

**Richard Alberta, Psy.D.
Licensed Psychologist
Forensic Psychology**

The Lumber Exchange Building
10 South Fifth Street – Ste. 700
Minneapolis, MN 55402

Office: 612-305-4370
Facsimile: 612-729-3136
rich@citilink.com

**Informed Consent, Court & Forensic Consultation Policy,
Privacy Policy, & Contract**

The following explains my approach, limits of confidentiality, reports, scheduling, and the release of reports. This form was developed to cover a broad range of forensic evaluations, and therefore some of the procedural provisions may not arise during the course of my work on this matter. If you believe changing a provision is appropriate given your situation, please discuss your concerns before you sign this form.

Procedural Provisions

- 1. Responsibilities of attorneys and forensic psychologists.**
Whereas most attorneys strive to be a “zealous” advocate for their client, a forensic psychologist strives to be a zealous advocate for the data. My ability to effectively advocate for the data is dependent upon demonstrating that I used scientific procedures aimed at producing reliable information and avoiding undue bias. Almost all forensic evaluations evoke stakeholders with different positions and interests, and sometimes the questions arising from these events are among the most pressing matters experienced in the course of their entire life. To most effectively serve the decision makers in this setting this lengthy document describes procedures aimed at minimizing sources of conflict, avoiding ethical dilemmas, minimizing unnecessary costs, and managing other influences that could diminish my ability to effectively advocate for the data in a credible manner. Admittedly, these procedures are more time consuming and inconvenient than the procedural safeguards encountered when one hires a psychologist to provide counseling or routine testing. Please take the time to read and understand this document. It is a legally binding contract, which sets forth the ground rules I follow so that I can efficiently reach conclusions that are based on the state-of-the-science and presented in a credible manner to the decision maker. And, of course, do not hesitate to ask me to clarify any of the provisions that seem unclear or confusing to you.

Initials _____

2. **Avoiding conflict of interest.** While sometimes such conflicts are unavoidable, many are foreseeable and can be avoided. One obvious source can be avoided by not providing forensic services, therapy services, or mediation services to the same people or parties.
3. **Avoiding concerns regarding undue influence.** I seek to maintain a professional distance from attorneys with who I work, the decision-maker(s) in this matter, or with the individuals whom I evaluate. I generally document every contact with any one involved in this matter, starting with the first phone call or contact. In most cases, I prefer that those whom I evaluate communicate their needs or questions through their attorney or representative, and if that is not possible, in writing. Those whom I am evaluating or who are paying for my services should not take this personally or as some type of rejection, aloofness, or disregard. I simply care more about being able to present the evidence and opinions without having to consider (or have others worry) if friendship or personal loyalties exerted an undue influence on my work. This consideration is even more critical if my evaluation supports or enhances the position of the paying or retaining party. In such cases, it is helpful that the other side of the dispute and the decision-maker appreciate to the extent possible the steps that I took to keep “politics” and other irrelevant factors removed from my professional opinion.
4. **Even though I am licensed as a psychologist, I am not providing health care.** Accordingly:
 - a. I will not bill a health insurance company for my services because healthcare is not being provided.
 - b. If one anticipates high loads of stress or has a history of emotional disorder, their condition could worsen because of the stress and other demands of this process. For this reason, I suggest that such person also retain a therapist (other than myself) who can provide support and assistance.
 - c. Even though some of the services I provide in the course of this evaluation could be considered Privatized Health Information under the Health Insurance Portability and Accountability Act (HIPAA) if they had been provided in a health care setting, I am not providing health care. Accordingly, any person that I evaluate waives the right or protection they would otherwise have under HIPAA or other applicable state and federal legislation.

5. **Limited confidentiality and privilege.** In this case, I am providing services with the assumption that an attorney-client or other legal privilege exists until determined otherwise. Accordingly, I will not release information unless one of these four events occur:
 - a. I receive proper written permission authorizing disclosure, or
 - b. the party waives their privilege, or
 - c. the information that I possess is subpoenaed. In such a case, I will make a reasonable attempt to contact the party holding the privilege before releasing the information, or
 - d. or discovery (or suspicion) that any party is at risk of harming self, others, or property. In such a case, I will notify law enforcement, social services agencies, and the intended victim(s) to the extent required by either law, professional ethics or standards of practice, or personal ethics to neutralize the threat. I will also advise the appropriate authorities if one discloses their involvement in any sexual or physical abuse of another person. If a person under 18 years of age discloses past unreported physical or sexual victimization, I will notify the appropriate authority. Some state codes require that disclosure of certain communicable diseases be made to the Department of Health. Some state codes, including law in Minnesota, require disclosure if a pregnant woman is using illicit chemicals during the gestation period.

6. **Child Custody Disputes & Motions for Temporary Custody.** I do not perform child custody disputes and motions for temporary custody. I will provide the names of forensic psychologists who specialize in this type of service.

7. **Raw psychological test data** will generally not be provided to a party, attorney, or Court because advanced psychological training is required to interpret such data. If the party requesting such materials has a legitimate right to the material, I will release it to a licensed psychologist serving as a consultant for that party.

8. **Electronic recording.** In cases in which I interview parties, subject, or witnesses, I will audio and/or video record the interaction, including telephone calls. I will not always remind the subject that I am recording. This provision is not bilateral, and therefore, the subject agrees to obtain my specific permission on each occasion they desire to make an electronic recording of our interactions. Electronic recording of a test administration or of a

structure interview will not be permitted on any occasion. Similarly, I may decide to not record the administration of standardized psychological tests in the interest of test security and preserving the security of materials that may otherwise be considered secret or confidential. I usually do not record a conversation with an attorney when an attorney-client privilege exists. In all cases, I will retain the sound and video files up to a year after the submission of my report unless I receive a written request to keep the recording for a longer period. If any party desires a copy of a recording, I reserve the right to refuse the request. If I agree, the copy will only be provided after the requesting party has paid for the costs of transcribing the recording.

9. **Forensic protocol regarding receipt of documents and third-party information.** I want to review all pertinent documents before rendering a temporary or final opinion, and want to review a sufficient amount of records before I meet with any of the parties in this matter so my interviews contain relevant questions. However, before sending or bringing documents to my office, please note the following guidelines, which allow me to receive the documents in conformance with well-accepted forensic practice. Adherence to these guidelines is also a cost-saver because it relieves me of the burden of verifying the authenticity of the documents. These guidelines include:
- a. Documents should be sent to me from either their original sources (e.g., medical or psychological records would be sent directly from the clinic or doctor), or directly from an officer of the Court (i.e., an attorney). In the event the attorney does not have a particular document, please ask the source of the document to mail it directly to me.
 - b. If any of the evidence I am asked to review consists of electronic media (e.g., recordings), I may insist that I receive them directly from the attorney or from another officer of the court who will assume the responsibility for assuring that such evidence was legally obtained and likely to be deemed admissible.
 - c. For documents that are mailed, please send them to my Lumber Exchange Office, unless I specifically indicate otherwise.
 - d. While it may not seem logical to a party in the case, one's attorney should not omit or prevent review of any evidence that is prejudicial (i.e., the other side may use it to support their position). It is better that I learn such information up front, so I can fully advise the

retaining attorney of the limits of my testimony before calling me as a witness.

10. **Reports.** In those cases in which an attorney retains me and has an option of calling me as a witness, I will advise the attorney to my general conclusions before writing a report:
- a. Once an attorney, judge, or other party has decided that I will give an expert opinion in a matter, the payer should understand that I will write a thorough and detailed report, unless unique circumstances dictate otherwise. **One may expect an objective report (and any testimony) will contain information that is both favorable and unfavorable to their position.** Depending on the nature of the situation, composition of a report will take a considerable amount of time and be of considerable expense, often costing more than the total amount paid prior to developing the report.
 - b. Before I write the first draft of a report, the paying party must (1) pay the outstanding balance in full, plus (b) the amount that I estimate will be the cost of the first and final drafts of the report.
 - c. It is my professional responsibility to maintain an open mind to various theories and explanations up until the moment that I provide sworn testimony or provide a final report. Such practice is consistent with my interpretation of Rule 703 of the *Federal Rules of Evidence*. If I am able to do a comprehensive evaluation before providing a final opinion, my opinion is not likely to shift significantly as the matter proceeds. If either side conceals relevant evidence from my consideration until the last moment, or new important evidence is brought to my attention, they should not be surprised if my testimony or opinion changes accordingly.

Agreement and Contract for Procedures

Your signature indicates that you have read, understand, and agree to all terms of this document, and that you have received a copy of this document. The person(s) signing below also agree(s) to comply with its provisions.

Signature of party requesting services _____ Date _____

Signature of additional party requesting services _____ Date _____

Attorney's signature (if attorney is retaining me) _____ Date _____

Contact information for Attorney (complete even if attorney did not sign)

Name _____ Name of firm _____

Address _____ Suite # _____ City _____ State _____ Zip _____

Phone _____ Fax _____ Cell _____

Email address (print clearly) _____

Contact information (client)

Name _____ Birth date _____

Address _____ City _____ State _____ Zip _____

Home phone _____ Work phone _____ Cell _____

Email address (print clearly) _____

Employer

Name _____

Address _____ City _____ State _____ Zip _____

Hour and days worked _____

Email address (print clearly) _____

Initials _____