

**Dr. Joachim FL Mureriwa**

*B. Sc (Psychol) Hons, M. Sc (Clin Psy) Univ. Zim; Ph. D (Unisa), BCIA-EEG, QEEG-D. Post-doctoral M. Sc (Clin. Psychopharmacology) (Alliant Int. Univ, USA)*

**NEUROPSYCHOLOGIST**

## **MEDICO-LEGAL SERVICES**

### **Terms and Conditions 2023**

TO : \_\_\_\_\_ Inc Attorneys

#### **1. Nature of Service Offered.**

Service	Medico-legal assessments and reports
Main area of practice	Neuropsychology.
Related areas of practice	Clinical psychology, medical psychology, Quantitative EEG.
Assessment methods	Clinical interviews, psychometric tests, psychophysiological assessment (special focus on EEG), and medical laboratory tests.

2. Time arrangements: Clients expected at 08h00.
3. Expected duration of assessment: 4 – 5 hours, occasionally longer.
4. In preparation for EEG assessment, client to be informed about the following: (a) A full good night sleep before coming to assesment (b) Wash head thoroughly the night before or in the morning (c) No sprays, gels, or oils on hair (d) Short hair is preferrable, but, *there is no need to shave the head* (e) Avoid wigs, braiding, dreadlocks, or any other hairstyling (f) Avoid alcohol and coffee (g) Bring all medicines or a written list of medicines (h) Bring own comb, if possible.
5. A "Patient Information Sheet" re-stating the above, as well as other information regarding the assessment process is attached.
6. If a client is inadequately prepared, especially with respect to hairstyle, an EEG will not be conducted. The report will then be based only on interview, neuropsychological tests, and in some cases, physical assessment, and/or medical laboratory tests.
7. Documents for Perusal: For speedy processing of reports, all necessary documents, including letter of instruction, medical records, expert reports, and others, to be provided before, or on the date of assessment. Please ensure that a neurosurgeon report is available, if this report is required for inclusion in our report.
8. Barring unforeseen circumstances, the report will be completed within 10 working days, if all the documents are provided by the appointment date. Expert reports to be added to our report must be provided as soon as possible and reports must be collected within 6 months of assessment.

9. When the referring attorney distributes physical copies of the report, they should be printed in colour. Black and white copies cannot be properly interpreted, and are thus unusable in court.
10. Fees (2023):

Fee Item	Description/ Quantity
Hourly rate	R1, 942,50 (excluding VAT)
Average time for assessments and report (excluding EEG).	10 hours (R19,425 excluding VAT)
EEG assessment and report (Fee is procedure based, not on hourly rates). <u>Note</u> : EEG reports have become increasingly more costly to produce, because of the expensive equipment, software, and competence required.	R3, 500 (excluding VAT)
Completion of RAF 4 form	3 hours (R5,827,50 excluding VAT)
Addendum report (Fee is based on opinion of 1 additional expert report. Fee will adjusted for several additional expert reports)	2 hours (R3,885 excluding VAT)
Joint minute	4 hours (R7,770 excluding VAT)
Re-assessment (Expired report): Same rate as a full, new report.	10 hours (R19,425 excluding VAT)
Deposit (Non-refundable). To be paid before assessment date	R10, 000
Non-attendance fee (if appointment is not cancelled at least 48 hours before appointment)	R3, 000
Report collection and payment	Payment on invoice.
Court Reservation (To be invoiced and paid on submission to attorney of affidavit filed by Dr Mureriwa. Includes certification of affidavit and preparation for court appearance)	R5,827,50 (R1, 942,50 / hour x 3 hours, excluding VAT)
Confirmatory affidavit	R1, 942,50 excluding VAT
Court attendance	R1, 942,50 per hour, excluding VAT

11. Reports are valid for a period of 2 years, from date of assessment.
12. The primary responsibility for payment of our fees rests with the referring attorney and you guarantee that you hold in trust or otherwise, sufficient funds to settle our accounts on presentation of our invoices.
13. Should legal costs be incurred by Biofeedback Laboratories attendant to collection of unpaid invoices, Biofeedback Laboratories shall be entitled to costs of suit at the rate of attorney and client.

14. The parties agree and consent that any action which may arise from this agreement may be brought in the jurisdiction of the Magistrate's Court in terms of section 45 of the Magistrate's Court Act 32 of 1944, notwithstanding the fact that the claim amount may exceed the monetary jurisdiction of the court.
15. We/ Biofeedback Laboratories reserve the right to allocate payments received from you/your offices to settle any and/or all arrears accounts or outstanding invoices, arising from any of the services rendered by Biofeedback to yourself. The allocation of payments to outstanding invoices/debt will remain in our/Biofeedback's sole discretion.
16. Joint Minute Policy: Dr. Mureriwa is registered at the Health Professions Council as a clinical psychologist and neuropsychologist. He thus finds it objectionable that he should be requested to compile joint minutes with colleagues registered at the HPCSA as counselling, industrial, educational, research, or other types of psychologist. Dr Mureriwa will defer to whatever is agreed, in a joint minute, between psychologists registered within the same category at the HPCSA, on issues outside his scope of practice. Dr. Mureriwa thus deems it appropriate, to compile joint minutes only with colleagues also registered as clinical psychologists.
17. By signing these Terms and Conditions of Service, you confirm having read, understood and accepted the above terms of engagement, a copy of which you shall give to your clients, before referring them to us.
18. The parties agree that this agreement constitutes the entire agreement between the parties. No variation and/or addition to the terms of this agreement shall be valid or binding unless reduced to writing and signed by both parties.

Thus read, accepted and signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2023.

Signature \_\_\_\_\_

Full Names : \_\_\_\_\_

Partner/Director (duly authorised by the Law Firm).

\_\_\_\_\_ Attorneys.