



VIVO Clinical Forensic Psychological Services, Inc.
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Informed Consent to Conduct a Psychological Evaluation

First, let me thank you for choosing me for help with your problems and challenges. Vivo Clinical Forensic Psychological Services, Inc. and Dr. Miranda Dewitte intend to provide you with high quality professional psychological evaluation services. We will try to make the process as straightforward and comfortable as possible in an effort to understand how you are functioning so you can understand how you can address it.

This form will provide information about my services and about your rights and responsibilities as a client. Please be sure to discuss any questions with me prior to the start of evaluation. Your initials and signature at the bottom indicate you understand the information provided and freely consent to participate in this psychological evaluation.

Qualifications

I am a Licensed Psychologist in the State of California (PSY30147) and the state of Colorado (PSY6163). I received my Bachelor of Arts degree in Psychology from Illinois State University in 2003, a Master of Arts degree in Forensic Psychology from Argosy University in 2011, and a Doctorate (Psy.D.) degree in Clinical Forensic Psychology from Alliant International University in 2016. I received 2000 hours of postdoctoral supervised clinical hours and have been regularly providing forensic clinical services (i.e., therapy, psychological assessment, and forensic evaluation) since my licensure in 2018.

I have received specialized training in Clinical Psychology, Forensic Psychology, Psychological Assessment, Chemical Dependency and Co-occurring Disorders, Personality Disorders, and Psychological Trauma as well as the larger domain of psychology. I provide clinical and forensic psychological evaluations as well as expert opinion for a broad range of criminal and civil applications, including criminal litigation, psychological injury, litigation support and consultation, criminal competencies, violence risk, fitness for duty, and other psycho-legal contexts. I have been a Designated expert witness in San Francisco, Alameda, and San Mateo County, California Superior Courts.

Evaluation Process

First and foremost, it is important to understand the following about the evaluation process (please initial to indicate agreement):

- _____ 1) Seeking a psychological evaluation is not a guarantee that I will conclude that you have the diagnosis for which you may be seeking testing. I report objectively and without bias based on the test results.

- _____ 2) I cannot guarantee testing results or that my report will result in any changes to your situation as related to the evaluation.

- _____ 3) Psychological evaluation is not psychotherapy. My findings, impressions, opinions, conclusions, and recommendations are based on the evaluation procedure and are independent. There is no doctor-patient relationship.
- _____ 4) Psychological evaluations can have benefits and risks. Since they may involve discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. The client is responsible for all feelings that may arise before, during, and/or after the evaluation.
- _____ 5) Psychological evaluations do not create new emotions, thoughts, or memories and that any and all emotions, thoughts, and memories are the my own. The client is responsible for any emotions, thoughts, and memories possibly experienced during the evaluation or as a result of contact with Dr. Dewitte or Vivo Clinical Forensic Psychological Services, Inc.
- _____ 6) Your participation in this evaluation is voluntary. I will not conduct the evaluation without your signature on this document.
- _____ 7) You have the right to stop the evaluation at any time. If you become tired during the course of the evaluation, please do not hesitate to tell me so that you can be given an opportunity to stretch, walk around, or to take a break. Please let me know if you become hungry, thirsty, sleepy, or in any way uncomfortable. There are measures built in to the tests that assess the validity of the responses and level of cooperation. It is very important that you do your best with an understanding that these various validity measures will identify uncooperative, inconsistent, or purposely distorted responses. I will make every effort to have your evaluation be comfortable and ensure that the results will be valid.
- _____ 8) It is your responsibility to obtain any necessary information required for me to perform the evaluation consistent with the referral question. For instance, some institutions/ companies have specific tests or information that they require to be included in the evaluation to accept the report. Clients must contact the relevant agency to which they want to submit the report and obtain the agency's standards for testing. It is also helpful if you can provide contact information for the agency, so that I can follow up with any questions if necessary.

The evaluation itself consists of two separate parts: an oral interview and psychological testing. Most evaluations require a significant amount of information from the client in addition to the testing performed in my office. Frequently, I may request that you obtain mental health records, medical records, prior testing reports, employment records, psychotherapy notes, and any other relevant documentation to your testing concern. If that becomes the case, I will ask you to sign a release of information form so I can obtain information from other relevant individuals, such as family members, and physicians or other mental health providers. This information will help me obtain a complete picture of how you are performing in various aspects of your life and assist in providing the most accurate diagnosis and recommendations. **Please try to respond to these requests as**

quickly as you can, as I often cannot proceed with the report until I have this information.

In addition to a lengthy interview and information gathering, you will be asked to complete a variety of standardized tests. The specific tests you are asked to complete will depend on the problems/concerns you describe and/or the specific purpose of the psychological evaluation (e.g., employment, immigration, treatment planning). I tailor my assessments to each individual, so it is possible you will be asked to come back to my office after I have had the opportunity to score some of your tests. Sometimes it is necessary to request additional information or testing before drawing conclusions about your difficulty.

Types of Psychological Testing

There are varied purposes for psychological testing. Common features of psychological evaluations include the following:

- **Clinical Interview** – A structured clinical interview with the client contains his or her background information (e.g., family history, physical health, prior abuse history), mental health concerns, education/work history, employment, social functioning, and a mental status exam. Collateral contact may be obtained from family members or representatives of a referring agency to provide additional information to facilitate the testing process.
- **Mental Health Assessment Inventories/Personality Measures** – These assessment instruments typically include surveys or performance exercises that assess varied mental health symptoms and behavioral patterns.
- **Cognitive/Intelligence/Neuropsychological Assessment Tools** – These exercises may include tests of cognitive ability, academic achievement, visual-motor coordination, attention span, neurological functioning, memory and processing speed.
- **Validity Assessment** – The evaluator assesses your truthfulness based on your presentation during the clinical interview, consistency of your report with prior records and history, your effort on the testing exercises, and your response pattern on the administered psychological tests. While some patients might be disposed to exaggerate problems on testing as a way of making sure their problems are well documented, this response style may actually make a test profile more problematic to interpret. **It is extremely important that you be as truthful as possible with the examiner on the test surveys, and that you provide your best effort on the psychological tests.** The evaluator will determine that the test results appear to either be valid, interpreted with varied degrees of caution, or be declared invalid altogether if it is discovered that you were not truthful or provided a poor effort.
- **Employment** – Assessment of whether a current, or future, employee is able to perform essential job functions because of psychological or psychiatric conditions.

Methods of Psychological Testing

There are two widely used modalities with which psychological testing may be conducted. The more traditional method for psychological testing is typically with the use of in-person pen and paper and/or computer administered assessment instruments. The second method of assessment is through the use of virtual HIPAA-compliant telepsychology platforms. Depending on your preference, your psychological assessment may be conducted using a HIPAA-compliant virtual platform, thus eliminating the need for travel to an office. However, it is important that you are aware that the use of a virtual platform for psychological testing creates an additional set of responsibilities for both the evaluator and the client that must be considered to ensure ethically valid and accurate results. If you choose to participate in virtual testing, it is important to consider your level of comfort in using technology as well as the following factors (please initial to indicate agreement):

- _____ 1) There could be technological challenges with virtual assessment (technological glitches, interrupted connectivity, etc.);
- _____ 2) You will be required to use a viewing screen that is no smaller than 9-inches and you will need to have access to earbuds/headphones and a microphone;
- _____ 3) You must have adequate internet bandwidth that is conducive to streaming large video content (if you can stream Netflix or You Tube then it will suffice);
- _____ 4) You must have the latest software updates installed on the device that you will be using to participate in the evaluation;
- _____ 5) It will be best to choose a time of day for evaluation that is opportune for ensuring that your environment is safe, secure, and free of distractions;
- _____ 6) There is an expectation that you will not be multi-tasking during the evaluation and your sole focus will be on the evaluative tasks at hand;
- _____ 7) Some of the assessment measures that may be used based on your specific needs might require face-to-face administration.
- _____ 8) The copying, recording, photographing or any other form of duplication/replication of the assessment materials is not allowed and will likely result in the termination of evaluation services and a charge of \$1400.00. This charge represents the minimal time reserved for assessment (\$350/hour x 4 hours).
- _____ 9) Should in-person assessment also be required to complete the evaluation, the policy regarding cancelled, missed or late appointments listed in the *Appointments and Fees* section below will apply.

Feedback and Report Timeline

If you need an evaluation completed by a particular date, please discuss this with me at your earliest convenience to determine if I can accommodate. I do make an effort to complete reports within 14 business days after your last evaluation appointment.

Please understand that much of the information you reveal may be described in the report. While I make an effort to only include information that is relevant to making or ruling out a diagnosis (e.g., I would not describe a traumatic event that occurred in your life if it did not relate to your diagnosis, and even then, I would make an effort to protect your confidentiality), I cannot guarantee what information will/will not be included in the report.

When the report is completed, I will contact you and may request an appointment for a feedback session, depending on the purpose of the psychological evaluation. Should a feedback session be held, I will provide you with a detailed account of your testing results, diagnostic conclusions, and recommendations. This is a great opportunity for you to ask any questions you have about the report as well. Depending on the purpose of the psychological evaluation, I do not issue the report without a feedback session, exceptions to this might be for immigration or employment purposes. I feel it is essential to convey the information directly to the client since reports often use technical language.

Confidentiality – Private Testing Clients

In most situations, it is not permissible for me to release information about your evaluation to others unless you have signed a written authorization form. However, there are a few important exceptions to this confidentiality which are outlined below.

- If you become a danger to yourself or others, I may have to reveal information about you to mental health professionals, family members, and/or emergency services.
- If ordered by a judge, I may have to release protected health information to the court.
- If a client files a complaint or lawsuit against me, relevant information regarding that client may be disclosed for my defense.
- If I have any knowledge, or suspicion, of child or elderly/dependent adult abuse or neglect, the law requires that I file a report with the appropriate government agency. This mandate includes if you reveal any instances of abuse or neglect on the part of yourself, others you know, family members, etc. Domestic violence in some instances is also considered reportable when observed by children.
- Further, a psychotherapist is obliged under the law to report to the appropriate authorities any instance where you disclose that you have accessed, 'texted', streamed, or downloaded material where a child is engaged in an obscene sexual act. In most instances, I will discuss the necessity of filing a report before I do so.

Confidentiality – Third Party Referred Testing Clients

A "Third Party Referred Testing Client" is an individual(s) referred by either the federal government, a state agency (e.g., Department of Social Services), a Court, a private insurance company, an employer, or an attorney. If someone other than you requested the evaluation, that individual is my client and he/she has complete authority over the results, including whether any information will be released to you or to anyone else. Also, because the evaluation was requested by another party, the confidentiality may have fewer legal protections when compared to Private Testing clients as mentioned in the section above. For example, there is no privileged communication for a Third Party

Referred Testing Client. However, I will respect the privacy of all parties, and will not include information in the report that is not relevant. It will be communicated to you as to what will be transmitted to these organizational referral sources that typically provide payment for services. I will not release the information unless instructed to do so by the person or entity that hired me or when I am legally required to do so.

Appointments and Fees

The standard fee for a routine psychological evaluation varies as to the purpose of the evaluation. Further, the length of assessment sessions varies widely. Your schedule, my schedule, and your ability to concentrate for extended periods of time are all taken into account in determining the length of assessment sessions. Typically, you can anticipate a time period of 3-6 hours for your initial appointment.

A psychological evaluation typically takes between 10-20 hours to complete. After an initial consultation, a retainer of \$3,000.00 is required along with the Psychological Evaluation Service Agreement, the Informed Consent for Psychological Evaluation form, and the Clinical Intake form. The remaining balance (\$2,250.00) will be due at the time of the testing appointment. This amount is calculated based on \$350/hour for 15 hours, plus \$250 for a one-hour feedback session. Both payments must be submitted, along with the associated documents, in order to begin psychological testing. This fee includes all assessment appointments, all outside consultation (e.g., speaking to family, doctors, etc.), scoring and interpretation of test results, the written report, and a feedback session for me to explain the results of the evaluation. You may pay by cashier's cash, money order, cash, or major credit card. The initial retainer is non-refundable but may be applied toward a late cancellation or "no show" of an appointment.

If more time is required after exhaustion of the 15-hour service agreement, a follow-up phone consult will take place for a new time estimate and a new retainer not to exceed 5 hours billed at \$350.00/hour. An invoice will be sent to the retaining party, and is due upon receipt. The bill will be considered past due at 30 days. Nonpayment does not relieve the retaining party in any way from payment for services rendered or expenses incurred. I reserve the right to pursue debt collection at 90 days. Unused retainer balances will be returned as credit.

I do not bill insurance companies; however, I can provide a super bill and you may contact your insurer to see if they will reimburse you for all or part of the evaluation.

If a "Third Party Referred Testing Client" has to provide payment (not the referring agency), the same rules regarding fees apply as consistent with "Private Testing Clients."

Missed sessions and late arrivals are problematic for all parties involved. Therefore, I ask clients to commit to attending all scheduled appointments to complete the evaluation as quickly as possible. My policy on cancelled, missed or late appointments is as follows (please initial to indicate agreement)::

- _____ 1) Cancellation of a psychological testing appointment must be made within five (5) business days of the appointment time. Failure to do so will result in a 4-hour charge of \$1,400.00 and possibly the termination of assessment services.

- _____ 2) Since alternative bookings are unlikely at such short notice, my policy also includes a 4-hour charge of \$1,400.00 for "no shows" on the day of the appointment.
- _____ 3) If you are more than 15 minutes late without prior notice, I will assume that you had to cancel the session and it will be treated as a "no show," possibly resulting in a "no show" fee of \$1,400.00 and the termination of evaluation services.
- _____ 4) If you cancel or miss an appointment, it is your responsibility to contact me to reschedule. (Please note: Missed appointments may affect your ability to complete a successful evaluation in the future, as appointments typically need to be scheduled close together in time for the assessment to be considered valid.)
- _____ 5) You may terminate this agreement upon 15 days written notice for any reason. Upon termination, you will be required to immediately pay all fees and expenses incurred by Dr. Dewitte or Vivo Clinical Forensic Psychological Services, Inc. Similarly, Dr. Dewitte or Vivo Clinical Forensic Psychological Services, Inc. may terminate this agreement upon fifteen (15) days written notice.

I am committed to establishing a safe environment that fosters open and honest communication. You may terminate services at any time. You are invited to discuss any concerns you may have about your evaluation or the services provided with me at any time. Every client has the right to complain if they feel they have received unethical services. The Department of Consumer Affairs Board of Psychology receives and responds to questions and complaints regarding the practice of psychology. If you have questions or complaints, you may contact the board by going to www.psychboard.ca.gov, by calling 1-866-503-3221, or by writing to the following address: Board of Psychology, 1625 N Market Street, Suite N-215, Sacramento, California 95815.

If you have a question at any time about any aspect of the evaluation process, please feel free to ask. Once the evaluation is completed, I will have a feedback meeting with you within five (5) business days to explain the results and answer any questions.

This authorization signifies that Miranda Dewitte, PsyD has provided information on the following issues and I agree with all the following items (please initial):

- _____ 1. Has reviewed the purpose of the examination (i.e., objective measurement of my thinking skills, psychological symptoms, and personality traits).
- _____ 2. Has reviewed the nature of the procedures to be used (i.e., paper and pencil, computer testing, virtual evaluation using a HIPAA-compliant platform).
- _____ 3. Has explained my responsibilities and the expectations associated with virtual assessment methods. I was provided the option to choose my preferred testing modality with the understanding that virtual testing may also require some in-person testing.
- _____ 4. Has explained the intended use of the evaluation (i.e., treatment planning, employment, immigration, etc.).

- _____ 5. Has explained that the requests for information will be limited to provision of a report, with the exception that copies of raw test data sheets can be released to another psychologist, the court, attorneys, etc.
- _____ 6. Has explained the limitations on confidentiality regarding data gathered during the evaluation, including the legal obligation to report information regarding child abuse, elder abuse, and threats of suicide and or homicide to the appropriate authorities.
- _____ 7. Has informed me that no treating relationship exists between myself and Dr. Dewitte (i.e., there is no doctor/patient relationship).
- _____ 8. Has explained that psychological evaluations can have benefits and risks and may involve discussing unpleasant aspects of my life that may cause uncomfortable feelings and that I am responsible for all feelings that may arise before, during, and after the evaluation.
- _____ 9. Has explained that psychological evaluations do not/cannot create new emotions, thoughts, or memories and that any and all emotions, thoughts, and memories are my own. I am responsible for any and all emotions, thoughts, and memories that I may experience during the evaluation or as a result of contact with Dr. Dewitte or Vivo Clinical Forensic Psychological Services, Inc. I remove all liability and I agree to not engage in any litigation with Dr. Dewitte or Vivo Clinical Forensic Psychological Services, Inc.
- _____ 10. Has explained the importance of performing with my best effort on testing.
- _____ 11. Has explained the fee structure and my payment responsibility as it pertains to retainer payment to book an evaluation, balance payment on the day of testing, and cancelled, missed or late appointments.
- _____ 12. Has explained the process by which I may report any concerns I may have to the Department of Consumer Affairs Board of Psychology.
- _____ 13. I have been offered a copy of the HIPPA statement, privacy act information.
- _____ 14. I will keep Dr. Dewitte fully up to date about any changes in my functioning in relation to the evaluation. In case of emergency, if I am unable to reach Dr. Dewitte or I feel I cannot wait for a return call, I agree to contact my nearest emergency room, call 911, and/or go to my nearest ER and ask to speak with the physician or mental health practitioner.

By signing below, I affirm that I fully understand and agree to the above terms and conditions. I also affirm that I have no important questions or concerns that were not discussed. I voluntarily and knowledgably enter into this agreement with Dr. Dewitte and hereby give Dr. Dewitte consent to conduct a psychological evaluation of me.

Signature of Client: _____

Printed Name of Client: _____ Date: _____