

# SERENITY NEUROPSYCHOLOGY, PLLC

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## SERVICE AGREEMENT FOR COLLATERALS

### **INTRODUCTION**

I want to thank you for accepting the invitation to assist [REDACTED] (PATIENT's NAME) in the neuropsychological/psychological evaluation. Your participation is important, and is sometimes essential to the success of the evaluation and treatment. This document is to inform you about the risks, rights and responsibilities of your participation as a collateral participant.

### **WHO IS A COLLATERAL?**

A collateral is usually a spouse, family member, or friend, who participates in the patient's evaluation to assist the identified patient. A collateral is not the subject of treatment and, therefore, is not considered to be a patient. Psychologists have certain legal and ethical responsibilities to their patients, and the privacy of the psychologist-patient relationship has legal protection. Dr. Snider's primary responsibility is to her patient, and she must place his or her interests first. You also have less privacy protection.

The role of a collateral will vary greatly. For example, a collateral might attend only one or two sessions (typically the intake and feedback), usually with the patient, to provide information to the psychologist. We will discuss your specific role in the treatment at our first meeting and other appropriate times.

Collaterals may discuss their own problems in the evaluation, especially problems that interact with issues of the identified patient. The psychologist may recommend formal therapy or evaluation for a collateral if the psychologist assesses that the collateral is in need of personally-focused professional mental health treatment. The psychologist will discuss reasons for the recommendation with the collateral. Typically in neuropsychological evaluations compared to psychotherapy appointments, it is rare for collaterals to discuss their unique problems. Occasionally stressors involved in caregiver responsibilities and/or communicating with the patient who has lost some cognitive abilities may surface.

### **BENEFITS AND RISKS**

The evaluation often evokes intense emotional experiences, and your participation may evoke strong anxiety or emotional distress in you or the patient. It may also expose or create tension in your relationship with the patient. While your participation can result in better understanding of the patient or an improved relationship, or may even help in your own growth and development, there is no guarantee that this will be the case. The evaluation is often a positive experience and answers questions for many patients, but it is not helpful to all patients or to all collaterals.

### **RECORDS & FEES**

No record or chart will be maintained on you in your role as a collateral. Notes about you may be entered into the identified patient's chart, including into their comprehensive report. It is sometimes possible to maintain the privacy of our communications. If that is your wish, we should discuss it as soon as possible. You have no right to access the patient's chart without the written consent of the identified patient. You will not carry a diagnosis, and there is no individualized treatment plan or comprehensive report that will be written for you. As a collateral, you are not responsible for paying for Dr. Snider's professional services unless you are financially responsible for the patient.

### **CONFIDENTIALITY**

Patient's right to confidentiality, including the information that you provide me, is protected by both federal and state law. Information about the patient cannot be shared or released without authorization from the identified patient. There are some exceptions to this general rule:

- If Dr. Snider suspects you or the patient are abusing or neglecting a child, an elderly adult, or a vulnerable adult (or are aware of such abuse), she is required to file a report with the appropriate agency.
- If Dr. Snider believes you or the patient are a danger to yourself/yourselves (suicidal), she will take actions to protect your life even if she must reveal your identity to do so.
- If you or the patient threaten serious bodily harm to another, she will take necessary actions to protect that person even if she must reveal your identity to do so.
- If you, or the patient, becomes involved in a lawsuit, and a court requires that Dr. Snider submit information or testify, she must comply.
- If insurance is used to pay for the treatment, the patient's insurance company may require Dr. Snider to submit information about the treatment for claims processing or for utilization review.

You are expected to maintain the confidentiality of the identified patient in your role as a collateral.

### **RELEASE OF INFORMATION**

The identified patient is not required to sign an authorization to release information to the collateral when collateral participates in the evaluation. The presence of the collateral with the consent of the patient is adequate. The patient has the right to discuss whatever information that he/she wishes to discuss and to withhold information until he/she is alone with Dr. Snider. This provides added assurance that full consent has been given to the psychologist for the patient's confidential information to be discussed with the collateral in the evaluation. Dr. Snider also allows her patients to put emergency contacts on the registration form.

### **SUMMARY**

If you have questions about the evaluation, procedures within Serenity Neuropsychology, PLLC or your role in this process, please discuss them with Dr. Snider. Remember the best way to assure quality and ethical treatment is to keep communication open and direct with the psychologist. By signing below you indicate that you have read and understood this document.

**COLLATERAL'S PRINTED NAME** \_\_\_\_\_

**COLLATERAL'S SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_