

James Davidson Ph.D.
Forensic Psychology

**STATEMENT OF ASSENT
TO PARTICIPATE IN A
FORENSIC PSYCHOLOGICAL EVALUATION
Month Day, 20XX**

Cause/Case #
Court:
County:
State:
Styled As:
Examinee:
Address:
Phone:
Email:

*The information in this document is very important because it describes the procedures involved for your Psychological Evaluation, also known as a Forensic Mental Health Assessment (FMHA). Please **sreview this document with your attorney before you sign it.***

Introduction and Professional Practice Statement: I understand that Dr. James Davidson will be conducting a Psychological Evaluation of me in the case named above. I understand that Dr. Davidson is licensed as a psychologist in the state of Texas and Idaho, and practices in other states as allowed by law. I understand that he follows the rules of the licensing boards and laws of the states in which he practices. I understand that I may contact the appropriate licensing board with questions or concerns:

Texas State Board of Psychology Examiners
333 Guadalupe
Tower 2 Room 450
Austin, TX 78701
(512) 305-7700

Idaho Board of Psychologist Examiners
700 West State St
Boise, ID 83702
(208) 334-3233

Psychological Evaluation Purpose and Process: I understand that Dr. Davidson has been appointed by the Court or retained by my attorney to conduct an impartial Forensic Mental Health Assessment (FMHA). Dr. Davidson will gather information to form an opinion about my mental status as well as any other issues directed by the Court. I understand the FMHA will be conducted in an impartial, independent, and thorough manner, consistent with state and federal law and the guidelines of such organizations as the American Psychological Association and the American Association of Family and Conciliation Courts.

General policies and procedures for the FMHA. I understand that:

- The FMHA is for legal purposes.
- Confidentiality and privilege do not apply to the FMHA. All interaction and information must be considered non-confidential.

James Davidson Ph.D.
Forensic Psychology

- I waive all rights to confidentiality by signing this document, and assenting for Dr. Davidson to release information to the parties, attorneys, attorneys for the child(ren) (e.g. Guardian ad Litem, amicus attorney, or attorney ad litem), and the Court.
- Information gathered from children is also considered non-confidential.
- Information released to the Court may become public information; it is up to the parties to obtain protection from the Court for the FMHA and evaluation file.
- I should consult with my attorney regarding any legal matters.
- Dr. Davidson is not providing legal advice, mediation, parenting coordination, parenting facilitation, counseling or any other service apart from the FMHA.
- Dr. Davidson is required by law to report allegations of abuse or neglect.
- Psychology has not agreed upon uniform methods and procedures for a FMHA. The methods and procedures for this FMHA have been selected by Dr. Davidson.
- Dr. Davidson's opinions and recommendations may or may not be favorable to my case.
- I may refuse to participate in the evaluation, in which case Dr. Davidson would simply report my refusal to the Court and attorneys.
- Dr. Davidson will not conduct a FMHA on past therapy clients or individuals known to him socially or professionally. My signature on this document indicates that I have no prior relationship with Dr. Davidson.
- The opinions and recommendations in the FMHA will be based on information provided between the day on which Dr. Davidson was initially contacted and the day on which the FMHA was prepared.
- The FMHA will typically be based on information collected using records, interviews, questionnaires, observation and psychological testing.
- It is to my disadvantage to informally provide information to Dr. Davidson since *any* information provided may be used in the FMHA.
- Information provided by me is discoverable, and therefore should only be provided by my attorney or with my attorney's knowledge and approval.
- Dr. Davidson will decide the nature of the information needed, as well as the people to contact.
- I will be asked to provide releases of information to instruct people to cooperate with Dr. Davidson.
- Information will not be accepted from a third party unless Dr. Davidson has explained the non-confidential nature of the FMHA and received written assent in advance.
- All records in the file will be scanned and preserved electronically and any paper documents destroyed during the evaluation.
- All documents and items provided to Dr. Davidson must be retained and will not be returned. Therefore, copies should be made rather than providing original source materials.
- Conversations may be recorded to ensure the accuracy of Dr. Davidson's records.
- Information must typically be verified from other sources besides myself before it will be considered as "evidence" sufficient for the FMHA.
- Information I provide may be shared with others to verify the details of my case.
- Dr. Davidson may not be able to offer an opinion on an issue for the FMHA.
- The estimated time to conduct and prepare a FMHA report is 4 weeks.
- Interim recommendations will *not* be offered.
- Dr. Davidson may release information to the attorneys and to the Court at any point in the evaluative process.
- Dr. Davidson will share and exchange information during the evaluation with an attorney for the child(ren) unless instructed otherwise by the Court.
- Dr. Davidson avoids *ex parte* (individual) communication with the attorneys representing the litigants while conducting the FMHA. During the evaluation, oral communication with attorneys for the parties will occur only if it is not in contravention of a Court directive, only if it can be done by means of a conference, conference call or broadcast email. If correspondence becomes necessary, it will be on a copies-to-all basis.

James Davidson Ph.D.
Forensic Psychology

- Dr. Davidson may contact the administrative staff of a litigant's attorney to request information. The case and FMHA will not be discussed.
- Dr. Davidson's office staff or transcription service may be involved with administrative tasks, and receives instruction in maintaining confidentiality.
- Dr. Davidson may 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.
- The FMHA report will be distributed to the Court and attorneys.
- The case is not resolved with the issuance of the FMHA. The Court may reject the FMHA, or all or portions of the information, opinions and recommendations in the FMHA.
- The Court is the Trier of Fact, and the only entity deciding my case.

General policies and procedures after the release of the FMHA. I understand that:

- Dr. Davidson will take reasonable steps to avoid contact with the litigants and with counsel following release of the FMHA. No substantive response will be provided to letters, faxes, emails, or phone messages.
- If new information is offered to Dr. Davidson after completion of the FMHA, it will be considered only if a formal request is made by both attorneys or ordered by the Court, and only if each party is afforded an opportunity to present his/her perspective on the additional information.
- If significant time elapses between the issuance of the FMHA and the date of trial, Dr. Davidson may request that the parties meet with him and/or provide written information concerning any post-evaluation developments about which he will be offering testimony
- Dr. Davidson may release the evaluation file to the attorneys upon request.
- Dr. Davidson will release the evaluation file to another mental health professional retained by an attorney to review the FMHA.
- Dr. Davidson is a *custodian* of the file and will therefore not release or disclose the file except as ordered by the Court or as provided for in state or federal law.
- Dr. Davidson will discuss the content of the FMHA at the request of an attorney unless he deems it inadvisable to do so, if no objections to such discussions are raised, and if such discussions are not in contravention of the Court's Order or subsequent directives.
- Dr. Davidson agrees to post-FMHA involvement with the Court through such actions as depositions and testimony.
- In the event of post-FMHA involvement, Dr. Davidson's testimony will be based on the information provided for the FMHA, and may or may not be beneficial to the party requesting his testimony.
- Dr. Davidson may redact the FMHA for professional purposes. A redacted report removes information identifying you.
- In the event of Dr. Davidson's incapacity, death or cessation of practice, custody of the records will be maintained by Nancy Davidson, Ph.D., a clinical psychologist licensed in the State of Texas or other successor as selected by Dr. Davidson or his successors.

Fee policies and procedures for the FMHA. I understand that:

- The FMHA fee pays for the process necessary to generate the FMHA report.
- Any activities following the release of the FMHA are considered Post-FMHA, and will incur additional fees to the requesting party.
- Fees are payable in advance through a retainer. The retainer is an advance payment of funds that provides a credit balance against which fees will be charged.
- The initial retainer must be paid before Dr. Davidson may be identified as having been consulted with, retained, or declared as an expert witness in the matter.
- The initial retainer must be paid prior to or at the initial orientation meeting.

James Davidson Ph.D.
Forensic Psychology

- Payments may be made by cash, check or credit card.
- Payment made with a credit card will incur an additional 3% service fee to cover the discount rate charged by the credit card processor.
- A detailed account statement will be furnished upon request.
- Any credit balance in my account will be refunded once formal notice is provided by the Court or by the attorneys for both parties that Dr. Davidson's assignment has been completed, that no further services will be requested, and that Dr. Davidson is discharged.
- Once the initial evaluation retainer has been paid, \$1500.00 is not refundable should I decide not to proceed with this evaluation, since Dr. Davidson will have expended time setting up a file and may have turned down other work believing that this case would proceed.
- Charges for the FMHA may, and often do, exceed the initial retainer. The initial retainer does not represent the total cost of the evaluation. Additional retainers may be required.
- When the credit balance of the initial retainer reaches \$1000.00, I will be notified of the funds necessary to continue the evaluation. Work on the evaluation will cease until the retainer is replenished. Testimony, reports, and opinions will not be offered, written, or released until account balances are current and retainers have been paid.
- Fees are charged for services from the time of Dr. Davidson's notification by the Court or by your attorney of his appointment to conduct the FMHA.
- The proportion of fees that is my responsibility is determined per Court order or agreement by the attorneys.
- The extent to which a person pays the fee has no bearing on the opinions and recommendations by Dr. Davidson. The fee simply pays for Dr. Davidson's time.
- The Basic Fee for the Psychological Evaluation FMHA is \$3000, which includes:
 - Four hours or less of interview time with me.
 - One hour or less of interview time with a significant other.
 - Two hours or less of record review.
 - One hour or less of collateral interview.
 - Personality testing with the MMPI-2 and PAI.
 - Travel within the Dallas or Collin counties (Texas) or Ada, Canyon, Elmore and Boise counties (Idaho).
- The Basic Fee for a Child Custody/PTE FMHA is \$6000, which includes:
 - Four hours or less of interview time with each parent.
 - Two hours of observation and interview time or less with the child(ren)
 - Two hours or less of record review.
 - One hour or less of collateral interview.
 - Personality testing with the MMPI-2 and PAI.
 - Travel within the Dallas or Collin counties (Texas) or Ada, Canyon, Elmore and Boise counties (Idaho).
- Fees are charged at the rate of \$250/hour for time expended beyond the services described in the Basic FMHA Fee Schedule, or as specified for administrative, flat rate, and travel.
- The hourly fee rate may increase during the time of the evaluation with provision of a 30-day notice.

Fee policies and procedures Post-FMHA. I understand that:

- Post-FMHA actions include such services as depositions and testimony. These additional services are not part of conducting the FMHA, and incur additional cost and retainer to the requesting party.
- The Basic Fee for the Post-FMHA actions deposition or testimony is \$1750 per half-day (8:00 am – 12:30 pm or 12:30 pm – 5:00 pm), which includes:
 - Two hours or less of preparation time.
 - Three hours or less of testimony.
 - One hour or less of attorney conference.

James Davidson Ph.D.
Forensic Psychology

- Fees are charged at the rate of \$350/hour for time expended Post-FMHA beyond the services described in the Basic Post-FMHA Fee Schedule, or as specified for administrative, flat rate, and travel.
- When a half day is calendared and the fee paid, an additional half day fee must be paid at the time of service, or Dr. Davidson I will agree that he be excused from the proceedings.

Fee policies and procedures for support work. I understand that:

- Administrative fees are based on the rate of \$120/hour.
- Certain fees are based on a flat rate.

Please thoroughly review this document and consider reviewing this document with your attorney. The evaluation will not proceed until you have expressed your assent of and willingness to abide by the policies and procedures set forth in this document.

Instructions:

- Please initial every page, including the fee schedule, and sign this page in the space provided below.
- Your signature below indicates that you:
 - Have received, read, understand, and agree to be bound by Dr. Davidson's policies and procedures.
 - Recognize that neither the principle of confidentiality nor the principle of privilege applies to any information in this file concerning this matter.
 - Have had the opportunity to consult with an attorney on this document, and that you can consult with an attorney regarding this FMHA at any time.
 - Agree to release Dr. Davidson, and to release each person and entity with whom he consults, from any liability that might directly or indirectly result from the exchange of any information that might be related to this FMHA.

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

Your Signature: _____ Dated: ___/___/20__

Your Printed Name: _____

Dr. Davidson: _____ Dated: ___/___/20__

Fee Schedule

Fees are billed in 15-minute increments and allocated to the parties per the Court's payment formula except as noted below. Fees are calculated based on actual time expended using conventional rounding rules. For example, time expended on a task requiring 7-minutes or less is rounded to "0" minutes, resulting in no fee being charged. A task requiring 22-minutes is rounded down to 15-minutes, whereas a task requiring 23-minutes is rounded up to 30-minutes.

FMHA fees charged at \$250/hour include:

- Interviews of the parties and child(ren)
- Review of records
- Psychological test interpretation
- Observation of the parties and/or child(ren)
- Interviews of collateral sources
- Home or school visits
- Consultation with other mental health professionals, attorneys, or other professionals.

One party (not both) is charged for certain matters:

- Cancellation or not showing for any appointment for any reason with less than 48 hours-notice will incur a fee of \$250.

Post-FMHA fees charged at \$1750/half day include:

- Professional time required for preparation and response to affidavits, depositions, testimony, or Court appearance or scheduled Court appearance (hereinafter referred to as "actions").

Administrative Fees charged at \$120/hour include:

- Scheduling, copies, sending faxes, mailing and phone calls.
- Initial file preparation
- Record requests
- USB preparation

Flat Rate Fees include:

- Psychometrics used for an evaluation vary – cost can be provided upon request:
- Actual costs for obtaining third party records or information when the third party charges a record fee or for their professional time.
- Actual costs for obtaining records from another professional.
- Actual costs for transcription.
- Actual costs for postage, courier and non-USPS delivery (e.g. FedEx)

Travel Fees include:

- No additional costs are assessed for travel in Dallas or Collin county (Texas), or Ada, Canyon, Elmore or Boise counties (Idaho).
- Elsewhere, the actual cost is charged commercial travel, car fare, rental cars, office or conference room rental (excluding Regus or Intelligent Office) and related expenses. If a personal auto is used for travel, mileage is charged at the IRS rate.
- Travel time is not ordinarily charged.