

THE MINDSET CENTER
SHALENA HEARD, PH.D.
LICENSED PSYCHOLOGIST
2021A EMMORTON ROAD SUITE 210
BEL AIR, MARYLAND 21015

Consent and Agreement for Psychological Testing and Evaluation

Welcome to the MINDset center. This document outlines important information about my professional services and business policies. This document also serves as your agreement form for services and fees. Although this document is long and complex, it is important you read it carefully and ask any questions you might have. Your signature at the bottom indicates that you have read and understood the information, freely consent to participate in this assessment and to have your child participate in this assessment, and agree to abide by terms outlined in this document. This is **not** an agreement for counseling or continued therapeutic services. In any event of an emergency, please call 911 or go to your nearest emergency room.

RIGHTS AND RESPONSIBILITIES

Dr. Shalena Heard (hereafter referred to as Dr. Heard) is responsible for ethical treatment without discrimination regarding race, ethnicity, gender identity, sexual orientation, religion, disability status, age, or any other protected category. Dr. Heard is also responsible for maintaining the privacy and security of your protected health information and will let you know promptly if a breach occurs that may have compromised the privacy or security of your information. In addition, she will not use or share your information other than as described here unless you provide a written request. Even after providing a written request, you may change your mind at any time, which must also be submitted in writing. The procedures used for selecting, giving, and scoring the tests, interpreting the results, and maintaining your privacy will be carried out in accordance to the rules and guidelines of the American Psychological Association, HIPAA, and the laws and rules that govern the state of Maryland.

Throughout the assessment process, you have the right to inquire about the nature or purpose of all procedures. You have the right to know the test results, interpretations, and recommendations as well as a written report and feedback session. You also have the right to withdraw your participation voluntarily. However, you will still be responsible for payment of services rendered before your withdrawal. It is also important to note that Dr. Heard and The MINDset Center cannot be held responsible for your refusal to participate and any ramifications of non-participation would depend upon the referring third party.

It is important that communication is clear and consistent. You are expected to provide background information throughout the evaluation, and not withhold pertinent information. Dr. Heard understands that some questions may involve personal and private matters that are difficult to discuss. Please keep in mind that such questioning is not intended to cause any discomfort, but Dr. Heard is simply providing a professional comprehensive evaluation. You are responsible for timely payment of fees, scheduling and maintaining appointments, and providing requested records promptly, which may include educational records, standardized test scores, and/or results from previous evaluations.

TESTING PROCESS

Through the use of a variety of standardized tests, measures, and assessment procedures, Dr. Heard will attempt to answer the questions that prompted this evaluation. These questions may concern learning and academic functioning, cognitive functioning, social-emotional/behavioral functioning, attention, memory, and/or coping styles. The assessment process generally involves the following: informational interview(s); review of records; consultation with agreed upon professionals or informants; and administration of one or more tests, questionnaires, checklists, or other assessment methods. I will review with you the tests that will be included in your child's battery before administration. Testing occurs over several hours or several days. Although it is sometimes possible to complete the testing procedure in one sitting/one day, testing may occur over multiple sessions/days. Once testing is completed, the data will be analyzed and interpreted, an evaluation report will be written, and a feedback session will be provided. Your evaluation fee includes one in-person 60-minute feedback session, which involves reviewing the results, diagnosis (if appropriate), and recommendations. Every effort will be made to produce a written report and schedule a feedback session within three weeks of obtaining all assessment data. Fees will apply for feedback sessions that exceed 60 minutes or for additional feedback sessions.

LIMITS TO THIS EVALUATION

This evaluation and its accompanying report should be used for the agreed-upon purposes. This is not an evaluation to determine therapeutic or academic placement, custody and visitation arrangements, or any other legal adjudication. Please consult with an appropriate expert if you are seeking an evaluation for any of the areas mentioned before.

Dr. Heard cannot guarantee the satisfaction of findings from this evaluation, including conclusions that your child has the diagnosis for which you are seeking testing. The evaluation report will contain, if applicable, diagnoses, recommendations, and suggestions on with whom to share the report. Although you may use the report to request special education services, accommodations, or academic placement, there is no guarantee that these requests will be granted and accepted by the agency or that you will obtain favorable results. **Specifically, Dr. Heard cannot guarantee the testing results/report will result in accommodations in educational or standardized testing situations including high stakes tests (e.g., SAT, GRE, or LSAT) or the development of a Section 504 Plan or Individualized Educational Plans (IEP).**

FEE, PAYMENT POLICY, AND INSURANCE REIMBURSEMENT

Dr. Heard does not accept insurance and will not bill your insurance company for services rendered at The MINDset Center. **This evaluation is self-pay/fee-for-service.** Psychological testing without educational testing measures for a diagnosis of a psychological condition (such as ADHD, anxiety, or depression) is charged at minimum \$1800. This fee covers the cost of the hours for direct testing services, scoring, report writing, and the feedback session. Psycho-educational batteries for determination of a learning disability (such as dyslexia, dysgraphia) are charged a fee of \$2800. This fee covers the cost of the hours for direct (face-to-face) testing services, scoring, report writing, consulting with other professionals, and the feedback session. Additional fees may apply and are not limited to the following conditions: expedited reports (under three weeks); additional or longer feedback sessions; school visits/classroom

observations; and/or legal procedures. In these cases, additional fees will be discussed, and an updated fee schedule will be signed before proceeding.

By signing this agreement, you agree to be fully responsible for the payments and costs of all services rendered. If your account has not been paid after 60 days of the agreed upon date, your account balance will be forwarded to a collection agency, and you will be responsible for costs associated with the collection, including attorney's fees, charges by the collection agency, and reimbursement of the time used during the collection activity, in addition to the amount owed. Your signature below grants permission to disclose necessary information to a collection agency should the need arise.

If you have a health insurance policy, it may provide some coverage for psychological assessment services conducted by an **“out-of-network” provider**. You are encouraged to contact your insurance company to determine if your plan provides these benefits before your first appointment. It is important to understand that you are responsible for determining what your insurance will cover, including relevant deductibles and requirements for pre-authorization, if needed. However, at your request, Dr. Heard will provide you with an itemized statement which documents your diagnosis, CPT codes, and payments so that you can file your own claims. As an out-of-network provider, Dr. Heard will not process claims or deal with collections from insurers. Also, she cannot guarantee that your insurance company will provide reimbursement. **You**, not your insurance company, are responsible for full payment of services.

RELEASE OF RECORDS

Written records are released only after a consent form is signed by the client or their Parent/Legal Guardian.

To adhere by ethical and legal standards, Dr. Heard will refrain from releasing test data to protect you or others from substantial harm or misuse or misrepresentation of the data or the test.

CONFIDENTIALITY

By law, Dr. Heard is required to use or release confidential information without your consent or authorization in the following situations.

- ***Child Abuse:*** If there is cause to believe that a child has been or may be abused, neglected, or sexually abused, a report will immediately be made to appropriate agencies.
- ***Serious Threat to Health or Safety:*** If it is determined that you or your child is a danger to self or others, relevant confidential mental health information will be disclosed to medical or law enforcement personnel.
- ***Court of Law:*** If a court of law issues a subpoena, Dr. Heard must comply, and may be required to provide the information specified by such a subpoena.

It is important to obtain information from multiple sources to make the evaluation as comprehensive as possible. In most cases, your written consent will be required for Dr. Heard to contact the agreed upon professional or informants to obtain additional information. You may revoke this consent at any time with a written request.

Dr. Heard may occasionally find it helpful to consult with other professionals about a case. During a consultation, every effort will be made to avoid revealing your identity. The consultant is also legally bound to keep any information confidential. If you do not object, Dr. Heard will not tell you about the consultations unless she feels that it is important to the assessment process.

MINORS:

Maryland state law requires that all custodial parents give consent for the treatment of a minor. Therefore, Dr. Heard will be unable to provide an assessment to a child under the age of 18 years if consent cannot be secured by all custodial parents. If you are under 18 years of age, please be aware that the law may provide your parents/guardians the right to examine your assessment record. If you share legal custody and your divorce decree notes that you must inform the other parent of health appointments, please note that evaluation services fall under this, and you may be in violation of a court order if you fail to inform the other parent of our services with your child. Also, understand that to provide consent for assessment for your child, you must either have sole legal custody OR have shared legal custody. If you have no legal custody, you cannot provide consent for services. By signing below, you are stating that you have the legal right to consent for this child. Dr. Heard will need authorization from both legal guardians and/or a copy of any legal agreements detailing this consent before starting testing.

APPOINTMENTS & CANCELLATION POLICY

Dr. Heard will make every effort to send reminders of upcoming appointments. Out of courtesy to Dr. Heard and other clients who are waiting for an appointment, please call as soon as possible to cancel an appointment. **Please provide 3 weeks advance notice of cancellation unless we both agree that you were unable to attend due to circumstances beyond your control.** If it is possible, I will try to find another time to reschedule the appointment.

COMMUNICATION

The most secure form of communication is by face-to-face, phone, or voicemail. However, Dr. Heard understands that other forms of communication may be more convenient for you. Email communication is utilized only with your permission and only for administrative purposes unless we have made another agreement. That means that email exchanges should be limited to things such as setting and changing appointments, billing matters, and other related issues. I do not recommend that you include confidential information in electronic messages, and I will not discuss confidential information in emails. Dr. Heard will use email encryption in most cases to communicate with you as it increases security.

Dr. Heard's busy schedule makes it difficult for me to answer telephone calls or respond to emails immediately. When I do become available, I will return calls and email within 48 hours. This policy does not apply when I am on vacation and under this circumstance, my voicemail will indicate when I will be available again.

Contact information is provided below, and you should only use these forms for communication

Phone: 443-873-0835 **Email:** Dr.Slheard@gmail.com

ACKNOWLEDGMENT FOR RECEIPT OF NOTICE OF PRIVACY PRACTICES AND PATIENT BILL OF RIGHTS

Your signature indicates that you have read this entire document you agree to the policies and conditions set forth in it. Additionally, your signature indicates you have read and received the Notice of Privacy Practices.

Client Name (Printed)

Date

Guardian Name (Printed)

Date

Guardian Signature

Date

Dr. Shalena Heard, has discussed the issues above with the client (and/or his or her parent or guardian) and answered any questions raised. Observations of this person's behavior and responses give no reason, in my professional judgment, to believe that this person is not fully competent to give informed and willing consent.

Shalena Heard, Ph.D.
Licensed Psychologist (License No: 05613)

Date