

Christian C. Ambler, Ph.D.

Licensed Psychologist, PSY21335 Specializing in Clinical Neuropsychology

340 Second Street, Suite 11; Los Altos, CA 94022

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INFORMED CONSENT AGREEMENT FOR NEUROPSYCHOLOGICAL AND PSYCHOLOGICAL EVALUATION, AND TREATMENT

Contents

WELCOME:	2
“NEAT” IS A FICTITIOUS BUSINESS NAME:	2
CONFIDENTIALITY:	2
When Disclosure Is Required By Law:	2
When Disclosure May Be Necessary:	2
Health Insurance & Confidentiality of Records:	3
Consultation:	3
Emergencies:	3
Litigation Limitation:	4
E-Mails, Cell Phones, Computers and Faxes:	4
Professional Records:	4
CONTACTING ME:	5
COSTS, PROFESSIONAL FEES, AND PAYMENTS:	5
Fees for Evaluations:	5
Forms of Payment:	6
Billing Statements:	6
THE PROCESS AND SCOPE OF PRACTICE:	6
PATIENT RIGHTS:	7
MINORS & PARENTS:	7
RELATIONSHIPS:	8
CANCELLATION:	8
SIGNATURES AND AGREEMENT:	9

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WELCOME:

Welcome to my practice. This document (“Agreement”) contains important information about my professional services and business policies, and constitutes your consent for Neuropsychological (Psychological) Testing and/or treatment as provided herein. This form provides you with information that is additional to that detailed in the Notice of Privacy Practices and it is subject to Health Insurance Portability and Accountability Act (HIPAA) pre-emptive analysis.

HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which is attached to this Agreement, 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. We can discuss any questions you have about the procedures. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at anytime. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

“NEAT” IS A FICTITIOUS BUSINESS NAME:

Dr. Ambler is a sole practitioner who shares office space with a number of colleagues under the fictitious name N.E.A.T. (Neuropsychology, Education, Assessment, and Treatment). **NEAT is not an independent legal entity.** Each clinician is solely responsible for his or her practice and is not affiliated in any way with Dr. Ambler, except when working with him on a given case, which fact will be disclosed to you.

CONFIDENTIALITY:

All information disclosed within the neuropsychological (or psychological) evaluation and treatment sessions, and the written records pertaining to those sessions, are confidential and may not be revealed to anyone without your written permission, except where disclosure is required by law.

When Disclosure Is Required By Law:

- Some of the circumstances where disclosure is required by the law are: 1) where there is a reasonable suspicion of child, dependent or elder abuse or neglect, including but not limited to, physical and sexual abuse; 2) where a client presents a danger to self or to others, including murder, assault, or other physical harm; 3) is gravely disabled; or 4) when client’s family members communicate to Dr. Ambler that the client presents a danger to others.

When Disclosure May Be Necessary:

- Disclosure may be required pursuant to a legal proceeding by or against you.

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- Information discussed in a neuropsychological (or psychological) evaluation will be incorporated into the Neuropsychological (or Psychological) Evaluation report. This report may be sent to the referring source, and any other individuals/agencies, identified on the Authorization of Release of Health Information signed prior to the evaluation.
- You may request a report be sent to another person or agency at any time in the future by completing an additional Authorization of Release of Health Information form.
- If you are involved in a court proceeding and a request is made for information about the professional services that I have provided, and/or the records thereof, such information is protected by psychologist-client privilege law. I cannot provide any information without your written authorization, a court order, or compulsory process (a subpoena). If you are involved in or contemplating litigation, then you should consult with your attorney to determine, whether a court would be likely to order me to disclose information.
- If an insurance company or other agency is paying the fee for this evaluation, then it may be necessary to send a copy of the report to that agency to secure reimbursement. Dr. Ambler has no control or knowledge over what insurance companies do with the information he submits or who has access to this information. See next point below.

Health Insurance & Confidentiality of Records:

- Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process claims. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to 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 in's and unauthorized access. Medical data has been also reported to be legally accessed by enforcement and other agencies, which also puts you in a vulnerable position.

Consultation:

- Dr. Ambler occasionally finds it helpful to consult other health and mental health professionals about a case; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

Emergencies:

- If there is an emergency during our work together, or in the future after termination where Dr. Ambler becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, he will do whatever he 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. For this purpose, he may also contact the person whose name you have provided on the biographical sheet.

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Litigation Limitation:

- Due to the nature of the therapeutic 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 Dr. Ambler to testify in court or at any other proceeding, nor will a disclosure of the records be requested unless otherwise agreed upon.

E-Mails, Cell Phones, Computers and Faxes:

- It is very important to be aware that unauthorized people can access e-mail and cell phone communication (including cordless phones) and, hence, the privacy and confidentiality of such communication can be easily compromised. E-mails, in particular, are vulnerable to such unauthorized access because servers have unlimited and direct access to all e-mails that go through them. Additionally, Dr. Ambler's e-mails are not encrypted. Faxes can be sent erroneously to the wrong address. Dr. Ambler's computers are equipped with a firewall, a virus protection, as well as a password, and Dr. Ambler backs up all confidential information from his computers with 128-bit encryption. 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. Do not use e-mail or faxes in emergency situations. Unless you advise me otherwise in writing, I will assume that your signature on this agreement constitutes consent to use e-mail, fax, or cell/cordless phone to contact you.

Professional Records:

- The laws and standards of my profession require that I keep Protected Health Information (PHI) about you in your Clinical Record. If you have concerns regarding the records, then please discuss them with Dr. Ambler. You have the right to review or receive a summary of your records at any time if you request it in writing, except in limited legal or emergency circumstances, or when Dr. Ambler assesses that releasing such information might be harmful in any way. In such a case, Dr. Ambler will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your written request, Dr. Ambler will release information to any agency/person you specify unless Dr. Ambler assesses that releasing such information might be harmful in any way. When more than one client is involved, such as in cases of family therapy, Dr. Ambler will release records only with the signed authorizations from all the parties (or all those who legally can authorize such a release) involved in the treatment.

In addition, I may 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, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. They also include information from others provided to me

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confidentially. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

CONTACTING ME:

If you need to contact Dr. Ambler between sessions, please leave a message on the answering service (650) 559-0814, and your call will be returned as soon as possible. Dr. Ambler checks his messages a few times during the daytime only, unless Dr. Ambler is out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away, then 911 will generate the fastest response. Otherwise, you can call Emergency Psychiatric Services for your county: Santa Clara 408-885-6100, San Mateo 650-573-2662, Alameda 510-618-3432, Santa Cruz 831-454-4900 or 1-800-952-2335. If I will be unavailable for an extended time, then I will, upon request, provide you with the name of a colleague to contact. Please do not use e-mail or Faxes for emergencies. Dr. Ambler does not always check his e-mail or faxes daily. If you choose to contact Dr. Ambler by e-mail, fax, cell phone or cordless phone for non-emergencies, then please be aware that all of these means of communication have limited confidentiality, as discussed above.

COSTS, PROFESSIONAL FEES, AND PAYMENTS:

My hourly fee is \$300.00 for appointments, therapy, and for psychological or neuropsychological testing. Clients are expected to pay the fee at the end of each session, unless other arrangements have been made.

Fees for Evaluations:

- The cost for a comprehensive assessment can range from \$3000.00 to \$6000.00. This can include record review, contacting referral source/s, following up with authorized individuals, one-on-one testing, scoring, integration, generation of a final written report, and a feedback session. Additional costs may include attendance at a school meeting such as an IEP, travel time, and/or school observation.
- Brief evaluations can also be discussed in certain situations.
- Telephone conversations, site visits, testing, report writing and reading, consultation with other professionals, release of information, reviewing records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise. Please notify Dr. Ambler if any problems arise during the course of treatment or evaluation regarding your ability to make timely payments.
- If you become involved in legal proceedings that require Dr. Ambler's participation, you will be expected to pay for all of my professional time, including preparation and transportation costs,

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even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$600.00 per hour for all forensic/legal cases and work, which can include record review, forensic assessment, contacting authorized individuals, consultations, testing, integration, report writing, preparation, attendance at any legal proceeding, and other related legal/forensic matter. A case is considered forensic (legal in nature) when there is reasonable expectation of litigation.

Forms of Payment:

- Your designated payment type will be used to process payment for all clinical services rendered. The following forms of payment are accepted through my practice:
 - **Visa, MasterCard, and Discover** (Credit or Debit).
 - **Cash & Personal Checks** are acceptable as well.

Billing Statements:

- You will receive an insurance-ready billing statement. If you are seeking reimbursement from a healthcare plan privately, you may use this statement to do so. Clients who carry insurance should remember that professional services are rendered and charged to the client and not to the insurance company. Unless agreed upon differently, Dr. Ambler will provide you with a copy of your receipt, which you can then submit to your insurance company for reimbursement, if you so choose. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk, discussed above. Not all issues/conditions/problems that are the focus of neuropsychological and psychological assessments, or psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.
- If your account is **overdue** (unpaid) for more than 60 days and there is no written agreement on a payment plan, Dr. Ambler can use legal or other means (courts, collection agencies, etc.) to obtain payment. If such legal action is necessary, its costs will be included in the claim.

THE PROCESS AND SCOPE OF PRACTICE:

Participation in an evaluation or therapy can result in a number of benefits to you, including a better understanding of your strengths and weaknesses, specific recommendations to assist with daily functioning, improving interpersonal relationships, and resolution of the specific concerns. Working toward these benefits, however, requires effort on your part. Participation in evaluations and therapy requires your very active involvement, honesty, and openness. Dr. Ambler will ask for your feedback and views, its progress, and other aspects of the evaluation or treatment and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation.

During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. Dr. Ambler does not intend to cause any personal discomfort but that he is simply carrying out his professional task associated with an evaluation or therapy session. In therapy, Dr. Ambler may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel

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very upset, angry, depressed, challenged or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships may result in changes that were not originally intended. Therapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that therapy will yield positive or intended results. During the course of therapy, Dr. Ambler is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. Dr. Ambler provides neither custody evaluation recommendation nor medication or prescription recommendation nor legal advice, as these activities do not fall within his scope of practice.

PATIENT RIGHTS:

A minor has the right to request private data be kept from their parents or legal guardian. Dr. Ambler will honor this request if it is believed to protect a child from physical or psychological harm, or if confidentiality is in the best interest of the child. However, parents and legal guardians have a right to information regarding their child, and efforts will be made to engage families as partners in assessment and treatment services.

Individuals and families have the right to access clinical information. You may request an information review with Dr. Ambler. However, in certain circumstances, if Dr. Ambler determines that reviewing such information may be deemed harmful, he may instead provide a summary of the clinical information. Alternatively, an outside therapist can be requested by a parent/guardian to interpret the information after a specific release of information is obtained. Copies of medical records can be requested at an additional expense.

MINORS & PARENTS:

Clients under 18 years of age who are not emancipated can consent to psychological services subject to the involvement of their parents or guardian unless the psychologist determines that their involvement would be inappropriate. A client over age 12 may consent to psychological services if he or she is mature enough to participate intelligently in such services, and the minor client either would present a danger of serious physical or mental harm to him or herself or others, or is the alleged victim of incest or child abuse. In addition, patients over age 12 may consent to alcohol and drug treatment in some circumstances. However, un-emancipated patients under 18 years of age and their parents should be aware that the law may allow parents to examine their child's treatment records unless I determine that access would have a detrimental effect on my professional relationship with the client, or to his/her physical safety or psychological well-being. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, and parental involvement, is also essential, it is usually my policy to request an agreement with minors (over age 12) and their parents about access

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to information. This agreement provides that during treatment, I will provide parents with only with general information about the progress of the treatment, and the client's attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

If any child is the subject of a court order, settlement or custody agreement, the parents or guardians **MUST** furnish Dr. Ambler with a copy of the order or agreement by the parent or guardian who has been awarded or granted legal custody of the child. If two separate or divorced parents share legal custody, or if two guardians are appointed by a court, then all requests for information or all consents for treatment, or a plan for treatment **MUST** be approved by both parents with legal custody or both by guardians appointed by the courts. The person or party who has obtained or agreed to the custody modification or change shall furnish Dr. Ambler with any modification or change of legal custody or guardianship of the child. A child will **NOT** be seen unless this information is provided. Any information relevant to the child's assessment or treatment learned during a child's treatment may be included in reports and medical records.

RELATIONSHIPS:

The Bay Area at times seems like a small community, and clients may know each other and Dr. Ambler from the community. Consequently, you may bump into someone you know in the waiting room, or into Dr. Ambler out in the community. Dr. Ambler will never acknowledge working with anyone without his/her written permission. Many clients choose Dr. Ambler because they are personal aware of his professional work and achievements. It is your responsibility to communicate to Dr. Ambler if the relationship becomes uncomfortable for you in any way. Dr. Ambler will always listen carefully and respond accordingly to your feedback and will discontinue the relationship if he finds it interfering with the effectiveness of the evaluation or therapy, or the welfare of the client, and of course, you can do the same at any time.

CANCELLATION:

Since the scheduling of an appointment involves the reservation of time specifically for you, a minimum of 48 hours (2-days) notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

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SIGNATURES AND AGREEMENT:

I have read the above agreement and office policies and general information carefully. I understand them and agree to comply with them.

I acknowledge that I have received the attached HIPAA Notice of Privacy Form.

I acknowledge that I have received a signed copy of this Agreement.

For testing/assessments, I agree to pay Dr. Christian Ambler's fees as follows:

- \$1500.00 on first day of testing. (Initial) _____
- \$1500 on at feedback session. (Initial) _____
- Remainder upon receipt of report. (Initial) _____

IF CLIENT IS AN ADULT:

Client Name:

Client Signature: (Date)

IF CLIENT IS A CHILD/TEEN/MINOR:

Child/Teen/Minor Name

Parent/Guardian Name: Signature: (Date)

Parent/Guardian Name: Signature: (Date)

CLINICIAN:

CHRISTIAN C. AMBLER, PH.D.
Licensed Psychologist PSY21335

(Dr. Ambler's Signature) (Date)