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FORENSIC EVALUATION INFORMED CONSENT CONTRACT

This Forensic Psychological Evaluation of _____
is being conducted at the request of _____

It is important for you to understand how a forensic evaluation differs from the more traditional psychological evaluations that I also provide.

In most cases, a forensic evaluation is intended for use in some type of a legal proceeding. As such, the confidentiality of the evaluation and the results is determined by the rules of that legal system. If your attorney has requested this evaluation, he/she will receive a copy of my report and will control how it is to be used and who has access to it.

Normally, the results of this evaluation are protected by the attorney-client privilege. Exceptions to this might include a determination on my part that you are dangerous to a specific person or if you reveal information that a minor child or senior citizen has been abused. I would also have to release this information if a court orders me to do so. There may be other examples where the laws require me to release the information obtained during the evaluation. We will discuss these situations on a case-by-case basis.

Once a decision has been made to use the report in a legal proceeding, the report and any information pertaining to it will probably be admissible into evidence, along with any other information that was provided concerning your mental health and functioning. If you have any concerns about the use or distribution of my report, you should discuss these issues carefully with your attorney.

If someone other than your attorney requested the evaluation, that individual (or agency) is my client and he/she has complete authority over the results, including whether or not any information will be released to you or to anyone else. In addition, because the evaluation was requested by another party, and is not for the purpose of treatment or counseling, the confidentiality may have fewer legal protections. I will not release the information unless instructed in writing to do so by the person or entity that hired me or when I am legally required to do so.

Your participation in this evaluation is voluntary and requires your written consent. **I will not conduct the evaluation without your signature on this document.** You also have the right to stop the evaluation at any time. There may be legal consequences if you stop the evaluation; therefore, it would be in your best interest to consult with an attorney before doing so.

In addition, if appointments are not kept or are cancelled within less than 72 hours (3 full days) of the appointment time, the person requesting the evaluation will incur charges for the unused time that has been set aside for these services.

The evaluation itself consists of two separate parts: an oral interview and psychological testing. In addition, it may be necessary for me to review other related materials such as court records, depositions, transcripts, medical records, etc. The interview and testing may be audio or video recorded in order to preserve an accurate record of the evaluation. I will discuss this with you beforehand.

If, at any time, you have a question about any aspect of the evaluation or these procedures, please feel free to ask me. In addition, if at any time you need a break during the evaluation, please let me know and we will stop for an agreed-upon time before resuming. Once the evaluation is completed, and with the permission of the requesting party, I may be able to have a meeting with you to explain the results and answer any questions you might have.

I have read and agree to the above: In signing this contract I am agreeing to pay any fees, as described above and below, including a late cancellation or missed appointment fee, if incurred.

My role in this forensic evaluation is:

- Client (subject of the evaluation)** **Subject's attorney/Legal representative**
 Other _____

Signature: _____

Date: _____

Estimated evaluation fee (minimum of 50% to be paid prior to the start of the evaluation; the balance to be paid before the report is completed, unless we agree in writing to different terms). \$_____ (includes estimated cost of Court appearance and testimony, if required, which is \$_____ per hour for a minimum of 4 hours, regardless of actual time spent, plus \$_____ per hour (prorated) for any time beyond the minimum.

While the results of this evaluation may or may not be helpful to you personally, the goal of this evaluation is to provide information about how you are functioning psychologically to the individual or agency requesting the evaluation.