

Agreement and Consent to Receive Psychological Services; Description of Privacy Practices

*Psychotherapy
Psychoanalysis &
Psychological
Assessment*



ALAN KARBELNIG PhD

This document contains important information about my professional services, business policies, and privacy practices. Please read it carefully. When you sign this document, you will be agreeing that you understand the service being provided, my office policies, and the privacy practices I maintain.

PSYCHOLOGICAL SERVICES

I provide a variety of psychological services including individual, couple, family, and group psychotherapy, psychoanalysis, and psychological evaluations. Psychotherapy helps a variety of emotional and interpersonal problems. It intends to reduce or eliminate certain psychological symptoms, and to improve social, academic, and occupational functioning. Unlike medical consultations, it proceeds by having all parties work actively to gain awareness of and alter certain maladaptive emotional states and behaviors. Psychotherapy calls for an active effort on your part. Psychoanalysis is an intensive form of psychotherapy, and the detailed risks and benefits of this will be separately explained if you choose it.

Psychotherapy has benefits and risks. Since it typically involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, or frustration. Psychotherapy has also been shown to have significant benefits—solutions to specific problems, reductions in distress, and improved social relationships. It involves a large commitment of time, money, and energy, so you should be careful about the psychotherapist you select. Please feel free to ask me about other treatments and their risks and benefits. If you have questions about my work, we should discuss them whenever they arise. If your doubts persist, I will help you obtain a second opinion.

If at any point during psychotherapy either of us thinks that I am not effective in helping you reach your therapeutic goals, let's discuss it and, if appropriate, we'll terminate the treatment or I will help you obtain a second opinion. In such a case, I will refer you to other psychotherapists.

Psychological evaluations consist of using a variety of techniques to establish information about your mental status. General psychological evaluations are usually conducted for other health care providers. Forensic psychological evaluations are performed as part of legal proceedings, e.g., administrative law, employment law, etc. When conducting these evaluations, I typically use a combination of intensive interviews, reviews of relevant records, psychological testing, and clinical observations to draw inferences regarding diagnosis, treatment plan, homicidal or suicidal ideation, or other issues. I most commonly use the Minnesota Multiphasic Personality Inventory-2 (MMPI-2), the Millon Clinical Multi-Axial Inventory (MCMI-III), the Personality Assessment Inventory (PAI), the Rorschach Inkblot Method (RIM), and the Wechsler Adult Intelligence Scale IV (WAIS-IV) when conducting these assessments.

SESSIONS

Psychotherapy sessions last 45 minutes. Psychological evaluations last several hours each. My registered psychological assistants (RPA) may participate in the process and, if so, I will advise you of his/her name and role.

PROFESSIONAL FEES, BILLING, PAYMENTS AND CANCELLATION POLICIES

Psychotherapy services cost \$360 or _____ for a 45-minute session (Initial here: _____). Group therapy runs \$60 or _____ for a 90-minute session (Initial here: _____). Psychological evaluation services are billed at a rate of \$425 per full hour. Other services, such as correspondence, are billed at the same rate as the associated service. Cancellation of psychotherapy appointments requires 48 hours notice; participants in group therapy "rent" a space in the group so have no option for cancellation; evaluations not cancelled within 48 hours cost a minimum charge of two hours.

I will usually present you with a statement each month. I will otherwise mail it to you. If you carry health insurance, I provide a "super-bill" which contains all of the information, i.e. procedure codes, for you to submit. PLEASE note that, financially speaking, your relationship is with me. I am not a Medicare, HMO or PPO Provider. Please pay me in full each month. If your account is overdue, and other arrangements have not been made, I may use legal means to secure payment. This may involve hiring a collection agency or going through small claims court.



CONTACTING ME

I am often not immediately available by telephone. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. You may also contact me by email at amkarbelnig@gmail.com but for appointment setting only. I am not available by pager. In the case of an emergency, please call 911 and/or proceed to the nearest emergency room. If I will be unavailable for an extended time, I will have a colleague covering for me.

PROFESSIONAL RECORDS AND CONFIDENTIALITY

The laws and ethical standards of my profession require that I keep professional records. These are securely maintained for a minimum of seven years. You are entitled to receive a copy of the records unless I believe that seeing them could be emotionally harmful to you, in which case I will send them to a designated health professional.

With few exceptions, our professional relationship is highly private and confidential. I can only release information about our work to others with your written permission. (Should this be necessary or desired, I will have you sign a separate Authorization form). But a few exceptions exist. For example, some situations legally require that I take action to protect others from harm, even if that requires me to violate your confidentiality. If I believe that a child, elderly person, or disabled person is being abused, I must file a report with the appropriate state agency. If you are threatening serious bodily harm to another, I am required to notify the potential victim, contact the police, and/or seek hospitalization for you. If you threaten to harm yourself, I may be obligated to seek hospitalization for you or to contact others who can help provide protection. In these situations, I make every effort to fully discuss these possibilities with you. If you are a minor, the law may provide your parents the right to examine your records. I typically either request that they relinquish such access, or I provide them only with general information about our work together.

I may occasionally find it helpful to consult other professionals for help in which case I will avoid revealing your identity. I may be using certain electronic devices to communicate with you, including cordless telephones, cellular phones, or email; I cannot guarantee the security of these communication methods so signing this document acknowledges that you understand and accept the inherent privacy risks involved.

PRIVACY PRACTICES

The following paragraphs outline how the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) affects how I keep and manage records of my treatment and/or evaluation of you. The ensuing paragraphs explain how, when and why I may disclose your records, known as "Protected Health Information" (PHI). Your PHI consists of individually identifiable information about your past, present, or future psychological status and the provision of and payment for care for you. Your PHI receives certain protections under the law. Except in specified circumstances, or if I have your signed Authorization to do so, I will not release your PHI to anyone.

If you are receiving psychotherapy, your PHI is typically limited to basic billing information filed in my office and on a computer program known as Helper. Only my secretary and I have access to that program. Clinical notes taken after sessions are known as Psychotherapy Notes and are not part of your PHI. If you become involved in litigation in which your psychological status is at issue, I may be required to release your PHI and my Psychotherapy Notes.

If you are consulting me for a Psychological evaluation, your rights to privacy may be more limited. For a non-forensic evaluation, the results will likely be forwarded to whoever referred you for the assessment. I will still, nonetheless, have you sign an Authorization form. If you are consulting me for a forensic psychological evaluation, your rights to privacy and confidentiality may be much more limited. You will therefore not have the usual rights to privacy and confidentiality.

When I conduct psychological evaluations, the same type of billing information is gathered from you and entered onto the Helper ledger. However, the related documentation – clinical notes, psychological test data, other records – tend to be much more detailed in these evaluations, and these data may be released to other parties with your Authorization.

Your PHI may be used and disclosed for a variety of reasons but I make every effort to prevent its dissemination. For most disclosures of your PHI, I will ask you to sign a separate, Authorization form. I will most commonly release your PHI in these situations:

1. Regarding treatment (T) services, I might disclose your PHI to psychologists, psychiatrists, physicians, nurses, and other health care personnel involved in providing health care services to you in cases of emergencies;
2. I may disclose your PHI for payment (P) and collection activities without your Authorization;
3. For what are called health care operations (O), I may disclose your PHI in the course of operating the various business functions of my office, i.e. to my secretary or my transcriptionist.
 1. As previously noted, I may use and/or disclose your PHI without your Authorization in the following circumstances:
 - a. I may use disclose your PHI when existing law requires that I report information including



each of the following areas: i. In cases of suspected abuse, neglect, or domestic violence when I may be required to report the information to social service agencies; ii. In response to an order of a court, a warrant, subpoena, discovery request, or other lawful process; iii. If I believe you are at imminent risk of harming a person or property, or of hurting yourself, I may disclose your PHI to prevent such an act from occurring.

INDIVIDUAL RIGHTS GRANTED BY THE HIPAA PRIVACY RULE

In general, you have the right to view your PHI that is in my possession or to obtain copies of it. Under certain circumstances, such as if I fear the information may be harmful to you, I may deny your request. In such a situation, I will provide you the reasons for the denial and will also release your PHI to another health care provider if you wish. I will charge you no more than \$.25 per page for copies of your PHI. You have the right to ask that I limit how I use and disclose your PHI. While I will consider your request, I am not legally bound to agree. If I do agree to your request, I will put those limits in writing and abide by them except in emergency situations.

You are entitled to a list of disclosures of your PHI that I have made. The list will not include uses or disclosures to which you have already consented, e.g., those for treatment, payment, or health care operations. The list will include the date of the disclosure, to who PHI was disclosed (including their address if known), a description of the information disclosed, and the reason for the disclosure.

If you believe that I may have violated your individual privacy rights, or if you object to a decision I made about access to your PHI, you are entitled to file a complaint by submitting a written complaint to me. If you prefer, you may file your written complaint with the Secretary of the U.S. Department of Health and Human Services (Secretary) at 200 Independence Avenue S.W., Washington, D.C., 20201. However, any complaint you file must be received by me, or filed with the Secretary, within 180 days of when you learned that the omission occurred.

ACKNOWLEDGING SIGNATURES

I understand that I will be receiving (circle one or more):

- Individual Psychotherapy
- Clinical Supervision
- General Psych Evaluation
- Couples Psychotherapy
- Psychoanalysis
- Case Consultation
- Family Psychotherapy
- Forensic Psychological Evaluation

I have read and understand this Agreement and Consent to Receive Psychological Services and Description of Privacy Practices for your offices carefully. I understand and agree to comply with them. I also understand that Federal regulations (HIPAA) allow you to disclose my PHI under certain circumstances, as described above. I consent to the use or disclosure of my PHI as specified. I understand that this consent is voluntary and I may refuse to sign it now and revoke my consent later.

Patient(s) Name (print) Signature Signature Date

Signature of Alan Karbelnig, Ph.D. (Or Registered Psychological Assistant [RPA] If Indicated) Date

____ (Initial here). I understand that the treatment or evaluation will be provided by RPA

[Revised July 2018]