



*Denver
Las Vegas
Salt Lake City*

AVIATION PSYCHIATRIC EVALUATIONS

Your visit does not establish a doctor-to-patient relationship.

Your evaluation will be an independent psychiatric examination. An independent psychiatric examination differs from a clinical assessment in crucial areas. Your assessment compares the examinee's health to regulations, the aeromedical norms for a medical certificate holder, and other relevant FAA or employer directives. We do not establish a doctor-to-patient relationship in an independent psychiatric examination.

The HIPAA rules of patient-client confidentiality do not apply to your assessment. As the report is used for a legal, regulatory, or employment concern, our confidentiality rules are set by the context of your case instead of HIPAA. That said, I must safeguard your information from hacking and loss while maintaining ethical principles common to medicine.

After the report has been offered as evidence, I must answer questions about my assessment from the FAA, a court, or some other regulator, even if you feel the discussion is not in your best interest. An employer may require an evaluation through your employment contract. In that case, I must follow the rules of engagement as defined in the contract.

Defining the client relationship

Understanding the difference between a client and a person being evaluated is essential. The client is the party who has requested and is responsible for payment of the evaluation. Sometimes, an employer or another third party is the client, even though you are the examinee.

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Dr. Kirk is Independent

Dr. Kirk's opinions are based on the examinee's interview, supporting documents, and sometimes information from third parties. For example, a young person's parent or parents may be interviewed as part of the examinee's assessment or Dr. Kirk may have questions for the examinee's AME or employer. No matter the source of a written document or the status of a third party, Dr. Kirk's works independently. His opinions are solely his own and not made in conjunction with or unduly influenced by the FAA, an employer, a parent, or any other entity including the examinee.

Answering my questions fully helps you the most.

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

I do not have a duty to correct you during the evaluation if you offer misleading or false information. Any information that, in my sole opinion, is deliberately withheld, deceptive, or false may be identified as such in the report.

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

Even though an independent assessment is not subject to HIPAA, another organization may still insist that you follow its rules for a medically protected release. Dr. Kirk can require additional records to understand your case, and it is to the examinee's advantage to sign HIPAA-compliant forms with those third parties.

Not helping secure the record, either by not submitting medical records requests to third parties, limiting what can be shared with me, or adding unnecessary delay, can be noted explicitly in the report. An incomplete documentary record could weaken your case by leading to inconclusive findings by Dr. Kirk. If the FAA lacks information to decide your case through my report, the FAA can deny medical certification, require you to have a return visit here, or to start over with a new independent psychiatric examination by a different psychiatrist.

Dr. Kirk will give opinions.

You may not agree with all or part of my written opinions. 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, vary a conclusion in the document. The client can ask followup questions about the report; when substantive, those discussions could require a new report, an addendum to the existing report, or new fees. Dr. Kirk has sole authority to determine whether those discussions are simple or substantive.

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Dr. Kirk's opinion is contained only in the report.

I do not have an opinion about your case until I finish your report. You should never take a verbal comment, email, or any other signal 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 after I have finished the report.

If you demand a copy of your assessment before I am done, I will caution you I have not finished your case. If I have warned you that your case remains incomplete, and you still insist on receiving a draft of the document, I will forward you what I have after you pay the final balance. This action terminates the independent review, even if the evaluation is incomplete and I have made no opinion. So, asking for your report before I have told you the case is finished will have negative consequences.

An incomplete evaluation after a case has been terminated cannot be updated. A new review 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 public health emergency or a risk to the immediate safety of yourself or a third party, you could not prevent me from contacting your employer, AME, the FAA, or any other agency appropriate to avert a potential catastrophe.

If your evaluation occurs at an employer's request under an employment 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.

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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, an Independent Medical Sponsor, or your lawyer. If you are the client, you will also get a copy. I do not respond to the FAA on your behalf.

Fees

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

<https://www.avipsy.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.

Signature

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

Signature

Date

Printed Name