

INFORMED CONSENT CONTRACT

Sign, date, and return

If this evaluation by Alycia Bellah, Ph.D. or Lloyd Bellah, M.D. (Psychiatric Associates, Bellah Medical or Alycia Bellah, Ph.D., PLLC) is being conducted at the request of your physician, your attorney, or the Texas Division for Assistive and Rehabilitative Services (DARS/DDS) and is therefore different from other psychiatric, psychological, or neuropsychological services that you may have received in the past. It is important for you to understand how this evaluation differs from more traditional psychological or neuropsychological evaluation.

While the results of this evaluation may or may not be helpful to you personally, the goal is to provide information about how you are functioning psychologically and/or neuropsychologically to the individual or agency requesting the evaluation. In most cases, this evaluation is intended for use in some type of a legal proceeding. As such, the confidentiality of the evaluation and the results is determined by the rules of that legal system. If someone other than you (such as DARS/DDS, your attorney, or a judge) has requested this evaluation, that person or entity will receive a copy of my report and will control how it is to be used and who has access to it.

Typically, the results of this evaluation are protected by the attorney-client privilege. Exceptions to this might include a determination on my part that you are dangerous to yourself or another person or if you reveal information that a minor, elder, or disabled person has been abused. I am also required to release this information if a court orders me to do so. There may be other examples where the laws require me to release the information obtained during the evaluation. We will discuss these situations on a case-by-case basis.

Once a decision has been made to use the report in a legal proceeding, the report and any information pertaining to it will probably be admissible into evidence along with any other information that was provided concerning your mental health and functioning. If you have any concerns about the use or distribution of my report, you should discuss these issues carefully with your attorney.

If someone other than you requested the evaluation, that individual or entity is my client and has authority over the results, including whether or not any information will be released to you or to anyone else. In addition, because the evaluation was requested by another party, and is not for the purpose of treatment, the confidentiality has fewer legal protections. I will not release the information unless instructed to do so by the person or entity that hired me or in situations when I am legally required to do so, such as court orders.

Your participation in this evaluation is voluntary. I will not conduct the evaluation without your signature on this document. You also have the right to stop the evaluation at any time. There may be legal consequences if you stop the evaluation; therefore, it would be in your best interest to consult with your attorney before doing so. In addition, if appointments are not kept or are cancelled within 24 hours of the appointment time, either you or the person or entity requesting the evaluation will incur charges for the unused time that has been reserved for these services.

The evaluation itself consists of two separate parts: an interview and psychological and/or neuropsychological testing. In addition, it may be necessary for me to review other materials related to your case such as court records, depositions, transcripts, medical records, et cetera.

If, at any time, you have a question about any aspect of the evaluation or these procedures, please feel free to ask me. In addition, if at any time you need a break from the evaluation, please let me know and requesting party, I may be able to have a meeting with you to explain the results and answer any questions you might have.

I have read and agree to the above: _____

Date: _____