

LIFESTAGES FAMILY NEUROHEALTH
COMPREHENSIVE COGNITIVE CARE

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LICENSED IN NY, MA, & NH

Consent For Psychological/Neuropsychological Evaluation

Nature and Purpose of Evaluation:

You, or your child, is being seen for a neuropsychological/psychological evaluation at Lifestages Family Neurohealth, LLC (also known as LFN).

An evaluation typically includes an interview, record review, and testing with various measures of attention, motivation, language, spatial skills, problem solving, memory, intellectual functioning, and emotional or personality functioning. Additionally, with consent from you, your provider may interview other individuals who may have helpful information regarding your, or your child's, history and/or current circumstances. You may request further information about any of these procedures.

The first session will involve an evaluation of your needs, or your child's needs. By the end of the first session your provider will notify you if he/she believes they are the right provider to address the presenting question(s)/concern(s). If he/she is not the right provider for the evaluation, you will be given referrals to other practitioners whom he/she believes may be better suited to address the presenting question(s)/concern(s).

The purpose of the evaluation is to provide information about you, or your child, to the physician or other health care provider who has requested the evaluation in order to assist in their treatment. Information obtained during neuropsychological and psychological evaluations is often used to assist with diagnostic clarification and/or treatment planning; however, there is no guarantee that the evaluation will have this result.

The material from the interview(s) and psychological/neuropsychological testing will result in the generation of a report that will provide information related to diagnosis and treatment. The report generated by the provider will be sent to the physician or other health care provider who referred you or your child to our practice. Your provider at LFN may discuss the results with the referring provider.

If desired by you, or your referring provider, the provider at LFN will also discuss the results with you and any other designated individuals. If this evaluation is being covered or partially covered by insurance LFN may be required to provide the insurance company with a report as well.

The provider's questions will touch on personal and private matters that could cause emotional discomfort and revive painful memories. The provider has no intention of causing any personal discomfort. He/she is simply carrying out his/her professional task associated with this evaluation. If some of the subject under discussion does not appear at first glance to have a direct connection with the issue at hand, you should ask the provider to clarify the reason for discussing the specific topic. The provider will explain his/her reasoning for asking such questions.

Patients are expected to give honest and accurate answers and are free to refuse to answer any question they choose or to terminate the evaluation at any time. If you terminate the evaluation prior to completion the referral question(s) may not be answered, and diagnosis or treatment recommendations may not be made.

LFN Providers:

Information regarding the background and training of LFN's providers can be found on our website (www.lifestagesneuro.com). If you have any questions about your provider's training, you are encouraged to ask your provider or call our office.

Risks and Benefits:

- Testing can take several hours to complete and for some individuals these assessments can cause fatigue, headaches, frustration, and anxiousness.
- Another entity may use information from the evaluation report to make decisions which may or may not be desired by the patient (e.g., whether he/she can continue to drive, live independently, receive certain services, etc.).
- Benefits may include feeling less distressed, finding solutions to problems, and learning how to work with individual strengths and weaknesses.

Limits on Confidentiality:

In most cases all information (i.e., interview notes, test protocols, test reports, progress notes, etc.) is kept confidential. This information is kept in the medical and/or psychological record and cannot be released without written consent, *except* under the following circumstances in which the provider may be required or allowed by law to report to certain state agencies or otherwise release information to another party *without* the individual's consent:

- If he/she has reasonable cause to believe that a child under the age of 18 has been or is being abused or neglected.
- If he/she has reasonable cause to believe a person with developmental disability, chronic mental illness, or an elderly person has been or is being abused, neglected, or exploited.
- If the individual makes a specific threat of violence to another person or to society.
- If he/she believes that the individual presents a clear, imminent risk of serious physical or mental injury or death to themselves, he/she may be required to disclose information in order to take protective actions. These actions may include seeking hospitalization or contacting family members or others who can assist in protecting the individual.
- If a government agency is requesting the information for health oversight activities, he/she may be required to provide it for them. For example, if a complaint is filed against the provider with the New Hampshire Board of Psychologists, the Board has the authority to subpoena confidential mental health information relevant to the complaint.
- If a patient files a complaint or lawsuit against the provider, the provider may disclose relevant information regarding that individual in order to defend herself.
- If the provider finds that it would be helpful to consult with other health and mental health professionals about a case. During his/her consultation every effort would be made to avoid revealing the identity of the individual. The other professionals are also legally bound to keep the information confidential.
- LFN employs administrative staff and independent contractors. In most cases, the practice needs to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All staff members and independent contractors have been given training about protecting patient privacy and have agreed not to

release any information outside of the practice without the permission of a professional staff member.

- LFN has contracts with an accountant, and a health information telecommunications network to do electronic billing with insurance companies. As required by HIPAA, LFN has formal business associate contracts with these businesses, in which each has promised to maintain the confidentiality of the data except as specifically allowed in the contract or otherwise required by law.
- Disclosures required by health insurers or to collect overdue fees are discussed in the Statement of Financial Responsibility, which can be found at the office of LFN.
- If an individual files a worker's compensation claim, the provider may disclose information from the individual's record as authorized by worker's compensation laws.

Your provider will be happy to discuss these issues with you and provide clarification if possible. However, if you need specific clarification or advice your provider is unable to provide, formal legal advice may be needed, as the laws governing confidentiality are quite complex and we are not attorneys.

Meetings:

The evaluation may consist of an interview, cognitive and/or emotional testing, and a feedback appointment to review the results of the evaluation. Each of these steps in the process of evaluation may occur on the same day or different days. Testing sessions often take several hours to complete. A feedback appointment may be scheduled, typically, one to two weeks after the completion of testing.

Cancellation Policy:

Once an appointment is scheduled, the responsible party (i.e., you) will be expected to pay for it unless you provide **48 hours** advance notice of cancellation. Cancellation of the appointment can be made by calling LFN at 603-614-6016. You may be charged a minimum of \$150 up to the full amount of time which was reserved for the appointment at the rates posted in the office of LFN and in this consent.

Due to the limited availability of services and the number of individuals waiting to be seen, if an individual cancels twice at the last minute or does not show for their scheduled appointment, we may decline to offer future appointments. The individual will be provided with contact information for another practice.

Use of Technician:

The provider may delegate administration and scoring of tests to a trained technician.

Professional Fees:

Evaluation services are billed for the provider's face-to-face time with the individual as well as any time spent reviewing records, administering test measures, interpreting test results, integrating data, writing a report, and consulting with other care providers/professionals. We also charge for telephone conversations lasting longer than 10 minutes. LFN professional fees are listed below.

The fees listed below reflect the hourly fee for the specific service. It is important for you to know that evaluation services are billed in a different way than a typical doctor's visit or counseling session. Many of our services (i.e., test administration, report writing, etc.) require several hours to complete, are billed for your time in the office as well as time spent when you are not in our office, and are billed for the full hour, or half hour, after either 31 or 16 minutes. You should contact LFN to discuss estimated total costs if you would like more detailed information.

Fees for Clinical Services:

- Clinical interview/Intake \$350.00
- Evaluation services including test selection, integration of data, interpretation of standardized test results and clinical data, clinical decision making, treatment planning and report and feedback to patient. Billed per hour after 31 minutes of care. \$300.00
- Test administration. Billed per 30 minutes after 16 minutes of care. \$180.00
- Therapy session (60 minutes) \$250.00
- Therapy session (45 minutes) \$200.00
- Preparation of Summary of Protected Health Information. Per hour billed in 10-minute increments \$400.00
- Consultation with family member(s), employer(s), or other professionals. Per hour billed in 10-minute increments \$350.00
- Review/Completion of Forms \$100.00 per form
- Charge for copies:
 - \$30.00 for first 50 pages
 - \$0.25 per page for 50 plus pages
 - Expedited Records Processing fee \$25.00
 - Shipping costs may be added to the fee.

You have been referred for clinical/medical purposes. Services rendered are not intended for legal purposes. However, if you become involved in legal proceedings that require the providers participation, you will be expected to pay for any professional time the provider spends on your legal matter, even if the request comes from another party. Payment is required before the provider will render any services.

LFN charges \$800.00 per hour for professional services they are asked or required to perform in relation to your legal matter. These services may include: record review, consultation with attorneys or other professionals in person or via telephone, interviews in person or via telephone with relevant collateral contacts, psychological/neuropsychological testing, psychodiagnostics evaluation, preparation of written reports, specialized research in the field of psychology and/or law as it pertains to the unique aspects of the case, review of depositions or other legal materials including investigative reports, information documents, and all relevant discovery.

LFN charges \$500.00 per hour (billed in half day or full day rate) for testimony provided at any hearing, trial deposition, arbitration, mediation, administrative proceeding, or other similar matter. (i.e., Half Day Rate = \$4000.00 and Full Day Rate = \$8000.00). Travel time to and from the location of legal services is billed at \$260.00 per hour in 10-minute increments. Any related expenses (i.e., photocopying, faxes, parking costs, out of office travel, overnight delivery, and courier services, etc.) are the responsibility of the party retaining our services.

Billing and Payments:

LFN does not bill commercial insurance for services rendered. We continue to participate in Anthem Blue Cross/Blue Shield of New Hampshire until April 1, 2022. LFN does bill for services for those with Medicare, but please note that some Medicare Advantage plans have closed provider networks that LFN is not participating with. We therefore may not be able to bill those insurers directly. We will inform you prior to service whether this is the case with your plan.

In unusual circumstances, we may agree to accept payment from an insurance company if they agree to an LFN negotiated rate. Insurance companies often do not cover academic testing. If this is the case, you will be responsible for charges not covered.

You should also be aware that insurance companies require that your provider documents a clinical diagnosis. At times, we have to provide additional clinical information, such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, we 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. We will provide you with a copy of any records we submit if you request it. ***You understand that, by using your insurance, you authorize us to release such information to your insurance company. We will try to keep that information limited to the minimum necessary.*** You always have the right to pay for our services yourself to avoid the problems described above.

You release LFN and its' officers, agents, employees, and any clinician associated with my care from all liability that may arise as a result of disclosure of information to the insurance company and/or its contracted managed care/utilization review company.

You will be expected to pay for services rendered at the time of your initial appointment, unless we agree otherwise or unless you have insurance coverage that requires another arrangement.

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

This evaluation is voluntary. If you choose to terminate the evaluation process, you will still be responsible for all fees associated with the treatment that has been provided, as well as any additional time spent scoring and interpreting the tests that have been completed. Additionally, you are responsible for report writing time regardless of the provider's ability to clarify diagnosis and/or provide treatment recommendations due to limited information that resulted from your decision to terminate the evaluation.

Professional Records:

The laws and standards of the provider's profession require that he/she keep Protected Health Information about the individual in a Clinical Record. You may examine and/or receive a copy of your Clinical Record, if you request it in writing. Raw test data (i.e., test questions, protocols, etc.) may only be released to persons qualified to interpret such information to avoid misuse of the testing services.

Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, LFN recommends that you initially review them with your provider or have them forwarded to another psychologist qualified to interpret neuropsychological and psychological test results so you can discuss the contents.

Contacting the Provider:

Our practice does not provide emergency services. Due to the provider's work schedule, he/she is often not immediately available by telephone. When providers are unavailable the telephone is answered by an answering voicemail. You may leave a message and your call will be returned as soon as possible, which may be on a different business day than when you left the message.

If you are unable to reach your provider and feel that you cannot wait for him/her to return your call, you should contact your family physician or the nearest emergency room and ask for the psychologist on call. The NH Rapid Response Access point at 833-710-6477 or visit NH988.com

If you are experiencing a medical emergency, you should call 911 or go to the nearest emergency room. You have been provided with a copy of our Electronic Communication Policy.

Effort and Motivation:

This evaluation is aimed at identifying patterns of cognitive strengths and weaknesses and guide diagnosis and treatment recommendations. It is important for you to perform to the best of your ability and answer questions honestly. If your test performance suggests that you are not putting forth your best effort or are exaggerating symptoms, this can invalidate your test results leading to inconclusive findings which will impact diagnosis and treatment recommendations. Effort, motivation, and symptom exaggeration may be assessed and commented upon in the final report. If you do not think you can put forth your best effort during testing, please inform your provider immediately.

Recording:

Some of the test measures administered on an iPad have the option to record the examinee's responses to assist with scoring. The recordings are deleted upon completing of the evaluation services. If you do not want this information to be recorded, you must inform your provider at the initial appointment.

Except for the few tests administered on the iPad, given the confidential nature of the evaluation, no portion of the evaluation, including but not limited to the intake interview, testing session(s), feedback session, or follow up treatment session(s), shall be audio or video recorded by any party.

Questions or Concerns:

Your signature below indicates that you have read and understood the above information and that consent is given for treatment. You understand that this evaluation/treatment is not intended for forensic use. You are aware that if at any time you have further questions about your care you should ask your provider.

Signature

Date

Parent Authorization for Minor's Mental Health Treatment including Psychological/Neuropsychological Evaluation

In order to authorize mental health treatment for your child, you must have either sole or joint legal custody of your child. If you are separated or divorced from the other parent of your child, please notify your provider immediately. You will be asked to provide LFN with a copy of the most recent custody decree that establishes custody rights of you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child.

If you are separated or divorced from the child's other parent, please be aware that it is our policy to notify the other parent that our provider is meeting with your child. It is our belief that it is important that all parents have the right to know, unless there are truly exceptional circumstances, that their child is receiving mental health evaluation or treatment services.

One risk of evaluation services for children involves disagreement among parents and/or disagreement between parents and the psychologist regarding the child's treatment. If such disagreements occur, our provider will strive to listen carefully so that he/she can understand your perspectives and fully explain his/her perspective. Such disagreements may be resolved, or we can agree to disagree, so long as this enables your child's therapeutic progress. Ultimately, parents decide whether therapy/evaluation services will continue. If either parent decides that therapy/evaluation services should end, our provider will honor that decision, unless there are extraordinary circumstances.

Individual Parent/Guardian Communications with the Provider:

In the course of your child's treatment, the provider may meet with the child's parents/guardians either separately or together. Please be aware, however, that, at all times, the patient is your child – not the parents/guardians nor any siblings or other family members of the child.

If the provider meets with you or other family members in the course of your child's treatment, the provider will make notes of that meeting in your child's treatment records. Everything that you discuss with the provider may go into your child's record, including emails sent to our office. Please be aware that those notes will be available to any person or entity that has legal access to your child's treatment record.

Mandatory Disclosures of Treatment Information

In some situations, the provider is required by law or by the guidelines of his/her profession to disclose information, whether or not the provider has your or your child's permission. Some of these situations are listed below.

Confidentiality cannot be maintained when:

- Child patients tell the provider they plan to cause serious harm or death to themselves, and the provider believes they have the intent and ability to carry out this threat in the very near future. The provider must take steps to inform a parent or guardian or others of what the child has told him/her and how serious he/she believe this threat to be and to try to prevent the occurrence of such harm.
- Child patients tell the provider they plan to cause serious harm or death to someone else, and he/she believes they have the intent and ability to carry out this threat in the very near future. In this situation, the provider must inform a parent or guardian or others, and the provider may be required to inform the person who is the target of the threatened harm and the police.
- Child patients are doing things that could cause serious harm to them or someone else, even if they do not intend to harm themselves or another person. In these situations, the provider will

need to use his/her professional judgment to decide whether a parent or guardian should be informed.

- Child patients tell the provider, or the provider otherwise learns that, it appears that a child is being neglected or abused--physically, sexually or emotionally--or that it appears that they have been neglected or abused in the past. In this situation, the provider may be required by law to report the alleged abuse to the appropriate state child-protective agency.
- The provider is ordered by a court to disclose information.

Disclosure of Minor's Treatment Information to Parents:

Mental health treatment is most effective when a trusting relationship exists between the psychologist and the patient. Privacy is especially important in earning and keeping that trust. As a result, it is important for children to have a "zone of privacy" where children feel free to discuss personal matters without fear that their thoughts and feelings will be immediately communicated to their parents. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy.

You and your child should be aware that a report will be generated which will include topics discussed that the provider deems relevant to diagnostic clarification and treatment. We do our best to include the minimal necessary information to address your child's treatment needs. Anything discussed with the provider or testing technician could be included in the report/child's record.

It is our policy to provide you with general information about your child's treatment, but NOT to share specific information your child has disclosed to the provider without your child's agreement. This includes activities and behavior that you would not approve of — or might be upset by — but that do not put your child at risk of serious and immediate harm. However, if your child's risk-taking behavior becomes more serious, then the provider will need to use his/her professional judgment to decide whether your child is in serious and immediate danger of harm. If the provider feels that your child is in such danger, he/she will communicate this information to you.

Example: If your child tells the provider that he/she has tried alcohol at a few parties, the provider would keep this information confidential. If your child tells the provider that he/she is drinking and driving or is a passenger in a car with a driver who is drunk, the provider would not keep this information confidential from you. If your child tells the provider, or if he/she believe based on things they learn about your child, that your child is addicted to drugs or alcohol, the provider would not keep that information confidential.

Example: If your child tells the provider that he/she is having voluntary, protected sex with a peer, he/she would keep this information confidential. If your child tells me that, on several occasions, the child has engaged in unprotected sex with strangers or in unsafe situations, the provider will not keep this information confidential.

You can always ask the provider questions about the types of information he/she would disclose. You can ask in the form of "hypothetical situations," such as: "If a child told you that he or she were doing _____, would you tell the parents?"

Even when we have agreed to keep your child's treatment information confidential from you, the provider may believe that it is important for you to know about a particular situation that is going on in your child's life. In these situations, the provider will encourage your child to tell you, and will help your child find the best way to do so. Also, when meeting with you, the provider may sometimes describe your child's problems in general terms, without using specifics, in order to help you know how to be more helpful to your child.

Disclosure of Minor's Treatment Records to Parents:

In the state of New Hampshire non-custodial parents have equal rights to access a child's medical records. When a child becomes 18-years-old, they have access to their medical record.

Parent/Guardian Agreement Not to Use Minor's Therapy Information/Records in Custody Litigation:

When a family is in conflict, particularly conflict due to parental separation or divorce, it is very difficult for everyone, particularly for children. Although the provider's responsibility to your child may require helping to address conflicts between the child's parents, the provider's role will be strictly limited to providing treatment to your child. You agree that in any child custody/visitation proceedings, neither of you will seek to subpoena LFNs records or ask the provider to testify in court, whether in person or by affidavit, or to provide letters or documentation expressing his/her opinion about parental fitness or custody/visitation arrangements.

Please note that your agreement may not prevent a judge from requiring the provider's testimony, even though the provider will not do so unless legally compelled. If the provider is required to testify, he/she is ethically bound not to give his/her opinion about either parent's custody, visitation suitability, or fitness. If the court appoints a custody evaluator, guardian *ad litem*, or parenting coordinator, the provider will provide information as needed, if appropriate releases are signed or a court order is provided, but the provider will not make any recommendation about the final decision(s).

Furthermore, if the provider is required to appear as a witness or to otherwise perform work related to any legal matter, the party responsible for the provider's participation agrees to reimburse LFN at the rate of \$800.00 per hour for professional services they are asked or required to perform in relation to your legal matter. These services may include, but are not limited to: record review, consultation with attorneys or other professionals in person or via telephone, interviews in person or via telephone with relevant collateral contacts, psychological/neuropsychological testing, psychodiagnostics evaluation, preparation of written reports, specialized research in the field of psychology and/or law as it pertains to the unique aspects of the case, review of depositions or other legal materials including investigative reports, information documents, and all relevant discovery.

LFN charges \$500.00 per hour (billed in half day or full day rate) for testimony provided at any hearing, trial deposition, arbitration, mediation, administrative proceeding, or other similar matter. (i.e., Half Day Rate = \$4000.00 and Full Day Rate = \$8000.00). Travel time to and from the location of legal services is billed at \$500.00 per hour in 10-minute increments.

Child/Adolescent Patient:

By signing below, you show that you have read and understood the policies described above. If you have any questions, you can ask your provider at any time.

Parent/Guardian of Minor Patient:

Please initial after each line and sign below, indicating your agreement to respect your child's privacy:

I understand that anything discussed with my child's provider could potentially be included in my child's medical record.

I will refrain from requesting detailed information about individual therapy sessions with my child. I understand that I will be provided with periodic updates about general progress, and/or may be asked to participate in therapy sessions as needed.

I understand that I will be informed about situations that could endanger my child. I know this decision to breach confidentiality in these circumstances is up to the therapist's professional judgment, unless otherwise noted above.

Signature

Date