

**Bryon Adinoff, M.D.**  
*Adinoff Addiction Psychiatry, PLLC*  
Addiction Psychiatry Consultant

### **Authorization and Agreement for Evaluation**

Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

This document (the Agreement) contains information about Dr. Adinoff's professional services and policies. Your signature acknowledges that Dr. Adinoff has provided you with this information. Although this document can be long and detailed, it is important you read it carefully. Please ask Dr. Adinoff any questions you have about the form. When you sign this document, it will represent an agreement between you and Dr. Adinoff. You may revoke this Agreement in writing at any time. That revocation will be binding on Dr. Adinoff unless he has taken action in reliance on it or if you have not satisfied any financial obligations you have incurred.

Please read all the way to the bottom as this information is critical to understanding the purposes of your evaluation, the uses of the report, and limitations of this agreement. By signing this document you voluntarily consent to an outpatient evaluation by Dr. Adinoff. You have a right to consent or to refuse to consent to any of the proposed evaluations and to discuss it with Dr. Adinoff.

*Professional Records:* Dr. Adinoff keeps appropriate records of the services he provides in a secure location. Dr. Adinoff will **not** re-release outside records obtained in the FAA/HIMS evaluation process without your written permission.

*Confidentiality:* Confidentiality of communications between a patient and a physician is generally protected by law. For FAA/HIMS (or similar) evaluations, this confidentiality does not apply. The results of this evaluation will be submitted to the FAA/HIMS or similar agencies and/or your Aviation Medical Examiner (AME).

There are exceptions to confidentiality in which Dr. Adinoff is legally bound to take action even though that requires revealing some information about a your assessment. If possible, Dr. Adinoff will attempt to inform you when confidentiality must be breached. Legal exceptions to confidentiality include, but are not limited to, releasing necessary information to ensure a clients's safety or safety of others in an emergency:

1. If there is reason to believe you are threatening serious bodily harm to yourself or others. In this situation, Dr. Adinoff is required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization. If you threaten harm to yourself or another, Dr. Adinoff may be required to seek hospitalization for you, or to contact family members or others who can provide protection.
2. If there is good reason to suspect, or evidence of, abuse and/or neglect toward children, the elderly, or disabled persons. In such a situation, Dr. Adinoff is required by law to file a report with the appropriate state agency.

3. In response to a court order or where otherwise required by law.
4. To the extent necessary for emergency medical care to be rendered.
5. To the extent necessary, to make a claim on a delinquent account via a collection agency.

### **Independent Psychiatric Evaluation**

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

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 psychiatry 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. It does not produce clinical recommendations 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 demonstrate that Dr. Adinoff is a part of, or directing, your clinical care.

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 because then Dr. Adinoff may be able to place the problems into a broader context that may be less damaging.

Dr. Adinoff does not have a duty to correct you during the evaluation if you offer misleading or erroneous information. Any information that, in Dr. Adinoff's 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 usual rules of doctor-patient confidentiality and privilege do not apply in these evaluations. As the evaluation is often used for a legal or regulatory matter, the rules of confidentiality of the assessment, the findings, and subsequent developments are determined by the rules of the court or regulator. By participating in this assessment, you also understand that Dr. Adinoff can ask for additional information from other parties or agencies, and these requests do not require your consent.

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 Dr. Adinoff gain all records that he requests, 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 him, or adding unnecessary delay can be noted explicitly in the report and the lack of cooperation can be harmful to your case. An

incomplete documentary record potentially damages your case by leading to inconclusive, speculative, or prejudicial findings by the examiner.

Dr. Adinoff's opinions do not limit in any way your ability to protest the evidence in your case, including his written opinions. The method of how you protest evidence could be governed by a contract or a regulation. It is your sole responsibility to make sure that you follow the proper procedures as designated by the agency or contract for any protest or appeal. You cannot protest the findings to Dr. Adinoff. Your report cannot be changed once it is considered final except at Dr. Adinoff's sole discretion, and these changes are limited to the correction of minor typographical errors that have outsized implications for the conclusions.

Dr. Adinoff cannot give an opinion about the case until the written report is generated. Dr. Adinoff has 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 Dr. Adinoff has formed an opinion about your case until the final report has been signed.

When complete, your report will be released to your Aviation Medical Examiner, HIMS Aviation Medical Examiner, Independent Medical Sponsor, or your employer. If the independent assessment concluded that your status poses a risk to public safety or the public airspace, then you would not be able to prevent a release of the report to your employer, AME, the FAA, or any other regulator of jurisdiction.

Dr. Adinoff is 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.

After the report has been offered as evidence, Dr. Adinoff is obligated to answer later questions about the report from the FAA or another regulator of jurisdiction 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 Dr. Adinoff is obligated to answer questions posed by the company or other third-party.

This agreement ends when the final balance has been paid and your report has been filed with the client.

Nothing in this agreement establishes that Dr. Adinoff has 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.

Please ask Dr. Adinoff if you have any questions before signing this form.

Signature of client: \_\_\_\_\_

Date: \_\_\_\_\_