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Informed Consent for Obtaining Psychological Assessment

This document contains important information about what to expect in obtaining my professional services for psychological assessment. Unlike entering into psychotherapy, psychological assessment is usually undertaken for the purpose of answering questions regarding emotional functioning (your feelings), cognitive functioning (your thinking abilities) and/or diagnostic considerations. This document also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of evaluation, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The law also requires that I obtain your signature acknowledging that I have provided you with this information. I will do this at our first meeting. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures at any time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or, if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL ASSESSMENT PROCEDURES

A psychological evaluation assists in understanding your cognitive and emotional functioning, and can aid in the differential diagnosis of depression, anxiety and other psychological disorders. During the course of the assessment, you may be asked to work on tests of: general ability, academic skills, and current emotional functioning. The evaluation is conducted during 2 to 3 sessions. During the initial appointment, I will meet with you to gather information about the presenting concerns and your developmental and social history. The testing portion of the evaluation is conducted in one or two sessions. A feedback meeting is scheduled approximately one week after the testing is completed to discuss the assessment findings and recommendations.

Once an appointment is scheduled, you will be expected to pay a cancellation fee for it unless you provide 48 hours advance notice of cancellation, unless we both agree that you were unable to attend due to circumstances beyond your control. It is important to note that insurance companies do not provide reimbursement for canceled sessions. If it is possible, I will try to find another time to reschedule the appointment, but cancellation of an assessment appointment may result in significant delay in completion of the evaluation, as the availability of these appointments is quite limited.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 9 AM and 5 PM Monday through Thursday, I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by confidential voice mail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by state law and/or HIPAA. With your signature on a proper authorization form, I may disclose information in the following situations:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. If I consult with a professional who is not involved in your evaluation, I make every effort to avoid revealing your identity. These professionals are legally bound to keep the information confidential. I will note all consultations in your Clinical Record (which is called “PHI” in my Notice of Psychologist’s Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without my permission.
- I also have a contract with Advantage Billing and Bookkeeping. As required by HIPAA, I have a formal business associate contract with this business, in which it promises to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If you are involved in a court proceeding and a request is made for information concerning the professional services I provided to you, such information is protected by the psychologist-patient privilege law. I cannot provide any information without 1) your written authorization; 2) you informing me that you are seeking a protective order against my compliance with a subpoena that has been properly served on me and of which you have been notified in a timely manner; or 3) a court order requiring the disclosure. If you are involved in or contemplating litigation, you should consult with your attorney about likely required court disclosures.

There are some situations where I am permitted or required to disclose information without either your consent or authorization:

- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have reasonable cause to believe that a child has suffered abuse or neglect, the law requires that I file a report with the appropriate government agency, usually the Department of Social and Health Services. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that abandonment, abuse, financial exploitation, or neglect of a vulnerable adult has occurred, the law requires that I file a report with the appropriate government agency, usually the Department of Social and Health Services. Once such a report is filed, I may be required to provide additional information.
- If I reasonably believe that there is an imminent danger to the health or safety of the patient or any other individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the patient, or contacting family members or others who can help provide protection.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in the unusual circumstance that I conclude that disclosure could reasonably be expected to cause danger to the life or safety of you or another or that disclosure could reasonably be expected to lead to your identification of the person who provided information to me in confidence under circumstances where confidentiality is appropriate, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, I am allowed to charge a copying fee of 88 cents per page for the first 30 pages and 67 cents per page after that, and a \$20 clerical fee. I may withhold your Record until the fees are paid. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in your Clinical Record. It includes information about your reasons for seeking the evaluation, a description of the ways in which the presenting problem impacts on your functioning, diagnosis, the goals that we set for the evaluation, your medical and social history, and psychiatric treatment history. It may also include any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

BILLING AND PAYMENTS

The typical psychological evaluation takes approximately 2 hours of direct client contact, plus 1 hour for the diagnostic interview and 1 hour for feedback. Scoring, interpretation and report writing typically takes an additional 1 hour, which is included in the billing for the testing. The cost of the evaluation will vary depending on the amount of time needed to complete the assessment and what instruments are administered. Based on our conversation regarding your needs, the estimated cost of the assessment is as follows:

Diagnostic Interview	\$200
Psychological Testing, Scoring, Interpretation and Report Writing	\$600
Feedback	\$200
Total Cost	\$1000

You will be expected to pay for each evaluation session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT

If you have a health insurance policy, it will usually provide some coverage for mental health treatment, which may include coverage for psychological assessment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers. This is particularly important in situations where psychological is being requested, as procedures for treatment authorization and claims processing may differ from those for psychotherapy services.

You should carefully read the section in your insurance coverage booklet that describes mental health services that pertain to psychological evaluation. If you have questions about the coverage, call your plan administrator. Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as summaries of the diagnostic intake session or copies of your psychological evaluation report. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Although all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In

some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this agreement, you agree that I can provide requested information to your carrier.

It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by contract. I will occasionally consider payment plans and discounts for individuals whose evaluations are not covered by insurance. Please let me know if you are interested in this option.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Client Signature

Date