



Turning Points Educational Solutions Informed Consent and Confidentiality Agreement

I hereby agree to a psycho-educational assessment for myself and/or the client named below. I understand that Kim Noll will administer all tests and procedures and analyze all test data. I agree that all test materials, results, and reports are the property of Turning Points Educational Solutions. _____

_____ **Parent's/Client's Initials**

I acknowledge that a psycho-educational assessment is a complex task that requires information to be collected from a variety of sources. I understand that testing results must be analyzed in context, which requires gathering both current and historical information. Understanding the context of a person may include information about development, health, education, family, personal interests, and relationships. I will endeavor to be honest, open, and thorough when relating historical data and answering individual test items.

I understand that information collected as part of the assessment process is confidential and shared only with those authorized to have access. The assessment process almost always includes the production of a written report which documents test data and places it in context. Reports written for this purpose will be marked confidential and will only be released to the individual assessed or parents/guardians if the individual is a minor child, other authorized individuals authorized by the client or parents.

I understand that Kim Noll will maintain all notes, documents, and test data in a safe and proper manner in accordance with the applicable laws for the state of California. I understand that copies of the final report are released only to those individuals whom I designate. Ideally, written consent is obtained before a report is released. Reports may be delivered to individuals in a variety of ways, including: printed hard copy sent by mail, a printed hard copy hand delivered, facsimile, or digital copy. I understand that reports that are sent electronically are encrypted and must be retrieved from a secure mail location. There may be times, however, that a report will be sent with my verbal approval obtained over the phone or by electronic mail.

There are exceptions to confidentiality that are recognized by law:

Risk to Self or Others- I understand that if Kim Noll believes that the student being assessed is threatening serious harm to another person, she is required to try to protect the other person(s). In that case, she may have to tell the intended victim and the police and/or seek the student's hospitalization. Similarly, if the student threatens or acts in a way that is very likely to result in self-harm, Kim Noll may have to seek hospitalization for the student or call their family members or others who can help to protect them. If such a situation arises, Kim Noll will discuss the situation with the adult student or guardian of the minor student before contacting anyone else, unless safety overrules such a discussion.

Risk of Abuse- I understand that if Kim Noll believes or suspects that a child, elderly person, a disabled person, or anyone else is being abused (by neglect, assault, battery, or sexual molestation), she must file a report with the appropriate agency. Kim Noll does not have any authority to further investigate the situation after it is reported (the agency will investigate).

There are additional ways confidentiality may be limited:

It may be necessary to talk about the student's treatment with other professionals. The student's name will not be revealed and the other professional is also legally bound to maintain the confidentiality of the student's information. Psychological evaluations are confidential, yet can become quasi-public documents. It is understood that parents will see and read the report of their minor child's evaluation. Often, other professionals or doctors will obtain a copy of the report. Sometimes the report is sent on to a school. In this way, many individuals may know the results of the psychological assessment. Kim Noll will always attempt to be discreet and maintain confidentiality with the limits of the nature of this assessment arrangement. However, once a report is released, I understand that she will have no control over its use or dissemination from that point forward.

Confidentiality:

Children who are under the age of 12 (approximately), have limited legal rights with regard to confidentiality. However, as a person becomes better able to understand and choose (typically between the ages of 12 and 18), he or she assumes legal rights. I acknowledge that in the process of collecting information from an adolescent, there are gray areas. Some students may not share certain information without a promise of complete confidentiality. In an effort to better understand the dynamics of this individual, Kim Noll may choose to leave data out of a final report. A common area of difficulty is drug use. Teens may have denied aspects of their use to their parents, but may be more forthcoming in the evaluation. Kim Noll will use clinical judgment to decide the importance of specific information and its inclusion in the report. I understand that there are times where a decision is made to inform parents and others about information obtained from an evaluation that the adolescent would rather remain confidential.

Other issues such as pregnancy, abortion, illegal activities, and sexual orientation represent gray areas where a clear-cut set of rules does not always apply. However, the discussion of whether or not to divulge a specific circumstance remains confidential. It is always Kim Noll's intent to persuade an adolescent to not keep secrets. Once a person has reached their 18th birthday, even if they are in high school and still live at home, they may evoke complete confidentiality over any element of an evaluation.

By reading the above information, I am aware that the laws and rules of confidentiality are complex and often do not appear to apply evenly to every situation. I understand that if I have questions about confidentiality, I should discuss them with Kim Noll or an attorney. I understand that while complications not addressed here occur infrequently, Kim Noll is not able to give me legal advice. If my child or I have special or unusual concerns and need more specific advice, I agree to talk with an attorney to protect my interests legally.

Fees and Payment:

I have read the Fee Schedule and Billing Policies and agree to pay for all services billed by Kim Noll. If my account is unpaid and overdue and there is no arranged payment plan, I understand that legal means may be used to obtain payment. If my account is referred to an attorney or collection, I will pay reasonable attorney's fees and collection expenses. All delinquent accounts are subject to delinquency fees. The only information given to the court, a collection agency, or a lawyer would be my name, address, the dates of professional services, and the amount due.

Complaint procedures:

If dissatisfied with any aspect of the assessment process, please discuss any issues with Kim Noll immediately. If I feel that you have been treated unfairly or even unethically and cannot resolve a problem, I understand that I can contact the state Board of Behavioral Sciences (916-574-7830) from whom Ms. Noll receives her license to practice as an Educational Psychologist.

By my signature below I am certifying that I have read and agree to the above contents:

Signature	Client Name	Relationship to Client	Date
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_____ Initials indicate that the person signing consent for the evaluation has educational rights to do so.