

Houston Neuropsychology Group, PLLC
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**Important Information Concerning Neuropsychological
Services in a Possible Legal Context**

The purpose of this document is to explain some of the important differences between neuropsychological services when they are offered as part of a patient's routine healthcare, as opposed to when services are provided in the context of potential legal proceedings. Each patient and his/her attorney (if applicable) should review this document very carefully and bring any questions or concerns to one of the neuropsychologists at Houston Neuropsychology Group, PLLC.

As described in other documents furnished by this office, neuropsychological evaluation entails objective measurement of human brain functioning by means of standardized tests. Such evaluations are typically undertaken when patients seek our services directly, or when their physicians or other health care professionals refer them to us. Information resulting from the evaluation is then used to make diagnostic and treatment recommendations. It is generally assumed that each patient will cooperate fully with the evaluation procedure. The primary objective of the evaluation is to provide clinically useful information that will assist with improving patient care and quality of life.

When an individual is involved in a lawsuit, or when there is a reasonable expectation that a lawsuit or other litigious issue will emerge, the purpose of neuropsychological evaluation (as well as the use of the resulting information) typically differs. Lawsuits involve adversarial scenarios between or among individuals appealing to a judge or jury. Evidence submitted in the context of a lawsuit is expected to be heavily scrutinized by the opposing party's attorney. In short, there is a higher burden of proof in a legal context than there is in a routine healthcare context. Typical neuropsychological evaluations conducted to promote patient health care and well-being are not undertaken with an expectation that the resulting information will be analyzed by someone with a clear interest in dismantling the findings. The typical healthcare context of neuropsychological practice is not adversarial.

Neuropsychological evaluation that is done in the context of a known or reasonably probable lawsuit differs from typical healthcare practice in several ways. First, it is necessary to obtain and review a patient's medical, school, and other records. Specific documentation of claims asserted must be verified through records. A thorough investigation of the individual's history must be undertaken, which may include interviews with family members or others in the person's life. Such records and collateral information are significantly more time consuming to obtain and review than medical records received as part of a typical outpatient neuropsychological evaluation.

Second, the length of the test session is greater when a patient is seen in the context of litigation. Should evidence of cognitive deficits be found, for example, the opposing side will likely attempt to dismiss the deficits as having originated before an accident (for example), to result from emotional factors (such as depression), or even to be feigned by the patient. Needless to say, it takes considerably more time, testing, and elucidation of an individual's neuropsychological and emotional functioning to produce evidence at a level sufficient to address these concerns.

Third, a typical outpatient neuropsychological evaluation ends when the test session has concluded, the tests have been scored and interpreted, records have been reviewed, interviews have been completed, and a final report has been written. Such is not the case in the context of litigation, when it is often necessary for the neuropsychologist to participate in depositions, field correspondence related to the lawsuit, and testify in court.

To summarize, neuropsychological evaluation conducted for routine patient health care differs in many respects from evaluations conducted in the context of litigation. For these reasons, we require that patients specify the nature of the reason for their evaluation. **It is for the protection of our patients that this policy exists.** Patients who seek our services knowing that they are involved in (or may expect to become involved in) litigation must inform us of their situation at the outset when they first request an appointment. Withholding this information potentially jeopardizes the patient's legal case, as the neuropsychological evaluation that will be conducted will not have been designed to address the specific concerns present in a legal context. Patients who withhold information about their legal affairs may be putting their case at risk.

At Houston Neuropsychology Group, PLLC, we request full disclosure of any current, pending, or possible legal action related to each patient's case. Every evaluation is considered either medical or legal (not both). Evaluations must be arranged unambiguously through a standard medical referral mechanism, or through a means such as attorney referral. Medical cases are those for which a referral is received from a healthcare professional seeking neuropsychological evaluation of the patient, or from a patient or his/her family members directly. In medical cases, there is no reasonable expectation of litigious or legal embroilment. Health insurance and private pay are the means through which services are funded. The neuropsychologist acts as a treating doctor in medical cases, not an expert witness. By contrast, legal cases are those for which an evaluation is requested by the patient, his/her attorney, or other representative in which there is reasonable expectation of involvement with a legal case. The neuropsychologist acts as an expert witness in such cases, not a treating doctor. For legal cases, all fees must be paid in advance. The doctor working on the case will provide an estimated total cost that will be paid as a retainer fee (see List of Fees below). It is not possible to bill medical insurance for any of the fees conducted in a legal case on both ethical and legal grounds.

All time spent on neuropsychological evaluation tasks will be recorded and billed against this retainer fee, with any unused portion refunded to the patient or his/her attorney in full. Should additional time be required, the patient and/or his/her attorney will be informed of this fact, and an addition to the retainer fee will be requested.

List of Fees (Legal Cases)

- Reviewing medical, school, and legal records: \$250 per hour (these fees are separate from any testing costs or fees for time spent in deposition or court testimony).
- Deposition and court time: flat rate of \$1,000 per half-day (9:00 a.m. to 1:00 p.m. or 1:00 p.m. - 5:00 p.m.) or any part thereof. Preparation time (charged separately) is usually required and typically ranges from 2-3 hours (or more if the records to be reviewed are extensive) at \$250 per hour.
- Other time spent: \$250 per hour for correspondence (telephone calls, faxes, or e-mails) requiring ten minutes or more, time spent in meeting with attorneys, or other time spent related to the case. Please note that some meetings may require preparation time.

Portions of time spent providing services that are less than one full hour will be billed at a percentage of the hourly rate.

Based on the nature of the case, the type of evaluation sought (medical or legal), and my correspondence with Houston Neuropsychology Group, PLLC, I request neuropsychological evaluation services for a (choose only one):

_____ Medical Case¹

_____ Legal Case²

¹If selected, then please skip to the next page and sign/date the form.

²If selected, then please initial next to all of the following four statements:

_____ I have read, completely understand, and fully agree with the information in this document.

_____ I understand that neuropsychological evaluation done for a patient's routine healthcare needs differs considerably from a neuropsychological evaluation done in the context of litigation. I agree not to attempt to bill the patient's insurance or other third party for any of the neuropsychological evaluation fees.

_____ I understand that the test results may not be valid unless I (or the patient) agree(s) to cooperate fully with the neuropsychologist. Moreover, I understand that if I (or the patient) do/does not put forth full and consistent effort on all of the tests, the results may not be reliable or valid.

_____ I understand that this evaluation will be conducted objectively. The neuropsychologist's role is to serve as an objective, neutral evaluator of the extent to which I might have cognitive deficits, and the possible implications of those deficits. He or she does not have a vested interest in either promoting or opposing my case.

I understand that the results of this evaluation may or may not support my legal case. I am aware of the consequences of failing to disclose my involvement (or possible involvement) in legal proceedings. I hereby request services from Houston Neuropsychology Group, PLLC A faxed, scanned, or photocopied version of this letter shall have the same force as an original.

Signature of Patient/Authorizing Person

Date Signed

Printed Name of Patient/Authorizing Person

Clinician or Witness

Relationship of Authorizing Person (if applicable)

Attorney Signature (if applicable)