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Informed Consent/Disclosure Statement
For Private Practice in Neuropsychology
Update-5/6/20

The following policy statement provides information regarding our rights and responsibilities as psychologist, evaluator and client(s). The State of Washington for your protection requires this information. You are ultimately responsible for choice of psychologist/neuropsychologist, based on sufficient information before the actual work has begun. You have a right to know the psychologist's qualifications, training, background, and style of therapy and approach to neuropsychological evaluation. You have a right to begin and end treatment when appropriate for you and/or to request referral to another psychologist. However, I would prefer we discuss such changes at least once before ending therapy together, to allow mutual understanding.

HIPAA Regulations

The document contains information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose for treatment 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 Notice, which is attached to this Disclosure Statement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully.

I do retain Business Associates (billing, administration, record retention and dictation), who have signed a Business Associate Agreement with me. These services and individuals are bound by HIPAA regulations.

Business Structure

I am an independent practitioner. I do, at times, work in a suite or facility with other medical and mental health professionals. I am associated with other health care providers through referral agencies and associations. All groups or associations have practicing professionals who share certain expense and administrative functions. While the members may share a name, functions or office space, I want you to know

that I am completely independent in providing you with clinical services and I alone am fully responsible for those services. My professional records are separately maintained and no member of the group/association can have access to them without your specific written permission.

Professional Qualifications

I am a licensed psychologist in Washington and Utah. I am also a Board Certified Neuropsychologist awarded through the American Board of Professional Psychology – Clinical Neuropsychology. I hold a Bachelor of Music Degree – Music Therapy for the Conservatory of Music at the University of Pacific, a Master of Education from the College of Idaho and a Doctorate in Counseling Psychology from Brigham Young University. I have completed a pre-doctoral Internship in substance abuse at the University of Utah Medical Center and two post-doctoral fellowships in Geriatric psychology and neuropsychology, one at the Philadelphia Geriatric Center and the second at the University of Washington Medical Center. I was on clinical faculty in the Department of Psychiatry and Clinical Director of the Older Adult Evaluation and Treatment Center at the University of Utah Medical Center. I am now a Clinical Assistant Professor in the Psychiatry and Behavioral Sciences Department in the University of Washington School of Medicine. I have worked as a neuropsychologist at the Brain Injury Rehabilitation Center at Good Samaritan Hospital and Geriatric Neuropsychologist at the Geropsychiatry Center –University of Washington Medical Center. I have taught doctoral and medical students at the University of Washington Department of Psychology and University of Washington School of Medicine.

I published a textbook for medical residents: Sanders (Ed) 2019-Physician Field Guide to Neuropsychology: Collaboration through Case Example – Springer/Nature.

Currently, in addition to my faculty responsibilities, I am in private providing neuropsychology for patients with issues including dementia, movement disorder, cancer, cardiovascular and cerebrovascular accidents and learning disability. I also participate in research in areas of cognition and cancer and stroke.

Ethical and Professional Standards

I receive clinical consultation from colleagues. I may share information concerning your care during this consultation time, but will not disclose your name or identifying information (unless you agree to utilize Teleneuropsychology/TeleNP and the technology platform includes use of a company “cloud”). This process is in keeping with the ethical code of the State of Washington and is for the purpose of insuring quality psychological services. I also share information as required to complete my work with you to my transcriber (in the case of evaluation and final report writing) and to my billing specialist. Laws of confidentiality bind them as well. In no other circumstances do I give out confidential information to anyone unless you give me permission in writing or under circumstances outlined in the Confidentiality paragraph below.

Fee For Service

Full payment or insurance designated co-pay is due to me at each session. I prefer to receive insurance percentages you owe at the time of each visit. I do use a billing service (Northwest Clinical Billing-NWCB) as a courtesy to you. This service has signed a Business Associate Agreement with me and is also bound by HIPPA law. As a courtesy to you we may verify coverage but you are responsible for deductibles, co-pays and percentages as determined by your insurance. My billing service will bill for remaining fees if you are using insurance. You will receive a monthly statement in the mail, if you owe a fee, once your insurance makes the first payment. Often I do not know the co-pay/percentage until the first payment is made from you insurance company. Your statement is my communication to you regarding your financial responsibility. You are responsible for following your monthly statements and keeping up with you co-pays, percentages, deductibles and missed session payments. If you are not sure of your co-pay/percentage, I suggest you call my billing service (NWCB-1-800-831-3322) your insurance company early in your work with me to avoid a "surprise" bill. I will do my best to work with you and your insurance company but can make no promise regarding whether the insurance company will or will not pay. If you choose to self-pay, we can arrange for a receipt.

My base fee individual, couple and family psychotherapy is \$175.00 for a standard 50-minute psychotherapy session. This fee also applies to consultations, not involving neuropsychological evaluation. Telephone conversations, if frequent, will be prorated based on this fee and may not be reimbursable by your insurance company. I do have a sliding fee scale that is negotiated on a case-by-case basis.

Couples Therapy

Not all insurance companies pay for couple's therapy. Insurance coverage will be negotiated in each case with your insurance company to assure both parties agree upon proper coding. I cannot guarantee your insurance company will pay for couple's therapy. It is not appropriate to bill for couples therapy with an individual billing code, so I will not do this. You may need to pay on your own.

Neuropsychological Evaluations

I do provide neuropsychological evaluations at \$200.00 per hour. Evaluations are charged for all hours that include intake interview, administration of tests, scoring, interpretation, report writing, review of medical records, research, correspondence with referring providers, feedback sessions and consultations. If a managed-care company covers you for these services, I work within those guidelines. However, I may need to request payment in addition from by you, with written agreement, if your insurance company will only pay for face to face test time and will not cover

time for report writing, scoring and interpretation of test data, even when a report is requested or required for treatment. I cannot guarantee your insurance company will pay at all or pay in full for neuropsychological services. If you secure my services you will be responsible for the entire bill. Please be aware that I cannot "adjust" the bill, once submitted to your insurance company. I do work out payment plans on a case-by-case basis. Please discuss this with me early, if you wish to pursue a payment plan.

Legal

If I am required to testify or participate in a legal situation related to your case, I will share the responsible party, wither attorney(s) requesting information or yourself at the rate of \$300.00 per hour. In order to respond to legal requests, I must have properly signed release forms and/or other legal documentation before proceeding. Legal fees are not generally covered by insurance.

Cancellation Policy

I do require 48-hour cancellation for your psychotherapy or neuropsychological session(s), unless otherwise negotiated, and will charge the full hourly fee (\$175 for psychotherapy or \$500 for ½ day of neuropsychological testing or \$1000 for a full day of testing). If you do not show on the day of testing or therapy or cancel in less than 48 hours, these cancellation fees still apply. This policy means a literally 48 hour-notification, scheduled appointment, recorded form the voicemail message. Your signature attests you have been notified about this issue and agree to this policy.

Confidentiality

Content of therapy sessions is strictly confidential and require a HIPAA release signed by you for transfer of records to another provider. Issues of cloud storage may also pertain. By law, information can only be released by written consent of the person in therapy or that person's legal guardian. The only exceptions to this rule include 1) suspected child abuse or abuse of a dependent or vulnerable adult or elder, 2) potential suicidal behavior, 3) if the treating psychologist feels a client is unable to take care of basic needs, the psychologist must take steps to assure that these needs are met, 4) threatened harm to others 5) in the unusual case of court subpoena, 6) if a client should become aware that he or she has AIDS or has become HIV positive and he or she refuses to undergo medical care, the psychologist is required to report the identities of your IV-drug using and sexual partners to local health-care authorities. You have been informed that I cannot knowingly promote a suicidal attempt. This means, I cannot knowingly cause or aid you in an attempt at suicide. Death with Dignity issues will be referred to the others who have been training to evaluate these issues and I will not participate in these decisions. This is the law in the State of Washington. I will always discuss release of information with you. In the case of couple therapy, I frequently interview each spouse separately. I cannot guarantee confidentiality of information shared between each spouse and myself and reserve the discretion to share that information with the other spouse.

Covid19 Risk

I will follow CDC advice in addition to professional standards of care as advised by the Trust malpractice company, INS/IOPC and APA about risk with Covid19. In light of this information, I will assess need for testing, risk and referral questions with both you and your referring provider. I will then make a decision about appropriateness of testing and venue or method of evaluation. Neuropsychological testing is an evolving discipline in the Covid19 era. Please see specific sections about Teleneuropsychology and telepsychology below.

Disclosure

I am required to keep a record of the services I provide to you. This record is technically yours. You may ask to review copy or amend your record. Copies of your record will be charges according to the current state law for copying of records. Your record will not be disclosed to others unless you direct me to do so in writing or unless the law authorizes and compels me to do so.

Exceptions – report may be upsetting to you and I would then give a summary letter and discuss further information to be explored with your referring provider moving forward to share information carefully/DPOA must produce a copy of DPOA document per HIPAA regulations.

Please not I cannot guarantee the extent of confidentiality of your records once they have been released form you file.

In the case of couple's or relationship therapy, I cannot disclose information without the written consent of both clients. I am not able to discuss matters without both clients present win my office or by conference call.

Pursuant to HIPAA, I keep Protected Health Information (PHI) about you I two sets of professional records. One set constitutes of your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that we set for treatment, your progress towards these goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and nay reports that have been sent to anyone including report to your insurance carrier. Except in the unusual circumstance that I conclude discovery could reasonably be expected to cause danger to the safety of the patient or any other individual or that disclosure could reasonably be expected to lead to the patient's 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 in writing. Because these are professional records, they may 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. I may withhold your Record until the fees for copying are paid. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

In addition, I may (or may not) also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, analysis of those conversations, and how they impact our therapy. They also contain particularly sensitive information that you reveal to me that is not required to be included on your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your psychotherapy Notes without your signed, written authorization. Insurance companies cannot require your authorization as a condition of coverage or penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes (if I have created them) unless I determine that knowledge of the health care information would be injurious to your health or the health of another person, could reasonably be expected to lead to your identification of an individual who provided the information in confidence and under circumstances in which confidentiality was appropriate, or contain information that was compiled and is used solely for litigation, quality assurance, peer review, or administrative purposes, or is otherwise prohibited by law.

Guardians and Legal Representations

Where an incapacitated patient has a guardian or legal representative with authority to make health care decisions for the patient, I (the neuropsychologist) must treat the guardian or legal representative as the patient with respect to PHI that is relevant to and consistent with that individual's representation as authorized by the state law. I may elect not to treat the guardian or legal representative as patient if I have reason to believe that guardian has subjected or may subject the patient to abuse or neglect or could endanger the patient. I can decide, in the exercise of professional judgment that is not in the patient's best interest to let the guardian or legal representative exercise the patient's rights. I do require a copy of guardianship papers or power of attorney for health care and proof of guardianship/legal representation before proceeding with treatment or use of PHI. These same standards apply to a deceased patient's records and PHI.

Disputes/Concerns

If you feel you have a concern or complaint about your care with me, I would prefer you try to work this out with me. If you are still concerned about your care after discussing the issue with me, you may wish to consult with the Washington State Licensing Board in Olympia, Washington. Please try to work out your issues with me first and early. Many times we can reach an understanding.

Washington State Examining Board of Psychology
PO Box 47869
Olympia, WA. 98504-7869
1-360-236-4910

Emergencies

I have office voicemail only will not be able to respond directly or quickly enough to help you in emergency situations. In the case of emergency or urgent need, you should call the Crisis Clinic at 206-461-3222 or 911.

Office Voicemail/Email

You may leave messages on my office voicemail. I will return calls Monday through Friday, 9AM to 5PM. I am seldom able to answer the phone in person. I check my messages frequently and try to return calls promptly. ON weekends and holidays, I check my messages only a few times and will return calls the next business day. If you feel the need to speak with me on weekends, we can discuss this on an individual basis. I don't correspond through email or text with my clients, as email is not HIPAA compliant. Please correspond via my office phone (206-269-0290).

Philosophy of Treatment

I try to establish a safe and honest interaction that courage's a healing relationship and realistic view of you, your condition (if I am assessing you) and issues that trouble you. This requires my commitment to you and your commitment to your own self-acceptance and change. You are welcome to inquire about the process at any time. When engaged in psychotherapy, I combine several therapeutic approaches, including insight-oriented, object relations, family systems, client – centered and cognitive behavioral therapies. I try to allow for an integrated approach to treatment with your specific needs in mind.

I am a Board Certified Neuropsychologist and have over 25 years of experience. Again, when evaluating you, I use the latest and most evidenced based techniques and tests. As a board certified neuropsychologist, through the American Board of Professional Psychology. I am highly trained in my specialty and continue to learn through NAN, INS, and AACN and as a clinical assistant professional in the University of Washington School of Medicine. I conduct research in neuropsychology as well. All of this experience and knowledge is available to me as I assess your neurologic condition.

Independent Medical Evaluations

If I have been hired by an insurance company or Labor and Industries to evaluate you, the insurance company, IME company and/or Labor and Industries is technically my client. This, due to their regulations, I may not be able to provide feedback to you regarding neuropsychological or psychological test results. This stipulation may vary with the client and any questions about feedback should be addressed to the client who hired me.

Storage of records.

I maintain a secure storage system and employ Iron Mountain (with BAA) as well. All records are in paper form or secure digital copy and not entered into the cloud. However, if the report leaves my office, I cannot guarantee where or how the record will be stored. There may be times the report generated from this evaluation will be scanned into electronic medical records by an outside provider. We can discuss this and try to reach a comfortable solution for you regarding the privacy of your test results. I will make every effort to protect your confidentiality and you should know that in some hospital settings, the report might automatically go into electronic health records. (EHR), as in the case of reports transcribed through the hospital system. Outpatient evaluations are generally faxed or mailed to the referral source, but they then typically scan the report into their EHR. You can discuss how to deal with the disposition of your report with your medical provider as well as myself prior to release of the record. I will only release the record with your written consent and your knowledge.

Audio/video recording/Third Party Observers not allowed

Audio or video recording is not allowed under any circumstances. This includes no video or audiotaping or screen shots of teleneuropsychology materials, slides, test items or protocols. This includes recording of telephone or teleneuropsychology or telepsychology conferences/sessions. Audio or video recording cannot be pursued without written permission by this examiner and without permission is not permitted by law in the State of Washington. Third Party Observers are not allowed during testing.

INFORMED CONSENT FOR TELEPSYCHOLOGY

This Informed Consent for Telepsychology contains important information focusing on doing psychotherapy using the phone or the Internet. Please read this carefully, and let me know if you have any questions. When you sign this document, it will represent an agreement between us.

Benefits and Risks of Telepsychology

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as video conferencing or telephone. One of the benefits of telepsychology is that the client and clinician can engage in services without being in the same physical location. This can be helpful in ensuring continuity of care if the client or clinician moves to a different location, takes an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. Telepsychology, however, requires technical competence on both our parts to be helpful. Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

- Risks to confidentiality. Because telepsychology sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. But it is important for you to make sure you find a private place for our session where you will not be interrupted. It is also important for you to protect the privacy of our session on your cell phone or other device. You should participate in therapy only while in a room or area where other people are not present and cannot overhear the conversation.
- Issues related to technology. There are many ways that technology issues might impact telepsychology. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or unauthorized people or companies could access stored data.
- Crisis management and intervention. Usually, I will not engage in telepsychology with clients who are currently in a crisis situation requiring high levels of support and intervention. Before engaging in telepsychology, we will develop an emergency response plan to address potential crisis situations that may arise during the course of our telepsychology work.
- Efficacy. Most research shows that telepsychology is about as effective as in-person psychotherapy. However, some therapists believe that something is lost by not being in the same room. For example, there is debate about a therapist's ability to fully understand non-verbal information when working remotely.

Electronic Communications

We will decide together which kind of telepsychology service to use. You may have to have certain computer or cell phone systems to use telepsychology services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychology.

For communication between sessions, I only use phone communication. I will not use email or text communication. Please call 206-269-0290.

Treatment is most effective when clinical discussions occur at your regularly scheduled sessions. But if an urgent issue arises, you should feel free to attempt to reach me by phone. I will try to return your call within 24 hours except on weekends and holidays. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact in my absence if necessary.

Confidentiality

I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telepsychology. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, only using secure networks for telepsychology sessions and having passwords to protect the device you use for telepsychology).

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Informed Consent/Disclosure Statement for Private Neuropsychology/psychotherapy Practice will still apply in telepsychology. Please let me know if you have any questions about exceptions to confidentiality.

Appropriateness of Telepsychology

From time to time, we may schedule in-person sessions to “check-in” with one another. I will let you know if I decide that telepsychology is no longer the most appropriate form of treatment for you. We will discuss options of engaging in in-person counseling or referrals to another professional in your location who can provide appropriate services.

Emergencies and Technology

Prior to working together on a video platform, I will ask you to be aware the Crisis Clinic phone number, should you need it (206-461-3222). Or you could call 911 or go to your nearest emergency room.

Assessing and evaluating threats and other emergencies can be more difficult when conducting telepsychology than in traditional in-person therapy. To address some of these difficulties, we will create an emergency plan before engaging in telepsychology services. I will ask you to identify an emergency contact person who is near your location and who I will contact in the event of a crisis or emergency to assist in addressing the situation. I will ask that you sign a separate authorization form allowing me to contact your emergency contact person as needed during such a crisis or emergency.

If the session is interrupted for any reason, such as the technological connection fails, and you are having an emergency, do not call me back; instead, call 911, *Ca. the Crisis Clinic (206-461-3222)*, or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

If the session is interrupted and you are not having an emergency, disconnect from the session and I will wait two (2) minutes and then re-contact you via the telepsychology platform on which we agreed to conduct therapy. If you do not receive a call back within two (2) minutes, then call me on the phone number I provided you (206-269-0290).

If there is a technological failure and we are unable to resume the connection, you will only be charged the prorated amount of actual session time.

Fees

The same fee rates will apply for telepsychology as apply for in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payor, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee of the session. Please contact your insurance company prior to our engaging in telepsychology sessions in order to determine whether these sessions will be covered.

Records

The telepsychology sessions shall not be recorded in any way unless agreed to in writing by mutual consent. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies.

Clinical Neuropsychological Evaluation/Information/Informed Consent

You have been referred, or have requested evaluation yourself, to take a clinical neuropsychological evaluation. This evaluation consists of three parts or steps. The first step is the interview where you will be asked to provide information and details about your symptoms, situation, and personal history. The second step is the examination itself. Here you will be asked to do various tasks specifically designed to show us how your brain is working. These tasks measure motor functions, sensory input capabilities, attention, reasoning and problem-solving abilities, and executive functioning. The brain controls these mental abilities and the results of this examination should tell us how your brain is working and whether anything is wrong with it. These tasks are physically painless and not physically invasive. These tests measure brain performance and may require you to respond either by talking or by actually manipulating stimulus times by hand. Some of these tasks may be emotionally stressful and require intense mental effort at times. I will do all I can to help you feel comfortable, explain the process and if you do not want to continue, you can decline, (unless there is a court order for testing). You are welcome, at that time, to bring a significant with you to the exam, but they will not be in the testing room and can wait in the waiting room.

We ask you perform these examination tasks as well as you possibly can give your maximum effort at all times. Maximum effort on your part gives us the best chance of determining just how your brain is working and whether any problems are present. Less than maximum effort may make it difficult to interpret the results and this may make the outcome of the examination inconclusive. In other words, if the results cannot be properly interpreted, they won't be of much use to you and your health care providers. Some tasks may be given that are designed to measure your level of effort. In summary, all you need to be concerned with for this examination is to make your best effort on everything we do.

During the course of the interview, or initial visit for this evaluation, permission may be requested from you to interview or talk with one or more of your friends or family members. Certainly, if you so desire, you may bring a significant other with you to the interview. The purpose of talking with a family member or friend would be to find out more about your background, social relationships, personality traits, and other factors that might be helpful in the evaluation process. This would not occur without your specific, written permission. Additionally, various records or documents that support background experience or information (such as medical or school records) may also be requested for review.

The clinical neuropsychological evaluation does have certain risks as well as benefits. The potential risks are as follows:

1. The results may identify impairments or difficulties in mental abilities such as memory difficulties or problems reasoning and figuring things out. Focusing on

these difficulties in the examination process, as well as hearing about them during the feedback session, could be upsetting or distressing for you.

2. The results of this evaluation could suggest that you need to make some changes in your lifestyle and activities. You might not like some of the changes that are suggested. Such changes could include, but not limited to, having to depend on other people for help with daily activities; limits or modifying occupational activities; or possible limits or stop driving a car or recommending an on-the-road driving test before returning to driving. These results could influence legal matters such as determination of your ability to manage your affairs and live independently. The results of this evaluation are private and confidential. However, they could conceivably be obtained by the legal system with a judge's subpoena or court order despite your objection. Under such circumstances, these results could possibly affect you in ways that you would disagree with and/or dislike. Certainly, however, every effort will be made within the limits of the law to safeguard your privacy and confidentiality.

Possible benefits of this evaluation are as follows:

1. These results can be helpful in clarifying or establishing your diagnosis and determining how your brain functioning may be affected by whatever condition is present.
2. These results can help us better understand your mental ability, strengths, and weaknesses. This Knowledge can help you and significant other people in your life understand you better and improve the utility of your day-to-day experience and activities. Specific knowledge of how your brain is working and what your strengths and limitations are is often comforting and useful for you as well as your family and significant others.
3. These results may help your doctors and other health care providers give you better quality care.
4. These results may be helpful in dealing with various social and governmental agencies such as Social Security, Vocational Rehabilitation, Worker's Compensation, academic accommodations, etc. Many agencies need an evaluation such as this to make decisions about benefits, disability application, etc.

Please be aware that I cannot detain, stop, or otherwise interfere with an individual who may refuse services and decide to leave the clinic.

Test Security

Neuropsychological Consent Regarding Test Security and Copies of Evaluation

“--- there is a need to maintain test security to protect the uniqueness of these instruments. The Ethical Principles of Psychologists and Code of Conduct (American Psychological Association, 1992: principle 2.1, Maintaining Test Security), which specifies that these procedures are to be used only psychologists trained to the use and interpretation of the test instruments (APA Principles 2.01, 2.06, Unqualified Persons). “

Therefore, even though you have a right to review the contents of your file, another licensed psychologist can only review the raw test data and materials. The State of Washington also clearly upholds the APA guidelines discussed about. If you wish, you can sign a HIPAA release and I will send a copy of the raw data to another licensed psychologist for review, who can meet with you to explain the scores and test results. It is my understanding that you may have just your scores (not the raw data) but again, it is advisable they be explained by a properly trained licensed psychologist, preferable trained in neuropsychology.

Also, you have a right to copy of your report. I do require that we meet and go over the report in person to insure your understanding of the results. I do not mail a copy to you without meeting in person to review the results. There are very rare circumstances when it is harmful for the client to receive the full report, in which case I may make a clinical decision to give you only a summary letter. I do all I can to uphold your rights and protect your welfare, unfortunately, sometimes these ethical requirements conflict. I will always discuss these decisions with you make it possible for you to meet with another licensed psychologist to review the data.

TeleNeuropsychology

No video or audio- tapping, no photos of slides are allowed. No one other than the patient is allowed in the room unless prior arrangements have been made, HIPPA release signed and the presence of that person is needed to conduct the evaluation (e.g. language interpreter). I ask you to turn off cell phones and all technology, computers, alarms, clocks. No note paper or pencil unless directed, no note taking of verbal information is allowed.

Teleneuropsychology (TeleNP) has inherent risks that many times cannot be avoided and engaging these services should be considered carefully. Depending on the platform, your information may be stored in a cloud. If you proceed you would be agreeing to be recorded in the company platform cloud.

Testing instruments normally used in face to face testing have not been fully researched to know if they are entirely equivalent when used in a TeleNP format. There may not be sufficient norm-referenced material to judge performance of each

client, rendering conclusions tentative, at best. For this reason, any legal /forensic evaluations cannot be adequately performed with TeleNP and I have chosen to forgo many types of evaluations until in-person testing is safe and feasible again.

This examiner may also decide that TeleNP services are not the best method of treatment or evaluation depending on the needs and circumstances of the client. I will discuss these considerations directly with you and /or your family with written permission. TeleNP is not always the best choice of treatment/evaluation. Also there are no well researched or norm-referenced equivalency studies regarding tests used on TeleNP so conclusions will be guarded and comments about level of validity will be outlined the final report.

This examiner prefers in-person testing, but during this pandemic, secondary choices may need to be considered, though not optimal. Repeat NP testing in an in-person setting at an appropriate date and in a safe environment will be offered and hopefully be available in the future. This examiner will consult CDC and other official psychology authorities before proceeding and use appropriate cautionary measures.

INFORMED CONSENT FOR TELENEUROPSYCHOLOGICAL [TELEPSYCHOLOGICAL] ASSESSMENT

This Informed Consent for Teleneuropsychological [Telepsychological] Assessment has important information in it. It focuses on completing your evaluation online or over the phone. Please read it carefully, and let me know if you have any questions. When you sign this form, it will create an agreement between us.

What is Teleneuropsychological [Telepsychological] Assessment?

It means using video chat, phone or similar online methods to do an assessment. The assessment process can include interviews, review of records, and, at times, testing. It is also called remote testing or assessment.

Benefits and Risks of Online Assessment

Remote assessment lets us complete an assessment at a time when we cannot be in the same place together. For remote assessment to work, though, both you and I must know how to use it. There also are differences between in-person and remote assessment. In addition, there are some risks of remote assessment. For example:

- Are there risks to confidentiality? Because we will not be in my private office, other people could overhear you or me if you are not in a private place. On my end I will take reasonable steps to ensure your privacy. It is important for you to also make sure you find a private, quiet place for our session where you will not

be interrupted. The place also should be free of distractions. It is important for you to protect the privacy of our session on your computer or other device. We may decide ahead of time to have another person in the room where you are being tested. Other than that person, please be sure to take the tests in a place where there are no other people and where other people cannot overhear us.

- Could there be problems with the technology? Yes—in a number of ways. For example, video chat may stop working during an assessment session. If it stops more than once or twice, we may have to end the session. We will work out a back-up plan together and may try to use that. If video chat stops when I am giving you a test, I may not be able to use the results. I use a video chat system, which is privacy-protected. But no system is perfect. Though it is not likely, it is possible that other people might get online access to our private conversations. It is also possible that other people or companies could get access to your stored data.
- What if there is a crisis? Usually I will not do remote assessments with patients who are currently in a crisis and need high levels of support. Before we start, we will develop a response plan in case a crisis happens during the remote assessment.
- Do remote assessments work as well as in-person? There are not many studies on taking these kinds of tests over the phone or online. Studies seem to show that a few tests may give similar results, but there is much we still do not know. The way I give the tests has to be changed to do them online. These changes may affect the results in ways that are not yet understood. Because of that, I will be less certain about what your results mean. This could make me less certain about what I recommend. Because I will not be in the room with you, I also may not be able to learn as much. Due to these unknowns, some organizations might not accept the results of the remote assessment. For example, a school, company or court may decide it will not use my report.
-
- There are also other factors that can make remote tests less accurate:
 - If you have little or no experience with using technology;
 - If there is another person in the room, like a parent, or a caregiver;
 - If English is not your first language, or you need an interpreter;
 - If you are a person from a culturally diverse background.

Electronic Communications

I usually use **Doxy.me**. You must have access to the Internet to use it. You may also need to have a specific device or app to use remote services. If you need new or different equipment or software, it will be solely at your cost.

For communication between sessions, I only use my office phone for communication-206-269-0290.

If an urgent issue arises, call 911, the Crisis Clinic at 206-461 -3222 or go to your nearest emergency room.

Confidentiality

I have a legal and ethical duty to do my best to protect all communications in this remote evaluation. Even using a secure and private platform, however, I cannot guarantee your privacy. It is possible other people may gain access to our communications. I will try to use updated encryption methods, firewalls, and back-up systems to help keep your information safe. There is still a risk that others may access our digital contacts. You should also take reasonable steps to ensure the privacy of our communications. (For example, avoid using a public WiFi system because it can cause serious privacy problems. Only use secure networks for remote meetings. Also, be sure to have passwords to protect the device you use for our sessions.)

I may recommend that you have a person with you in the room to help the testing go more smoothly. If so, first we will talk about and agree on whom that person will be. I will ask you to sign a release to allow that person to be present in the session. I will have that person sign an agreement to keep our sessions private. I will instruct them about what they can and cannot do to help you in the testing session.

The extent of confidentiality and the exceptions to confidentiality that I outlined in my Neuropsychology/Psychology Informed Consent/Disclosure Statement will still apply to remote testing. Please let me know if you have any questions about exceptions to confidentiality.

Appropriateness of Telepsychology

Optional statement: I usually do testing only in person. But because of the Corona virus, we cannot do that right now. Once we can safely meet together in my office, I will stop offering remote testing. I will let you know if I decide remote assessment is not a good way to evaluate you. We will talk about whether there are options, or if we will have to wait before completing the assessment.

Emergencies and Technology

Again, if there is an emergency, call 911, the Crisis Clinic 206-461-3222 or go to your nearest emergency room.

Dealing with crises can be harder to do in a remote evaluation. To make it less difficult, we will create an emergency plan before starting. I will ask you to give me the name and number of a person near you who I can contact for help in an emergency. I will also ask that you sign a release form so I can contact that person if I need to.

If our session is interrupted for any reason and it is an emergency, do not call me back. Instead, call 911, call the Crisis Clinic at 206-461-3222, or go to your nearest emergency room. Call me back after you have called or obtained emergency services.

If the session is interrupted and it is not an emergency, please disconnect from the session. I will wait 2 minutes and then re-contact you with **Doxy.me**. If you do not receive a call back from me within 2 minutes, then call me on the phone number I provided you [206-269-0290].

If the session is interrupted and we cannot reconnect, you will only be charged for the actual session time.

Fees

Remote assessments cost the same as they do in person. Sometimes HMOs or insurance companies may not cover remote assessments. If your insurance, HMO, or other third-party payer does not cover remote assessments, you agree to be solely responsible for the entire fee of the evaluation. Please contact your insurance company before we start the testing to find out whether and how it will be covered.

Records

You agree that you will not record any remote sessions in any way, unless we have both consented in writing. You also agree that you will not make copies of the tests or materials I send to you. In addition, you will not send, give or show the tests to anyone other than me and the person we have agreed may help you. I will document our sessions in the usual way I keep records of assessments.

C. Please sign below if you intend to seek reimbursement from your insurance company or government agency.

I permit Dr. Karen Sanders, PhD, ABPP/CN to release information necessary for billing purposes, manage care utilization review and coverage by my insurance company. This may include diagnosis (which may be discussed with me), dates of office visits, type(s) of services, amounts of fees and fees paid to date. I hereby assign all mental health benefits, including major benefits to which I am entitled, as well as Medicare another government-sponsored programs, private insurance, and nay other health plan to Dr. Karen Sanders, PhD, ABPP/CN. This assignment will remain in effect until revoked by me I writing. A photocopy of this assignment is to be considered as valid as the original. I understand I am financially responsible for all charges whether paid by said insurance. I hereby authorize Dr. Sanders to release all information necessary to secure payment. If my insurance will not authorize payment of services, I understand I am financially responsible for all charges

_____ Date
Client signature

_____ Date
Spouse or partner (if applicable)

_____ Date
Parent or Legal Guardian's
Signature (If client is under 18
Or legally supervised)

D. Informed Consent for Telepsychology and Teleneuropsychology

This consent adds to the general assessment informed consent we agreed to [will agree to] at the beginning of our work together. It does not change any part of that agreement. Your signature below shows that you agree with this consent agreement's terms and conditions.

_____ Date
Patient

_____ Date
Neuropsychologist

_____ Date
Parent or Legal Guardian's
Signature (If client is under 18
Or legally supervised)

Permission to assist with teleneuropsychological session:

I give _____ permission to assist with my neuropsychological assessment and to know details of my condition as relates to testing only

Patient

Date

Assigned Assistant:

I _____ understand I have been asked to assist with the neuropsychological evaluation of _____. I understand that I am to follow the direction of Dr. Karen Sanders, PhD, ABPP/CN exactly as instructed and I shall not disclose any information seen or heard during this evaluation. I cannot share information about test items or answers. All information is protected by the HIPAA law and APA Test Security Ethics code as indicated in Dr. Sanders Informed Consent /Disclosure statement.

Patient Assistant

Date

Permission to assist with neuropsychological session:

I give _____ permission to assist with my neuropsychological assessment and to know details of my condition as relates to testing only

_____ _____
Patient Date

Assigned Assistant:

I _____ understand I have been asked to assist with the neuropsychological evaluation of _____. I understand that I am to follow the direction of Dr. Karen Sanders, PhD, ABPP/CN exactly as instructed and I shall not disclose any information seen or heard during this evaluation. I cannot share information about test items or answers. All information is protected by the HIPAA law and APA Test Security Ethics code as indicated in Dr. Sanders Informed Consent /Disclosure statement.

_____ _____
Patient Assistant Date