



## **Informed Consent Agreement**

### **Custody Evaluation**

I understand that in order for Dr. Newton to serve optimally in the capacity of evaluator, and effectively serve the best interests of my children in this evaluation process, there must be a clear understanding and agreement about his role, procedures and fees. I understand that if Dr. Newton is to serve in this capacity, the following conditions must be agreed upon by me, as parent, in consultation with my attorneys, if represented.

#### **Scope**

I understand that Dr. Newton has been appointed by the court to conduct a comprehensive and neutral evaluation. I recognize that the purpose of conducting this evaluation is to gather information that will enable Dr. Newton to formulate an opinion concerning what custody and/or timeshare arrangement is most likely to be in the best psychological interests of my children.

I acknowledge that the scope of the specific evaluation will be described in the stipulation/orders and report. I am aware that all members of the immediate family will be available to be interviewed by Dr. Newton, to include both parents and children. I understand that any family member must be made available for as many interviews as Dr. Newton considers necessary, either alone or in groups. In addition, I agree that Dr. Newton may interview any and all other parties whom he considers to be possible collateral sources of information, such as nannies, teachers, doctors and therapists.

I recognize and accept that Dr. Newton does not presume that those whom he is evaluating are lying; however, he does not presume that they are telling the truth either. I understand that forensic psychologists are expected to secure verification of assertions made by those whom they are evaluating. I agree to cooperate as Dr. Newton seeks to verify assertions made by me.

I acknowledge that the evaluation process may include a visit to my home, and that visits are typically arranged and planned ahead, but are occasionally made unannounced by Dr. Newton. I understand that in some instances, Dr. Newton may make a visit to my child's (children's) school or day care.

I understand that information in a custody case is best collected from many sources. I understand that Dr. Newton routinely administers psychological tests as part of the evaluation process. Accordingly, I agree to complete any and all tests that Dr. Newton considers useful to the process. I agree to have my child(ren) complete such tests if Dr. Newton considers them warranted. I understand that Dr. Newton will explain which tests will be administered, and how they will be used, at the time of administration.

I acknowledge that my attorney(s) has been invited to submit any material that they consider to be useful to Dr. Newton in the evaluation process. I understand that all material provided to Dr. Newton must also be copied to opposing counsel. I acknowledge that every document and correspondence I have with Dr. Newton must be provided to the other party or his/her attorney. I accept that it is my responsibility to provide copies of all documents that are submitted to Dr. Newton, to all other parties involved, either directly, or through my attorney. I understand that I am to complete the Proof of Service (POS) form available from Dr. Newton and located on his website, with all documents I provide to him.

I understand that the evaluation services provided by Dr. Newton in this evaluation process do not include psychotherapy, crisis intervention or weekend meetings. I recognize that Dr. Newton is not available on an emergency basis. I understand that the custody evaluation process is not to be confused with treatment, guidance, mediation, therapy or health services. I understand Dr. Newton will not make interim recommendations of any type.

I understand that recommendations will be made to the court, but the psychologist is not a decision maker and the role of the evaluation is to provide the court with a description of the facts and circumstances, analysis of the family, hypotheses about the child and parents, and predictions about which alternative residential living arrangement will produce the best developmental outcomes for the child, or be in his or her psychological best interests. However, it is understood that in some circumstances, Dr. Newton may determine that it is not appropriate to express an ultimate issue opinion and what parenting plan will be in the child's best interests. In these instances, Dr. Newton will try to describe the relative advantages and disadvantages associated with alternative plans and decisions the court may choose to implement and order.

### **Allegations of Abuse / Neglect**

I understand that Dr. Newton is required by law to report allegations of abuse or neglect. I acknowledge that the penalties imposed on mandated reporters who fail to report such allegations are severe. I recognize that if allegations are made by either parent or the child(ren), they will be reported by Dr. Newton. I acknowledge that his action in reporting allegations must not be interpreted as a display of support for the individual who has made the allegations, or as an indication that Dr. Newton disapproves of the alleged actions of the person who has been accused. I understand that Dr. Newton must report such allegations, and that by reporting, it does not suggest that he finds allegations credible.

I understand that the financially responsible party (parties) will be billed for any time expended if it should become necessary for Dr. Newton to report allegations of abuse/neglect to Child Protective Services, and that it will include time spent filing the report, being interviewed by CPS, and any other processes involved.

### **Limits of Confidentiality**

I understand that the principles of confidentiality and privilege do not apply within the context of this evaluation, and that all information shared throughout the testing process may be made public in reports or by testimony. I recognize that such information may include my statements, tape recordings, diaries, correspondence, emails, photographs, observations outside the interview context, and documents I complete or supply. I understand that Dr. Newton will prepare a final report that summarizes findings and recommendations, and that this report will be sent simultaneously to the attorneys and the court, or as the court order directs.

I understand that Dr. Newton may be called upon to testify in this case or other related Family Law matter regarding this evaluation. I am aware that if he is called to testify, anything I have discussed with Dr. Newton, and anything contained in the file, may be disclosed at the direction of the court or in response to a subpoena.

I understand that by law, Dr. Newton may reveal to one party what has been told to him by the other at his discretion, so that he has full opportunity to explore all pertinent points with both parties. I understand that Dr. Newton will respect private interests; however, he may make disclosures as he determines necessary to conduct a comprehensive evaluation.

I understand that by presenting information to others, verification of information provided may be sought by Dr. Newton, and others may be afforded opportunities to respond to allegations that may have been made. I accept that statements made by my child(ren) may be cited in an evaluation report, and that information provided to Dr. Newton by my child(ren) is not confidential. I agree that I will not tell my child(ren) that what they say to Dr. Newton is confidential. I acknowledge that it is important that I do not mislead my children. I understand that information concerning payments to Dr. Newton is also not confidential.

I understand that technical staff may help organize materials and assist Dr. Newton with tasks. I understand that technical and clerical staff who become involved in aspects of my evaluation receive instruction in matters relating to confidentiality, and have signed confidentiality statements on file.

I acknowledge that the need may arise for Dr. Newton to discuss the evaluation with other professionals and/or provide a copy of the report to colleagues for their review and comments. I understand that all names and identifying information is changed and I agree that if Dr. Newton deems it necessary to consult with other mental health professionals, attorneys or other professionals, time expended for such consultations will be billed to my account.

### **Release of Information and Records**

I agree to sign any and all releases necessary to obtain reports or information from others who may supply relevant data (including, but not limited to: psychiatrists, psychologists, therapists, teachers, school officials, pediatricians, employers, etc.). I understand that this may include information from people I have been involved with in the past, as well as at present.

I understand that Dr. Newton will maintain all notes, documents and test data in a safe and proper manner in accordance with applicable laws for the state of California. I understand that release of any material will require a court order or subpoena and copying fee. I understand that final documents are generally released to attorneys, parents appearing in pro per, and the court, although court orders may specify otherwise.

I acknowledge that psychologists are admonished by a code of ethics to release test data only to individuals qualified to interpret them. I understand that unless otherwise instructed by the court, test data will be released only to a mental health professional with appropriate credentials and training who is competent to interpret forensic test data.

### **Fees**

I acknowledge that Dr. Newton's fees are not paid by the court, and that the manner in which Dr. Newton's fees will be paid has been determined by the court. I understand that the work that Dr. Newton is doing will be done for the court.

I understand that Dr. Newton's fee for conducting a custody evaluation is \$325.00 per hour, and applies to time spent for preparation as well as attendance. Preparation time includes time expended for reviewing documents, preparing written reports, declarations, recommendations and correspondence, consulting to attorneys, phone calls, reviewing emails and any other time associated with the evaluation. Attendance time includes meetings, hearings, depositions and trial testimony.

I understand that Dr. Newton will require advance payment for any days required for trial testimony. Appearances in court are always calculated in half day increments. If the trial is continued, settles out of court, or is otherwise delayed, or if Dr. Newton does not testify as scheduled, the retainer will be fully refunded, less fees for preparation time, when notice is received at least five (5) working days prior to the trial. Fifty (50) percent of the retainer, less the fees for preparation time, will be refunded when notice is received at least two (2) working days prior to the scheduled date of appearance. Less than 48 hours' notice, the retainer is forfeited.

I understand that fees for an assessment of this type are usually not reimbursable by health insurance. I accept that fees are charged retroactively from the time that Dr. Newton's services are initially requested and a file is opened. I understand that no claims for health insurance reimbursement will be completed by Dr. Newton or PlusFour Solutions.

I understand that to begin the evaluation process, an initial retainer of \$5,000.00 is required and should accompany this signed agreement prior to the commencement of the evaluation. I accept that this retainer shall be allocated equally between parties, unless ordered differently by the court. I understand that should the evaluation process cost less than the retainer, a refund will be made to me by Dr. Newton. I understand that should the initial retainer be exhausted prior to the completion of the evaluation, an additional retainer will be required so that the evaluation may be completed. I understand that I will be notified in such case and Dr. Newton will provide me with a statement of expenses, along with an estimate of proposed fees to complete the process. I understand that PlusFour Solutions

accepts payments by credit card, through PayPal and that the PlusFour Solutions PayPal link can be accessed through the PlusFour Solutions website.

I understand that Dr. Newton may be called upon to testify in this case, or any other related Family Law matter, regarding the custody and visitation issues of the minor(s). I understand that a subpoena may be required for Dr. Newton's appearance, and I agree to pay fees for deposition and court appearances in advance.

I understand that I will be responsible for the cost of any appointment that I cancel or miss. I understand that I must provide 48 hours notice when canceling to avoid being charged for Dr. Newton's time. I understand that leaving Dr. Newton a voice mail or email message is acceptable notification to cancel an appointment.

I acknowledge that there may be times when the actions of one party will make it necessary for Dr. Newton to make telephone calls and/or correspond with others. I accept that with regard to fee calculation, no distinction will be made between time expended in administrative matters, and time expended in evaluation activities. I understand that fees for time expended in administrative activities are apportioned in the same manner as other fees.

I understand that the performance of evaluation-related services by Dr. Newton does not cease with the issuance of a written report and/or recommendations. I acknowledge that fees for all post-evaluation services such as correspondence, phone time, attendance at conferences or hearings, review of court orders, and so forth, are the responsibility of the party requesting the services, unless other arrangements have been made. I recognize that in the case of post-evaluation services performed for the court, it is assumed that fees will be paid for by the financially responsible party (parties) identified in the court order.



I have read the material above, discussed it with my attorney (if represented), understand it, and agree to participate as outlined. I recognize that Dr. Newton is a licensed clinical and forensic psychologist, who is voluntarily following APA & AFCC ethical guidelines. I understand that his primary concern is to place the best interests of the children above all else. Therefore, I recognize that Dr. Newton's findings may not ultimately support my position in the litigation; nevertheless, I will fulfill my obligation to cooperate, pay fees due to Dr. Newton, and maintain appropriate respect and decorum at all times. I acknowledge that this may include the payment of fees related to testifying in court. I appreciate that this may include the payment of fees related to preparing reports that do not support my position, and testifying in court in support of the other parent's views.

My signature below indicates:

1. I have received, read, understood and will abide by Dr. Newton's evaluation and office policies and procedures;
2. I am waiving privilege with respect to any information in Dr. Newton's file concerning this matter;
3. I am authorizing the release of information, including an evaluation report, to the court, attorneys, and other parties to which the Court has directed Dr. Newton to release the report.

I understand that it is not to be inferred that I agree with all of Dr. Newton's policies and procedures. By signing this consent, I am not waiving any rights I may have to raise objections to any policies and procedures.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Printed name of parent