

# Child and Adolescent Psychology Professionals Consent for Assessment

## Introduction

Welcome! As a new client, Dr. De Simone looks forward to working with you, your family, and your child(ren). Informed consent is requested as part of a psychoeducational, developmental, and/or psychological assessment, and this document clarifies the agreement of services including definitions, limits of confidentiality, legal consent, financial and procedural terms, and records maintenance. Please read this document carefully and speak with your clinician should you have any questions. You have a right to revoke informed consent at any time.

## Psychoeducational, Developmental, and Psychological Assessment

Psychoeducational, developmental, and/or psychological assessment may be pursued to inform diagnosis; determine cognitive, adaptive, developmental, neuropsychological, and/or social/emotional functioning; make educational recommendations; and/or inform treatment. Tests may be administered to your child to better understand your child's functioning. As part of this process, you and your child will also be interviewed to better understand the role of your child's environment, which may include family, medical, and educational history. Likewise, you will be asked to complete the Registration form and provide contact and financial information; a copy of your insurance card (if applicable) and photo identification will be requested; and you will be provided with a receipt for services. A report will be generated that encompasses findings and recommendations from the assessment that may be used at your discretion and can be released to other professionals by this assessor with your written consent. School consultation can also be arranged to inform educational decision-making.

## Limits of Confidentiality

Information that is discussed with Dr. De Simone is confidential and can only be released to others outside of this facility with your written consent, or as required by law (e.g. Court Order). There are some exceptions to confidentiality. Confidentiality is limited in matters pertaining to: (1) threat of harm to self or to another person; (2) physical/sexual abuse or neglect of minors, persons with disabilities, and the elderly-current or past; (3) legal activity resulting in a Court order; or (4) in accordance with the law. Dr. De Simone is a legally mandated reporter of abuse to a minor or elderly person (see Arizona Revised Statute 46-454).

Dr. De Simone provides ongoing training to graduate students as part of their practicum training and in fulfillment of a doctoral degree in Clinical Psychology. You may be asked to consent to having a student present during the appointment for educational purposes, and you may consent or decline as you wish. Likewise, Dr. De Simone participates in peer consultation to facilitate professional growth and provide the best possible treatment to you and your child. While no identifying information is released, the dynamics of the problem and the people are discussed along with best possible treatment approaches and methods.

The use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and state's confidentiality law. This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as the U.S. Department of Health and Human Services [HHS] or a state department of health), to a coroner or medical examiner, for public health purposes related to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

There are also numerous circumstances when information may be released including when disclosure is required by the Board of Psychologist Examiner's such is the case with a board complaint; when a lawsuit is filed against the psychologist; and to comply with other federal, state, or local laws.

## Legal Consent

**As children are part of a family system, decisions about psychological, medical, and/or educational care, etc. must be made by the child's legal guardian(s), who must be physically present to provide**

consent, have an opportunity to be fully informed of the assessment process, be provided with an opportunity to ask questions, and in order for identity to be verified. In the unfortunate event of a parental separation or divorce, **both** parents **MUST** consent, in writing, to this assessment. Both parents are invited and encouraged (as they are able) to participate in the process of assessment and treatment planning. If one parent retains sole legal custody, this parent **MUST** provide legal documentation of this in order for assessment to proceed. In the case of joint custody, **both** parents **MUST** consent to the assessment. Both parents, regardless of custody, have a legal right to records (see Arizona Revised Statute 25-403.06).

### HIPPA

The rules regarding confidentiality, privacy, and records are complex. The HIPPA Notice of Privacy Practices details the considerations regarding confidentiality, privacy, and your records. This notice also contains information about your right to access your record and the details of the procedures to obtain them, should you choose to do so. Periodically, the HIPPA Notice of Privacy Practices may be revised. It is imperative that you read and understand the limits of privacy and confidentiality before you start assessment and/or treatment.

Pursuant to HIPPA, Protected Health Information (PHI) is retained in your “Clinical Record.” It includes information about your reason for seeking services, a description of ways in which the problem impacts you/your child’s life, the diagnosis, the goals that we set for assessment, medical and social history, treatment history, and any past treatment records received from other providers, reports of any professional consultations, billing records, and any prepared reports or letters, including reports/updates sent to your insurance provider. Assessment protocol is confidential and copyrighted material. Assessment protocol can only be released to professionals/clinicians who are trained to interpret such information and will only be released to such an individual with your written consent.

I consent to the use or disclosure of my protected health information (PHI) by Dr. De Simone for the purpose of diagnosing and conducting assessment/testing; obtaining payment for my health care bills; or to conduct health care operations. “The Privacy Rule protects ‘all *individually identifiable health information*’ (PHI) held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper, or oral.” The Privacy Rule calls this information ‘*protected health information*.’ ‘*Individually identifiable health information*’ is information including demographic data that relates to: 1) The individual’s past, present, or future physical or mental health or condition; 2) the provision of health care to the individual; or 3) the past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe can be used to identify the individual. Individually identifiable health information includes many common identifiers (e.g. name, address, birth date, social security number, etc).”

### Notice of Privacy Practices (NPP)

The following uses and disclosures of PHI will be made only with a client’s (or authorized representative’s) written authorization: 1) most uses and disclosures of psychotherapy notes, (*See* 45 C.F.R. § 164.501 for definition of “psychotherapy notes” under HIPAA), if applicable; 2) uses and disclosures of PHI for marketing purposes; 3) uses and disclosures that constitute a sale of PHI; and 4) other uses and disclosures not described in the NPP. Furthermore, you will be notified if there is a breach of unsecured PHI.

### Privacy, Security, and Breach Notification

If I become aware of a potential breach of your protected health information (PHI), I am legally required to perform a risk assessment, and then mitigate breaches and report them to affected clients, the federal government, and in some cases, the media.

A “breach” is defined in the new 2013 rule effective September 23<sup>rd</sup>, 2013 as the improper “acquisition, access, use, or disclosure of protected health information...which compromised the security or privacy of the

protected health information” (45 C.F.R. § 164.402). Furthermore, the rule clarifies that there is a presumption of a breach under the above definition unless a risk assessment by a provider or business associate demonstrates a low probability that protected health information has been compromised. The final breach notification provision rule establishes four factors to consider in analyzing and deciding whether to notify individuals:

- 1) The nature and extent of protected health information (PHI), including types of identifiers and likelihood of re-identification (e.g., improper acquisition or loss of social security numbers and sensitive clinical information likely would call for a notice);
- 2) Who the unauthorized person was who used or received the PHI;
- 3) Whether the PHI was actually acquired or viewed; and
- 4) The extent to which the risk has been mitigated.

Under the HIPAA Omnibus Rule is that, at the client’s request, counselors may not disclose treatment information to the client’s health insurance carrier for which the client has paid out-of-pocket, unless the disclosure is required by law.

**I have read the HIPPA Notice of Privacy Practices and Client Rights, and have had my questions about rights, privacy, and confidentiality answered to my satisfaction. I understand that the HIPPA Notice of Privacy Practices is incorporated by reference into this agreement in addition to the HIPPA Final Rule effective 9/23/2013. I am aware that a copy of the HIPPA Notice of Privacy Practices and Clients Rights are available to access at my convenience at [www.childpsychaz.com](http://www.childpsychaz.com). I also have a right to request a hard copy of these documents at any time. \_\_\_\_\_ (Initials)**

#### Legal Proceedings

In legal disputes, particularly between parents, psychologists are sometimes asked to release information such as detailed notes, testing protocol, or to testify in Court. Releasing this information can be detrimental to a child’s well-being, especially if used against the child’s other parent; as such, this breaches a psychologist’s ethical mandate to do no harm. Dr. De Simone asks that you do not seek records with the goal of utilizing the information in a legal or domestic dispute.

#### Procedural and Financial Issues

I understand that Dr. De Simone wishes to answer my questions clearly and completely. I am free to ask for clarification of any results, opinions, findings, or recommendations at any time. I understand that I may communicate openly and can discuss my concerns with the clinician(s). It is important to arrive on time, as appointments cannot be extended beyond the allotted appointment time. Appointment availability varies, but it is usually recommended that testing be conducted during the earlier part of the day for optimum performance. Please be sure that your child has slept well the night before, is taking prescribed medication, is wearing his/her glasses, and has eaten breakfast, lunch, or has a snack.

Since Dr. De Simone can best serve clients when up-to-date medical, educational, developmental, and psychological information is available, I consent to have all records reviewed related to care, growth, and development of the client, which may include my child’s medical, psychological, and/or educational records. I agree to provide all relevant information specifically including, but not limited to: personal knowledge, intake summaries, treatment plans, progress notes, psychological and developmental history, medical records, physical examinations, psychiatric and psychological evaluations, consultation reports, psychological test results, diagnostic records, educational, social, vocational, speech, occupational and physical therapy records, and legal records. Records can only be obtained from other treatment and/or educational providers with signed consent provided by the parent(s) and/or legal guardian.

\_\_\_ Psychoeducational assessment sessions vary in accordance with individual testing needs. Psychoeducational evaluations are billed from **\$1350** to **\$1600**, depending on the age of the individual. Fees include the initial interview, testing, time for review of documents, scoring, and the written report as well as parent follow-up.

\_\_\_ Psychological assessment sessions are **\$1200 each**, which includes time for interview, assessment, scoring, records review, and the written report as well as parent follow-up.

\_\_\_ School consultation is billed at **\$150 per hour** and includes travel time, records review and preparation, and actual time spent in consultation with teachers, school administration, etc.

If additional testing time is needed or warranted, it is billed at **\$150.00 for each hour**, which will be discussed with you prior to completion.

If additional documentation or letter writing (other than the aforementioned final written report) is needed, it is billed at **\$25.00** (e.g. to school or child's teacher, for another treatment provider, etc.).

If lengthy documentation or ongoing follow up is required, this is billed at **\$150 per hour**.

By signing this form, you are agreeing to pay this fee before each session. Cancellations must be made **24 hours** in advance. You will be billed **50%** of the scheduled service for a late cancellation or missed appointment, as this time has been reserved especially for you and your child.

Please note that you can leave a message at 602-795-1670, and your message will be returned within 24 hours. Please note that if you leave a message on Friday, it will be returned no later than the following Monday. This practice does **not** have the capability to respond immediately to emergencies. In the event of an emergency, please call 911. Crisis services are available through the Maricopa County Crisis hotline at 602-222-9444, via mobile crisis unit, Empact, at 480-784-1500, the Banner helpline at 602-254-4357, Aurora Behavioral Health helpline at 480-345-5420, or Childhelp hotline at 1-800-422-4453. I understand that email communication is a convenience and not appropriate for emergencies or time-sensitive issues. The security and privacy of email communication cannot be guaranteed; thus, highly sensitive or personal information should not be communicated via email. Dr. De Simone is not responsible for information loss due to technical failures.

All minor children must be accompanied to all appointments by the legal parents or guardians. If circumstances prevent one of the legal parents or guardians from attending, notify Dr. De Simone in advance and provide written consent (see Consent for Accompanying Adult form) permitting another adult to bring your child to his or her appointment. Likewise, if your adolescent is at least 16 years of age and can drive, he or she can attend the appointment independently with your written consent (see Limited Consent for Treatment of Minor(s) (Age 16+)—Unaccompanied By A Parent/Legal Guardian form).

Email communication is a convenience and not appropriate for emergencies or time-sensitive issues. The security and privacy of email communication cannot be guaranteed; thus, highly sensitive or personal information should not be communicated via email. Transmission security must also be considered for email communication of PHI, as your provider, Dr. De Simone can send unencrypted emails **ONLY** if you are advised or the risks. Dr. De Simone is not responsible for information lost due to technical failures.

_____ <b>Initials</b>	<b>I am aware that email communication is a convenience and that it is not to be used for emergencies or time-sensitive information. All of the information contained in and or attached to electronic messages is privileged and confidential and is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521. I consent to email communication.</b>
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Records Maintenance

Your child’s treatment records are maintained for a **minimum of three years** past the child’s 18<sup>th</sup> birthday OR for at least **six years** from the date of the last visit, **whichever is longer** (See Arizona Revised Statute 12-2297).

In the untimely event of death or incapacity, or the termination or selling of the practice, client records of those who are actively receiving services (e.g. seen within the last month) will be given to one or more local behavioral health professional(s) to facilitate the continuation of treatment. In such situation, you have the right to continue treatment with this professional, discontinue treatment, or ask for referral. Records for inactive clients will be handled by a “records custodian,” which may be an individual or company. The custodian will be responsible for satisfying records requests and destroying records when the legal time frames for records retention have been satisfied. Please refer to ARS 32-3211 for more information.

**Minor or Individual With a Custodial Guardian**

I, the parent or legal guardian of \_\_\_\_\_ understand and agree to the information regarding confidentiality and financial responsibility. I hereby consent to assessment services.

\_\_\_\_\_  
Signature of legal guardian                      Date

\_\_\_\_\_  
Signature of legal guardian                      Date

**Assessment Provider**

\_\_\_\_\_  
Gina De Simone, Psy.D.                      Date  
Psychologist; License #3991