



AVIATION PSYCHIATRIC EVALUATIONS

This disclosure is critical to understanding the purposes of your evaluation, the uses of the report, and the limitations of this agreement.

Your evaluation will be an independent psychiatric examination. An independent psychiatric evaluation differs from a clinical assessment in a few key areas.

A doctor-to-patient relationship is not established.

The purpose of an independent psychiatric evaluation is to answer a question posed by a court, a regulatory body, a government agency, an attorney, or an employer. The questions that come to this office can represent any aspect of mental health or substance use.

Since an independent psychiatric evaluation answers a regulatory question of some sort, the product of the evaluation produces a report that is considered evidence if submitted to a court or regulator. It does not produce clinical recommendation even if the psychiatrist's findings discuss clinical concepts. A doctor-to-patient relationship is not established in an independent evaluation. Unless you present with a life-threatening emergency that interrupts the examination, you will not receive a clinical recommendation that would show that I am a part of, or directing, your clinical care.

Because we are not meeting for treatment, the usual rules of patient-client confidentiality and privilege do not apply in these evaluations. As the evaluation is often used for a legal, regulatory, or contracting matter, the rules of confidentiality of the assessment, the findings, and later developments are determined by the rules of the court or regulator or the terms of a contract. That said, I still have a duty to safeguard your information from hacking and loss.

After the report has been offered as evidence, I must answer questions about the report from the FAA, another regulator even if you feel the discussion is not in your best interest. If the evaluation is requested for and paid for by your employer or another third party, then I must answer questions posed by the designee from the company or other third-party as defined in the contract.

Reviewed _____





Defining the client relationship

It is essential to understand the distinction between a client and a person being evaluated. The client is the party who has requested and is responsible for payment of the evaluation. In some cases, this could mean that an employer or some other third-party or agency is the client, even though you are answering the questions and providing records.

Answering my questions fully helps you the most.

Please answer all questions, whether oral or written, as accurately as you can. Information that is withheld, misleading, or false is potentially more damaging to you than openly discussing any problems you may have had with the courts, law enforcement, an employer, or any other entity. Even if you think negative details may hurt your case, discussing the problems openly is encouraged as the added information may help place any problems into a broader context.

I do not have a duty to correct you during the evaluation if you offer misleading or erroneous information. Any information that, in my sole opinion, is deliberately withheld, deceptive or false will be identified as such in the report and can be used to form a negative opinion about your case.

The in-office evaluation is only part of the assessment.

Even though normal medical privacy rules may not apply, another organization may still insist that you follow their rules for a medically protected release. You agree that you will participate in helping me gain the records that I request, including by signing HIPAA compliant forms with third parties. Not assisting to secure the record, either by refusing to complete medical records requests, limiting what can be shared with me, or adding unnecessary delay can be noted explicitly in the report; a lack of cooperation can hurt your case. An incomplete documentary record potentially damages your case by leading to inconclusive or speculative findings by the examiner.

Reviewed _____



The evaluation will render opinions. I do not have final authority over any case.

You may not agree with all or part of my written opinion. How you lodge a disagreement could be defined by a contract from an employer or by regulation and policy with the FAA. You cannot protest the findings to me. Your report cannot be changed once it is considered final except at my sole discretion; changes are limited only to errors or omissions in the final report that, when corrected, change a conclusion in the document.

The opinion is contained only in the report.

I cannot give an opinion about the case until the written report is generated. I have no opinion but for the final opinion, and the final opinion is contained only in the written report. You should never take a verbal comment, email, or any other form of communication to imply that I have formed an opinion about your case until the final report has been signed.

If you are the client, you can request a copy of the evaluation. Requesting your assessment or a summary of it will terminate the independent review, even if the evaluation is incomplete and no opinion has yet been formed. So asking for your record too soon can have negative consequences. Unless there is some other fee agreement spelled out in a contract, the report will not be released until any balance due is paid. An incomplete evaluation after a case has been terminated cannot be updated for any reason. A new evaluation can begin but only at my sole discretion. A waiting period may be required

Distribution of the report

If the independent assessment concludes that your status creates a life-threatening emergency to the public airspace, or to the immediate safety of yourself or a third party, you would be unable to prevent a release of the report to your employer, AME, the FAA, or any other agency appropriate to notify to prevent a catastrophe.

Reviewed _____



If your evaluation occurs at the request of an employer under a collectively bargained contract, the distribution of a report is strictly governed by the contract language. I must follow those terms, but for the rare cases when a life-threatening emergency may arise.

If your evaluation occurs outside a contract requirement, and no life-threatening emergency exists, your report when complete will be released to an Aviation Medical Examiner, HIMS Aviation Medical Examiner, or Independent Medical Sponsor. If you are the client, you will also get a copy.

The report is not usually sent directly to the FAA from this office. The FAA often asks for other statements or documents not held in this office, so it is probable that sending an aviation psychiatric examination directly to the FAA from here would still leave your FAA file incomplete.

Please engage a lawyer if you have questions about the law or **regulation**.

I am not an attorney and cannot give you legal advice. Many clients engage an attorney to represent and protect their interests. If you are concerned about the use of this report, you should discuss any issues with an attorney before we proceed to evaluation. If you do not have an attorney, then you are solely responsible for understanding all applicable laws and regulations in your case, including how this independent examination will be used.

Fees

This agreement ends when the final balance has been paid and your report has been filed with the client. For a description of the costs and how they are determined, you can go here:

<https://www.aviationpsychiatry.com/fees>

Nothing in this agreement establishes that I have agreed to serve as an expert witness or consultant with you or an attorney. Expert witness and consultation agreements require a separate contract and will have a different fee structure.

Reviewed _____



Signature

My signature and the date below affirm that I have read each of the four pages, understand the full content of the disclosure agreement, and agree in full with all the conditions as described above.

Signature

Date

Printed Name

Reviewed _____