

**Telemed Informed Consent**  
**Neuropsychological Associates**  
 1260 North Dutton Ave, Ste. 225  
 Santa Rosa, CA 95401 & 2140 41<sup>st</sup> Ave. #200b Capitola CA, 95010

General Informed Consent Agreement for Telemed Neuropsychological Testing/Evaluation:

The following agreement relationship is for neuropsychological testing and/or diagnostics and is not an agreement for counseling or therapeutic services. Therapy services will be referred and signing this agreement acknowledges this fact. **I acknowledge and I agree that I will give full effort on all of my testing to ensure an accurate result. I acknowledge that my full effort is essential during the entire testing process.**

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I realize that Neuropsychological Associates is a provider for most insurances. I realize that I must disclose to Neuropsychological Associates prior to the onset of testing whether I am on any of these HMO/PPO plans and will assist when needed in the pursuit of authorization for ALL assessment based and testing services prior to the beginning of the assessment process. If for some reason your insurance has lapsed, does not cover our fees, is disputed, or payment is not rendered, **you are responsible for the equivalent payment of what insurance would have provided within 7 days of service.**

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Confidentiality: All information disclosed within a testing and interview session is protected by state and federal law and MAY NOT BE DISCLOSED without your written permission. Exceptions of disclosure do exist when state or federal law requires such disclosure, or the referring party requires that confidential material be released for purposes of an evaluation such as a county, state or federal government or private agency including managed care insurance providers.

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Disclosure by Law: In the previous section it was identified that there are circumstances by which confidential information revealed by you to Neuropsychological Associates must be disclosed by law. Some of these circumstances include but are not limited to:

Suspicion, evidence of or disclosure of physical abuse, **sexual abuse or neglect of a child under the age of 18 years.** Neuropsychological Associates has the obligation to intervene on behalf of a child to prevent forms of abuse as well and there are circumstances where professional judgment may require the reporting of severe emotional abuse of a child.

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Suspicion, **evidence of or disclosure of physical abuse, sexual abuse, neglect, abandonment, isolation and/or financial abuse of an elderly person over the age of 65.** Neuropsychological Associates has the obligation to intervene on behalf of an elder to prevent these forms of abuse as well and

there are circumstances where professional judgment may require the reporting of severe emotional abuse of an elder.

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Suspicion, **evidence of or disclosure of physical abuse, sexual abuse, neglect, abandonment, isolation and or financial abuse of a dependent adult between the ages of 18-64.**

Neuropsychological Associates has the obligation to intervene on behalf of a dependent adult to prevent these forms of abuse as well and there are circumstances where professional judgment may require the reporting of severe emotional abuse of a dependent adult.

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When a patient makes **a serious, threat of violence or death that is, an intended threat of violence or death to a reasonably identifiable victim.** The authorities and the victim will be notified in order to prevent such acts. \*This applies in cases where a family member reports to Neuropsychological Associates that a patient in his care meets the above criteria of harm to others as well.

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In situations where **a patient makes a serious threat of self-harm or suicide Neuropsychological Associates will intervene to prevent such actions from occurring.** The actions to prevent suicide may include contacting local law enforcement, or a local authority designated by the county. \*Please note children under the age of 18 will have a parent notified in suicidal or self-harm circumstances. \*This applies in cases where a family member reports to Neuropsychological Associates that a patient in his care meets the above criteria of suicide or self-harm as well.

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Another circumstance when confidentiality will not be protected is **when a patient presents as gravely disabled.** Grave disability is when an individual cannot provide food, clothing and/or shelter; however, this disability may not be due to mental retardation alone.

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When adult persons that have a history of child abuse reveal such abuse, as adults over the age of 18, Neuropsychological Associates is not mandated to report such crimes. However, **if the perpetrator of this abuse is judged to still have access to children, confidentiality cannot be assured and a report will be made to the proper authorities to prevent possible abuse.**

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Neuropsychological Associates discloses information to parents of persons under the age of 18. If parents request confidential information judged to be detrimental to the child or adolescent and/or their care, disclosure to parents will be withheld, but may be challenged by the parent through legal challenges.

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Emergencies: If there is an emergency during our work together, or in the future after termination, where I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I can within the limits of the law to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. If you are in a room alone during the telemed process, please contact any staff member if an emergency arises. The telemed Dr. on the other end will contact someone on your behalf if you are unable to do so.

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Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier in order to process claims. If you so instruct me in writing, only the minimum necessary information will be communicated to the carrier. **I have no control or knowledge over what insurance companies do with the information I submit or who has access to this information.** You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into insurance companies' computers and will also be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question, as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been reported to have been sold, stolen, or accessed by enforcement agencies; therefore, you are in a vulnerable position. We store your records in accordance with all federal and state laws.

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Confidentiality of E-mail, Cell Phone and Faxes Communication: It is very important to be aware that e-mail and cell phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. Emailed documents can be mistakenly attached inadvertently reveal information to unintended sources. Faxes can easily be sent erroneously to the wrong address. Please notify me in writing if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. For your convenience Neuropsychological Associates will ask you whether or not you would like to have evaluations to be emailed. This is a process that expedites the release of your report and subsequent accommodations to you and whom ever you designate. As seen in the warning above there is inherent risk to this process. Neuropsychological Associates will only email to addresses you designate verbally. If you prefer only a hard copy or wish to prevent electronic or email transfers of reports, please give Neuropsychological Associates explicit directions in writing.

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Litigation Limitation: Due to the nature of the assessment process and the fact that it often involves

making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the records be requested without a separate legal fee arrangement, and the fee itself is not sought to be covered by any managed care company. You also agree not to seek reimbursement for legal based fees from any third party and fees are to be paid in advance.

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Consultation: I consult regularly with other professionals regarding my clients; however, the client's name or other identifying information is never mentioned. The client's identity remains anonymous, and confidentiality is fully maintained.

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\*\*Considering all of the above exclusions, if it is still appropriate, upon your request, I will release information to any agency/person you specify unless I conclude that releasing such information might be harmful in any way.

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact me between evaluation sessions, please leave a message on my answering machine (321.208.1554) and your call will be returned as soon as possible. I check my messages a few times a day, unless I am out of town. If you call my answering machine at any time in an emergency, please indicate it clearly in your message. If you need to talk to someone right away, you can call the local police (911).

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PAYMENTS & INSURANCE REIMBURSEMENT:

Neuropsychological Testing/Assessment/Consulting/Collaboration/Report Writing and other mandatory clerical neuropsychological services will be provided at a rate of \$\_\_\_\_\_. The date of the final report being completed is typically **within 30-business days** but may be expedited, when fees are paid in full and a verbal agreement is reached at the date of this document being signed. Neuropsychological Associates, depending on logistics, can extend this agreement and report dates are merely an estimate of report production and are subject to modification. All fees must be paid to the recipient and/or his or her representatives/guardians that authorized services at the time of services up front. In no way will I attempt to circumvent this agreement through withholding finances nor will I use legal and/or other deadlines to manipulate this agreement. If I use insurance, and insurance does not pay for the services, I will pay the contracted rate after the billing rejection prior to the release of my report.

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MEDIATION & ARBITRATION: All disputes arising out of or in relation to this agreement to provide neuropsychological services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of myself and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event

that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Santa Cruz or Santa Clara County, California, in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, I can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

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TERMINATION: During the assessment process I will continually assess if I can be of diagnostic benefit to you. I do not assess clients who, in my opinion, I cannot assess accurately. In such a case, I will give you a number of referrals that you can contact. If at any point during the evaluation, I assess that I am not effective in helping you reach diagnostic accuracy, I am obliged to discuss it with you and, if appropriate, to terminate the evaluation and make a referral. In such a case, I would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, I will talk to the assessor of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another evaluator, I will assist you in finding someone qualified, and, if I have your written consent, I will provide her or him with the essential information needed. You also have the right to terminate at any time. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might prefer.

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Telemed Services: In the event of a technical issue I know that I can contact a neuropsychological associates staff member to assist me. I do realize that the technical services used by Neuropsychological Associates utilize an SSL encrypted website, and end-to-end 128-bit AES encryption. All additional services such as clerical, further appointment setting, record requests, or anything regarding typical business operations can be handed in person with Neuropsychological Associates onsite Staff.

CANCELLATION: A cancellation fee will be implemented only after 1 cancellation without calling.

I have read the above Agreement and Office Policies and General Information carefully; I understand them and agree to comply with them:

Neuropsychological Associates stores blinded or private numerical data that has no identifying information for future research purposes. Your data will be kept in accordance with state and federal law and will not ever be used in any way to identify you, but rather will be used to contribute research to the field of psychology. You may decide not to agree to this collection or request removal at any time.

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Patient name (print) \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

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Guardian/ representative name (print) \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

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Clinician (print) \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

