



**1308 23rd Street South
Fargo, ND 58103
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**FORENSIC INFORMED CONSENT CONTRACT
2019**

This Forensic Psychological Evaluation is being conducted at the request of

and is therefore somewhat different than other psychological services. It is important for you to understand how a forensic evaluation differs from more traditional psychological evaluations.

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.

In most cases, this 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 another person or if you reveal information that a child 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 as well as 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 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 to do so by the person or entity that hired me or when I am legally required to do so.

From time to time our clinic will communicate within the clinic by email. This may include the receptionist informing your evaluator that you called to cancel, questions about benefits or bills, or other information to help coordinate patient services. This may also include, with a written release of information in place; communicating results with your attorney by email, sending the final copy of your report to your attorney or other referral sources in an email attachment, talking with your school etc. By your signature at the end of this document you are consenting to the use of unencrypted email as a communication source WITH A RELEASE IN PLACE to an agency or person outside of the agency.

By engaging our services, you authorize us to take such actions as we believe are reasonably necessary to complete the tasks which you have asked us to undertake. Our clinic consists of a number of psychologists, psychometrists, counselors and students of various levels whose areas of interest and experience vary, and, in completing your evaluation we may assign a portion of the work to other members of our clinic in an attempt to keep the costs down, or provide specialized psychological testing/input, or to help us to do the work more efficiently, as we deem appropriate.

Furthermore, on rare occasions, we may feel it is important to consult with an expert outside our clinic. On those occasions, no identifying information is given to the consultant, only general information. You will be charged only for the time the psychologist at Benson spends in consultation. Our clinic will pay the fees of the consultant. The work of the consultant will not be to help the psychologist arrive at an opinion in your case, but rather, to provide direction and education regarding specific areas of expertise held by the consultant (i.e., Munchausen Syndrome by Proxy).

Your participation in this evaluation is voluntary. 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 **24** hours 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 usually 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 use of audio or video recording devices by either party during the interview or testing process is strictly prohibited, unless both parties agree otherwise. If both parties wish to have sessions recorded in anyway a separate form will need to be filled out. Because psychological tests and other instruments are meant to be used only under conditions that did not include audio taping or video taping of the test or other instrument being given, your psychologist's administration of these tests and other instruments must not be recorded. Recording them would potentially invalidate their results. By my signature below, I certify that I am not taping any part of this evaluation in any way.

In cases such as parental capacity evaluations, where two separate reports are completed (one on each parent), releases for court testimony must be signed by both parties before the evaluator is able to testify on both parents. For example, if Parent A and his or her attorney wishes for the evaluator to testify, testimony will be limited to Parent A's case, unless Parent B signs a release to allow testimony related to Parent B or unless the court orders the psychologist to testify to issues related to Parent B.

If, at any time, you have a question about any aspect of the evaluation or these procedures, pleased feel free to ask me. In addition, if at any time you need a break from the evaluation, please let me know and we will stop. 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: _____

Printed Name: _____ Date: _____