Daniel L. Davis, Ph.D. ABPP
1335 Dublin Road Suite 201 B
Columbus, Ohio 43215
Telephone: 614.488.3680
Facsimile: 614.369.1301
Email: drdandavis@drdandavis.com

*Diplomate, American Board of Professional Psychology* | *Fellow, The American Academy of Forensic Psychology*

# INFORMED ASSENT/CONSENT

## FOR FORENSIC PSYCHOLOGICAL ASSESSMENT

You have been referred to Daniel L. Davis, Ph.D. ABPP to talk with you in order to make some decisions about your legal situation. After you have talked with me, a report will be written to the person who referred you to our office. Any private report written to your attorney will remain under attorney client confidentiality unless your attorney determines that it should be given to the court, at which time, it will not be confidential.

Any report that is ordered the court may be available both to your attorney and to the prosecutor. I will use my professional judgment as to what will be included in this report but anything that you say to me may be used in that report to the court.

Additionally, I may be asked to testify in court and may be asked about anything that you have told me.

You have the right to choose not to speak with me. After you begin the interview, you may ask to stop the interview at any time. You also have the right to speak with your attorney about this evaluation. If you decide not to talk with me, this may be included in any report to the court or to your attorney.

I have been asked to conduct a psychological assessment of you in connection with your legal case. This form was written to give you information about this assessment process. This document is for the sole purpose of facilitating a forensic psychological evaluation and not for therapy. You are therefore not a patient of Dr. Davis, and the therapist-patient confidentiality and privilege is not applicable. The goal of this assessment is to answer questions about you and the difficulties you may be having. The assessment will contain several parts.

In one part, which may take more than one session, I will be giving you several standard psychological tests. We will discuss the instructions in detail when I give you the tests and it will be important that you understand them. If at any point you are unclear as to the instructions, please let me know immediately so that we can ensure that you understand.

In the other part, I will interview you. I will ask you about yourself, your life and circumstances regarding your legal case. If there are any questions that make you uncomfortable, please let me know so that we can talk about your concerns.

In the final part of the evaluation, I will be reviewing records and talking with people, such as family members, friends, co-workers, physician, clergy, and/or current/former therapist whose names I will obtain from you, to get more information about you. This is to help me in finding materials that would provide outside corroboration to what you have to tell me. Upon signing this form, you are providing me with a release and giving me permission to contact people relevant to your case. I will only contact these people with your permission and will not share information about you during those contacts.

It is important that you be as honest as possible when responding to the items on the standardized tests, providing information during the interview, and your response to the assessment. Information that is withheld, incomplete, wrong, or misleading may be far more damaging than if I am able to find out about it now and put it in the context of my report or testimony. It is important for us to discuss any concerns you have in this area. Although I will try to be thorough when I interview you, I may not ask about some areas or information that you believe are important. If so, please tell me so that we can discuss it.

<u>Please read each item carefully and sign below indicating that you understand.</u>

- I understand that my psychological status is being evaluated in connection with my legal case.
- I understand that this release is for the purpose of facilitating forensic consultation and not for therapy and there is no therapist-patient privilege or confidentiality.
- I understand that this release is not a waiver of any attorney work-product privilege or attorney-client privilege should either of such privileges otherwise be available or in effect.
- I understand that Dr. Davis may write a formal report about me based on the results of this assessment if requested.
- I understand that Dr. Davis may testify about me and this assessment in deposition and trial(s) related to my legal case.
- The usual confidential relationship between a doctor and patient does not apply to this evaluation.
- The role of the forensic examiner is an objective evaluator, and not an advocate or treatment provider.
- Information obtained during your evaluation may be used as the basis for disposition or sentencing recommendations to the Court at the Court's request.
- Information obtained during your evaluation may be used in any further Court proceedings.
- Certain disclosures are bound by state and federal laws governing the confidentiality of mental health, alcohol and drug abuse, and HIV/AIDS records. Recipients of this information may re-disclose such information only in connection with their official duties. This includes mandatory reporting

responsibilities. That is, we are required by law to report known or suspected abuse or neglect of a child, vulnerable adult, or intellectually/developmentally disabled person; explicit threat of serious and imminent physical harm to an identified individual or structure; and previously unreported felonies.

- I understand that even if I interrupt or discontinue with the assessment, it is possible (depending on applicable laws, on rulings by the court, and/or decisions by the attorney in this case) that Dr. Davis may be called upon to submit a report and testify about the assessment, even if the assessment is incomplete.
- I understand that Dr. Davis uses professional copying and test scoring services and that documents from the file may be made available to such services.
- I understand that Dr. Davis consults with other professionals as part of his evaluation practice for mutual professional consultation. I understand that he engages in research and professional conferences in which anonymous evaluation material that I provide may be utilized for these purposes. I understand that my name and unique identifying characteristics will not be disclosed in any research or professional presentations.
- I understand that as part of conducting this forensic evaluation, Dr. Davis may consult with and exchange information with anyone that may be relevant to this legal matter.
- I understand that state laws may require Dr. Davis to disclose otherwise privileged information in situations of suspected child or elder abuse, of suspected potential harm to oneself or to another, in instances where the court shall order the disclosure of privileged information, or information to a subpoena for these records.
- I understand that, unless noted otherwise below, a photocopy of this form and my signature is as valid as the original.
- In consideration of Dr. Davis's agreement to perform this service, I release him and each entity from any liability that might directly or indirectly result from the exchange of any information covered by this agreement.
- I take sole responsibility for the information exchanged that may be detrimental and damaging to me or to my legal position.
- I agree that this is a legally binding document and that I fully understand the rights, privacy, and privileges that I waive by signing this agreement.
- I agree that if this is a report not funded by the court that no report shall be released until the professional fee is paid in full. Dr. Davis does not accept payment or referrals directly from examinees and payment must come from the office of the referring attorney.
- By signing below, I indicate that I understand and agree to the nature and purpose of this assessment, to the ways in which it may be reported, and to each of the points listed above.

Signature: _____ Date: _____

Parent/Guardian (if applicable): _____ Date: _____