



Elaine Orabona Foster, Ph.D., ABPP

2488 Calle de Guadalupe #594, Mesilla, NM 88046-0594

Tel: 575-323-0341 Fax: 575-252-6132

Email: dr.elainefoster@gmail.com

INFORMED CONSENT AGREEMENT AND RELEASE FOR FITNESS FOR DUTY EXAMINATIONS. PLEASE READ FULLY BEFORE SIGNING.

You are here today because your department or agency has referred you for a fitness for duty (FFD) examination. Doctor Foster is called the **Examiner** in this document. **The "Client" is the entity you name below who referred you for this examination.** If you were referred by a department or other official entity, you **must** name of that entity **only**. ***You are not the Examiner's clients or patient.***

The examination you were to receive will include you're being given several tests and then being interviewed by the Examiner. The interview may ask many questions which are related to your fitness for your job. The entire process may take as many as six hours or more. You will be given breaks for use of the bathroom, eating or to relax briefly.

You maybe used to participate, or to answer specific questions relating to your fitness for duty. That's fact will, however, be reported to the referring client. The Examiner will strive to be fair, impartial, accurate and objective in her assessments.

Findings may include conclusions as to whether you were fit or not fit for duty and, if not, why. The client may act upon these findings with a range of administrative actions. Reports may include recommendations deemed feasible by the Examiner to possibly help you become fit. **The Examiner does not make any personal decisions and serves only as an adviser to the employing (referring) entity. Results of this examination are confidential and will not be revealed by the Examiner to any other person or entity except the one you specified below (or add in any other separate release).** If you require any special assistance to take this examination, please inform the Examiners at this time.

No additions, deletions, or changes may be made to this document without the written agreement of the Examiner. By signing this agreement, you certify that you understand and agree to it in full. If there is any area which you wish to have explain to you, please indicate that to the Examiner.

A) WAIVER. You agree to hold the Examiner harmless from any liability or action that may be taken by your employer as result of this evaluation. In agreeing to this, you acknowledge that the Examiner does not make any personal decisions, which are entirely the responsibility of the employer. You also understand that signing this form does not affect your right to pursue any available administrative remedy against the referring entity, or the Examiners as otherwise permitted by law.

B) CONFIDENTIALTY. The Examiner recognizes that this examination, the information provided by an about you, and the report is to be treated as a confidential medical record. The report is to be considered a part of an internal affairs investigation and will be treated as such by the referring employer.

C) NO RIGHT TO RECORDS OR EXPLANATION OF RESULTS. You acknowledge that records from this examination belong jointly to the agency and the Examiner. You are not entitled to records from this evaluation or an explanation of the results pursuant to the American psychological association ethics code, section 9.10, as well as principles of copyright, trade secrets and tests security (see *Roulette v. Department of Central Management*, 141 Ill. App.3d 394, 490 N.E.2d 60 1986). However, you have the right to request these records, or issue a subpoena for them, as part of any hearing, disciplinary proceedings or a appeal of same resulting from this examination. In such instances, you agree to execute and provide a HIPAA compliant release and appropriate protective order to the Examiner, and to pay statutory fees allowed under law to reproduce same.

D) INFORMATION SHARING. Any information regarding you, and known to the Examiner, either as a result of a prior examination for any jurisdiction, from background information, for from observational data, maybe used by the Examiner in formulating the present findings and maybe provided to the agency named below.

E) RIGHT TO ATTORNEY REVIEW: You have the right to have this form reviewed by an attorney prior to signing this agreement. You acknowledge that no threat, reward, promise, coercion and or any other undue influence has been use by the Examiner to obtain your cooperation in this examination or in the execution of this release.

F) HONESTY: You understand that honesty is a requirement of this examination. Evidence of dishonesty, omissions or misrepresentations in your test, survey or interview responses will be noted and can be grounds for disciplinary action at the discretion of your employer. If asked, you must disclose any and all charges, investigations, etc., even if they were juvenile, sealed, expunged or pardoned.

G) PAYMENT FOR EVALUATION: Your referral today was at the discretion of your employing agency which is responsible for the costs involved in this examination. Please make known to the Examiner if any other arrangement was described to you.

H) RECORDING: Tape recording or any other audio or video recording of any portion of this examination is prohibited without prior written consent from the Examiner.

You will be given an exact copy of this form for your own records. **By signing, you certify that you understand this document and agreed to all conditions contained in it.**

I (print your full name here) _____ do hereby designate that results of this examination should be forwarded to:

Print name of your Agency or person to receive report here: _____

Your signature: _____

Date: _____