



NeuroBehavioral SPECIALISTS OF JACKSONVILLE, INC.

Aeromedical Psychological and Neuropsychological Evaluations for FAA Airmen Medical Certification: Informed Consent *(updated 05/2022)*

This psychological/neuropsychological evaluation is being conducted at the request of your Aviation Medical Examiner (AME) in compliance with Federal Aviation Administration (FAA) requirements to obtain a special issuance medical certification. A medical waiver is typically required when an individual is *and/or* has been diagnosed *and/or* treated for a condition that is disqualifying per FAA Medical Standards and Certification, 14 CFR Part 67. These medical standards can be accessed at <https://www.ecfr.gov>. This evaluation is considered a Regulatory Evaluation and is therefore different from other psychological/neuropsychological services. It is important for you to understand how a Regulatory Evaluation differs from more traditional psychological/neuropsychological evaluations. I use the American Psychological Association's Professional Practice Guidelines for Occupationally-Mandated Psychological Evaluations (02/24/2017) as a guide.

PURPOSE

This evaluation is being conducted for the sole purpose of determining your aeromedical status in the areas of cognitive and psychological functioning. As the neuropsychologist, I, **Dr. Michelle Prosjie**, am acting in an objective role to gather information about your functioning. My goal is to provide an accurate assessment of your cognitive and psychological status, and to protect yourself and the public from potential threats to safety. Ultimately, the outcome of this evaluation may be favorable or unfavorable to you. This evaluation will be used as one piece of information to determine whether or not you receive special issuance. You are required to report this contact on future 8500-8 forms and with other evaluators. These results are not to be used as part of a legal claim, disability claim, or for your own personal reasons (lawsuit, social security disability/military disability, and/or competency). This evaluation is not considered 'medically necessary' by your medical insurance, and therefore will not be paid through insurance. Attempts to submit to insurance, either from us or through the examinee, may be considered fraudulent by your medical insurance.

SCOPE OF THIS EXAMINATION

During this evaluation, the area of focus will include your cognitive functioning (e.g., attention, processing speed, language/communication, visual skills, learning/memory, and problem-solving). Testing will be conducted using paper-pencil tasks, self-report, and/or computer tests. It is recommended that you try your best at all times. You are also expected to describe and report any difficulties you are experiencing in a realistic and accurate manner. Information that is incomplete, wrong, or misleading may have serious consequences when put in the doctor's report or testimony. Statements about your effort and motivation levels will also be included as part of the examination report.

CONFIDENTIALITY

By signing this Informed Consent, you acknowledge that you are volunteering to participate in this evaluation and are agreeing to provide the FAA and your AME access to any and all information associated with your evaluation (i.e., your medical/psychiatric history; developmental history, legal substance use history; educational and occupational history; test results; and diagnosis). *We also require that you sign a release of information for the FAA to facilitate communication and sharing of records.

Aside from the FAA, neither your personal information nor examination results will be disclosed without your consent to others outside of the FAA. However, there are a few exceptions which can limit confidentiality: (1) a statement of intent to harm self or others; (2) statements indicating harm or abuse of a child, elderly person, or dependent/vulnerable adult; (3) issuance of a subpoena from a court of law; (4) written authorization to specified parties and/or medical providers; and (5) if your actions warrant you a physical threat or security threat to the FAA.

THOSE INVOLVED IN THE EVALUATION

The full evaluation, which includes intake, testing, scoring, interpretation, and report-writing, is performed by this neuropsychologist, Dr. Prosje. A neuropsychologist has specialized education in neuroscience and psychology. Third party observers are not allowed in the room while testing occurs. You agree that you will not attempt to record any portion of the assessment or interview by any means including, but not limited to, audio or video recording and paper-pencil notetaking. Failure to disclose that the evaluation is being recorded or taped will result in legal action.

RISKS

There is no guarantee that the evaluation results will help or harm your desire to function as an aviator or support personnel. There is also no guarantee that the findings of the evaluation will be in agreement or disagreement with your current understanding of your condition. Findings that are unexpected or which indicate cognitive impairment can be emotionally distressing to some undergoing evaluation. This is a risk of the neuropsychological evaluation that you understand and agree to before beginning the evaluation.

Although you are expected to give your best effort, you are not expected to know the answers to all questions. Some tests will be easy and fun, and some will be boring and difficult. Some tests are designed to “test the limits” of your abilities and knowledge and may become increasingly difficult for you. This is a normal experience but may also be emotionally distressing for you. The evaluation can cause increases in physical symptoms such as fatigue and headache.

FINAL REPORT

The final report will be sent directly to the FAA as well as your referral source (usually your AME). The FAA requires specific neuropsychological and psychological tests to be administered to pilots applying for airman medical certification and that the FAA considers the tests to be confidential for the purpose of protecting test security and integrity. Therefore, the names and raw data test results will NOT be released directly to the airman. However, all relevant test data will be available to be forwarded to another licensed psychologist of your choice upon your request if a Release of Information is signed by you. Additionally, if requested, the report will be sent to healthcare professionals to coordinate care if a Release of Information is signed by you.

FEES, TIME COMMITMENT & RELEASE OF LIABILITY

Payment to start this process is due as soon as your medical file is received from the FAA. Preferred method of payment is cash/check or ZELLE to DrP@nbsjax.com ; however, if you decide to use a credit card there will be a **3% service fee** added to the total cost.

It is understood that the source of payment for this independent evaluation has no bearing on the results or outcome of the evaluation, nor does it affect the evaluating doctor’s professional opinion or interpretation of the results. You further understand that the evaluating doctor and NBS-JAX assume no responsibility or liability for the manner in which the requesting third party uses the evaluation results. Consequently, you agree to indemnify and hold harmless the evaluating doctor, Dr. Prosje, NBS-JAX, its officers, employees, and associates against all losses, damages, liabilities, judgments, awards, and costs (including legal fees and expenses) arising out of or relating to (1) services performed by the evaluating doctor or company; or (2) the use of results of any evaluation by the requesting third party.

The total agreed upon payment for interview, review of records, testing, scoring, and finalization of the report is a flat fee of: \$xxxx. This is due with this signed agreement. The process will start and an appointment will be scheduled when payment received. *Of note, depending on the FAA required protocol in combination with required screening testing instruments, further comprehensive testing at an additional charge MAY be required, but this will be discussed with you during the initial appointment. This additional charge could range from \$xxx depending on testing needed. Therefore, the potential total cost should not exceed \$xxxx, unless there are extenuating circumstances or factors above and beyond typical that are clearly discussed with the pilot. REPORT WILL NOT BE FINALIZED until payment is received in full. *Once full payment received and all testing completed, report will be sent directly to the FAA and referring provider/AME.

CANCELLATION POLICIES:

CANCELLATION: A fee for cancellation (via email or telephone call/text) after records received, payment processed, and administrative time spent will incur a \$200 fee. For cancellations with less than 8 business days’ notice, only professional time invested to that point will be billed (e.g., typically doctor time spent reviewing records) at the rate of \$300 per hour.

RE-SCHEDULING: If rescheduling an appointment in more than 8 business days from appointment date/time, no fee will be assessed. When NBS-JAX is given less than 8 business days’ notice to reschedule an appointment, there is a \$200 fee for rescheduled appointments, and appointments will be rescheduled only once (except under extenuating circumstances).

My signature below indicates that I have read all three pages and agree with the nature and purpose of this evaluation included therein. I have had an opportunity to clarify any questions and discuss any points of concern before signing.

Examinee Name & Signature

Date

Witness Name & Signature

Date