

Deann M. Gattis, Ph.D.

Deann M. Gattis Psychological Services, PLLC
2300 McKown Drive, Norman, OK 73072-6678
Phone: (405) 321-3600 Fax: (405) 321-3612

OUTPATIENT SERVICES AGREEMENT FOR COLLATERALS IN PSYCHOLOGICAL EVALUATIONS

Introduction

Thank you for assisting in this psychological evaluation. Your participation is important, and is essential to completion of this evaluation. This document is to inform you about the risks, rights and responsibilities of your participation as a collateral participant.

Who Is A Collateral?

A collateral is usually a spouse, parent, family member or friend who participates in evaluations to assist the identified client. The collateral is not considered to be a client and is not the subject of the evaluation. Psychologists have certain legal and ethical responsibilities to clients and the privacy of the relationship is given legal protection. My primary responsibility is to my client and I must place their interests first. You also have limited privacy protection.

The Role Of Collaterals In Evaluations

The role of collateral will vary greatly. For example, a collateral might attend only one session, either alone or with the client, to provide information to the psychologist and never attend another session. In another case a collateral, such as a parent, might attend all of the patient's testing/evaluation sessions and his/her relationship with the client may be a focus of the evaluation. We will discuss your specific role in the evaluation at our first meeting and at other appropriate times.

Medical Records

No record or chart will be maintained on you in your role as a collateral. However, notes about you and the information you provide about the patient will be entered into the identified client's chart. The client may have a right to access the chart and the material contained therein, particularly if they are an adult. It is sometimes possible to maintain the privacy of our communications. If that is your wish, we should discuss it before any information is communicated. You have no right to access the client's chart without the express written consent of the identified client if they are an adult.

Confidentiality

The confidentiality of information in the client's chart, including the information that you provide me, is protected by both federal and state law. It can only be released if the identified client is an adult and specifically authorizes me to release it. However, if the client is a minor, this information will be part of the child's medical record. Under Oklahoma law, both custodial and non-custodial parents have a right to examine their child's medical records unless a court specifically denies such access. Exceptions to confidentiality include:

- ❖ If I suspect you or another person are abusing or neglecting a child or a vulnerable adult, I am required to file a report with the appropriate agency.
- ❖ If I believe that you are a danger to yourself (e.g., suicidal) I will take actions to protect your life even if I must reveal our identity to do so.
- ❖ If you threaten serious bodily harm to another I will take necessary actions to protect that person even if I must reveal your identity to do so.
- ❖ If you, or the client, is involved in a lawsuit, and a court requires that I submit information or testify, I must comply.
- ❖ If insurance is used to pay for the treatment, the client's insurance company may require me to submit information about the treatment for claims processing purposes or for utilization review.

Clinical Evaluations

This evaluation is a clinical evaluation and is typically being conducted in order to assist in treatment planning for the client being evaluated. By signing this agreement, you are

agreeing that it is not being conducted for forensic or court-related purposes. If the evaluation is for a minor child and their parents are divorced or separated, I want both parents to participate in the child's evaluation and I will assist with having both parents participate to the extent that I am able to do so. In this case, I also need your agreement that your and my involvement in this process will be strictly limited to that which will benefit your child. This means, among other things, that you will treat anything that is said in session with me as confidential. Neither of you will attempt to gain advantage in any legal proceeding between the two of you from my involvement with your child.

In my evaluation of both adults and children, this agreement indicates that you agree that in any court proceedings you will not ask me to testify in court, whether in person, or by affidavit. You also agree to instruct your attorneys not to subpoena me or to refer in any court filing to anything I have said or done. Note that such agreement may not prevent a judge from requiring my testimony, even though I will work to prevent such an event. If I am required to testify, I am ethically bound not to give my opinion about either parent's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, I will provide information as needed (if appropriate releases are signed or a court order is provided), but I will not make any recommendation about the final decision. Furthermore, if I am required to appear as a witness, the party responsible for my participation agrees to reimburse me at the rate of \$350 per hour for time spent traveling, preparing reports, testifying, being in attendance and any other case-related costs, including any legal fees I incur if I need to obtain legal consultation from my personal attorney.

Summary

If you have questions about the nature of this clinical evaluation, my procedures, or your role in this process, please discuss them with me. Remember that the best way to assure quality and ethical treatment is to keep communication open and direct with your clinician. By signing below you indicate that you have read and understood this document.

Print Client's Name

Your Relationship To The Client

Print Your Name

Your Signature

Date