



## **Informed Consent Agreement**

### **Risk Assessment**

I understand that in order to conduct a Risk Assessment, there must be a clear understanding and agreement about confidentiality, Dr. Newton's role, procedures and fees. I understand that Dr. Newton will conduct all procedures, analyze all test data, and prepare a report of his findings and recommendations. I agree that all test materials, results, and reports are the property of *PlusFour Solutions*.

#### **Scope and Process**

I acknowledge that Risk Assessment is a complex task that requires information to be collected from a variety of sources. I understand that the process involves time spent face-to-face, including a clinical interview, psychological testing and the gathering of historical data. I understand that data from psychological tests must be analyzed in context, which requires the assembling of both current and historical information. I recognize that the context of a person may include information about development, health, education, family, personal interests and relationships.

I understand that psychological tests involved with Risk Assessment may include standardized personality tests, as well as projective tests, questionnaires and drawings. I acknowledge that once psychological tests have been administered, they must be scored and interpreted. I accept that these tasks require additional time above and beyond that which is spent in direct contact, and are necessary before any summary, letter or report can be created.

I acknowledge that psychological testing and Risk Assessment are specialties and may only be performed by individuals with the proper training and license. I am aware that Dr. Newton is a California licensed clinical psychologist who has practiced in this area for more than twenty years. I recognized that he is trained in Risk Assessment, and has conducted hundreds of such assessments for local schools and Bay Area families.

I understand that Dr. Newton does not provide treatment, therapy or counseling, and that his practice consists solely of testing and evaluations. If recommendations for follow up are appropriate, I am aware that Dr. Newton will provide names and contact information of professionals in the area.

I acknowledge that Dr. Newton will make every effort to complete the Risk Assessment in a timely manner. I recognize that in some instances, it may be necessary to contact an individual to confirm information. I accept that Dr. Newton has no control over the availability of these individuals or sources of information.

I understand that the school administration uses the information provided by Dr. Newton to make a decision. I recognize that Dr. Newton has no control over the process a school may employ to review the results of a Risk Assessment, or make a proper determination about a student's return to school. I understand that the decision to allow my student to return to school is not made by Dr. Newton. I accept that his role is to assess risk factors, and provide an analysis to the school administrators or counselor.

#### **Confidentiality**

I understand that the procedures and data gathering that occurs during a Risk Assessment are not confidential. I acknowledge that this is unlike traditional therapy, and there is an expectation that all of the data collected from interviews, tests and questionnaires will be shared with all parties.

I am hereby informed that all information obtained in the Risk Assessment process may be shared with school administrators and/or the referring party. I understand that part of the assessment process may involve a discussion between Dr. Newton and teachers or administrators, counselors, therapists or other adults, as identified. I recognize that such interviews allow for the gathering of historical data and observations, as well as the sharing of Dr. Newton's preliminary observations and findings.

I understand that Dr. Newton will inform the student who is assessed that all information will be shared with the school, and any other individuals deemed appropriate by Dr. Newton (i.e. a therapist or counselor).

Should I decide that this final document is not to be released, I agree to notify Dr. Newton and the school of my decision. I acknowledge that parents or legal guardians of a minor child do have the final say regarding the release of a report, and in requesting that Dr. Newton delay or stop the risk assessment process and cease any additional communication regarding his findings.

I recognize the following exceptions to parent/guardian rights:

- 1) I understand that if Dr. Newton believes or suspects that a child, an elderly person, a disabled person or anyone else is being abused due to my neglect, assault, battery or sexual molestation, that he is bound by law to file a report with the appropriate agency. I understand that he does not have any authority to investigate the situation after it is reported, and that his report may trigger an investigation by an agency.
- 2) I acknowledge that California law requires the reporting to appropriate agencies in cases where there is a reasonable suspicion or evidence of child abuse, elder abuse, stated intention to injure another party or imminent danger of harming oneself, or inability to function or care for oneself. I understand that if Dr. Newton discovers that a threat exists to specific person, organization or that the risk for violence in general is high, that he has a duty to warn others, and may do so even if I, as parent/guardian, discontinue the Risk Assessment and not share Dr. Newton's findings.
- 3) I understand that Risk Assessment is meant to protect the student and others, and that the usual confidentiality guidelines that regulate therapy do not apply in the same ways.

### **Release of Information and Records**

I understand that Dr. Newton will maintain all notes, documents and test data in a safe and proper manner in accordance with applicable laws for the state of California. I understand that in most cases, a letter, summary, or report will be the final product of this assessment process. I understand that clerical staff may help organize materials and assist Dr. Newton with clerical tasks. I understand that these individuals provide clerical/administrative support only, and have signed a confidentiality agreement.

I am aware that Dr. Newton will review the final report with me, as parent/guardian, prior to its release. I accept that the final report may be delivered to authorized individuals in a variety of ways including: printed copy sent by mail, facsimile or digital copy; when a digital copy is sent, it will be sent encrypted as a *Certified Mail* (e-mail) product.

I agree to sign any and all releases necessary to obtain reports or information from others who may supply relevant data (including but not limited to: psychiatrists, psychologists, therapists, teachers, school officials, pediatricians, etc.).

### **Fees and Payment**

I understand that Dr. Newton's fee for conducting risk assessment is \$240.00 per hour, and applies to time spent interviewing, administering tests, reviewing documents, telephone conversations, conferences, correspondence and report writing. I am aware that an initial deposit of \$1500.00 is due at the first session. I acknowledge that this fee includes an urgent response which recognizes the need to prioritize

this risk assessment ahead of other client families in Dr. Newton's practice; so that the school can be provided information quickly and make a timely response.

I understand that the person(s) designated as financially responsible for the account will be provided with an itemized statement following the release of the final report. I am aware that this statement will include confirmation of my initial deposit and final payment, and that it will be itemized and will correlate charges with appropriate CPT codes. I understand that the person(s) financially responsible for the account will be billed for the balance due upon completion of the testing. Should the initial deposit be depleted, I am aware that the family will be notified and the person financially responsible for the account will be billed for the balance due upon completion of the assessment.

I understand that the final report will not be released until the balance due is paid in full. I agree that in consideration for services provided, I am obligated to pay for all services billed by PlusFour Solutions. Shall the account be referred to an attorney for collection, I agree to pay reasonable attorney's fees and collection expense. I understand that all delinquent accounts are subject to delinquency fees.

I recognize that a number of tasks can add to the cost of an assessment: review of documents (such as prior reports), collateral contacts with individuals (parents/guardians, teachers, therapists or doctors, etc.), and the administration of special test procedures to better identify a specific problem or need. I understand that costs may also be increased for urgent responses, or cases when the time required to produce a report is exceptionally critical.

I understand that if my account with PlusFour Solutions is unpaid and overdue without an arranged payment plan, legal means may be used to obtain payment from me. The only information given to the court, a collection agency, or a lawyer would include my name, address, the dates of professional services, and the amount due.

I understand that PlusFour Solutions accepts payments by credit card, through PayPal and that the PlusFour Solutions PayPal link can be accessed through the website. I acknowledge that risk assessment is a specialty and may only be performed by individuals with the proper training, experience and license, and that typically, this person is a licensed psychologist or someone supervised by a licensed psychologist. I understand that due to the special training, materials, and skills required, psychological assessment is expensive, though rarely covered by insurance.

I acknowledge that the fee also recognizes the special skills and training necessary to assess risk in children and adolescents and discriminate among factors which run the continuum from normal angst and/or drama to acute need for intervention and treatment.

I have read the material above, discussed it with my attorney (if necessary), understand it, and agree to participate as outlined.

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Student/child's name \_\_\_\_\_ Date \_\_\_\_\_

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Signature of parent / guardian \_\_\_\_\_ Printed name and relationship to student \_\_\_\_\_