



MIND MATTERS

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Consent for Psychoeducational Testing and Related Services

In this document, the term “clinicians” refers to Rebecca MurrayMetzger, Psy.D. and Kathleen Bello Shepherd, M.S. The term “client” refers to the undersigned individual who is receiving psychoeducational services, a parent or a legal guardian, or a legal representative, as applicable.

Purpose, Benefits and Risks to Testing

Psychoeducational testing may assess intelligence, academic skills, emotional functioning, attention, memory and adaptive skills. In this joint assessment, credentialed special education teacher Kathleen Bello Shepherd, M.S, administers academic tests. Licensed psychologist Rebecca MurrayMetzger, Psy.D, administers all other tests. Benefits associated with this assessment include gaining a better understanding of current strengths and weaknesses, providing practical recommendations to address issues and identifying treatments that are specific to client needs. While the information obtained is often useful to medical providers, schools, and families, some may view the results of testing disappointing, discouraging, or unhelpful. Also, for some individuals assessments can cause fatigue, frustration, and anxiousness. Psychoeducational testing does not guarantee that a client will have a diagnosis or that the client will qualify for special education services. At school meetings, the clinicians’ professional opinions will be provided in a candid manner regardless of whether they support the client’s position.

Fees for Services

The initial parent consultation typically lasts ninety minutes and is billed at a discounted flat rate of \$200 per session. Payment is due at the time of service. Should a client choose to contract with clinicians for a full psychoeducational evaluation within six months of the initial consultation, this \$200 payment will be applied towards the evaluation fee. Appointments not cancelled at least 24 hours prior are billed at the full hourly rate, except as noted for testimony (see below).

The flat fee for a psychoeducational evaluation is \$5,300, and includes the following: initial parent meeting, school observation (for elementary students), one hour of record review, several hours of face-to-face testing, several additional hours for scoring, interpretation, and report preparation, a final parent feedback meeting and a child/adolescent feedback (when appropriate). A deposit equal to fifty percent (\$2650) is due at the initial meeting or upon scheduling the observation and testing appointments, whichever occurs later. The balance is due at the final testing session so that the clinicians can present the client with a completed written report at the feedback session.

Apart from the testing fee, the following psychological services may also be required and would be billed at the standard hourly rate of \$240 per hour. Fees for other psychological services are payable at the time of service, including: extended record review with or without testing, observations of potential school placements, school meetings (e.g., IEP, 504 and SST), round-trip travel time (1st hour free), review of IEP, 504 or other school plans, letters or appeals written for a client, intelligence testing for school admissions, consultations with other professionals, therapy sessions or parent consultations, extended phone calls and emails, and other psychological services (except testimony). In cases where additional fees will be charged, the clinicians will notify the client prior to performing the service.

When public schools agree to pay for an Independent Educational Evaluation (IEE), the client pays the clinicians according to the terms above, and the district reimburses the client for the evaluation. If the district pays the clinicians directly, then the clinicians will issue a refund to the client for any deposits paid. If the client stops the evaluation before it is completed or does not release the report to the school district, then the district will not pay for the IEE, and the client is still responsible for payment. The client is encouraged to contact the school district for other limitations to payment. Regardless of the district's agreements or any other contract, the client remains responsible for payment to the clinicians.

The clinician accepts: (1) cash, or (2) checks payable to Rebecca MurrayMetzger. If a client decides to terminate testing at any time, billing will be made for services provided prior to termination, and the deposit remainder, if any, shall be refunded. Late payment is subject to 1.5% in charges each month. The clinicians also reserve the right to use a collection agency if payment is not received in a timely manner. The client is responsible for legal fees and other costs related to the collection of outstanding accounts. In the event that a collection agency is used, the client agrees that an additional fee equivalent to fifty percent of the past due amount will be added to the invoice to defray the cost of using a collection agency.

Insurance Policies

The clinicians do not accept insurance, are not on any provider panels, and will not enter into contracts with insurance companies. Rather, the clinicians provide information to the client (e.g. an itemized invoice) that the client may forward to an insurance company. The clinicians cannot provide any assurance that services will be covered by insurance, and the client is responsible for payment to the clinicians regardless of whether the client is reimbursed by their insurance. Additionally, Dr. MurrayMetzger has opted out of the Medicare program, and the undersigned client hereby agrees to forego reimbursement from Medicare for all past, present and future services provided by Dr. MurrayMetzger. If the client is eligible or becomes eligible for Medicare during the period during which the client receives services, then the client agrees to notify Dr. MurrayMetzger and review and sign a Medicare Private Contract for Services agreement.

Supervision of Minors

For children under the age of 18, a parent or legal guardian is responsible for ensuring the client's safety. Parents agree to remain on the premises if clinician requests they do so. Otherwise, a parent or legal guardian should remain in close proximity to the office throughout the session, remain immediately reachable by cell phone, and return five minutes before the session ends. Parents may knock to enter at any time and are welcome to wait on the front patio. A parent or legal guardian may determine that the client is of an age and maturity sufficient to be left unsupervised before or after a session; however, the parent or legal guardian assumes responsibility for the client's safety.

Emergencies and After-Hours

For non-urgent matters, Dr. MurrayMetzger uses a confidential voicemail box that can be accessed by dialing 415-598-8378. The clinicians may also be contacted by email. The clinicians will attempt to return client calls and emails quickly; however, as the clinicians may not work every weekday, or due to illness, vacation or other reasons, there may be some delay in the clinician's response. Clinicians are not on call for clinical emergencies. If there is a client crisis that cannot safely wait for a response, promptly call 911 or go to the nearest hospital.

Confidentiality and Privilege

Information obtained during assessments is confidential and can ordinarily be released only with the client's written permission. By signing this consent, the client agrees to allow the clinicians to share

client information with each other and with Mind Matters support staff (bookkeeper, clinical assistant, testing technician, etc.). Additionally, there are some special circumstances that can limit confidentiality including: a) a statement of intent to harm self or others made directly to the clinicians or reported by another individual to the clinicians, b) statements indicating harm or abuse of children, elders or dependent adults; and c) legal proceedings by court order (e.g., child custody, civil lawsuits, due process hearings). Other foreseeable limits to confidentiality for this assessment include, but are not limited to: grave disability, childhood victim of a crime, investigation of criminal cases by law enforcement officials, malpractice lawsuits, or Medicare audit or licensing complaints. There is generally no privilege in a legal case in which the client's mental status is at issue, such as disability determination. If an exception to confidentiality appears to apply, the clinician will inform the client when he/she becomes aware of the situation.

Medical Records

Dr. Murray Metzger is the owner of all client charts/files, including test protocols, consent forms, digital files, digital recordings and other materials used in providing services for the client, and stores these records securely. Medical records are generally available to clients, parents of minors or legal guardians, as applicable, unless a law, regulation or court provides otherwise. In rare cases, records may be withheld to protect the safety of the client.

Recordings and Technology

Even with appropriate security, use of computers, the Internet and other electronic forms of communication (e.g., fax, email, cell phone, voicemail, text messages, online scheduling, etc.) have risks that may compromise confidentiality. By signing this consent, you agree to allow the clinicians to audio record testing sessions if necessary for evaluative purposes. The clinicians agree to store those recordings in a secure way and will delete those recordings once testing is complete. Additionally, the clinician may electronically record school meetings on behalf of the client to ensure there is an accurate record.

Testimony

If the client becomes involved in legal or administrative proceedings that require a clinician's participation, (e.g., due process, custody, civil, criminal, depositions, interrogatories, asserting privilege, etc.), then the client agrees to pay for the clinician's professional time even if she is called to testify by another party. During attorney consultations and testimony, the clinician's professional opinion will be provided in a candid manner, regardless of whether it supports the client's case. The client is responsible for payment, regardless of the testimony provided or the outcome of the case.

There is wide jurisdictional variability with regard to the responsibility of opposing counsel for fees associated with pre-deposition preparation. The client agrees that the clinician will determine the amount of preparation time needed and where the associated fees are not paid by opposing counsel, they will be paid by the client. Where payment is made by opposing counsel but the amount paid is less than the amount billed, the undersigned will pay the difference between the amount billed by the clinician and the amount paid by opposing counsel. When the clinician's appearance at a deposition has been demanded by opposing counsel, s/he may be unwilling to compensate the clinician in the manner described in this document. Where fees and/or expenses (as described here) exceed the reimbursement provided by opposing counsel, the difference will be paid by the client.

Because of the difficulty of legal involvement, the clinician charges \$480 per hour for preparation and attendance at any legal proceeding. There is a four-hour minimum charge as the clinician is

required to block out time to appear at a hearing. Fees for record review, attorney consultations and other testimony preparation apply even if the clinician is not called to testify. Testimony preparation and court appearances are time consuming, and a \$5,000 deposit is required before testimony preparation can begin. If the clinician is informed that the court testimony is canceled before the scheduled testimony, then billing will be made for services provided prior to cancellation, and the remainder of the deposit, if any, shall be refunded. If the clinician does testify, any unused portion of the deposit shall be refunded, or any additional fees not covered by the deposit shall be billed. There is no 24-hour cancellation policy for testimony provided the client informs the clinician immediately after the client learns that testimony is canceled.

Consent for Treatment/Assessment

I confirm that I have read and understand the above, that I have had an opportunity to ask questions about this information, that I understand and agree to abide by all policies described herein. I assume all obligations set forth in this Consent for Treatment of “client”, “parent(s), “legal guardian(s)”, “beneficiary” and/or “legal representative, as applicable. I attest that I have the legal right to give consent for medical treatment of the client. By signing below, I give my consent for treatment for:

Name of Client: _____ DOB: _____

Parent/Guardian

Parent/Guardian

Printed Name: _____

Signature: _____

Today’s Date: _____

Cell Phone: _____

Other Phone: _____

Email: _____

Street Address: _____

City, State and Zip: _____

Relationship to the client _____

(e.g., self, mother, father, guardian, legal representative, etc.):

Signature of Clinician

Date

Signature of Clinician

Date