

Dina Trevino, Ph.D., LSSP
Licensed Psychologist, Licensed Specialist in School Psychology

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STATEMENT OF UNDERSTANDING AND INFORMED CONSENT

General Information About Your Court Ordered Assessment

This document contains important information about your court ordered assessment. Please read it carefully. Prior to initiating services, you will be required to initial each page and sign the last page of this document, indicating that you have read and understood our agreement.

This document also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patients' rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that you be provided with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. This Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that you acknowledge, by signature, that you have been provided with this information.

Purpose and Nature of Services to be Provided: When working with you, I am involved in matters having to do with the Court system. When providing these services, I may be appointed by the court as an independent expert, or I can be hired as an expert who is regarded as testifying for one party or the other. Even when I am not appointed as the independent court expert, and agree to work on behalf of one party, I am required to abide by professional rules of practice of the *Texas State Board of Examiners of Psychologists*. Those rules require me to honor a standard of objectivity in all aspects of my work, and to consider the potential impact of my opinions and recommendations on all persons who are directly involved and affected by our consultation.

In the case of forensic evaluations, there is no confidentiality.

Generally, when performing a forensic evaluation, you will complete several interviews, respond to questionnaires, provide collateral names and numbers, agree to a criminal background check allow observation of you and your child/ren, and participate in a home visit. Given the time necessary to complete a forensic evaluation, it may well necessitate several separate appointments.

Initial (_____)

If you are involved in a forensic evaluation, it is important for you to recognize that you may not agree with the findings and subsequent reports or court testimony. This will potentially be quite upsetting and may well result in significant changes in your life (e.g., court decisions regarding your complaint, custody dispute, etc...). Depending on the purpose of the evaluation, the findings will be presented in court and potentially have an impact on any subsequent decisions. As a result of presentation in open court, the findings will become public record.

I require advance payment in full for forensic services. Payment for services does not guarantee that my findings and opinions will be favorable to the person requesting services. It is possible that, in adhering to professional standards, I will be required to state opinions that will be contrary to the objectives or desires of the persons requesting forensic consultation. Persons seeking forensic consultation must understand and hereby acknowledge that all fees are due and payable, even if my findings and opinions do not support the position of that person.

Billing and Fees:

I charge \$150 per hour for the services I provide. Under some circumstances, I may work on an approximate flat fee basis. The percentage of my fees to be paid by each parent (or party) is determined by Court Order.

Additional services for which you are billed, include activities such as chart review, travel, clinical assessment of individuals, communications with attorneys, collaterals, or others related to the case, preparation of records, report writing, and court time which includes both “standby” and courtroom time, and any other services that might be performed.

The collection of unpaid bills will be pursued vigorously through all acceptable means. If your account is more than 60 days in arrears and payment arrangements acceptable to me have not been made, I will refer the account to attorneys for appropriate actions. If such legal action is necessary, the cost of bringing that proceeding will be included in the claim.

I understand and agree that I am personally responsible for full payment for all services, prior to or at the time services are rendered, unless other written arrangements have been made. Should other parties be obligated by agreement or by Court Order to pay a portion of the bill for services, I understand and agree that all of the cost associated with the evaluation will be paid in full prior to the release of any subsequent services and/or reports.

I understand that I will pay any additional fees immediately or within ten (10) days of receipt of a bill. Services will be halted if payments are not made in a timely fashion. Any additional agreement concerning payment for services must be in writing.

No insurance reimbursement:

Initial (_____)

Some insurance carriers will pay in part for psychotherapy. However, this is not therapy. The services being provided are neither health services nor health service related and I will complete no claims for health insurance reimbursement. You, and not your insurance company, are responsible for full payment of my services. Litigation services are not covered by most plans. Moreover, services required to complete an evaluation may be at a service interval or frequency that exceeds policy limits even if some coverage applies.

You will be responsible for payment of my services even if your carrier declines, disallows, or denies coverage. I make no representation regarding coverage or scope of coverage under any policy of insurance. All payments under this agreement are the responsibility of the contracting party.

Complaints to the Texas State Board of Examiners of Psychologists: Any person who believes they have been harmed by any breach of ethical standards or violations of the rules of practice by a licensed professional in Texas may file a complaint with the Texas State Board of Examiners of Psychologists. We are required by law to inform clients of the availability of the State Board's complaint procedures and post notice of how to contact the board in the event you believe you have been subjected to unethical behavior on the part of a professional.

HIPAA:

Health Insurance Portability and Accountability Act (HIPAA), is a federal law that provides privacy protections and patients' rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

As a result of HIPAA, health care providers can only release information about you and/or the services provided at your request to you, your minor child, or other legal dependent with our written authorization on a form that meets certain legal requirements. To expedite and ensure my access to HIPAA protected information, I will ask you to execute a release of information that is HIPAA compliant. This release is in force for a period one year but may be rescinded by you at any time in writing.

PHONE AND AFTER HOUR CONTACT

Due to my work schedule, I often am not immediately available by telephone. My office is open and the telephones are answered between 9 am and 5 pm, but I usually do not take telephone calls when I am with clients. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays.

If however you reach me by telephone without an appointment, please be aware that the information you relay may not become part of your permanent record. As such, if you have information, important to our work, it is imperative that you email or fax this information to me.

All information obtained from you, including interview data, observation data, personal and child history information, and collateral

Initial (_____)

information from sources you submit, is subject to discovery by the other party or parties to the litigation, and may be reviewed by the court. All such information may be used as a basis for my professional opinion and may be included or summarized in a written report, verbal report to the attorneys and/or the court, and in my testimony in court, in a deposition, or both. Should you have any expectations of confidentiality you are encouraged to confer with your attorney immediately. Confidentiality cannot be protected and you should assume that all information, assessment findings, as well as my opinions will not be confidential. Anyone who provides information about you in this matter you may expect that the information will be subject to discovery in the litigation process, will be made available to others, and will not be confidential. Please discuss this with your attorney if you have any questions whatsoever.

Qualifications: I am licensed by the Texas State Board of Examiners of Psychologists and have been practicing for more than two decades. I completed my graduate training at the University of Texas at Austin, completed an internship in clinical psychology at UTHSC Dallas and Terrell State Hospital in Terrell Texas. I completed post-doctoral training at Dallas County Juvenile Department. I also am a member of several professional organizations, including American Psychological Association, Texas Psychological Association, National Registry of Health Service Providers and Association of Family and Conciliatory Courts.

Initial (_____)

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Signature Form

This form is to document that I, _____, have read the detailed Statement of Understanding and Informed Consent document provided (see attachment) and give my permission and consent to Dr. Dina Trevino to provide court ordered assessment to me and/or _____.

I fully understand that because of factors beyond our control or other factors, outcomes cannot be guaranteed. I also understand that if I am involved in a forensic evaluation, I may not have the liberty of discontinuing the assessment process without the Court's approval.

All information obtained from me, including interview data, observation data, personal and child history information, and collateral information from sources I submit, is subject to discovery by the other party or parties to the litigation, and may be reviewed by the court. All such information may be used as a basis for your professional opinion and may be included or summarized in a written report, verbal report to the attorneys and/or the court, and in your testimony in court, in a deposition, or both. Should I have any expectations of confidentiality I recognize that I am to confer with my attorney immediately.

I have read and understand the above information. By signing below, I agree to allow my picture and that of the children to be taken for the files. I also agree to allow audio and/or video tapes to be made of interviews, interactions, and/or observations of myself and my children.

Client/Responsible Party

Initial (_____)