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Forensic & Clinical Psychology

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PRACTICE DESCRIPTION AND LETTER OF AGREEMENT

DESCRIPTION OF PRACTICE

I am a practicing clinical psychologist with specialized training in Forensic Psychology. A copy of my resume can be found at <http://www.ForensicClinicalPsychiatry.com>.

I provide Adult Forensic/Consultative Psychological services, which include:

- Testamentary Capacity (Competency to Create a Will), and other Civil Competency Issues,
- Independent Psychological Evaluations (IPE) for disability determination and diagnostic purposes (e.g. screening for DSM-IV disorders, Posttraumatic Stress Disorder)
- Conducting Psychosocial History Interviews, Review/Summarization of Discovery and Research for Criminal Cases.
- Mitigation Evaluations for Criminal Cases
- Civil Commitment Evaluations

EDUCATION AND EXPERIENCE

I was born and raised in the Tacoma-Gig Harbor area and graduated from Fuller Theological Seminary, in Pasadena, California with a Ph.D. in Clinical Psychology in 1993. I returned to the Pacific Northwest to complete a full year of Postdoctoral training at Western State Hospital (WSH) from 1993-1994, was licensed in 1995 and worked in private practice conducting pre-trial criminal forensic evaluations for Competency to Stand Trial, psychosexual evaluations for amenability for treatment in convicted sex offenders and provided individual and group psychotherapy to adults, couples and adolescents. I returned to WSH in July 1996 where I have been employed since, and continue to conduct pre-trial criminal forensic evaluations under RCW 10.77 (including diagnosis, competency to stand trial, mental state at the time of the alleged offense, dangerousness and referrals for civil commitment evaluations) and have completed over 1300 evaluations. I have also worked on an admissions ward conducting civil commitment

evaluations under RCW 71.05. In 1997, I became a member of the Postdoctoral Fellowship Training Committee, and a Clinical Instructor at the University of Washington Department of Psychiatry and Behavioral Science, where I continue to assist in training postdoctoral fellows in psychology and psychiatry, and present the yearly seminar series on Competency to Stand Trial.

FEES, PAYMENT AND PROCEDURES

My fee is \$175 per hour for all forensic services and includes, but is not limited to client and collateral interviews, record review, telephone calls, letters, reports and travel expenses. I prorate time to the next highest five minutes. My hourly fee may be adjusted downward before the start of a project, particularly for public institutions or case of special merit.

Weekend and evening (rush) assignments will incur a 25% surcharge – and will not be applied without prior approval. Incidental costs, in excess of those normally and routinely encountered in forensic psychological work, will be billed without any surcharge to the financially responsible party.

For clinical consultations, my hourly fee is \$150. My work is considered a clinical consultation in circumstances where I will not be needed to provide expert testimony at a deposition, administrative law hearing or trial. Ethical guidelines prohibit me from converting from performing a clinical role in one phase of involvement to forensic work later (or vice versa). In matters where I am performing a clinical consultation, I am not entering into a long-term patient-clinician relationship for ongoing care and the scope of my work is limited to responding to the consultative questions alone. Arrangements for ongoing clinical treatment will not be provided.

Unless otherwise stated, I will consider myself retained in your matter based on verbal agreement. There is an administrative fee of \$300 to “open” a case – related to scheduling, creating a binder, memorialization of the initial contract(s) and intraoffice coordination.

My policy is to begin a case by record review. Attorneys are asked to provide a formal letter explicitly conveying the consultative question(s) to be addressed. Clients are required to provide the relevant documents accompanied by a check reflecting the amount of time necessary to review the material (with exception, see below). After initial review of the materials, I will schedule a conversation with the attorney before proceeding further with my work.

Payment arrangements are often tailored to the particular needs of the retaining party. For example, it is appreciated that public institutions often generate a purchase order but cannot make payment until services have been provided. I will return any fees provided in excess of the services rendered, or alternatively, will notify clients promptly if the funds have been exceeded.

When retained by a private attorney's office, the financially responsible party is the attorney and not the evaluatee.

Fees for depositions and court appearances must be paid for 72 hours in advance. Fees are charged in half (4 hour) and full day (8 hour) increments. In cases where there has been an underestimate for the time involved, prompt payment (10 business days) is expected.

All balances are to be paid within 30 calendar days of receipt of invoice. Balances that are unpaid beyond this time will accrue interest of 1.5% monthly. New, non-governmental entities will be required to provide a credit card number to which outstanding balances will be billed.

MISSED APPOINTMENTS

Appointment times are reserved and I require a minimum of 48 hours notice if there is a need to cancel or reschedule an appointment. Appointments missed or cancelled without sufficient notice will be billed at the full fee. Please leave messages regarding a need to change an appointment at my office number: (206) 624-3800.

INSURANCE

Please note that insurance policies do not cover forensic examinations and I do not accept any form of insurance for clinical consultations.

EMERGENCIES AND COVERAGE

In the type of psychological service to be undertaken, I have not established the typical doctor-patient relationship. Should an examinee experience of crisis or emergency, (s)he is referred to call 911 or his/her mental health or medical provider. Should clients need to reach me during non-working hours, a message can be left on my office voicemail.

CONFIDENTIALITY

Forensic examinations are typically conducted for the purpose of generating a report that may be sent to one or more parties. Thus, the nature of confidentiality in a forensic psychological examination is considerably different from the confidentiality provided by a treating or clinical psychologist. Notifications regarding this issue, including the likely recipients of the finished report, will be provided to all examinees prior to the initiation of any examination.

I am a licensed psychologist. Like all psychologists, certain circumstances will require me to intervene for the safety of the examinee and/or others. In particular, if the examinee is a danger to him/herself or others, if there is abuse of a child, developmentally disabled person, or

dependent adult, I may be required to warn the person(s) in danger, and/or contact appropriate authorities.

AGREEMENT

Should you not agree with any of the terms above, please do not hesitate to contact me to discuss any of your concerns or the special circumstances of the assignment.

Furthermore, please feel free to cross out, date and initial any items that do not apply to our working arrangement, accompanied by a signed addendum.

My date of engagement in any matter is considered to be the date on which I was first contacted. Either party may terminate the expert-client relationship upon written notice (including email).

Your signature below indicates that you have read this document, that you have understood its contents, that you agree to these terms, and accept responsibility for payment of fees. Please sign and date and return to me. You may also wish to keep a copy for your files. If you have made changes or amendments, I will sign the document and mail or fax a copy to you. A copy of this will also be provided to the examinee.

Name

Title/Organization

Signature

Date

Indra A. Finch, Ph.D.

Date