

Daniel P. Brewington

[REDACTED]

[REDACTED]

[REDACTED]

dan@danhelpskids.com

February 24, 2011

F. Aaron Negangard  
Prosecuting Attorney  
Seventh Judicial Circuit  
Dearborn County Courthouse  
Lawrenceburg, IN 47025  
812.532.2095 phone  
812.537.4295 fax

Re: Follow-up on October 30, 2009 complaint against Dr. Edward J. Connor.

Dear Prosecutor Negangard,

I am inquiring about the complaint that I delivered to the Dearborn County Sheriff's Department and the Dearborn County Prosecutor's Office on October 30, 2009. The complaint dealt with mail and wire fraud on the part of Kentucky psychologist Dr. Edward J. Connor, of Connor and Associates, PLLC.

As you were already aware, Dr. Connor was not licensed to practice psychology by the state of Indiana when he was serving as a psychological expert to Indiana Courts. My biggest concern is how Dr. Connor continues to retaliate against me because I have raised concerns about Dr. Connor's unethical and illegal conduct. My October 30, 2009 letter to your office detailed numerous false written statements that Dr. Connor made to lawyers, judges, and clients, including myself. The most disturbing attack from Dr. Connor came in his September 10, 2008 letter to Ripley Circuit Judge Carl H. Taul where Dr. Connor claimed that I suffered from reality distortion because I accused him of unethical and/or illegal conduct. A copy of Dr. Connor's letter to Judge Taul was included in my October 30, 2009 letter to your office. Dr. Connor's September 10<sup>th</sup> letter also contained a copy of a letter to me dated September 9, 2008, where Dr. Connor explained in great detail that his office staff erred in not having me sign a copy of Dr. Connor's Office Policy Statement. Dr. Connor also stated that it did not matter that I was not provided a copy of his contract to review and sign because Dr. Connor claimed that his Office Policy Statement was "simply an adjunct document" to the court ordered custody evaluation. The following day, Dr. Connor proceeded to attack me in an ex parte letter to Judge Taul claiming that I did not understand Dr. Connor's policies regarding confidentiality. After attacking me for not understanding that Dr. Connor's unsigned Office Policy Statement was an "adjunct document" to the custody evaluation, on May 27, 2009, Dr. Edward J. Connor testified

in the Dearborn County Circuit Court that his Office Policy Statement was NOT an “adjunct document” to the court ordered custody evaluation.

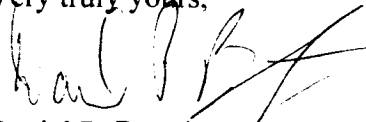
At the time of my October 30, 2009 letter to the Dearborn County Prosecutor’s Office and Dearborn County Sheriff’s Department, I did not have a copy of the transcripts from Dr. Connor’s testimony on May 27, 2009. During the May 27<sup>th</sup> hearing, when I questioned Dr. Connor about his Office Policy Statement, Dr. Connor testified that his office staff mistakenly had the mother sign Dr. Connor’s Office Policy Statement. [Copy of Dr. Connor’s testimony attached hereto.] When I asked about his prior statements regarding Dr. Connor’s previous allegations about his Office Policy Statement being “simply an adjunct document” to the court order, Dr. Connor testified to the following, “It’s an adjunct -- it’s not an adjunct to a court order. It’s -- it’s adjacent to what we do when people come in.” [See attached transcripts from Dearborn Circuit Court.]

It is quite clear that Dr. Connor has attacked me for going to law enforcement and government officials about the matter. I am including a copy of Dr. Connor’s testimony regarding Dr. Connor’s Office Policy Statement with this letter. If you have misplaced or have any difficulties finding my October 30, 2009 letter, I will be publishing the letter in addition to this letter on the internet. You will be able to find a link to the information on [www.danbrewington.blogspot.com](http://www.danbrewington.blogspot.com).

I truly hope that this information will assist you in any legal endeavors regarding protecting victims from retaliatory actions. The information should also be helpful in preventing the Prosecutor’s Office from unknowingly presenting evidence or testimony from a psychological expert with well documented history of going to great lengths to mislead the Ripley and Dearborn County Courts. A prompt response would be greatly appreciated.

If you have any further questions, please do not hesitate to contact me.

Véry truly yours,

A handwritten signature in black ink, appearing to read 'Dan Brewington', with a large, stylized flourish extending from the end.

Daniel P. Brewington  
Activist

cc: Dearborn County Sheriff Mike Kreinhop  
[www.danbrewington.blogspot.com](http://www.danbrewington.blogspot.com)

1 **PETITIONER'S WITNESS - EDWARD CONNOR (CROSS)**

2 simply an adjunct document to the court order - - it says the office  
3 policy statement, which the Petitioner signed for individual  
4 psychological services - - it says, 'it appears you were not provided  
5 with this document when you initially came into our office, which  
6 was an oversight of part of the office staff.'

7 A. That they provided it to the mother, yes.

8 Q. Well, it says up here, 'you were not provided with it when you  
9 initially...' then you wrote, 'nevertheless, the office policy statement  
10 is simply an adjunct document to the court order in which you and  
11 Ms. Brewington agreed to participate fully in a custody evaluation to  
12 be conducted at this office.'

13 A. There was an agreed order signed for a custody evaluation - -

14 Q. Yes, but is that office policy statement an adjunct document to the  
15 court order?

16 A. I'm not sure what you mean by this.

17 Q. Well, I'm not sure, either. You wrote it.

18 A. It's an adjunct - - it's not an adjunct to a court order. It's - - it's  
19 adjacent to what we do when people come in. They fill out the forms  
20 for the evaluation to participate in it.

21 Q. But you wrote that - - it says, which is - - the office policy statement  
22 is simply an - -

23 MS. LOECHEL: I believe this has been asked and answered.

24 Q. - - adjunct document to the court order in which you and Ms.  
25 Brewington agreed to participate fully in a custody evaluation.'

1 **PETITIONER'S WITNESS - EDWARD CONNOR (CROSS)**

2 A. No.

3 Q. You couldn't release it? Why is that?

4 A. Because I would still need to get her consent or a court order.

5 Q. Did you have the parties sign a consent and release form at the  
6 beginning of the evaluation?

7 A. A consent and release form?

8 Q. Yes.

9 A. There was a form that's signed when the parties come in for the  
10 evaluation, yes.

11 Q. Well, what forms do you normally have the parties sign at the  
12 beginning of evaluations?

13 A. There is a consent to participate in the evaluation and there's also a  
14 form that we are to release the report to the Court and both  
15 representing attorneys, the report.

16 Q. Yes. And so, what other forms were there that you normally - -

17 A. There are no other forms for a custody evaluation. There was a form  
18 that was incorrectly given to Ms. Brewington from our secretary at  
19 the time, who is no longer with us. But the basic custody forms - -

20 Q. But that - - that form is an adjunct document to a court order?

21 A. No.

22 Q. Then why did you write a letter to Judge Taul on September 10<sup>th</sup>,  
23 stating that - - or, uh, you wrote a letter to the Respondent on  
24 September 10<sup>th</sup> - - or 9<sup>th</sup> - - I'm sorry - - which states that you were  
25 not provided with the office policy statement, yet the document is

Daniel P. Brewington  
[REDACTED]  
[REDACTED]

Thomas Grills  
Ripley County Sheriff;  
Richard Hertel  
Ripley County Prosecutor;  
Aaron Negangard  
Dearborn County Prosecutor;  
David W. Lusby  
Dearborn County Sheriff

October 30, 2009

Re: Criminal Fraud Complaint against Dr. Edward J Connor, Psy D of Connor and Associates, PLLC, Erlanger, Kentucky.

To whom it may concern:

Please see the attached documents of Dr. Edward J. Connor Psy D. Dr. Connor's actions have caused incomprehensible emotional damages to my children as Dr. Connor's actions led to the termination of my three and five-year-old daughter's relationship with their father. Dr. Connor's documents, pertaining to the child custody evaluation he performed in my divorce case, are fraudulent in nature. Dr. Connor sent the fraudulent documents via fax and US Mail, which constitutes wire/mail fraud. As Dr. Connor's wire/mail fraud have covered three states (IN, KY, and OH) and at least four different counties (Ripley and Dearborn Counties in Indiana; Kenton County in Kentucky; and Hamilton County in Ohio), his actions appear to be in violation of federal law. I would hope that your respective departments might provide some insight on the proper authorities to contact or take the appropriate action to protect the citizens of your respective counties from this kind of illegal conduct.

Recently I received the following letters from Dr. Connor through an attorney handling a separate legal matter in Ohio. The letters are consistent with previous writings Dr. Connor has sent via Fax and US Mail in that they contain false and contradictory statements. Dr. Connor's recent letters are as followed:

- In Dr. Connor's September 21, 2009 letter to my attorney [Attached hereto as 1] Dr. Connor stated, "I am in receipt of your letter dated 9/15/09 regarding the [request for Daniel Brewington's records]. Please be advised that Daniel Brewington was provided with copies of the records you are requesting and thus, should have them in his possession for your review. He further should have copies of the voluminous correspondence he sent to this office as well as any correspondence sent to him"
- In Dr. Connor's September 28, 2009 letter to my attorney [Attached hereto as 2] Dr. Connor stated, "I will have the records for Daniel Brewington prepared by Friday October 2, 2009. However, I am quite perplexed as to why this is necessary given that Mr. Brewington already has copies of all of his records to/from our office. We will fax

an invoice to you as soon as we have the records copied. Please note payment must be received before the records can be released.”

- In Dr. Connor’s October 2, 2009 letter that was faxed to my attorney [Attached hereto as 3], Dr. Connor stated, “The records concerning Mr. Brewington have been copied and while I indicated the records would be available to you no later than today, I am unable to release them at this time.”
  - Dr. Connor stated that he could not release the records due to “a legal and ethical responsibility to protect the confidentiality of all clients.”
  - Dr. Connor’s refusal to provide my attorney with my medical records from Dr. Connor’s office came just four days after Dr. Connor stated, “Mr. Brewington already has copies of all of his records to/from our office.
  - Dr. Connor stated the fees associated for copying the file would be \$176.35
    - 940 copies at \$.10 per page
    - 4.5 hours of administration time at \$16.00 per hour
    - Postage amounting to \$10.35
  - Dr. Connor stated in his contract, Provisions to Serve as an Impartial Expert in a Custody Evaluation [See below, attached hereto as G], “The cost for file copying is \$.10 per page, postage and a \$20.00 administration fee.”

Dr. Connor’s statements concerning the release of my records are frightening, especially taking into consideration that Dr. Connor is responsible for making recommendations that determine the course of children’s lives. Dr. Connor also performs psychological evaluations for death row competency hearings. Dr. Connor stated that I had my case file then claimed he could not release the health record because Dr. Connor just became aware that my health record contained confidential information about other people. Dr. Connor stated that he “suddenly” realized my health record contained confidential information about other people in his October 2, 2009 fax, while Dr. Connor has been giving false/contradictory statements in obstructing the release of the case file since March 6, 2008. The following is a brief synopsis of Dr. Connor’s actions and fraudulent statements sent via fax and US Mail:

- On May 14, 2007, my wife and I entered into an agreed order in the Ripley Circuit Court to undergo a child custody evaluation with Connor and Associates in Erlanger, Kentucky.
- On August 29, 2007, Dr. Connor released a child custody evaluation report.
- On February 21, 2008, Dr. Connor contacted Ripley Circuit Court Judge Carl Taul to inform Judge Taul that there were numerous errors and oversights in Dr. Connor’s child custody evaluation. [Attached hereto as A]
- On March 11, 2008, Dr. Connor denied my request for a copy of the case file citing reasons concerning confidentiality. [Attached hereto as B]
- On March 26, 2008, Dr. Connor said he would be happy to release the case file to me when he received verification from the Court that I was representing myself. [Attached hereto as C]
- On March 27, 2008, Dr. Connor stated he “interpreted” Judge Taul’s ruling to be that I was only to have the custody evaluation report and not the evaluation case file. [Attached hereto as D]
  - There is no such ruling or order by the Court.

- On April 16, 2008, Dr. Connor wrote, “Mr. Brewington is correct in stating that our contract indicates we would provide the [case] file to the representing attorney; however, given the circumstances, we believe a court order is necessary to release the file to Mr. Brewington, given that Mr. Brewington is representing himself, pro-se. [Page 4 of the addendum to the evaluation report attached hereto as E]
  - Dr. Connor refused to provide me with a copy of the case file even when I presented Dr. Connor with the Court’s September 3, 2008 Order. [Attached hereto as F] The Court stated, “Delivery to counsel is the same as delivery to the party personally.”
- On August 4, 2008, Dr. Connor wrote, “I am prohibited from releasing the confidential information contained within the file per state and HIPAA laws and regulations. Please refer to the attached copy of the Provisions to Serve As An Impartial Expert In A Custody Evaluation, which you signed on 6/18/07.”
  - On page 4 of the addendum to the custody evaluation, Dr. Connor confirmed that the Provisions to Serve As An Impartial Expert In A Custody Evaluation [Attached hereto as G] states the parties were entitled to a copy of the evaluation case file.
  - Dr. Connor’s contract states, “If your attorney requests a copy of the case file please be advised that The American Psychological Association prohibits us from psychological test data to non psychologists.”
  - Line 112 of the Opinions and Declaratory Rulings of the Kentucky Board of Examiners of Psychology<sup>1</sup>, dated February 7, 2005 [Attached hereto as H] states, “In summary, psychologists credentialed by the Board must follow the Code of Conduct to allow the credential holder to release test data.”
  - Dr. Connor sent me a copy of my psychological test data on May 22, 2008 [Cover letter attached hereto as I], after I sent Dr. Connor a copy of the ruling by the Kentucky Board of Examiners of Psychology.
- On September 9, 2008, Dr. Connor wrote, “With regard to the Office Policy Statement, we do not have a signed Office Policy Statement for you on file. It appears you were not provided with this document when you initially came to our office, which was an oversight on the part of the office staff. Nevertheless, the Office Policy Statement is simply an adjunct document to the Court order in which you and Ms. Brewington agreed to participate fully in a custody evaluation to be conducted at this office. Further, the parameters for the evaluation are outlined in the document entitled “Provisions to Serve As An Impartial Expert In A Custody Evaluation,” which you signed on 6/18/07.” [Attached hereto as J]
  - Dr. Connor’s Office Policy Statement [Attached hereto as K] indicates that Dr. Connor entered into a separate agreement with the Petitioner to provide individual psychological services while Dr. Connor was conducting a child custody evaluation for both parties.
  - I had requested a copy of the Office Policy Statement bearing my signature because the Petitioner had submitted the document as evidence in her argument against the release of the case file during a June 13, 2008.
  - I had no knowledge of the Office Policy Statement prior to the June 13, 2008 hearing.

- During the final hearing on May 27, 2009, Dr. Connor testified that the Office Policy Statement was NOT an adjunct document to the Court order and Dr. Connor's office mistakenly had the Petitioner sign the document at the beginning of the evaluation.
- In a September 10, 2008 letter to the Court [Attached hereto as L], Dr. Connor attacked me citing that I did not "understand or accept the basic premise of confidentiality."
  - Dr. Connor claimed he was an extension of an Indiana court, though not licensed by the state of Indiana at the time of the evaluation, and requested "protection" from the Court.
  - In a letter to Dr. Connor dated September 16, 2008 [Attached hereto as M], Judge Taul informed Dr. Connor that Dr. Connor was not an extension of the Court and would not be provided with "protection."
- On December 5, 2008, Judge Taul recused himself from the case after engaging in ex parte communications with Dr. Connor.
- Dearborn Circuit Judge James D. Humphrey denied my access to the case file from Dr. Connor's evaluation after the April 29, 2009 hearing on my Motion in Limine.
  - Judge James D. Humphrey denied my motion to appoint a GAL to represent the children during the April 29, 2009 hearing.
- Judge James D. Humphrey allowed Dr. Connor's evaluation and testimony during the final hearing on May 27, 2009 despite IC 31-17-2-12 stating that the evaluation is hearsay if the investigator's case file is not provided to the parties upon request.
- With no accusations or evidence of incident or injury to the children during the course of the 2.5 year divorce where I cared for the children nearly half the time, Judge James Humphrey terminated my parenting time with my three and five-year-old girls without warning.
  - The issue of terminating my parenting time was not addressed during trial.
  - Dr. Connor's evaluation made no mention of any parenting deficiencies or concerns about my children's emotional or physical well being while in my care, nor did Dr. Connor recommend supervised visitation or termination of parenting time at any point. Dr. Connor's evaluation report stated:
    - "Dan completed the Child History Questionnaire for both children. He seemed to have a good awareness of the children's overall developmental milestones and attainments and also a good awareness of the children's interests, desires, and individual differences. He also showed a good awareness of various parenting strategies and techniques. In general, there are no significant deficits noted in Dan's overall understanding of the children."
    - "It is clear that the children are very attached to both parents."
    - "Dan can certainly provide childcare for the children."
    - "We certainly understand that the children value their relationship with [dad]."
    - "Currently, Dan has the children every Wednesday during the day and overnight and every Friday during the day and overnight and every third Monday during the day and overnight and equal weekend time." "We see no reason why this schedule should not remain intact at this time"



- Judge Humphrey wrote in the decree, “According to Dr. Connor’s testimony, Husband’s writings are similar to those of individuals who have committed horrendous crimes against their families.” [Page 6 of final decree attached hereto as N] No such writings were submitted as evidence and Judge Humphrey and Dr. Connor obstructed my access to Dr. Connor’s case file making it impossible for me to get another professional to analyze the alleged writings.
- Judge Humphrey wrote, “The record of this case shows that Husband has attempted to intimidate the Court, the Court staff, Wife, Dr. Connor and anyone else taking a position contrary to his own. The Court is most concerned about Husband’s irrational behavior and attacks on Dr. Connor. Frankly it appears that these attacks have been an attempt at revenge for taking a position regarding custody contrary to Husband.” [Page 8 of final decree attached hereto as O]
- There was no record of any accusations of incident or injury to the children during the course of their entire lives while in my care yet Judge James Humphrey terminated my parenting time due to “irrational attacks” on Dr. Connor. **[Note: Dr. Connor has never taken any civil nor criminal action towards me. Judge Humphrey claimed that I “tried to intimidate” the Court staff even though there were no complaints filed by the Court staff and there was no testimony by the Court staff.]**
- After playing an equal role in caring for my two little girls for their entire lives, Judge Humphrey waited nearly three months after the final hearing to terminate my ability to see my little girls.
  - There were no investigations by social services, no police reports, no concerns from pediatricians or psychologists, no concerns from teachers, etc...
  - My ex wife did not call any witnesses to testify about any account of the children’s emotional or physical health being at risk while in my care.

Judge James D. Humphrey’s termination of my parenting time is judicial vindictiveness and Judge James D. Humphrey decided to punish my three and five-year-old daughters because I attempted to hold Dr. Edward J. Connor accountable for unethical and illegal conduct. Judge Humphrey was aware of above attachments A-O because they were all part of the Court record. Many of the attachments were submitted multiple times in different motions and hearings. Rather than cast a shadow of a doubt on Dr. Connor’s ethics, Judge Humphrey punished me for what Judge Humphrey called irrational attacks on Dr. Connor. Judge Humphrey seemed more concerned about protecting Dr. Connor than protecting the welfare of two little girls.

I have included a CD-ROM with two audio files and one video. The audio file titled Bonnie Cunningham is an excerpt from a longer recording of an event where three female office workers from the Dearborn Circuit Court harassed me. I had made an appointment to listen to the audio from a hearing and when I inquired about reviewing public records, the office workers became hostile and Bonnie Cunningham stated “our Judge doesn’t lie” as if it was not necessary to inspect the public record. When I was told to leave, I was met by two police officers that were apparently present to “monitor” me. The male officer in the video informs me that I was not permitted in the Dearborn County Courthouse if I did not have “any more business.” Obviously, this was false as the female officer stated “we’re done” and the officers left without forcing me

to leave which brings into to question what they were “done” doing and who instructed them to do something.

I have been very public about the abuses of Judge James D. Humphrey and his actions in punishing my children in Judge Humphrey’s attempts to protect Dr. Connor’s criminal actions. I have exercised my First Amendment Rights in posting the troubling events of my divorce on the internet in an attempt to protect other children and families from falling victim to people like Judge James Humphrey and Dr. Edward J. Connor. I was disturbed to get a voice message on October 8, 2009, from someone alleging to be a detective from the Dearborn County Special Crimes Unit. A man claiming to be Detective Mike Kreinhop left me a message stating that he wanted to get my side of the story regarding a complaint someone made against me concerning “my writings.” I returned the man’s phone call and he was very vague about the nature of his inquiry. The message said someone filed a complaint. He stated on the phone that an attorney brought the matter to the attention of the prosecutor and the prosecutor told him to investigate the matter. The man would not tell me who made the complaint or any details of the complaint; he just wanted to meet me. Even more disturbing, he indicated that he knew that my mother lived in Cincinnati; which is distressing given the level of judicial vindictiveness coming out of Judge Humphrey’s courtroom. The following day, I had an attorney call the man alleging to be a detective and he did not return the phone call. The attorney called again, nearly two weeks later and the man said he would not discuss any matter over the phone and he would not meet with the attorney privately unless I was present. The attorney advised me to stay out of Indiana.

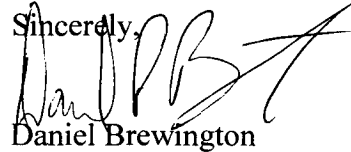
Please tell me the proper authorities that I should contact to report Dr. Connor’s use of telecommunications and US Mail to commit fraud. Please let me know if there is any truth to an investigation of my websites by a man named Mike Kreinhop because the secrecy of the nature of the alleged investigation and the inference that he knows where my mother lives is distressing. If Mike Kreinhop is a real detective and has investigated the matter, he is aware of the misconduct of Dr. Connor, Judge Humphrey and possibly others and the Dearborn County Special Crimes Unit may be subject to legal action if Mike Kreinhop failed to report criminal misconduct in an attempt to protect Dearborn/Ripley County from legal damages.

I have always maintained that I will hold everyone legally accountable for damages suffered by my children resulting from unethical/illegal activity. The best-case scenario in this debacle is that the entire situation has been a big misunderstanding. The worst-case scenario is that this is one of the worst examples of government corruption spanning, at the least, Dearborn and Ripley County. There are few crimes worse than trusted public officials emotionally abusing two innocent little girls.

If you fail to contact me about my concerns, I will assume that you are part of the problem and I will include your names and offices in the color of law complaint with the FBI. I will also add your names and positions to the list of public officials in Dearborn and Ripley County who condone the abuse of children, resulting from the actions of criminal unlicensed psychologists and the Judges who protect them. If it is determined through subpoena, discovery, and/or deposition that Mike Kreinhop’s “investigation” was nothing more than a shakedown because I stuck up for the rights of children and parents, there will be serious legal consequences. I feel that an investigation of the matter by the county(s) would be more efficient than conducting a

private investigation by means of civil litigation. A private investigation would entail discoveries, subpoenas and depositions to determine who was aware of the situation and to find out if anyone took any action against me resulting from a possible directive from Judge Humphrey. It would be necessary to find out why Judge Humphrey wrote that I “tried to intimidate” the Court staff when there was no testimony from any of the court staff or the officers in the video. It also begs the question why Judge Humphrey was conducting his own investigation in the matter.

Today is my daughter’s 6<sup>th</sup> birthday and I cannot see her. I hope protecting children is more important than protecting unlicensed psychologists who commit fraud and vindictive judges that allow the psychologists to continue to hurt children. Go to [www.dadsfamilycourtexperience.com](http://www.dadsfamilycourtexperience.com) and [www.danbrewington.blogspot.com](http://www.danbrewington.blogspot.com) for more information. Please feel free to contact me with any questions.

Sincerely,  
  
Daniel Brewington

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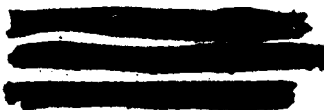
<sup>i</sup> Dr. Edward J. Connor was not licensed to practice psychology by the State of Indiana. Dr. Connor has been appointed to provide psychological services by Indiana Courts while Dr. Connor was not licensed to practice psychology by the state of Indiana. For example, in B.W. vs. State of Indiana, filed July 14, 2009, the Appellate Court wrote, “The juvenile court [Judge James D. Humphrey] ordered B.W. to have a psychological evaluation by licensed psychologist Ed Connor. Dr. Connor evaluated B.W. in October 2006...” Dr. Connor was not licensed by the state of Indiana.

**Connor and Associates, PLLC**  
*General Psychological Services*

1447

**Forensic Assessment, Consultation & Treatment**Edward J. Connor, Psy.D.  
Sara Jones-Connor, Ph.D.

September 21, 2009

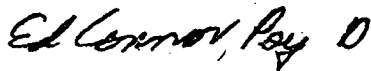


Re: Request for Daniel Brewington's Records

Dear 

I am in receipt of your letter dated 9/15/09 regarding the above. Please be advised that Daniel Brewington was provided with copies of the records you are requesting and thus, should have them in his possession for your review. He further should have copies of the voluminous correspondence he sent to this office as well as any correspondence sent to him.

Sincerely,

Ed Connor, Psy.D.  
Licensed Clinical Psychologist

EC/sj



**Connor and Associates, PLLC**  
*General Psychological Services*

1987

**Forensic Assessment, Consultation & Treatment**

Edward J. Connor, Psy.D.

September 28 2009

[REDACTED]  
[REDACTED]  
[REDACTED]

Re: Daniel Brewington's Records

Dear [REDACTED]

I will have the records for Daniel Brewington prepared by Friday October 2, 2009. However, I am quite perplexed as to why this is necessary given that Mr. Brewington already has copies of all of his records to/from our office.

We will fax an invoice to you as soon as we have the records copied. Please note payment must be received before the records can be released.

Thank you.

*Ed Connor, Psy D*

Edward Connor, Psy.D.  
Licensed Clinical Psychologist

**Connor and Associates, PLLC**  
*General Psychological Services***Forensic Assessment, Consultation & Treatment**Edward J. Connor, Psy.D.  
Sara Jones-Connor, Ph.D.

October 2, 2009

SENT VIA FACSIMILE**RE: Request for Daniel Brewington's Records**

Dear [REDACTED]

The records concerning Mr. Brewington have been copied and while I indicated the records would be available to you no later than today, I am unable to release them at this time for the reasons outlined below.

After conducting a cursory review of the records you requested, it is apparent that there are numerous references to Mr. Brewington's children by name as well as information about the mother interspersed throughout the documents. There are also photos of the parties that Mr. Brewington sent to me. I instructed my staff to black out names or identifying information; however, it quickly became clear that this was extremely tedious and time consuming and there was no guarantee that a confidential item would not be overlooked given that there are 940 pages of records. I have a legal and ethical responsibility to protect the confidentiality of all clients and therefore cannot release records containing information about the mother and children without proper consent. Before I can forward the records you have requested to you in their entirety, I must receive one of the following:

- A court order directing me to release the specific records to you as outlined in your letter dated 9/15/09
- A consent form signed by the mother permitting me to release documents directly to you that contain information about her and the children.

Additionally, please note that the copying fees currently total \$176.35 including:

- 940 copies at \$.10 per page
- 4.5 hours of administrative time at \$16.00 per hour
- Postage amounting to \$10.35

RE: Daniel Brewington  
DATE: October 2, 2009  
PAGE: 2

The fee for copying must also be received before we release the records and I would prefer that you or your office contact mine to make the payment rather than Mr. Brewington doing so himself.

Sincerely,

*Ed Connor, Psy.D., R.L.E.*  
Ed Connor, Psy.D.  
Licensed Psychologist

**Connor and Associates, PLLC**  
*General Psychological Services***Forensic Assessment, Consultation & Treatment**

Edward J. Connor, Psy.D.  
Sara Jones-Connor, Ph.D.  
Jean A. Deters, Psy.D.  
Ellen Yass-Reed, M.A.  
Steve Hoersting, M.Ed.  
Sharon Davis, L.P.C.C.

February 21, 2008

Hon. Judge Carl H. Taul  
Ripley Circuit Court  
Courthouse Square, 115 N. Main  
P.O. Box 177  
Versailles, IN 47042-0177

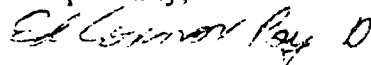
**RE: Brewington vs. Brewington**  
**Cause No.:** [REDACTED]

Dear Judge Taul,

On 2/19/08, Mr. Dan Brewington dropped off a packet of information to myself and Dr. Sara Jones-Connor regarding the custody evaluation in the above-captioned case. Mr. Brewington's documents indicate that there are numerous errors and oversights in our report. In the spirit of accuracy and fairness, I intend to offer both Mr. Brewington and Mrs. Brewington an additional appointment and render an addendum to the initial report after doing so, provided you are in agreement with this matter. Unfortunately, I do not have an available appointment until Monday, March 31 at 8 a.m. for Mr. Brewington. Mrs. Brewington's appointment would be at 11:30 a.m. on the same date. I will reduce my fee significantly for each party if you are in agreement that I be permitted to update my evaluation.

Please feel free to contact me with any questions or concerns.

Respectfully,



Ed Connor, Psy.D.  
Licensed Psychologist  
KY License #1007

CC: Angela G. Loechel, Esq., Attorney for Petitioner  
310 West High Street  
Lawrenceburg, IN 47025

Thomas Blondell, Esq., Attorney for Respondent  
208 Walnut Street  
Lawrenceburg, IN 47025

A



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**Forensic Assessment, Consultation & Treatment**

Edward J. Connor, Psy.D.  
Sara Jones-Connor, Ph.D.  
Jean A. Deters, Psy.D.  
Ellen Yass-Reed, M.A.  
Steve Hoerstring, M.Ed.  
Sharon Davis, L.P.C.C.

March 11, 2008

Mr. Dan Brewington  
4104 E. County Rd. 300 N.  
Milan, IN 47031

Dear Mr. Brewington,

With regard to your letters dropped off at our office on March 6, 2008, I am forwarding this response:

- To ensure the integrity and confidentiality of the test information and prevent misuse or misinterpretation of your data, we will release the data to a licensed psychologist trained in the administration and interpretation of the psychometric tests used. Please provide the specific name and address of the professional to whom you wish to send the data. We must have a release of information signed by you before we can send the data to him/her.
- We cannot release a copy of the case file to you without Ms. Brewington's consent, as it contains confidential information about her as well as the children in addition to yourself.
- Copies of our curriculum vitae are enclosed.
- With regard to what will be discussed, we will address whatever concerns or questions you may have, which already appear to be outlined in your previous correspondences.
- My reference to "errors and oversights" was relative to your documents stating that these exist in the report. You have already made a list of what you believe to be errors and oversights and we will use the meeting to review them.
- I will interview your mother at a separate time and date for an additional fee of \$80 per hour. Please have her contact my office to schedule an appointment time if you wish for me to do so.
- If Melissa requests that additional family members be interviewed, I will do so at the same fee noted above
- You are correct that the agreement you signed stated a fee of \$110 per hour; however, for the purpose of this update, the fee will remain at a

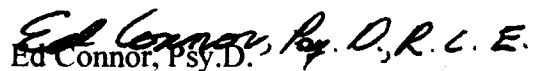
TO: Dan Brewington  
RE: Response to letter  
DATE: March 11, 2008  
PAGE: 2

reduced rate of \$80 an hour (\$160 for the two-hour period), with the additional monies covering the discussion and chart review time, as well as the typing and editing costs of the addendum.

- Dr. Sara Jones-Connor can be present at the meeting to address your concerns about the observation sessions directly. If you wish for her to attend the session, her fee is in addition to mine and will also be \$80 per hour. All fees are due prior to the appointment.
- We can address the topic of ADHD in the meeting; however, there will not be any professional present other than Dr. Jones-Connor and myself.

Please note that the additional appointment times offered are not simply to correct demographic errors (i.e., incorrect dates or names), as these will be corrected regardless of whether we meet or not. The primary purpose of the additional session will be to address the multiple concerns you have raised and review the additional information you state you have gathered since the completion of our evaluation. You have provided us with an extensive array of items that you believe to be errors and/or oversights. We are certainly willing to listen to your concerns and correct any obvious errors; however, we may or may not concur with all of your statements and conclusions regarding the evaluation and report. We will consider the information and submit any alterations we deem necessary to the Court in the form of a written addendum.

Sincerely,

  
Ed Connor, Psy.D., R. L. E.  
Licensed Psychologist  
KY License #1007

EC/egb

**Forensic Assessment, Consultation & Treatment**

Edward J. Connor, Psy.D.  
Sara Jones-Connor, Ph.D.  
Jean A. Deters, Psy.D.  
Ellen Yass-Reed, M.A.  
Steve Hoersting, M.Ed.  
Sharon Davis, L.P.C.C.

March 26, 2008

Mr. Dan Brewington  
4104 East County Rd. 300N  
Milan, IN 47031  
VIA FACSIMILE 812-654-2000

**RE: Your letter dated 3/4/08 and faxed on 3/25/08**

Dear Mr. Brewington,

In response to your letter dated 3/4/08, which was faxed to our office on 3/25/08:

- We would be happy to send Dr. Pentz a copy of your psychological test data as you requested.
- With regard to your statement that you have “filed an appearance as a pro-se individual” so that the case file can be mailed to your home address or that you can pick this up in our office, please understand that we must first verify this with Judge Taul. A letter was sent to Judge Taul today requesting his response as soon as possible. If I receive verification from the Court of your pro-se status, I would be happy to release the chart records to you. However, given the large amount of documentation and extra staff time required for copying, I cannot guarantee that the records will be ready for you in advance of our 3/31/08 appointment.
- With regard to your request to have your session tape-recorded, that is fine and I will do the same. Our intent is to be sure that no factual information is inaccurate. However, it is not possible for you to have a third party accompany you to the session as a “witness” given the confidential nature of the evaluation and information to be discussed.
- Please understand that during this session, I will not elaborate or define my opinion on any matter as this is reserved for a deposition and/or live testimony with the other party’s attorney present and/or for the Judge’s interpretation of my opinions.

TO: Dan Brewington  
DATE: 3/26/2008  
PAGE: 2

- With regard to your concern about why I have been persistent about not having your mother, Sue Brewington, present during any of my office interviews with you, I beg to differ. Grandparents are not present with parents during child custody evaluation interviews. In addition, I waited an additional 40 minutes for your mother to arrive at your home visit in order to interview her and save her from making a trip to Kentucky. You indicated she was aware of the appointment; however, she did not show. As previously stated, I would be happy to accommodate your mother for an independent interview for the purposes of this evaluation. Please have her call my office and schedule an interview.
- With regard to your concern that I have not informed Judge Taul that additional sessions may be conducted, any need for additional sessions will be determined after we have completed the follow up session on 3/31/08.

In conclusion, I would like to remind you that the fee for the follow up session and any corresponding addendum has been reduced to \$80 per hour. However, please note that if you wish for me to conduct additional sessions, interviews, etc. for the purpose of adding to the original evaluation and report, my time for doing so will be billed at a rate of \$110 per hour.

Finally, if you wish to have Dr. Jones-Connor present during your interview on 3/31/08, the total fee would be \$160 per hour. Please call our office by 5 p.m. Thursday, 3/27/08 and notify my secretary, Ms. Ellen Busse, if you would like Dr. Jones-Connor to be present for any or all of your session. Dr. Jones-Connor could potentially sit in for one hour, versus the entire session, if you so choose. Also, please understand that the fee must be paid at the time of your arrival in cash, check, credit card or money order.

Sincerely,



Ed Connor, Psy.D.  
Licensed Psychologist  
KY License #1007

EC/egb



# Connor and Associates, PLLC

General Psychological Services

## Forensic Assessment, Consultation & Treatment

Edward J. Connor, Psy.D.  
Sara Jones-Connor, Ph.D.  
Jean A. Deters, Psy.D.  
Ellen Yass-Reed, M.A.  
Steve Hoerstring, M.Ed.  
Sharon Davis, L.P.C.C.

March 27, 2008

Mr. Dan Brewington  
VIA FACSIMILE 812-654-2000

**RE: Response to your 3/26/08 fax**

Dear Mr. Brewington,

In response to your fax received the afternoon of 3/26/08:

- Our correspondence with Judge Taul indicates that you have a right to the "evaluation" at this time. As such, we do not interpret this as you having a right to the entire file, but simply the "evaluation" report.
- As stated in the 3/26/08 letter, we will forward your psychological test results to Dr. Pentz.
- As stated in my 3/11/08 letter, I will interview your mother at a separate time and date at an additional fee of \$80 per hour. I will meet with her independently, and again, please have her call my office to schedule an appointment if she wishes to do so.
- If there are additional sessions requested and/or interviews beyond that which I have agreed with you and your mother, those sessions will be billed at the normal rate of \$110 per hour.
- You are correct in stating that in my 3/11/08 letter that I stated that we will "address whatever concerns or questions you may have" and address "the multiple concerns you have raised and review the additional information you state you have gathered since the completion of our evaluation."
- Please understand that by this, neither I nor Dr. Sara Jones-Connor will discuss any interpretation of our opinion from a psychological perspective without both attorneys present or in the presence of Judge Taul.
- I am eager to hear your concerns and will certainly make note of them and reassess our opinion/recommendation and write an addendum accordingly.
- In conclusion, I appreciate the opportunity to make any corrections of factual information and will also reconsider our opinion after listening to your concerns. Mrs. Brewington is also being offered an additional appointment to express her concerns as well. Furthermore, we are still unclear as to whether you want Dr.

DATE: 3/27/2008  
PAGE: 2

Jones-Connor to sit in on the meeting. And again, the cost for that would be \$160 per hour.

Sincerely,

*Ed Connor, Psy D*

Ed Connor, Psy.D.  
Licensed Psychologist  
KY License #1007

CC: Hon. Judge Carl H. Taul  
VIA FACSIMILE 812-689-6104

Hon. Angela Loechel  
VIA FACSIMILE 812-537-1937

RE: Brewington vs. Brewington  
DATE: 4/16/2008  
PAGE: 4

participated in the invitation for an interview with these examiners because she may "see how Mr. Brewington really is and therefore does not participate."

In summary, we apologize for the errors noted above, but in the "bigger picture," it remains our opinion that Mr. Brewington and Ms. Brewington simply do not meet the criteria for joint custody, as this is a "high conflict" custody dispute with dynamics that are not conducive to joint custody or shared parenting. In our report, we state that Mr. Brewington and Ms. Brewington's psychometric profiles "...are quite different and clearly indicate that their relationship will continue to be fraught with agitation, disorganization, ineffective communication, and over-reaction to minor details and perceived criticisms. As such, joint custody will only lead to further arguments and possible litigation," (page 27). Unfortunately, it appears this has been the case since our report was completed over seven months ago. Thus, our recommendation remains that Ms. Brewington have sole custody of the minor children, as we believe she is the parent who is more capable of communicating and cooperating effectively with regard to co-parenting the children.

On page 28 of the original custody report, in the last paragraph, the examiners state, **"It is clear that the children are very attached to both parents. Both parents love their children dearly and it is unfortunate that they will not be able to co-parent the children; however, we believe that the recommendation is in the children's best interest. Mr. Brewington can certainly provide child care for the children, but we believe that minimizing the amount of time he has with the children will in fact, sustain their existing bond. Even though we recommend that Mr. Brewington's time with the children be minimized, we certainly understand that the children value their relationship with him, as he can be quite stimulating and fun for them; however, with regard to day to day routines, predictability, and remaining focused on tasks, we believe that Ms. Brewington would be the more effective parent. We furthermore believe that Mr. Brewington would have difficulty consistently providing Ms. Brewington with information and cooperating with her, than Ms. Brewington would with Mr. Brewington."** Again, our opinion on this matter has not changed and in fact, it has been reinforced given the apparent difficulties that persist in this case. Our concerns regarding Mr. Brewington's ability to cooperate and communicate have only been heightened by his actions since the evaluation as reported by Ms. Brewington and also by our own experience and observations in attempting to communicate with him. Ms. Brewington reports that Mr. Brewington has had difficulties and breakdowns in communication not only with her but also with his attorneys, the appraiser, and the tax person. If her report is accurate, it suggests that Mr. Brewington displays a general pattern of communication difficulty that again, would likely impair a joint co-parenting process.

Finally, Mr. Brewington has requested the case file on a number of occasions. Mr. Brewington is correct in stating that our contract indicates we would provide the file to the representing attorney; however, given the circumstances, we believe that a Court order is necessary to release the file to Mr. Brewington, given that he is representing himself pro se. It is our understanding that your Honor's statement via correspondence

E

IN THE CIRCUIT COURT OF RIPLEY COUNTY

STATE OF INDIANA

FILED

SEP 03 2008

IN RE: THE MARRIAGE OF )

MELISSA BREWINGTON, )  
Petitioner, )

and )

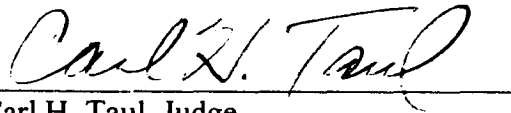
DANIEL BREWINGTON, )  
Respondent. )

CAUSE NO. [REDACTED]

CLERK RIPLEY CIRCUIT COURT

**ORDER ON MOTION TO CLARIFY**

Comes now Respondent and files his "Motion to Clarify" and the Court, having reviewed said motion, now finds that delivery to counsel representing a party is the same as delivery to the party personally. Thomas Blondell represented Respondent at the time Doctor Connor delivered the custody evaluation. Furthermore, it is obvious that Respondent has received a copy of the evaluation because of his references thereto in his voluminous pleadings.



Carl H. Taul, Judge  
Ripley Circuit Court

C.C. Angela Loechel  
Daniel Brewington



# Connor and Associates, PLLC

General Psychological Services

## Forensic Assessment, Consultation & Treatment

Edward J. Connor, Psy.D.  
Sara Jones-Connor, Ph.D.  
Jean A. Deters, Psy.D.  
Ellen Yass-Reed, M.A.  
Steve Hoersting, M.Ed.  
Sharon Davis, L.P.C.C.

August 4, 2008

Mr. Dan Brewington  
4104 E. County Rd. 500N  
Milan, TN 37031

Re: The Marriage of Melissa Brewington and Daniel Brewington  
Cause No. [REDACTED]

Dear Mr. Brewington,

In response to your letter dated 8/4/08, I would be happy to release the case file to you once I have received either of the following:

1. Ms. Melissa Brewington's consent for release of the file containing her confidential data
2. A Court order from Hon. Judge Carl Tauf instructing me to release the case file to you

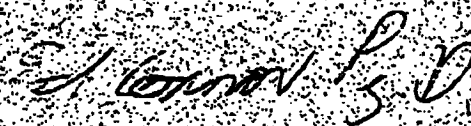
As noted in the Addendum to the evaluation dated 4/16/08, a copy of which was sent to you, Ms. Brewington stated her attorney advised her not to sign a release for you to have the case file. Additionally, I sent a letter to Judge Tauf on 3/26/08 advising him of your request for the entire case file to which Judge Tauf issued a letter dated 3/26/08 stating, "This Court has only ordered that Mr. Brewington have a copy of your evaluation, at this point." It appears you were copied on this letter and that a copy of my letter requesting clarification was forwarded to you at that time. The "evaluation" consists of the final report dated 8/29/07, a copy of which has been provided to you.

Without Ms. Brewington's consent or a Court order from Judge Tauf, I am prohibited from releasing the confidential information contained within the file per state and HIPAA laws and regulations. Please refer to the attached copy of the Provisions To Serve As An Impartial Expert In A Custody Evaluation, which you signed on 6/18/07. Under the section titled Additional Fees, I have underlined the statement indicating that we are not permitted to release an ex-spouse's data without his or her consent.

Sincerely,

G

RE: Request for Case File  
DATE: August 4, 2008  
PAGE: 2



Ed Connor, Psy.D.  
Licensed Psychologist  
KY License #1009  
IN License #20042263A

cc: Hon. Judge Carl Taul (with copies of Mr. Brewington's letter and the  
Provisions To Serve As An Impartial Expert In A Custody Evaluation)  
Hon. Angela Leechel (with copies of Mr. Brewington's letter and the  
Provisions To Serve As An Impartial Expert In A Custody Evaluation)

## **PROVISIONS TO SERVE AS AN IMPARTIAL EXPERT IN A CUSTODY EVALUATION**

You, your child(ren) and the other parent are about to undergo a custody evaluation with Dr. Ed Connor and Dr. Sara Jones-Connor. As an impartial evaluator appointed by the Court, or agreed to by legal counsel or both parties, we make every reasonable effort to advise the Court on what is in the best interest of your child(ren). In order to conduct a competent and thorough evaluation, we must be free to access any and all information, from any available source that we consider pertinent to reaching our final conclusion. We may interview all members of the immediate family, contact extended family members such as grandparents, aunts, uncles, cousins, etc. We may also interview others who have had direct contact with the child(ren) or observed the child(ren) with either parent such as a friend, neighbor, supervisor, co-workers, housekeeper, baby sitter, law enforcement officials, day care provider, teachers, physician or mental health professional. The information we collect from you, your child(ren) and any collateral source, if deemed pertinent by us to substantiate the final recommendation, may be included in the final report to the Court. Each party, or person interviewed in my office, shall agree to sign a Release of Information and Consent Form. If a telephone interview is conducted the interviewee is informed that what is said may be included in the final recommendations sent to the Judge and a copy to each attorney (and the Guardian ad Litem if applicable). Your signature below indicates that we have your permission to release the custody report to the appropriate parties and contact any person we deem necessary.

### **FEES:**

The fee for conducting the entire custody evaluation, which includes interview sessions, parent-child observations, test administration, scoring and interpretation, document review, collateral interviews, telephone interviews, a home visit with each parent (if within a 30 mile radius), possible school or day care visits, review of records, report preparation, typing and dictation is \$110.00 per hour. The cost for a custody evaluation is \$3200.00. \*\*See note below.

There is a \$250.00 non-refundable payment due at each party's first interview and an additional \$250.00 payment due at each party's second interview or \$1000.00 by the parent who is court-ordered to pay the entire evaluation fee. The report will be finalized as soon as the bill is paid in full. The evaluation takes about 90 to 120 days so please make arrangements to pay your bill within that time frame. We will not finalize the report until each party has paid their bill in full.

**\*\*Note:** If sexual abuse or domestic violence allegations against either party is asserted or has been substantiated during the course of the custody evaluation, additional sessions and assessment will be required. The cost for the additional sessions and/or assessment will be incurred by the parties equally or the party ordered to pay for the evaluation in full on an hourly rate.

### **DISPOSITION OR TESTIMONY FEE:**

If your attorney Subpoenas either and/or both examiner(s) for a deposition or for testimony at the final hearing, your attorney will be asked to submit a \$750.00 retainer per doctor no later than two weeks prior to the deposition or court appearance. The fee for a deposition is \$125.00 per hour scheduled deposing time and \$125.00 per preparation hour, not to exceed 3 hours. The fee for testimony is \$125.00 per hour door-to-door and \$125.00 per preparation hour, not to exceed three hours. Following the deposition or final hearing, the remainder of the fee, if any, will be billed to your attorney. Be sure to inform your attorney of this procedure, as he/she will probably, in turn, bill you. Please note that our schedules are usually booked four weeks in advance and we will need a minimum five-week notice for a deposition or testimony.

### **ADDITIONAL FEES:**

If your attorney requests a copy of the file please be advised that The American Psychological Association prohibits us from releasing psychological test data to non-psychologists. However, we are permitted to release the data to another Psychologist after their name and address has been provided to us. Please note that we are not permitted to release your ex-spouse's test data without their consent even to another psychologist. The cost for file copying is 10¢ per page, postage and a \$20.00 administration fee to be paid in advance.

### **ABOUT THE EVALUATION PROCESS:**

It is our opinion that in a Custody dispute there are no winners. Everyone loses something. The law requires that we who are involved act in the "best interest of the child," which may sometimes go against our wishes or desires. Regardless, each adult involved in any Custody case must act in a thoughtful and rational manner and protect the child from undue stress and emotional harm. The best advice we can give you is to be totally honest throughout the course of this evaluation.

1. Please do not ask your child what he/she and the doctor talked about during his/her sessions. If a child feels this type of pressure from a parent during a custody evaluation they often "shutdown" which significantly complicates the evaluation process. Our advice to you as a parent is to simply tell your child that he/she is going to the "Talking Doctor" together with you to see how your family is doing.
2. We will not discuss our thoughts about possible recommendations during the evaluation process, so please do not ask. When the report has been submitted to the proper authorities, you may then ask your attorney for feedback from the report. After the final custody judgment has been rendered, we will be happy to review your psychological test results with you free of charge.

3. We will review any documents, audiotapes or videotapes. However, we will only review documents or tapes if you provide us with a copy of each item. These copies will not be returned to you at the conclusion of the evaluation. These items become part of the file and must remain in your file.
4. At no time is anyone permitted to tape record a session without our knowledge. If permission is granted to tape record, we will inform both attorneys of the procedure. Your signature below indicates that you agree to adhere to this policy.
5. After you have reviewed the final report with your attorney, you are encouraged to submit, in writing, if there are any errors, i.e., demographics, ages, time at one job, historical dates, etc. After receiving your statements in writing, we will then make note of such errors in your file and write an Addendum if necessary.

Your signature below indicates that:

1. You have read the "Provisions To Serve As An Impartial Evaluator in a Custody Evaluation" and that you fully understand the document and have therefore willingly signed this document.
2. You have read the "Release of Information and Consent" form and fully understand the document.
3. You agree to fulfill your financial obligation and pay your portion of the assessment fee as stipulated by the Judge/Commissioner, while freely acknowledging that Dr. Connor and/or Dr. Jones-Connor may not support your position in this case.

Thank You,

Ed Connor, Psy.D., R.C.E.  
Licensed Psychologist  
KY License #1007  
Registered Custody Evaluator

Sara Jones-Connor, Ph.D.  
Licensed Psychologist  
KY License #1256

Signature of Mother

Date

Signature of Father

Date

Custcontract(HRLY).doc

## **OPINION & DECLARATORY RULINGS**

### **Regarding Release of Raw Test Data**

This correspondence is in response to a change in the Ethical Standards of the American Psychological Association regarding the release of raw psychological test data to clients which was necessitated by the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

In a prior Opinion & Declaratory Ruling, the Kentucky Board of Examiners of Psychology concluded that psychologists credentialed by the Board must follow the Code of Ethics of the American Psychological Association (1992) and must not release raw psychological test data directly to clients. The Board's Code of Conduct, 201 Kentucky Administrative Regulation (KAR) 26:145 Section 10(1) mandates that "the credential holder shall treat an assessment result or interpretation regarding an individual as confidential information." Furthermore, the credential holder is bound to ensure the "protection of integrity of assessment procedures. 201 KAR 26:145 Section 10(2). In its prior Opinion and Declaratory Ruling, the Board concluded that the raw, psychological data must not be disclosed directly to the patient, but only to "other credentialed mental health professionals who have training and experience in psychological testing."

The 2002 APA Ethical Standards (effective June 1, 2003) supersedes the 1992 Code. The change in the Code results in the Board Ruling regarding the release of

24 psychological test data being in conflict with current standards of practice for  
25 psychologists as set forth by the 2002 APA Ethical Standards.

26

27 This correspondence is an opinion of the Board based solely on the facts  
28 summarized below. The Board has authorized this opinion as an Opinion and  
29 Declaratory Ruling pursuant to KRS 13A. 130(3) and KRS 13A .010(2)(b) as the agency  
30 with jurisdiction to interpret the statutes and regulations in KRS Chapter 319 and 201  
31 KAR Chapter 26 which govern the practice of psychology in the Commonwealth of  
32 Kentucky

33

34 **I. Whether a psychologist may release raw psychological test data directly**  
35 **to clients.**

36

37 In performing psychological testing of clients, psychologists interpret the raw test  
38 data from administration of the psychological test(s). That raw test data is mandated to  
39 be retained by the psychologist under the Board's Code of conduct, 201 KAR 26:145  
40 Section 3(6)(a)4. ("The credential holder rendering professional services to an individual  
41 client, or services billed to a third-party payor, shall maintain professional records that  
42 include: . . . Test results or other evaluative results obtained and the basic test data from  
43 which the results were derived;")

44

45 Such psychological tests are part of various psychological assessment procedures  
46 that are routinely used by psychologists in the practice of psychology.

47

48           Other provisions of law mandate that a “healthcare provider,” which the board  
49 interprets clearly includes psychologist credentialed by the Board, provide one (1) copy  
50 of a clients’ record without charge. KRS 422.317 (1) states in relevant part:

51           Upon a patient’s written request, . . . a health care provider shall provide,  
52 without charge to the patient, a copy of the patient’s medical record. A  
53 copying fee, not to exceed one dollar (\$1.00) per page, may be charged by  
54 the health care provider for furnishing a second copy of the patient’s  
55 medical record upon request either by the patient or the patient’s attorney  
56 or the patient’s authorized representative.

57

58           The issues thus arises as to whether the client is entitled to the raw psychological  
59 test data as part of the client’s “medical record” as mandated by KRS 422.317

60

61           The Board is of the opinion that the Board’s own Code of Conduct governs the  
62 psychologist’s duty in addition to KRS 422.317. 201 KAR 26: 145 Section 10(2) states:  
63 “Protection of integrity of assessment procedures. The credential holder shall not  
64 reproduce or describe in a popular publication, lecture, or public presentation of a  
65 psychological test or other assessment device in a way that might invalidate them.”

66

67           According to 201 KAR 26:145 Code of Conduct Section 7 (8) Release of  
68 confidential information. The credential holder shall release confidential information  
69 upon court order or to conform with state or federal law or regulation.



70

71       The Health Insurance Portability and Accountability Act of 1996 (HIPAA)  
72 requires that a health care provider also make available a copy of the patient's health care  
73 record to the patient upon request. The newly effective APA Ethical Principles reflect  
74 these mandates.

75

76       According to the American Psychological Association *Ethical Principles of*  
77 *Psychologists and Code of Conduct* (December 2002) ETHICAL STANDARDS: 9.  
78 ASSESSMENT

79       **9.04 Release of Test Data**

80       (a) The term *test data* refers to raw and scaled scores, client/patient  
81 responses to test questions or stimuli, and psychologists' notes and  
82 recordings concerning client/patient statements and behavior during an  
83 examination. Those portions of test materials that include client/patient  
84 responses are included in the definition of *test data*. Pursuant to a  
85 client/patient release, psychologists provide test data to the client/patient  
86 or other persons identified in the release. Psychologists may refrain from  
87 releasing test data to protect a client/patient or others from substantial  
88 harm or misuse or misrepresentation of the data or the test, recognizing  
89 that in many instances releases of confidential information under these  
90 circumstances is regulated by law. (See also Standard 9.11, Maintaining  
91 Test Security)

(b) In the absence of a client/patient release, psychologists provide test data only as required by law or court order.

#### **9.11 Maintaining Test Security**

The term *test materials* refers to manuals, instruments, protocols, and test questions or stimuli and does not include *test data* as defined in Standard 9.04, Release of Test Data. Psychologists make reasonable efforts to maintain the integrity and security of test materials and other assessment techniques consistent with law and contractual obligations, and in a manner that permits adherence to this Ethics Code.

As set forth above, the APA has differentiated between “test data” and “test materials.” The APA now concludes that, in accord with HIPAA, a psychologist must release the test data, as defined above, but shall not release the test materials, which would, of course, invalidate the use of that psychological test. Consistent with this interpretation, the Board now interprets its Code of Conduct to allow the credential holder to release test data, but not to release test materials.

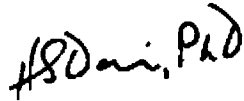
## **II. Conclusion.**

As the agency authorized by the Kentucky General Assembly to regulate the practice of psychology in this state, the Board is empowered to interpret its statutes and regulations. In summary, psychologists credentialed by the Board must follow the Code of Conduct and must release raw psychological test data directly to clients and in accord with KRS 422.317 and the requirements of HIPAA. However, in such release,

115 reasonable efforts must be made to maintain the integrity and security of test material and  
116 other assessment techniques consistent with law and contractual obligations. A credential  
117 holder in Kentucky shall not release test material in order to ensure the “protection of the  
118 integrity of assessment procedures.” 201 KAR 26:145 Section 10(2).

119

120

A handwritten signature in black ink, appearing to read "H. S. Davis, PhD", is written above a horizontal line.

121

Adopted February 7, 2005

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**Forensic Assessment, Consultation & Treatment**

Edward J. Connor, Psy.D.  
Sara Jones-Connor, Ph.D.  
Jean A. Deters, Psy.D.  
Ellen Yass-Reed, M.A.  
Steve Hoersting, M.Ed.  
Sharon Davis, L.P.C.C.

May 22, 2008

Dan Brewington

**RE: Test Data**

Dear Mr. Brewington:

With this letter please be advised that the information that you had requested is enclosed. Hopefully this is the information that you had requested.

If you have any further questions please feel free to contact my office.

Sincerely,  
*Ed Connor, Psy D*

Ed Connor, Psy.D.  
Licensed Psychologist  
KY License #1007

EC/tp

J



# Connor and Associates, PLLC

*General Psychological Services*

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## Forensic Assessment, Consultation & Treatment

Edward J. Connor, Psy.D.  
Sara Jones-Connor, Ph.D.  
Steve Hoersting, M.Ed.  
Sharon Davis, L.P.C.C.  
Robert D. Wells, Ph.D.

September 9, 2008

Mr. Dan Brewington  
4104 E. County Rd. 300N  
Milan, IN 47031

Re: The Marriage of Melissa Brewington and Daniel Brewington  
Cause No. [REDACTED]

Dear Mr. Brewington,

I am writing in response to your letters dated 8/28/08, 9/2/08, 9/3/08, 9/4/08, 9/5/08 and 9/8/08.

With regard to your statement that I have not provided a "valid" reason as to why I cannot release the case file to you, I would reiterate that there are laws and ethics that protect a client's mental health records. Ms. Brewington has declined to provide her consent to release her records. Without her consent, a Court order is required to release the entire file. I do not interpret Hon. Judge Taul's ruling dated 9/3/08 to be an order to release the case file but I will forward this letter to him to ensure I am understanding his ruling correctly, as you suggested.

With regard to the Office Policy Statement, we do not have a signed Office Policy Statement for you on file. It appears you were not provided with this document when you initially came to our office, which was an oversight on the part of the office staff. Nevertheless, the Office Policy Statement is simply an adjunct document to the Court order in which you and Ms. Brewington agreed to participate fully in a custody evaluation to be conducted at this office. Furthermore, the parameters for the evaluation are outlined in the document entitled "Provisions To Serve As An Impartial Expert In A Custody Evaluation," which you signed on 6/18/07.

I am available for you and Ms. Loechel to take my deposition at my office on the following dates:

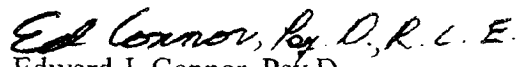
- Friday – October 31, 2008 at 9:00 am
- Friday – November 7, 2008 at 9:00 am
- Friday – November 14, 2008 at 9:00 am

K

RE: Brewington  
DATE: September 9, 2008  
PAGE: 2

Please contact my secretary to schedule the deposition time and date. A subpoena as well as a retainer fee of \$750.00 is required. The retainer fee covers three hours of preparation and three hours of deposition time. Given that you are the party requesting the deposition, you are responsible for payment of the \$750.00 retainer fee. If you anticipate that the deposition will last longer than three hours, you must schedule the additional time in advance and pay an additional \$125.00 per hour for each hour exceeding the three-hour maximum. Failure to do so will necessitate that I stop the deposition at the three-hour mark. My office must receive the full retainer fee and subpoena at least two weeks in advance of the deposition date. Failure to do so will result in the cancellation and rescheduling of the deposition.

Sincerely,

  
Edward J. Connor, Psy.D.  
Licensed Psychologist  
KY License #1007  
IN License #20042263A

Cc: Hon. Judge Carl H. Taul  
Hon. Angela Loechel, Esq.

Connor and Associates Psychological Services  
34 Erlanger Road, Erlanger KY 41018

**OFFICE POLICY STATEMENT**

After reading each section, please initial that you have read and understood the information. Feel free to ask questions if something is not clear and do not hesitate to raise any concerns regarding this information with your therapist.

**CONFIDENTIALITY**

When seeking psychological services, you have the right to expect that issues discussed during the course of individual psychotherapy will be kept confidential. Confidentiality means that your personal/private information will not be shared with others, since psychologist/client communication is protected by law ("Privileged").

There are times however, when we believe that exchanging or receiving important information from others (e.g., doctors, teachers, etc.) allows us to better serve your psychological needs and provide a higher quality of care. Therefore, with your agreement, you may waive the privilege of confidentiality by providing your written permission on a Release of Information form. Once you sign a "release" form, you may withdraw your consent at any time. Please read the Notice of Privacy Practices guide provided to you.

\_\_\_\_\_(initial)

**EXCEPTIONS TO CONFIDENTIALITY**

There are several possible exceptions to confidentiality:

1. *Danger to self and/or others:*
  - a. If there is reason to believe that you are a serious danger to yourself or others, your therapist must take steps to reduce the risk.
2. *Insurance Reimbursement:*
  - a. If insurance reimbursement is arranged, insurance companies reserve a right to have another professional review the case.
  - b. Many insurers require periodic therapy summaries called Outpatient Treatment Reports (OTR) before they will authorize additional reimbursement.
  - c. Information included on the insurance claim form is no longer considered confidential.
3. *Court Orders*
  - a. There are cases where courts have ordered the release of otherwise privileged records, such as in certain child custody cases where judges have ruled that the well being of the child outweighs the parent's privilege of confidentiality.
  - b. If you are involved in a criminal case, your records can be subpoenaed.

\_\_\_\_\_(initial)

**APPOINTMENTS**

Therapy appointments are typically scheduled for 50 minutes. You and your therapist will arrange the frequency of appointments that best suits your needs. Your insurance company may only allow for a specific number and frequency of appointments (e.g., every two weeks.) Should you wish to make a change in the frequency of appointments please discuss it with your therapist.

\_\_\_\_\_(initial)

Turn page over

L

## CANCELLATIONS AND MISSED APPOINTMENTS

Canceled appointments will be accepted up to 24 hours prior to the time of the appointment without a fee incurred. Therefore, if you need to cancel or change your appointment for any reason, please call to do so at the earliest possible time.

Since appointment times are held exclusively for you, late cancellations or missed appointments are "lost time" which might have been utilized by someone else. Therefore, cancellations with less than 24 hours prior notice to the appointment, or missed appointments, will be billed directly to you at \$45.00 an occurrence, since insurance companies will not reimburse for same.

                     (initial)

## EMERGENCIES/LIMITS OF SERVICE

**If you have a clinical emergency, you may contact your therapist via the office's pager notification service. If your therapist is not available, you are advised to go to an emergency room or contact the local crisis hotline.**

7-2 (initial)

## **FEES**

Payment is due at the time of service. If you have not previously verified your mental health copayment, a payment of \$50.00 will be required at time of service. You are responsible for the timely payment of all services rendered, even if health insurance may ultimately pay for a portion of your balance. Under special circumstances, your therapist may be willing to discuss other fee arrangements. A 10% charge will be applied to any unpaid portion on your account, accruing every thirty days.

The patient will be responsible for costs associated with correspondence to be sent to primary physicians, the courts, legal representatives, etc., as well as the cost of reports generated to assist with therapeutic needs, testing purposes or court ordered evaluations. Cost for this service averages \$10.00 per occurrence. Insurance will not cover this cost.

**(initial)**

## INSURANCE COVERAGE

If you have health insurance, part of your expenses may be covered. Please call your insurance carrier by dialing the number on your insurance card to verify services covered. While you are responsible for submitting claim forms to your insurance company, we will be glad to assist you with this process.

... (initial)

**I have read the Office Policy Statement above and understand its contents.**

**Signature**

Date \_\_\_\_\_

I understand the limitations of treatment and I authorize my assigned therapist to provide outpatient psychological services.

**Signature**

Date \_\_\_\_\_





**Connor and Associates, PLLC**  
*General Psychological Services*

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**Forensic Assessment, Consultation & Treatment**

Edward J. Connor, Psy.D.  
Sara Jones-Connor, Ph.D.  
Steve Hoerstring, M.Ed.  
Sharon Davis, L.P.C.C.  
Robert D. Wells, Ph.D.

September 10, 2008

Hon. Judge Carl H. Taul  
Ripley Circuit Court  
PO Box 445  
Versailles, IN 47042-0177  
VIA Facsimile: 812/689-6104

Re: The Marriage of Melissa Brewington and Daniel Brewington  
Cause No. [REDACTED]

Dear Judge Taul,

With this letter, I am expressing my concerns regarding Mr. Daniel Brewington's blatant disregard for the Court's rulings in the above-captioned case. As recently as 9/8/08, Mr. Brewington continues to send letters to me requesting that I release the case file to him, including Ms. Brewington's raw test data, despite the Court's rulings that he be provided only with the evaluation report. At this point, he is sending frequent faxes and his language is becoming more repetitive, aggressive and provocative, which is concerning. His statement in his letter dated 9/5/08 that "the game is over Dr. Connor" appears rather threatening and implies that I and/or the Court do not take this matter seriously, which is certainly not the case. His repeated remarks in letters and motions filed with the Court implying that I have engaged in some form of unethical or criminal behavior are patently false and disturbing. I have patiently and repeatedly responded to Mr. Brewington's concerns to this point; however, it is clear that he disregards any information that does not serve his agenda. It is very perplexing that he is unable to understand or accept the basic premise of confidentiality that protects Ms. Brewington's records from being released without her consent or without a Court order. I have repeatedly explained this to him in our correspondence, but he continues to claim I have not given him a valid reason for withholding the file. I would respectfully ask that you review the attached sampling of Mr. Brewington's recent writings so that you may discern for yourself whether you agree with my interpretation that they are redundant, provocative and disregarding of the Court's orders.

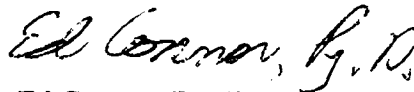
As a custody evaluator per an Agreed Order and thereby an extension of the Court, I feel Mr. Brewington's behavior shows a blatant disrespect for the Court. His numerous requests for the file despite your rulings and his repeated statements that he is an attorney

RE: Brewington  
DATE: September 10, 2008  
PAGE: 2

suggest a degree of deceitfulness or reality distortion. His voluminous letters and baseless allegations are intrusive to the point of being harassing and slanderous. Reading and responding to his letters has required a considerable amount of my professional time. I have been willing to take the time thus far, but I am now convinced that it is futile to continue in a back and forth dialogue with Mr. Brewington. As such, I am requesting that the Court provide me with some protection in that I will not further communicate with him outside of a formal deposition or Court testimony unless ordered to do so by the Court. I have offered Mr. Brewington dates for a deposition per his request provided he pay the appropriate fees for my preparation and time in advance. I have further been subpoenaed by Ms. Loechel to testify regarding the custody matter and will appear in Court at the hearing on 12/19/08.

In closing, I had hoped to avoid bringing this matter to the Court's attention but at this point, Mr. Brewington has made it a necessity. Please feel free to contact me if you have any questions or require any additional information or clarification.

Sincerely,

A handwritten signature in black ink that reads "Ed Connor, Psy.D." in a cursive style.

Ed Connor, Psy.D.  
Licensed Psychologist

Cc: Daniel Brewington, Respondent Pro Se  
Hon. Angela Loechel, Esq.

# **RIPLEY CIRCUIT COURT**

COURTHOUSE

P.O. BOX 445

VERSAILLES, IN 47042

PHONE 812-689-6226

**Hon. CARL H. TAUL, Judge**

Bailiff  
**DAVE SCHMALTZ**

Court Reporters  
**CINDY L. HEIDT**  
**JOYCE BRUNS**

September 16, 2008

Ed Connor, Psy.D  
Connor and Associates, PLLC  
34 Erlanger Road  
Erlanger, KY 41018

RE: The Marriage of Melissa and Daniel Brewington  
Cause No. [REDACTED]

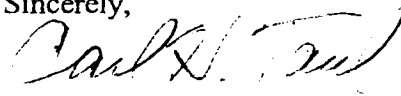
Dear Dr. Connor:

This will acknowledge receipt of yours of September 10, 2008.

As I am sure you are aware a judge must remain impartial in the many matters brought before him or her. I must therefore respectfully disagree with your contention that as a custody evaluator you are "an extension of the Court." I am therefore, unable to provide you with "protection." You are free to communicate or not, as you choose, with Mr. Brewington.

I would refer you to your own legal counsel for any steps you feel necessary against Mr. Brewington.

Sincerely,



Carl H. Taul, Judge  
Ripley Circuit Court

C.C. Angela Loechel  
Daniel Brewington

CHT:jb

N

[REDACTED]

L. According to Dr. Connor's testimony, Husband's writings are similar to those of individuals who have committed horrendous crimes against their families.

M. [REDACTED] (Petitioner's Exhibit #39).

N. Husband has posted information about the dissolution proceeding on his website, on his blog, and on various other sites, and continued to post information even after the hearing for a temporary restraining order wherein the Court's Order stated that the "Court may also consider evidence presented at this hearing regarding the temporary restraining order in regard to the Court's decision as to visitation and custody and how Respondent's actions may affect the best interests of the children now and in the future." Husband quoted portions of the custodial evaluation in said postings, does not seem to appreciate the harm to the children by making these issues public, and is even instructing the children on how to use computers and to access the

S. The record of this case shows that Husband has attempted to intimidate the Court, Court staff, Wife, Dr. Connor and anyone else taking a position contrary to his own. The Court is most concerned about Husband's irrational behavior and attacks on Dr. Connor. Frankly it appears that these attacks have been an attempt at revenge for taking a position regarding custody contrary to Husband. The Court also finds that Husband has made a less than subtle attempt to intimidate Attorney Loechel by contacting Attorney Loechel's husband regarding weapons training during the pendency of the case. The Court also considers Husband's verbal explosion on the first day of the final hearing and the necessity to have a Sheriff's Deputy present in the Courtroom for all three (3) days of said hearing. In sum, the Court finds Husband to be irrational, dangerous and in need of significant counseling before he can conduct himself as a parent. Husband has stated that he acts in this manner to show his children that he is fighting for them. To the contrary, his words and actions show that he is, at least presently, unable to conduct himself with the level of maturity necessary to be a parent. Husband would be better served to show how much he can co-operate with Wife and the professionals involved for the best interests of his children.

T. [REDACTED]  
[REDACTED]  
U. [REDACTED]