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**MENTAL HEALTH AND
SUBSTANCE USE DISORDER EVALUATION CONTRACT**

I agree to proceed with a Mental Health and Substance Use Disorder evaluation to be completed by Wendy E. Coughlin, Ph.D. according to the following arrangements. I understand that the _____ Judicial Circuit Court has appointed Dr. Coughlin as an agent of the Court for this purpose. The terms of the agreement are as follows:

1. Purpose of Evaluation: I understand that the goal of this assessment is for the evaluator to provide impressions, evaluations, and recommendations from an objective and expert perspective. By agreeing to this evaluation, I recognize Dr. Coughlin’s expertise in evaluating and making treatment recommendations for Mental Health and Substance Use Disorders.

2. Fees for the evaluation: I understand Dr. Coughlin’s fees for conducting the evaluation are based on a \$250 per hour billable rate. For phone calls and emails there is a minimum charge of 15 minutes (.25 hrs.) Fees will apply to all time spent by Dr. Coughlin in conducting this evaluation and will include the time spent interviewing, testing, reading and reviewing files and other documents, correspondence, report preparation, consultation with other professionals (including attorneys), all phone conversations, court preparation, and any other time expended in direct association with this evaluation. I agree to pay _____% of all fees incurred by Dr. Coughlin with the understanding that _____ will pay _____% of Dr. Coughlin’s fees. Fees for services provided outside the office are \$350.00 an hour.

I understand Dr. Coughlin requires a \$4,000 retainer to begin the evaluation and that all charges will be billed against this retainer. I understand that the final charge may be more, or less, than this retainer amount. I understand that when the retainer reaches \$500, I will be asked to replenish that retainer. I understand that a report (verbal or written) and recommendations will not be prepared or released until all fees have been paid in full. I understand that any unused portion of the retainer will be reimbursed upon verification that Dr. Coughlin’s services will not be needed in the future (e.g. receipt of a court Order or Stipulation). A minimum administrative charge of \$500 will be deducted from the retainer if the evaluation is not completed. I understand that the source of payment for this evaluation does not influence the results or outcome of the evaluation.

3. Cooperation required: As a condition of this contract, I agree to cooperate with Dr. Coughlin in connection with this evaluation. I understand Dr. Coughlin may withdraw from performing this evaluation if I fail to cooperate. I agree to treat Dr. Coughlin and all other participants in this process with civility and

respect and will refrain from engaging in threatening, coercive, or inappropriate behaviors that would be disruptive to the evaluation process. I also agree to cooperate with Dr. Coughlin by providing her with the information that she reasonably believes to be necessary for the purposes of completing this evaluation, including (but not limited to) the following:

a. Interviews: I understand that Dr. Coughlin may conduct interviews with me, with any, and all, prior health care providers (medical and psychological), family members, friends, attorneys and other professionals who may assist Dr. Coughlin in providing a comprehensive evaluation. I agree to cooperate with any such interviews with the understanding that these may take place at Dr. Coughlin's office, in my home, by telephone or by video conference.

b. Collateral Information: I understand that Dr. Coughlin may need to contact various people who have knowledge of me, such as teachers, counselors, pastors, healthcare providers, law enforcement agencies, and other third parties. I understand that Dr. Coughlin may also wish to contact my neighbors, relatives and friends. I will identify these people, if requested to do so by Dr. Coughlin, and agree to sign authorizations allowing for the release of information from individuals and collateral sources identified by my evaluator. I understand that the collateral information will be confidential and will not be released to me.

c. Chemical Health/Mental Health Assessments: I understand that it is common practice to administer mental health testing, including the MMPI-2 and MCMI, in addition to toxicology screening as part of the course of regular information gathering.

and/or I agree to provide Dr. Coughlin with hair, nails, bloodspot, saliva
urine samples to submit for toxicology testing.

I prefer to obtain a physician's referral to submit hair, nail,
bloodspot, saliva and/or urine to submit for toxicology testing
through an independent lab. If I chose this option, I understand
Dr. Coughlin will identify the substance(s) to be
tested. I further understand independent toxicology
screening will be done at a separate expense and will not be deducted from
the retainer.

4. Review of findings and report: I understand that when Dr. Coughlin completes her interviews and collection of data, she may contact the attorney(s) involved in this matter for purposes of scheduling a conference to discuss her impressions and recommendations. If such conference occurs, the attorney(s) in this case will be given an opportunity to ask some limited questions and/or engage in preliminary planning to institute treatment recommendations. Time used in preparation for and during this meeting will be billed at the standard hourly rate. I understand that feedback and recommendations will not be prepared or shared until all fees have been paid and there are sufficient retainer funds for the feedback meeting and preparation time (2 hours feedback meeting and 4 hours preparation time).

I understand that following such meeting, my attorney may discuss the findings and recommendations with me.

I understand and agree that a copy of the evaluation report will be provided to my attorney. I understand that Dr. Coughlin may discuss her findings and recommendations with me once the report is issued. I also understand that Dr. Coughlin's final report will not be issued until all fees in connection with this evaluation have been paid.

5. Cancellation fees/no show policy: I understand that if I cancel an appointment with Dr. Coughlin with less than 24 hours' notice, I will be charged the amount of \$250, representing the cost of the full appointment time. I understand and agree that all charges and cancellation fees for missed appointments and late cancellations will be paid exclusively by me.

6. Conversations/consultation with other providers: Dr. Coughlin may occasionally find it useful and beneficial to consult with other professionals in the field for the purpose of case consultation. These other professionals are legally bound to keep any information provided them confidential. During these consultations, however, Dr. Coughlin will not reveal the identity of the client(s) involved. These types of consultations, if any, will be noted in the evaluation file. With the understanding that Dr. Coughlin will not reveal my identity without express authorization to do so, I consent to such consultation by Dr. Coughlin.

7. Copies: I understand that any document copied by Dr. Coughlin will be charged at \$1.00 per page.

8. Court appearances: I understand that Dr. Coughlin will testify regarding her findings and recommendations only under subpoena. I understand and agree that Dr. Coughlin's fee for a Court appearance or deposition is \$350 per hour. In the event that Dr. Coughlin is subpoenaed to testify, the party issuing the subpoena is required to pay a minimum deposit of \$2,000 (based on 1-hour travel, 2 hours testimony, plus 2 hours preparation time). Deposits for testimony and/or availability greater than two hours will be adjusted to add \$350 for each additional hour. To ensure Dr. Coughlin's availability, the subpoena and a check for \$2,000 must be provided no later than ten (10) full business days prior to the court date. As much advance notice as possible is greatly appreciated. Cancellation of the court appearance without sufficient (48 hours) notice will result in forfeiture of \$700 deposit.

9. Mandated reporter: I understand that as a Licensed Mental Health Counselor, Dr. Coughlin is considered by state law to be a mandated reporter. She is therefore obligated to report to the proper authorities any evidence of physical or sexual abuse or neglect of minors, elders, or vulnerable adults; or any direct threat to harm oneself or another person.

CONFIDENTIALITY

I understand that the information that Dr. Wendy Coughlin requires from me is for the purpose of a Mental Health and Substance Use Disorder evaluation. I

understand and agree that the information I have provided her may be used in her evaluation, recommendations, and report, which in turn will be provided to the party, the attorney(s) and potentially the Court and to that extent, I understand that the information I provide to Dr. Coughlin will not be considered confidential.

I have received and read a copy of this contract and I have discussed the provisions of this contract with my attorney.

Dated: _____

Signature

Printed Name