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Informed Consent for Forensic Evaluations

These procedures have been standardized to provide the court with important information about you. Your cooperation is essential. You may ask to interrupt the evaluation at any time to consult with your attorney without fear that such request will be held against you in any way. It is important that you are honest and that you express your concerns completely so that I can be sure that I have considered everything that you feel is important.

Carefully read the entire document and write your initials in the space to the left of each of the items to document that you have read, understood, and agree to the conditions of the evaluation. In addition, please date and sign where indicated. Signing this document indicates that you understand the evaluation procedures and agree to participate as specified by the conditions set forth in these documents. You may have your attorney review this agreement to indicate that he/she understands and agrees with the conditions of this evaluation.

____ 1. This is an agreement between Dr. Kevin R. Byrd, Ph.D., HSPP, from here on out referred to as the evaluator, and _____, Evaluee, for the evaluator to render the professional services designated below in the case of _____ vs. _____. This document constitutes the entire agreement. Modifications to this agreement must be made in writing and signed by both parties.

____ 2. This evaluation was ordered by the court. The evaluator was appointed by Judge _____ in _____ County, to assist the court in this case.

A. The evaluator does not work for either party regardless of their responsibilities for paying the fees for the evaluation.

B. The evaluator cannot have a prior personal or professional relationship with either evaluee, marital or cohabitating partner of the evaluee, or child(ren) of the evaluee. If during the evaluation it becomes evident that such a relationship exists, the evaluation will be stopped and the evaluator will write a request to the court to be removed from the case so that another evaluator can be assigned. If there are any such relationships you believe to exist, make this known prior to starting the evaluation or as soon as identified.

C. The evaluator must remain impartial throughout the evaluation process. To do this the evaluator will follow set procedures and protocol. All communication to the evaluator, with the

exceptions of scheduling the appointments, the individual interviews, and face-to-face assessment, must be done through written means or through your attorney. Other than for scheduling, the evaluator will not take telephone calls from evaluatees.

D. Often, the recommendations from the evaluator serve as a starting point for negotiations between the parties to reach a settlement. If a settlement is not reached, the judge has the ultimate deciding power for custody decisions. The judge uses the evaluation and any conclusions or recommendations to further his or her understanding of the parties and the needs of the child.

____ 3. The evaluatees hold no privilege for information obtained during evaluations in custody litigation. This means that the evaluator has a duty to report to the court all information that he discovers during the course of this assessment, whether the evaluatee wants the information disclosed or not.

____ 4. Evaluatees have some confidentiality through this evaluation process, such that the evaluator will not discuss this case with any person other than the evaluatees, the judge, the evaluatees' attorneys, or the persons that are designated on the reference list, without the evaluatees' written consent. There are, however, limits to confidentiality. Confidentiality will be broken without consent in the case of an evaluatee reporting probable harm to self or others or the abuse of a child. In order to ensure the most professionally sound product, the evaluator may ask for anonymous consultation with other qualified professionals on specific aspects of your case.

____ 5. In this case, the evaluator will render the services listed below:

- Individual interview
- Psychological testing
- Review of records pertinent to the case
- Possible interviews with collateral contacts
- Preparation of a written report
- Possible extraordinary clerical expenses

____ 6. The evaluation is designed to assess some or all of the following:

- The psychological functioning of the evaluatee
- The history of the evaluatees' relationship with other evaluatees listed on the same court order or agreed entry
- The presence or degree of family violence or abuse
- The ability of the evaluatee to work with other evaluatees listed on the same court order or agreed entry
- The impact of the evaluatee's own childhood on the current dynamics

____ 7. Allegations of abuse, neglect, or substance use/abuse will be taken seriously and investigated. False allegations in these areas are a serious concern and reflect poorly on the alleging party.

___ 8. Psychological Testing: You must consent to take psychological tests as part of your evaluation. Your results from this testing will be interpreted and included in the final report. No recommendations will be made solely from the psychological testing data. This information is only used to supplement the other data collection in this evaluation.

___ 9. Records: The evaluatee may provide to the evaluator documents for review. However, he or she must follow the evaluation guidelines.

A. Only provide documents and/or audio-visual recordings that objectively add to the case.

B. Provide all documents and audio-visual recordings to your attorney so he/she can verify that the documents are legal and admissible.

C. Keep all originals of documents and audio-visual recordings in your possession. Once documents are provided to the evaluator, it goes into a permanent file and cannot be returned. If you need copies of your documents you will be charged administrative costs.

D. The evaluator's hourly rate will be charged for reviewing documents and audio-visual recordings, so ensure that documents are concise and relevant to your case.

E. The evaluator will customarily provide the attorneys with a date on or around which the final evaluation report will be submitted. All records must be submitted no later than two weeks prior to this given date.

___ 10. The evaluator must also be free to contact any other parties who may have useful information to the case. These individuals are considered to be collateral contacts. It is up to the discretion of the evaluator whether he interviews collateral individuals or not. Most of the time, collateral interviews are conducted over the telephone. The parties must agree to follow the guidelines for collateral interviews.

A. Only persons who have a perceived level of objectivity regarding the evaluatee will be contacted.

B. List contacts only on the provided **Collateral Contacts form**. Be sure to list the contacts' names, phone number, relation to you, and the type of information they hold related to your case.

C. There is no confidentiality for your collateral contacts. If they are not willing for the evaluator to use their name and document their statement, the interview will not be completed or included in the evaluation report.

D. Inform your contacts that you are undergoing a psychological evaluation and that the psychologist **MIGHT** contact them. Ask their permission to be contacted before you place them on your list. Tell your contacts that it is okay with you that they speak with the evaluator and that they have your permission to say whatever they feel to be true.

E. If you or your child/children have been in counseling at any time during the last five years, please complete a **Release of Information** form for each counselor (found at carmelpsychology.com > Dr. Byrd > Forms). Please provide the signed releases at the outset of the evaluation with your completed initial paperwork.

___ 11. The evaluator charges an hourly rate of \$200 for all services provided during the evaluation. The compensation shall be received as follows:

A. By payment of a deposit of \$1000 for each person named as an evaluatee on the court order or agreed entry. This is only a deposit and not the total cost of the evaluation. Many times the court assigns responsibility of payment of the evaluation to both parties, either split equally or divided by some other percentage. If this is the case in your evaluation, each party is responsible for their portion of the initial deposit. All funds are held in a trust account and applied to your bill as charges are accrued.

B. Prior to the release of the final report, the evaluator must be paid in full for all services rendered. The costs of these evaluations typically start at \$4,000 per evaluatee and go up based on the amount of documents reviewed and the extent of collateral contacts. The responsible parties will be notified of their portion of the final bill. Payment will be made within one week of this notification. No payment arrangements will be made.

C. In the event of a settlement prior to the release of the evaluator's report, the responsible parties agree to pay their portion of all outstanding charges and any extraordinary expenses immediately upon receipt of any itemized statement detailing those charges. Any funds held in trust from deposits and payments that are not used to pay for charges will be refunded to the parties, following legal documentation of said settlement.

____ 12. It is very important to keep appointments. Appointments that are not attended with less than 24 hours' notice will be billed at full rate for the full amount of the evaluator's time. Appointments cancelled with more than 24 hours' notice will not be billed. Missed appointments that are not explained clearly will be interpreted by this evaluator as signs that the delinquent party is not cooperative.

____ 13. After the evaluator has completed his meetings with all the respective parties in the case, a final report will be written and sent simultaneously to the court and both attorneys. The evaluator will not provide the evaluatee or his or her attorney with preliminary opinions before the report is submitted to the court. You will receive your copy of the evaluation through your attorney. After the submission of the report, all communication between the parties and the evaluator will be stopped. Further communication or information, which arises after the writing of the report, must be submitted through the attorneys. This is to allow the evaluator to maintain his status as impartial expert. Any information given to one attorney must be given to the other attorney. Communication by the evaluatee with the evaluator's office will be asked to cease. If communication continues, the court and the evaluatee's attorney will be notified of the evaluatee's behavior.

____ 14. Prior to rendering in-court testimony, the evaluatee agrees to pay any outstanding charges and a court fee, usually about \$800. Typically, the party requesting the evaluator to appear in court is responsible for the evaluator's fees. A subpoena without the required deposit will be viewed as invalid and ignored, whereby the evaluator's schedule will not be blocked out for the court time. An \$800 court fee will cover up to 4 hours of the evaluator's time, including travel, preparation, and testimony. Any amount of time that exceeds 4 hours will be billed at \$200 per hour.

Depositions and telephone testimony will be billed at \$200 per hour and require a deposit based on the number of hours your attorney needs for the deposition. If the deposition is not held in the evaluator's office, travel time and expenses will be added to the deposition time.

____ 15. The evaluator requests that the evaluatee or the attorney inform him of changes in court, deposition, or other relevant scheduled dates at least one (1) business day in advance. The evaluator would request a minimum of five (5) days' notice for court dates. Time which has been reserved by the evaluatee for court, which cannot be rescheduled, will be charged to the evaluatee. The evaluatee agrees to pay these charges, including the cost of collecting unpaid fees, under the terms stated in this agreement.

____ 16. This agreement may be terminated in writing by the evaluatee or the evaluator for any of the following reasons:

- A. Refusal of one or both parties to participate in the evaluation
- B. Failure to perform according to the terms of this agreement.
- C. Misrepresentation of the facts in the case by the evaluatee or attorney.
- D. An allegation by the evaluatee or attorney that the evaluator engaged in unethical or illegal behavior.
- E. Settlement between the parties.

____ 17. Domestic disputes are often filled with much negative emotion and a lack of compromise between the parties. Recommendations might be different than what the evaluatee wants. When this happens, it can bring about a range of reactions from the parties, including but not limited to: depression, hopelessness, anxiety, confusion, or anger. These feelings are normal, but tend to dissipate over time with the establishment of a consistent plan and routine.

____ 18. During the evaluation, all non-face-to-face correspondence between the evaluator and evaluatee will take place through email.

____ 19. I have read the above, and I agree to proceed with the evaluation under these conditions. I agree to pay the fees for which I am responsible and fulfill my obligation to complete the evaluation as ordered by the court. I understand that anything I reveal during this evaluation may be reported to the court. When in doubt, I may consult my attorney before disclosing any information which I think may be harmful to my legal position. I am encouraged to share this document with my attorney before I sign it.

Evaluatee Signature / Date

Evaluatee Printed Name