

STATEMENT OF UNDERSTANDING:
FOR GUARDIAN AD LITEM/ATTORNEY REFERRED PARTICIPANTS

COMPREHENSIVE PSYCHOLOGICAL SERVICES, LLC
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Welcome to Comprehensive Psychological Services, LLC. This Statement of Understanding contains important information about this office's professional services and business policies affecting individuals (Participants) who have been referred to this office by Guardian *ad litem*s or attorneys for a psychological evaluation (e.g., parent-only; mitigating legal circumstances). Please read this statement carefully and write down any questions you might have so that we can discuss them prior to the appointment date. You are encouraged to show this document to your attorney to review. Your signature represents an agreement to comply with the policies and procedures mentioned in this document.

PSYCHOLOGICAL TESTING SERVICES

There are many reasons for psychological testing. Psychological evaluations usually include the following:

- Review of Records - The Guardian/attorney that sent you to our office usually sends us background information to help us understand your situation. Testing participants may also wish to provide their own records to our office if they feel it will help with their case.
- Clinical Interview – An interview with the participant contains questions about his or her background information (such as family history, physical health, prior abuse history), mental health concerns (such as symptoms of distress, prescribed medications, substance abuse difficulties), educational/work history, social functioning (how you get along with your friends, legal history), and a mental status exam (how you behave and how well you can go about your daily tasks). Additional information (called “collateral contact”) may be obtained from family members or from the referring agency to provide more information to help the testing process.
- Mental Health Assessment Inventories – These surveys and exercises will tell us about your mental health functioning. The psychologist or testing staff will give you instructions for completing these surveys.
- Cognitive/Neuropsychological Assessment Tools – These exercises may include tests that will tell us how well you understand information, what you have learned in school, and how well you can do things with your hands. Information about your attention span, memory, and ability to complete assignments may also be assessed. The psychologist or testing staff will give you instructions for completing these tests.
- Verification of Information – Psychological evaluators are expected to verify the statements or responses made by participants. This office does not assume that participants are being untruthful; however, this office also does not assume that participants are being fully forthcoming. Therefore, an assessment of your candidness and effort is incorporated throughout the course of the psychological evaluation.

ESTIMATED TIME OF TESTING

A Guardian *ad litem*/Attorney Referred Participant can expect the evaluation process to take somewhere between **three and six hours** of time in the office. The length of time varies based on the individual case and the participant's speed of completing the varied inventories.

LIMITS OF PRIVACY

This psychological evaluation is being performed primarily for the purposes of Court. With regard to information ordinarily protected from disclosure by HIPAA (Health Insurance Portability and Accountability Act), in signing this document, it is acknowledged that this office may disclose protected health information in the course of any judicial or administrative proceeding (per HIPAA Section 164.512(e)(1)(i) of the Code of Federal Regulations). Additionally, once records or this report have been released from this office to the Court, GAL/attorneys, or consultants retained by the attorneys, this office can no longer exercise control over who may access the information contained in those records or this report.

Additionally, **there is no privileged communication for a Guardian *ad litem*/Attorney Referred Participant**. All of the information that you provide to this examiner is subject to review by the referring Guardian/attorneys. However, the evaluator will respect the privacy of all parties and will not include information in the final report that is not directly relevant to the present case. At the bottom of this form, there will be a signature page that includes your acceptance of the provision that allows the release of your report to the referring party(s). It is noted that office staff check telephone messages, read mail, and type correspondence submitted by this examiner. The office staff is trained in matters relating to the limits of privacy.

It is further emphasized that the information you provide, regardless of the form in which it has been provided (your statements, tape recordings, diaries, correspondence, photographs, etc.), may be shared with others involved in the evaluation (including, where necessary and appropriate, children and collateral sources). By presenting information to others, this office is able to verify information provided and to allow the other party the opportunity to respond to allegations that may have been made. In the case of evaluations that include child or children assessments, statements made by the child or children may have to be cited in the psychological report. Therefore, it is important not to mislead your child(ren). For example, do not tell a child that what is said is confidential. It is not. Financial information (e.g., amounts, source of payments, form of payments) is also not confidential.

This examiner may need to discuss the evaluation with other professionals outside this office and/or provide a copy of the final psychological report and pertinent supporting documents to colleagues for their review and comments. In either case, all names and identifying information will be changed.

In most cases, the referring Guardian/attorney(s) are the only parties that will receive a copy of this report directly from Comprehensive Psychological Services, LLC. Afterward, the Guardian/attorney(s) typically distributes a copy of the report to other relevant parties (as is typically stipulated in a Court Order if applicable). There are further exceptions to your privacy. The staff is required by law to report the following:

1. You indicate that you plan to harm yourself or someone else.
2. You report that you or someone else have endangered or abused a child or elderly person.

It must be understood that this evaluator is *required by law to report allegations of abuse or neglect*. There are severe penalties for failure to report such allegations. Although the reporting of such

allegations suggests that the allegations seem believable, this evaluator's action in reporting them must not be interpreted as a display of support for the individual who has made the allegations or as an indication that this examiner disapproves of the alleged actions of the person who has been accused.

REVIEW OF WRITTEN REPORT

For the participant in a Guardian *ad litem*/Attorney Referred evaluation, there is usually no feedback session. Additionally, the participant does not obtain a copy of the psychological report from this office. Instead, the referring Guardian/attorney(s) usually receive the copies of the report. The evaluator typically does not review the test results with the participants, as the forensic aspect of the testing process may not allow direct contact between this examiner and the participant after the evaluation is completed. This examiner does welcome contact with the Guardian *ad litem* or attorney(s) for clarification purposes and to provide corrections for factual or typographical errors.

FEES

The charge for the present psychological evaluation is \$ _____. The evaluating psychologist will not bill health insurance for the Guardian *ad litem*/Attorney participant. This information is to be used for forensic purposes, and insurance does not cover forensic services. The evaluation fee must be paid on or before the appointment date. If your case requires an affidavit or additional services, a charge will be made based on the amount of time this service takes (\$200.00 per administrative hour). Further payment for expected additional services should be paid in advance in the form of a retainer based on a reasonable estimate of time. We reserve the right to turn over any uncollected debt (over 60 days) to a collection agency and/or magistrate's court. This office uses services such as NCS Plus for the purposes of collections.

If it should become necessary to report allegations of abuse/neglect to the Department of Social Services (DSS), the financially responsible party (parties) will be billed for any time expended in filling the report, being interviewed by DSS, etc. This means that a financially responsible party will have to pay for time expended (\$200.00 per administrative hour) in reporting him/her to DSS.

If my presence for the purposes of testimony (via deposition or court) is requested for any reason by one party or the Guardian *ad litem*, the specified fees (\$350.00 per hour related to testimonial services) will be paid via a retainer based on a reasonable estimate of time by the party requesting my presence (unless other arrangements have been made in advance or the Court has ordered that responsibility for these fees be apportioned in some other manner). Pertaining to testimonial services, it is important to understand that this examiner maintains impartiality and openness to new information throughout the course of the evaluation and during the trial. Fees paid to this office represent compensation for time expended. The person paying fees to this office cannot be assured that testimony will be helpful to his/her case. It is not this examiner's obligation to defend the accuracy of acquired facts when confronted with newly introduced information that might reasonably call the prior facts into question. It is more likely than not that testimony offered will explain and be supportive of the contents of the report, but there is no guarantee that this will be the case.

Regardless of the source of an impartial evaluator's payments, an impartial evaluator is expected to operate as though s/he were employed by the Court. It is particularly important that this position be understood when fees are being paid only by one of the two parties. The fee-paying party cannot simply call halt to the evaluation. Only the Court or the Guardian *ad litem* has the authority to instruct an evaluator to perform no further services, not the party who bears the financial responsibility for payment of the evaluator's fees (nor that party's attorney).

CONTACT WITH ATTORNEYS

This office will typically communicate with the assigned Guardian *ad litem* and exchange information with him/her (unless instructed not to do so by the Court). During the evaluation, any communication with attorneys for the parties will occur on a copies-to-all basis. Once the evaluation has been completed and the report has been released, this examiner *will* engage in oral discussions with the attorneys if such discussions seem appropriate or necessary, if no parties object to such discussions, and if such discussions do not violate the Court's Order or subsequent directives.

LIMITATIONS AND RISKS

Unless instructed otherwise by the Court, as the evaluation progresses, this examiner may share requested information (including preliminary impressions) with the appointed Guardian *ad litem*. The submitted psychological report includes the information provided, and opinions expressed are intended to assist the Court. However, the Court may reject all or portions of the information provided and/or may reject the opinions offered. Also, the possibility exists that, even after having completed a thorough examination of the issues, this examiner may not be able to offer an opinion with a reasonable degree of professional certainty. Fees for services already rendered are not refunded under this circumstance or under circumstances in which it becomes impossible or unnecessary to complete the evaluation.

This evaluator is a licensed psychologist that specializes in psychological assessment. This evaluator is not trained to give you advice in law, medicine, or any other professional areas. This examiner does not provide psychological advice to individuals who are being evaluated. If counseling or psychotherapy services are desired, this office will provide the names of appropriate professionals. If an emergency situation arises, assistance should be sought through the police, the nearest hospital, or an attorney (depending on the nature of the emergency).

Out-of-session conversations (casual waiting-room conversation, telephone calls, etc.) should be avoided. It is to your disadvantage to communicate information to an evaluator in an informal matter. Information relevant to the evaluation itself should not be communicated by phone. Phone contact should be limited to scheduling appointments and addressing other procedural matters. If you must contact the office and you reach the voicemail: leave a message clearly stating the reason for your call; provide a telephone number at which you can be reached; and, specify the times at which you can be reached.

REVIEW OF EVALUATOR'S WORK

A participant who believes this evaluator's findings and/or recommendations are flawed is entitled to request that the evaluator's work be reviewed by another mental health professional. The favored party may not wish the evaluator's work to be critically examined, but such scrutiny is entirely appropriate. The evaluator's entire file should be made available to the consultants retained by the attorneys for the purpose of such a review. It is this office's policy to cooperate with those seeking to review this examiner's work. There is an exception: mental health professionals who are related to or involved in social or professional relationships with participants should not offer their services either as evaluators or as reviewers. This office will resist efforts by such individuals to obtain the file, and the file will be released only in response to a court order.

SIGNATURE INFORMATION:

Your signature below indicates (1) that you have received, read, and understand the office's policies and procedures; (2) that you recognize that neither the principle of confidentiality nor the principle of privilege applies to any information in the file for this matter; and (3) that you are authorizing the release by this office, either orally or in written form, of any/all information in the file, including the psychological report, to the Court, Guardian *ad litem*, the attorneys for both parties, and any organizations or individuals lawfully entitled to the information, including qualified mental health professionals retained to review this work.

Please initial all of the following and then sign:

_____ I have read and understood the above information. I authorize the present evaluator and the administrative staff of Comprehensive Psychological Services, LLC to perform the present evaluation under the circumstances described in this Statement of Understanding.

_____ I understand that it is critical that I provide my best effort and respond in a candid manner during this evaluation. I have been informed that the final report will contain information about my effort and candidness and how reasonable the overall findings appear.

_____ I am a Guardian *ad litem*/Attorney Participant. Therefore, I have been informed that a final report of the findings will be sent to the Guardian/attorney(s) that requested I participate in the present evaluation. Additionally, I understand that this office can no longer exercise control over who may access the information contained in this report once it is released.

_____ I understand that, as a Guardian *ad litem* /Attorney Participant, I will not have any immediate access to the raw test data or the report from this office.

_____ I agree to have Comprehensive Psychological Services, LLC disclose the information provided to this examiner and final report to:

SIGNATURE

DATE