

James Davidson Ph.D.
Forensic and Clinical Psychology

**LITIGANT STATEMENT OF UNDERSTANDING AND
INFORMED CONSENT TO PARTICIPATE IN A
FORENSIC PSYCHOLOGICAL EXAMINATION**

General Information and Orientation to the Forensic Evaluation:

The information in this document is very important. Please take the time to read through it, and then feel free to ask questions of me in our initial appointment. I also encourage you to review this document with your attorney before your sign it. In this document I will try to describe the process of this forensic evaluation. Dr. James Davidson, Ph.D. will be conducting this evaluation as a psychologist. I have been licensed in the state of Ohio since 1977. Being licensed requires passing a national written examination and an internship under the direction of the Ohio State Board of Psychology. You may contact them with questions or concerns at 77 S. High St., Columbus, Ohio 43266-0321.

I have been retained by your attorney to conduct an impartial forensic psychological evaluation. It is important that you understand that this is an evaluation for legal purposes. There is a possibility that my impressions may be unfavorable to your legal position. There is no assurance that I will be able to formulate an opinion concerning the issue under investigation. If, despite reasonable efforts to obtain the information needed to complete the evaluation, the needed information cannot be obtained, I may, at my discretion, withdraw. In such cases, I will charge for time expended.

I do not presume that those whom I am evaluating are lying; however, neither do I presume that they are being truthful. Forensic psychologists are expected to secure verification of assertions made by those whom they are evaluating. Your cooperation will be expected as verification of assertions made by you is sought.

The evaluation itself will consist of interviews with you. Questionnaires and psychological testing will also be administered. This allows me to collect a wide range of data and organize the issues while minimizing cost to you. Contacts will be made with select people that know you. Records relevant to the legal issues will also be reviewed. Ordinarily, unless otherwise directed by the court, at the conclusion of the evaluation a report will be prepared and sent to your attorney. I will not evaluate cases in which a person represents him/herself. If you become pro se during the course of the evaluation, I may elect to terminate my involvement and refund any balance of the retainer.

Authority to release the report to others (such as treating practitioners) rests with your attorney, unless ordered by the Court.

Privilege, Confidentiality and Privacy:

Principles of confidentiality and privilege do not apply within the context of an assessment such as the one being conducted. I voluntarily agree to waive my rights to confidentiality for the purpose of this evaluation. In making this agreement:

- I understand that I am giving Dr. Davidson the right to discuss any and all material with other people as deemed necessary and appropriate by Dr. Davidson to accomplish the forensic purposes for which the evaluation is being conducted.
- I understand that this agreement pertains to material that is usually considered confidential and privileged and is not usually discussed with other parties.
- I understand that I must waive my right to confidentiality in order to allow Dr. Davidson to conduct a thorough, comprehensive, independent, and objective evaluation.
- I understand that Dr. Davidson will use his discretion to decide what information is to be disclosed and to whom the disclosure(s) will be made.
- I understand that I may or may not be informed of the disclosures in advance, at Dr. Davidson's discretion. I understand that Dr. Davidson is working at the request of my attorney, and that my

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attorney may elect to keep the report confidential as part of his or her work product, or may choose to release the report to the court.

- I understand that all of the information in my file with Dr. Davidson will potentially become public information if the report is released to the court.
- I further understand that Dr. Davidson, if required to testify in court, may be required to divulge any and all information obtained concerning me, including his interview with me.

Office staff must check my telephone messages, read my mail, and type my correspondence and reports. Those who work for me receive instruction in matters relating to confidentiality.

The need may arise for me to discuss the evaluation with other professionals and/or provide a copy of the final advisory report and pertinent supporting documents to colleagues for their review and comments. In either case, all names and identifying information will be changed. Names are not changed in discussion with other professionals in my partnership.

Fees:

Fees are as shown on the cost sheet that has been attached. Note that I reserve the right to increase fees (with appropriate notice to you). Also note that fees for an assessment of this type are not reimbursable by health insurance. There is an initial retainer fee of **\$1200** for this evaluation that must be paid as allocated with a certified bank check, money order or credit card. The retainer is a credit balance against which fees will be charged. Once this retainer has been paid, **\$200** is not refundable should you decide not to proceed with this evaluation. Understand that charges for this evaluation may exceed your retainer. When the credit balance of the retainer reached **\$200**, you will be notified of the funds necessary to continue the evaluation. In other words, an additional retainer(s) may be necessary to complete this evaluation. Work on the evaluation will cease until the retainer is replenished.

It must be emphasized that the **\$1200** figure shown on our cost sheet does **NOT** represent the total cost of the evaluation unless a flat fee has been agreed upon. It represents only those fees that it is possible to specify in advance. A comprehensive evaluation inevitably entails additional services, fees for which cannot be specified in advance. When the balance in your retainer reaches **\$200**, you will be requested to deposit an additional **\$600** in your retainer account. Work will be suspended once the retainer balance reaches **\$200** or less. If you wish to examine an account statement on which typical fees are itemized, one will be furnished upon request.

My services as an evaluator commence with my acceptance of the assignment to conduct an evaluation. Though I do not actively seek information prior to our first evaluative session, information may come to me in the form of statements made in telephone interactions, etc. I will consider even information not actively sought by me by me in the formulation of my opinions (since, in my view, ignoring unsought information is not a viable option). Additionally, in most cases, I will have expended some time prior to your receipt of this document (for example: 'phone time with your attorney or the Court and correspondence time). For these reasons, fees are charged retroactively; that is, from the time of my notification by the court of my appointment to conduct this evaluation.

If, in my judgment, it is advisable that I consult with other mental health professionals, attorneys, or other professionals, time expended by me in such consultations will be billed for. Any fees charged to me by those with whom I consult will *not* be passed along to the person(s) financially responsible for the cost of the evaluation.

The record-keeping requirements of forensic work make it necessary to log each telephone message and make a record of even the briefest telephone call. For this reason, there will be a minimum fee of \$20.00 (6 minutes @ \$200/hour) charged for any phone contact.

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The evaluative procedure is outlined briefly on our cost sheet. Any questions that you may have will be responded to during our initial evaluative session.

It is not possible to guarantee that an evaluation will be concluded by a specific date.

Reasonable steps are taken to minimize the distress associated with the evaluation process. Nevertheless, most of the cases in which I am involved are resolved without judicial intervention, I must presume that there will be a trial and must conduct myself accordingly. This means that information that you provide will be questioned and, at times, you may feel as though you are being interrogated rather than interviewed. In order to perform my Court-ordered function, I must be an examiner, not a therapist.

It must be understood that I cannot provide psychological advice to individuals whom I am evaluating. If counseling or psychotherapy services are desired, please consult your attorney for names of appropriate referrals. If an emergency situation arises, assistance should be sought through the police, the nearest hospital, or your attorney (depending, of course, on the nature of the emergency).

In the event of a trial, all items in the case file will be brought to court. Unless directed otherwise by the court, all items in the case file will be subject to examination by both parties, their attorneys, and any expert(s) who may have been retained by counsel for either party.

If there is a trial and if you should request that I testify, it is important that you understand my obligations as an evaluator and as a testifying expert. I am obligated to maintain my impartiality and openness to new information throughout the course of the evaluation and during the trial. It is *not* my obligation to defend either my findings or my opinions in the face of newly introduced information that might reasonably call them into question. Though it is more likely than not that testimony offered by me will explain and be supportive of the contents of my report, no assurances can be offered that this will be the case. A cross-examining attorney may bring to my attention information of which I was unaware (either because it was not brought to my attention during the course of my evaluation or because it pertains to events occurring subsequent to the issuance of my report). The attorney may ask how the new information might affect my professional opinion of you and/or your spouse. I will, of course, respond honestly. You must recognize that I am not an advocate for the person who seeks my testimony and that I am obligated to offer any/all pertinent information that might be of assistance to the Trier of Fact. I must, for example, provide information concerning your parenting deficiencies and your spouse's parenting strengths. Put most simply, fees paid to me represent compensation for time expended. The person paying my fees cannot be assured that my testimony will be helpful to his/her case.

The opinion expressed by me in my advisory report was formulated on the basis of information provided to me between the day on which I was initially contacted and the day on which the report was prepared.

If any questions arise concerning legal matters, you must consult with your attorney. It is inappropriate for someone not trained in the law to attempt to respond to questions concerning legal matters.

Broken or Late Cancellations of Appointments:

You will be charged for any missed or cancelled appointments unless notice is given one full business day in advance. In other words, if you cancel an appointment for a Monday, then notice must be received by the preceding Thursday. If you cancel a Friday appointment, then notice must be given by the end of Wednesday. Appointments include office time for interviews, testing, court testimony, depositions and the like.

Appointment Ground Rules:

It is expected that when individuals being evaluated come to our office for the evaluation they will arrive unaccompanied. Spouses, children, companions, and friends can serve as sources of distraction. If someone

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must transport the individual, that person will be asked to leave and not return until the individual has finished. When a child is being evaluated, they should be brought by themselves with the appropriate parent unless other siblings are being seen that day. Do not bring any other caretakers, friends of the children or companions.

All evaluation procedures are audio and/or video taped, including conversations with attorneys and court representatives. Do not bring your own recording equipment or cell phone to your appointment.

Submission and Retention of Documents:

Ordinarily, in consultation with your attorney, it will be possible to anticipate what documents an evaluator is likely to require. Obtaining pertinent documents prior to the commencement of the evaluation will expedite the evaluative process. Documents that you wish me to consider must be delivered in a manner that ensures their safe transfer into my custody and I must receive written assurance that documents submitted for my review have been provided to the other party. Under no circumstances are litigants or others to make unannounced visits to our office in order to deliver documents. Because it is my obligation to produce at trial all items (documents, tapes, photographs, etc.) that I have considered in formulating my professional opinion, I must retain any items that are presented to me for my consideration. You are therefore strongly encouraged to make copies of any materials that you intend to turn over to me. If you neglect to make copies and if you later require copies, you will be charged for time expended in preparing copies. Documents and other items will be returned only after I have been informed either by the Court or by attorneys for both parties that it is no longer necessary for me to retain them. If, prior to trial, a lawful request is made that I copy and release items in my file for examination by an attorney or by an appropriate reviewing mental health professional, all involved will be notified. Unless an objection to the release of the requested items is brought before the court and honored by the court, the requested items will be released. (You are reminded that your signature on this document will constitute an authorization to release requested items to those lawfully entitled to receive them.) The attorney requesting copies will pay the costs associated with producing the copies. (Currently, the standard fee for photocopying is \$.25/page. I reserve the right to charge a higher fee for pages both sides of which must be copied and/or for items on non-standard size pages (that is, other than 8.5" x 11").

Out-of-session Contact:

Out-of-session contact (casual waiting-room conversation, telephone calls, etc.) should be avoided. It is to your disadvantage to communicate information to an evaluator in an informal manner. Phone contact should be limited to scheduling appointments and addressing other procedural matters. Information concerning matters pertinent to the evaluation itself should not be communicated by phone. Please use only the phone number provided for your evaluation (216 402-5064). Our evaluation phone is answered by machine at *all* times. If you must contact me by phone, leave a message clearly stating the reason for your call; provide a telephone number at which you can be reached; and, specify the times at which you can be reached.

Obtaining Additional Information:

Individuals being evaluated agree to authorize me to obtain any documents that I may wish to examine and to authorize communication between me and any individuals who, in my judgment, may have information bearing upon the subject of the assessment. In most cases, information needed from professionals (teachers, other mental health practitioners, etc.) will be obtained by telephone. Individuals who are likely to be advocates for one party or the other will be expected to provide information in writing (though I reserve the right to contact such individuals by phone if clarification and/or additional information are required).

Where specific instructions concerning those to be evaluated (and how extensively they are to be evaluated), information to be obtained, etc. has not been included in the Order appointing me, the decisions

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concerning these matters will be made by me. There may be instances in which I will be asked to review information that I reasonably believe is likely to be more prejudicial than probative and instances in which I will be asked to contact individuals whom it would, in my judgment, be inappropriate to contact. I must be the final arbiter in such situations.

I reserve the right to consider any information regardless of the manner in which it has been obtained (unless it has been obtained illegally). If I am asked to consider information that may have been illegally obtained, I will follow instructions from the attorneys if they are in agreement. If they cannot agree, I will request direction from the Court.

If you wish to have individuals write to me on your behalf, you will be provided with stick-on labels that read: "I understand that the information I have provided is **not** confidential." The statement must be signed; the label must be affixed to the flap of the envelope; and the letter must be mailed directly to me. (Letters are not to be forwarded to me by you or by your attorney.) Letters received by me will be reproduced by me and furnished to the attorneys for the parties and the attorney for the child(ren). It is your responsibility to explain to anyone from whom you solicit a letter that the information contained in the letter may be revealed to *any* of the individuals involved in the evaluation (including children, if necessary and appropriate) and may be quoted in the advisory report. Unless advance approval is obtained, any information transmitted via fax or email by anyone other than the attorneys or the Court will be discarded unread.

Contact with Attorneys:

I have been retained by your attorney to conduct this evaluation, and may discuss my findings with him or her at my discretion. I will not discuss my findings with any other attorney unless your attorney uses my report in his case, in which case I may discuss my findings as ordered by the Court or as directed by your attorney..

Allegations of Abuse/neglect:

It must be understood that *I am required by law to report allegations of abuse or neglect* (even if they have been previously reported). The penalties imposed on mandated reporters who fail to report such allegations are severe. If allegations are made, they will be reported and my action in reporting them must not be interpreted as a display of support for the individual who has made the allegations or as an indication that I disapprove of the alleged actions of the person who has been accused. Most importantly, it must not be inferred that my reporting of such allegations suggests that I find them credible.

Post-evaluation Developments:

If significant time elapses between the issuance of my report and the date of trial, I may request that the parties meet with me and/or provide written information concerning any post-evaluation developments that are viewed as being pertinent to the matter about which I will be offering testimony. If such a request is made, it is expected that both parties will be cooperative. Ordinarily, psychological tests will not be readministered. The time-related limitations to the applicability of the test data will be addressed in my testimony.

A litigant who believes an evaluator's findings and/or recommendations to be flawed is entitled to request that the evaluator's work be reviewed by another mental health professional. Though the favored party may not wish the evaluator's work to be critically examined, such scrutiny is entirely appropriate and the evaluator's entire file should be made available to the reviewing mental health professional. It is my policy to cooperate with those seeking to review my work. An exception: Mental health professionals who are related to or involved in social or professional relationships with litigants should not offer their services either as evaluators or as reviewers. Efforts by such individuals to obtain my file will be resisted and the file will be released only in response to a court order.

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Please thoroughly review this document with your attorney. The evaluation will not proceed until both of the parties have expressed their understanding of and willingness to abide by the policies and procedures set forth in this document.

- ◆ Please initial pages 1, 2, 3, 4, 5, 6 and 7 and sign this page in the space provided below.
- ◆ Your signature below indicates (1) that you have received, read, and understand my policies and procedures; (2) that you recognize that neither the principle of confidentiality nor the principle of privilege applies to any information in my file concerning this matter; and, (3) that you are authorizing the release by me of information, including my advisory report, to the Court, the Guardian Ad Litem, the attorneys for both parties, and qualified mental health professionals retained to review my work. It is not to be inferred that you agree with these policies and procedures. Further, by signing this document, you are not waiving any rights you may have to raise objections to any policies or procedures.
- ◆ Your attorney's signature below indicates that he/she has (1) received, read, and understand my policies and procedures, and (2) has reviewed this document and explained your legal rights to you.
- ◆ Though this copy must be signed and returned, you are urged to make a photocopy and retain it for your reference during the course of the evaluation.

**➔ DO NOT SIGN THIS AGREEMENT UNLESS
YOU HAVE READ IT AND UNDERSTAND IT ◀**

Your signature

Date

Witness signature

Date

Your attorney's signature

Date