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Independent Contractor

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**PROCEDURES FOR A FORENSIC
PSYCHOLOGICAL EVALUATION/FOCUSED EVALUATION/RISK ASSESSMENT
RETAINER AGREEMENT**

1. It is understood you have been referred or court ordered for a psychological evaluation. This agreement is to explain what the evaluation will entail, what is required, and to assure your participation and agreement by reviewing it and providing your signature. The evaluation will proceed after Dr. Thorpe receives the following:
 - a. A copy of a court order which names Dr. Tamsen Thorpe the court appointed psychologist to conduct the evaluation, a letter from the attorneys agreeing to Dr. Thorpe by mutual consent, or a letter from the attorney wishing to retain Dr. Thorpe on behalf of this client.
 - b. The initial retainer for this evaluation is \$5,000.00. Billing will be at the rate of \$300 hourly and include hours spent for interviews, as well as hours spent in reviewing materials, phone contact with other professionals and collaterals, and report writing. **If the charges exceed the retainer, an additional payment may be requested to continue the evaluation.** Delays in making payments will result in delays in the progress of the evaluation. **The writing of the report may incur additional fees. All fees must be paid in full before the report is released.**
 - c. A copy of this document signed by the adult/adults to be evaluated, and/or both parents if a child is to be evaluated. Please initial each page at the bottom.
2. These evaluations may include interviews of parents and children where indicated, and/or psychological testing, of both objective and projective nature, the review of

relevant documentation, and Dr. Thorpe receiving information from collateral contacts. It is understood that the evaluation may require five or more visits. Regarding scheduling appointments, because your appointment time has been reserved for you, it is required that you give a 24-hour notice of cancellation. This office reserves the right to charge for missed appointments at the rate of a normal office visit. Due to Dr. Thorpe's court involvement, there may be occasions that your appointment will have to be canceled due to Dr. Thorpe being called upon for court testimony. In the event that does occur, every effort will be made to reschedule your appointment in a timely manner.

3. Prior to that initial meeting, permission forms for the evaluation will be signed, as well as forms permitting the release of the psychological reports to the Court and to the attorneys. In addition, forms permitting the evaluator to make collateral contact with previous therapists, physicians and other professionals/relevant individuals who have been involved with the family will be signed.
4. It is understood that forensic evaluations do not imply the customary recognition of confidentiality in communications between patients and psychologists. Therefore, any statements made by the parents may appear in reports of these evaluations and may be discussed with the other parent in the course of the evaluation.
5. Any documents or evidence (emails, logs, pictures, audio or video recordings, etc.) will only be accepted if it is sent to me by your attorney, with a **cover letter indicating the material being sent**. Any documentation provided **will not be returned** whether the evaluation is completed or terminated. Please note that fees are incurred for time spent reviewing documents. Therefore, provide **only the most relevant documents**. **Note: No documentation will be accepted via e-mail. All documentation must be bound via stapled, pronged or binder.**
6. Parties understand that if, during the course of an evaluation, the evaluator obtains information that raises, for the first time, a reasonable suspicion that one or more of the children have been a victim of child abuse, the evaluator has a legal obligation to report such suspicion to the Division of Child Protection and Permanency (DCPP) for further investigation.
7. It is not standard practice to tape (video/audio) sessions/or have third party observers present during interview sessions Dr. Thorpe reserves the right to not allow taping to occur. Taping without Dr. Thorpe's knowledge and permission is not allowed. Should this occur, Dr. Thorpe will have the option of terminating the evaluation process, informing attorneys and/or the Court that taping has occurred, and collecting all fees associated with work that has been completed.
8. It is understood these evaluations are primarily forensic in nature and not therapy. This service is not covered under medical insurance. No forms to submit will be provided.

9. For time spent in depositions/court testimony Dr. Thorpe's fee is \$350.00 per hour. The party requesting her deposition shall inform Dr. Thorpe how many hours need to be set aside in her schedule, and that party shall be responsible to pay for that time, even if the deposition/testimony concludes earlier. Time spent preparing for the deposition/testimony is billed at the rate of \$350.00 per hour (minimum 2 hours) and time spent traveling to and from the deposition/testimony is billed at the rate of \$350.00. Fees for the deposition/testimony are due at least 5 business days in advance or Dr. Thorpe will not reserve the time. Please see Dr. Thorpe's Expert Witness Fees for more details.
10. Dr. Thorpe's professional involvement in this evaluation will terminate upon final judicial decree or under any of the following circumstances:
 - a) Receipt of notification from the retaining party informing Dr. Thorpe that the dispute has been resolved; or
 - b) Receipt of notification from the retaining party informing Dr. Thorpe that her services are no longer required, or
 - c) Refusal or failure of the retaining party to abide by the stipulations of this Agreement.
11. Should Dr. Thorpe's participation in this evaluation be terminated prior to the delivery of a report and/or Court testimony, Dr. Thorpe shall be entitled to collect ALL professional fees accrued prior to notification of termination. Furthermore, she shall be under no obligation to disclose information, prepare or submit a report, or provide deposition or Court testimony in this matter. In the event that the contract has been executed and the retainer has been paid, whether it is prior to the first appointment or after appointments have begun, I understand and accept that a minimum administrative fee of \$500.00 will be charged against the retainer for case set up/case preparation, contract preparation, phone calls, letters written and the like. The accumulated fees will be charged against the retainer and any unused portion of the retainer will be refunded to the payer.
12. Dr. Thorpe's involvement will terminate upon failure or refusal of any retaining party in this evaluation to abide by **any** of the conditions set forth in this Agreement document, **or** continued behavior by any retaining party or his/her/their attorney which, in the opinion of Dr. Thorpe, constitutes a pattern of uncooperative behavior rendering an effective and/or unbiased evaluation unlikely, **or** if, in Dr. Thorpe's professional judgment, her continued involvement in the case would constitute active participation in or passive cooperation with unethical or inappropriate behavior, or even give the appearance of such participation or cooperation. Should such a situation arise, Dr. Thorpe shall have the right to collect all fees which have accrued at the point of her withdrawal.
13. If at any point during the evaluation process, I decide to be pro se and not have any legal representation, a conflict of roles develops. In this case, Dr. Thorpe reserves the right to terminate the evaluation process and shall be entitled to collect ALL professional fees accrued prior to notification of termination.

14. Should any attorney demand production of clinical documents in this or any related action, Dr. Thorpe will comply fully with the regulations and guidelines of the New Jersey State Board of Psychological Examiners.

The term *test data* refers to raw and scaled scores, client/patient responses to test questions or stimuli, and psychologists' notes and recordings concerning client/patient statements and behavior during an examination. Those portions of test materials that include client/patient responses are included in the definition of *test data*. Pursuant to a client/patient release, psychologists provide test data to the client/patient or other persons identified in the release. Psychologists may refrain from releasing test data to protect a client/patient or others from substantial harm or misuse or misrepresentation of the data or the test, recognizing that in many instances release of confidential information under these circumstances is regulated by law.

I have read the above list of procedures for conducting a Forensic Psychological Evaluation, have discussed it with my attorney, and agree to its contents.

Signature

Date

Please print name

