



## **Informed Consent Agreement**

### **Forensic – Testing**

I understand that in order to administer psychological testing, there must be a clear understanding and agreement about Dr. Newton's role, procedures and fees. In this way, the best interests of those involved in this assessment process will be most effectively served.

#### **Scope**

I understand that the scope of this evaluation is limited to psychological testing. Dr. Newton will administer, score and report test data. Dr. Newton may review documents and/or make collateral contacts only if necessary. I understand that Dr. Newton will **not** be making recommendations at any point in this process.

#### **Limits of Confidentiality**

I understand that there is no confidentiality in this process. All information I share throughout the testing process may be made public in reports or by testimony. I understand that Dr. Newton will prepare a final report that summarizes findings, and that this report will be sent simultaneously to the attorneys and the court, or as the court orders direct.

I understand that Dr. Newton may be called upon to testify in this case or other related Family Law matter regarding this assessment. 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 California law requires that appropriate agencies be notified in cases where there is reasonable suspicion or evidence of child abuse, elder abuse, stated intention to injure another party or imminent danger of harming oneself, or inability to function or care for oneself.

#### **Releases**

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.).

#### **Fees**

I understand that Dr. Newton's fee for conducting psychological testing is \$325.00 per hour, and applies to time spent interviewing, administering tests, reviewing documents, telephone conversations, conferences, correspondence, preparing report(s), and court preparation.

I understand that Dr. Newton will require advance payment for any days required for 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 to begin the assessment process, an initial retainer of \$3,500.00 is required and should accompany this signed agreement. I understand that should the assessment 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 assessment, an additional retainer will be required so that the assessment 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 in some cases due to time constraints and the need for expediency, Dr. Newton's ability to get an itemized statement to me may lag behind his actual work completed. I understand that Dr. Newton accepts payments by credit card, through PayPal and that the PlusFour Solutions PayPal link can be accessed through the website.

I understand that I will be responsible for the cost of any appointment that I cancel or miss. I understand that I must provide 24 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.

### **Records**

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 understand that in most cases a report will be the final product of this assessment process. I understand that clerical staff may help organize materials and assist Dr. Newton with clerical tasks. I understand that this individual has signed a confidentiality agreement and provides clerical/administrative support only.

### **Expertise**

I understand that Dr. Newton is a recognized expert in this area of practice and that his Curriculum Vitae is available to attorneys upon request.

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 ethical guidelines. As such, his primary concern is to place the best interests of the children above all else. Therefore, I recognize that his findings may not agree with what I believe is in the best interests of the children; 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.

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Date

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Signature

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Printed Name