

**INFORMATION ABOUT THE SAMPLE
FORENSIC INFORMED CONSENT CONTRACT**

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This Draft Forensic Informed Consent contract has been prepared for two reasons. First, it allows the psychologist to comply with the requirement that informed consent must be a part of professional psychological practice (Ethical Principles of Psychologists and Code of Conduct, 1992, Standard 4.02). Second, it allows the psychologist to establish a legally enforceable business relationship with his or her clients and minimize the risks that such business issues may become the bases for malpractice suits and ethics or licensing board complaints. Most risk management commentators advise that full informed consent is both ethically necessary and a good risk management strategy.

This Draft Forensic Informed Consent contract was designed for psychologists engaged in forensic practice. It should be read, reviewed, or otherwise explained to and signed by the individual subject of the evaluation.

There is a great diversity of business practices among psychologists. You should redraft this Draft Forensic Informed Consent contract to fit your business practices rather than adjust your practices to fit the contract. For example, it may not be your usual forensic practice to use audio or video taping as a part of your evaluation and you could choose to leave that section out of the document.

Since regulations and laws vary from state to state, these forms also may need modification before they can be used in your state. For example, some states may grant the person being evaluated access to information regardless of who contracts for it. We strongly advise you to have your personal attorney review this contract prior to implementation. The document should be in compliance with state and local statutes regulating the practice of psychology and should be clear of language that could be interpreted as a guarantee or implied warranty regarding the services rendered.

What follows is specific draft text that you may feel free to adapt for your practice or agency.

LETTERHEAD

FORENSIC INFORMED CONSENT CONTRACT

This Forensic Psychological Evaluation is being conducted at the request of

{Insert name of attorney, presiding court listing, name of insurance company, etc.}

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 under the age of <<**insert the proper age from your state's child abuse statutes**>> 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.

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 <<insert the number of hours for cancellation>> 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 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. <<If you use audio or tape recordings, insert the next sentence>> The interview and testing will be <<audio or video>> recorded in order to preserve an accurate record of the evaluation.

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 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: _____

Date: _____