

NOTICE TO CLIENTS AND CONSENT TO NEUROPSYCHOLOGICAL EVALUATION AGREEMENT

TO OUR CLIENTS:

The Board of Mental Health Practice regulations, including the Mental Health Bill of Rights, require all licensed mental health professionals to provide clients certain basic information. Also, to avoid confusion or misunderstandings, I am providing additional important information about my practice for your review and agreement. Please read it carefully and discuss any questions you have before signing below.

1. LICENSE AND CODE OF ETHICS

I am a licensed psychologist, governed by the Code of Ethics of the American Psychological Association. My license is displayed in my office. A copy of the Code of Ethics is available at all times in my office. I will provide information regarding my training, qualifications and experience at the initial meeting and upon request.

2. QUALIFICATIONS AND SCOPE OF PRACTICE

I received my Ph.D. in clinical psychology in 2004 from Loyola University Chicago. I received post-doctoral training in Neuropsychology at New York University Medical Center. My practice areas include neuropsychological assessment across the lifespan and psychotherapy with children, adolescents, and adults.

3. NEUROPSYCHOLOGICAL EVALUATIONS

As part of your child's evaluation, I will discuss with you my proposed plan for proceeding with the evaluation. In general, evaluations can take up to three sessions to complete, and can last approximately three hours each session. I utilize a psychometrist to assist with test administration and scoring. At the end of the evaluation I will assess the data to better understand your child's strengths and weaknesses. A feedback session will follow. You will receive a comprehensive report following complete payment for services. Once payment is received, the report is generally mailed four weeks following the feedback session. Evaluations can have benefits and risks. Some individuals experience fatigue or uncomfortable feelings such as frustration. On the other hand, the results of an evaluation can lead to a better understanding of the child's strengths and weaknesses and can lead to appropriate recommendations that can improve the child's functioning at home and in school. However, there are no guarantees of what your child will experience.

You should be aware that there are alternative types of services to those being offered by me. You may prefer to obtain an evaluation from someone other than me. You also have the

choice not to obtain any evaluation services. There are also risks and benefits associated with alternatives and with not pursuing an evaluation. To the extent that you are interested in alternatives, you should discuss this with me. The evaluation can be stopped at any time.

4. CONFIDENTIALITY

Under New Hampshire law, communications between a client and a licensed psychologist are privileged (confidential) and may not be disclosed without the specific authorization of the client except under specific, limited circumstances. For example, the privilege does not apply in a civil commitment proceeding in which the issue is whether the individual is a danger to self or others or when a client is seeking evaluation relating to a workers' compensation claim. Records may also be subject to audit by regulatory authorities. Also, many reporting laws create exceptions. See paragraph 5 below.

As part of maintaining a valid license, I am required to regularly discuss cases with colleagues. I also obtain formal supervision on certain cases when I believe it is necessary. In these situations I do not disclose the identity of my client. My colleagues and any formal supervisor are, of course, legally bound to confidentiality as well. By signing this document you are acknowledging that you understand that I may discuss your case in consultation and/or supervision and do not object to my doing so.

5. REPORTING REQUIREMENTS

Among the exceptions to confidentiality are New Hampshire reporting laws which require licensed psychologists to report to the appropriate authorities certain types of conduct. For example, any person who suspects a child or incapacitated adult has been abused, neglected or exploited must report to state authorities. Licensed psychologists are required to warn the police or likely victims of a client's "serious threat of physical violence" to a person or property. If I have concern about a minor child's safety due to suicidality, I may notify family members. There are also other reporting laws.

6. MINORS

FOR PARENTS

Generally, the evaluation of a minor child (under the age of 18) must be authorized by a parent or someone else with legal authority. Parental control over a minor's evaluation includes the authority to access or release the child's otherwise confidential evaluation records. Even parents without residential responsibility for a child retain decision-making authority over the child's evaluation and evaluation records unless a court has ordered otherwise.

When parents with decision-making authority cannot agree on access to or release of their child's confidential evaluation information, a court will decide following a hearing.

I believe it is best to identify and resolve potential parental agreements before an evaluation begins. Therefore, it is my policy to evaluate minors only with the consent of both parents.

If one parent is unavailable and we determine that it is appropriate to proceed with the consent of only one parent, the absent parent will have a right to the child's records upon request while the child is a minor unless there is a court order to the contrary. If continuation of evaluation becomes an issue, it is the responsibility of the parents to resolve the disagreement in court.

Upon turning 18, the child gains control over evaluation results, information and records.

FOR MATURE MINORS

Because you are a minor (under the age of 18), I cannot evaluate you without parental consent. Parental control over your evaluation includes their right to access and release your medical records.

In very limited circumstances, a minor may prevent parental access to evaluation records through a court hearing. In the event you object to either parent having access to your evaluation records, I encourage you to raise this issue with your other parent or with a guardian ad-litem, if one has been appointed.

7. CONFLICTS OF INTEREST

New Hampshire is a small state. From time to time, actual or potential conflicts of interest may arise. In the event that I become aware of a conflict of interest in providing an evaluation to you, I may be required to refer you to another psychologist. Regardless of the existence of a conflict of interest, you can be assured that any information will remain confidential.

8. COURT ORDERED EVALUATION

If you are seeing me due to a court order requiring you to seek an evaluation, it is my policy that we not proceed with the evaluation until I have received a copy of the court order and have had an opportunity to review it. Because you have been ordered by the court to obtain an evaluation, there are limits on confidentiality in addition to the ones described in paragraph 4 entitled Confidentiality. For example, I may be obligated to file a report with the court that ordered you to seek an evaluation or with someone else.

9. PROFESSIONAL BOUNDARIES

Licensed psychologists are obligated to establish and maintain appropriate professional boundaries (relationships) with present or past clients (and, in some cases, client's family members).

10. COST OF PROFESSIONAL SERVICES

The cost of a neuropsychological evaluation for your child is \$5500. Payments are made in three installments. An initial deposit of \$500 is due within 24 hours of booking on our online deposit site. Once paid, **your deposit is NOT refundable unless you provide our office at least 10 business days of advance notice prior to your appointment.** To cancel your appointment, you must call our office at (603) 433-0800. A second payment of \$2500 is due at intake and the final payment of \$2500 is due by the last testing session. The last two payments can be made by cash or check payable to "Portsmouth Neuropsychology Center." After I receive your complete payment, I will meet with you for the feedback session. I will write the report and send it to you by mail. All payments must be received before the feedback session can be scheduled.

If a determination is made at the initial intake meeting not to proceed with the evaluation for any reason, the fee for that intake is \$225 and the remainder of your deposit will be refunded.

Portsmouth Neuropsychology Center works as an out-of-network provider and therefore does not participate directly with insurance plans. I am willing to help facilitate any reimbursement potential you are eligible for from your insurance company (e.g., completing forms, making phone calls).

With regard to minors with divorced parents, the financially responsible parent agrees to pay regardless of any disagreements with the other parent.

11. LIMITS OF SERVICES

Unless specifically agreed to otherwise, my role is to provide neuropsychological evaluation services, not to assess fitness for custody, serve as an advocate on other issues, or act as an expert witness.

12. CHARGES FOR ADDITIONAL SERVICES

In the event I am requested or required by subpoena to provide ancillary forensic professional services relating to my role as your child's evaluator, such as preparing an evaluation summary, report writing, phone calls/meetings, deposition or trial preparation and attendance, you agree to compensate me according to the following rates:

\$400/hour

Record review, preparation time, telephone calls, and in-person conferences for any legal contexts, including but not limited to depositions and hearing. Charges are calculated in 15 minute increments and payment is required within 30 days of receiving the invoice.

\$4,000/day

Deposition and courtroom testimony. Please note that this fee also applies if I am subpoenaed or receive a court order to provide testimony. Payment for deposition and/or courtroom testimony must be made 72 hours in advance of the offering of such testimony and is entirely non-refundable.

PNC also bills separately for out-of-pocket forensic expenses, such as travel expenses, mileage, overnight delivery, copies, etc.

13. LIMITS OF AVAILABILITY AND PROVISIONS FOR EMERGENCY COVERAGE

In the event of an emergency, you can reach me at (603) 433-0800. If I am unavailable, you can leave a message on my voice mail and I will return your phone call as soon as possible. Phone calls are not checked after 5 pm during the weekday. Please note that calls received after 12 pm on Friday may not be returned until the following Monday.

14. PROFESSIONAL RECORDS

I maintain a file for each client or set of clients. This includes intake, test forms, report, diagnosis (if applicable), billing records, consent to evaluation, and any other written or electronic information I received from or about the client. The parent (or client) is entitled to a copy of the report once the evaluation is completed.

15. ELECTRONIC COMMUNICATIONS

I do not respond to electronic communications (e.g., e-mail, texts) from you regarding your child's evaluation. My office manager utilizes e-mail for scheduling and billing.

ACKNOWLEDGEMENT AND ACCEPTANCE

Client Name: _____ Date of Birth: _____

I authorize Dr. Laura Rubin to perform a neuropsychological evaluation for my child.

I understand that no promises have been made to me as to the results of this evaluation.

I am aware that I may stop the assessment at any time but will still be responsible for payment for services rendered.

I am aware that I am responsible for any information provided to the insurance company and that Portsmouth Neuropsychology Center does not participate in insurance plans.

In signing this form, I indicate that I have decision-making authority of the client, and I am authorized to provide informed consent for evaluation.

I have read all prior pages and have had the opportunity to ask questions of Dr. Laura Rubin.

Signature of Client (or Person Acting for Client)

Date

Printed Name of Client (or Person Acting for Client)

Relationship

I, the clinician, have discussed the issues above with the client (and/or his or her parent, guardian, or other representative). My observations of this client's behavior and responses give me no reason to believe that this client is not fully competent to give informed and willing consent.

Signature of Clinician

Date