

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

*Psychotherapy
Psychoanalysis &
Psychological
Assessment*



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This document contains important information about my professional services and business policies. The section on privacy practices describes how information about you may be used and disclosed and how you can get access to it. Please read it carefully. When you sign this document, it will represent an agreement between us regarding the psychological services and the privacy practices.

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. The process varies depending on the personalities of the psychologist and patient, and the particular problems brought forward. Psychotherapy calls for an active effort on your part. Psychoanalysis is an intensive form of psychotherapy, and the detailed risks and benefits of this form of intervention will be separately explained should I offer you this form of psychotherapy.

Psychotherapy can have 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.

However, psychotherapy 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 procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to 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. In such a case, I will refer you to others who may be of help to you. If at any time you want to consult with another psychotherapist, I will assist you in finding someone qualified. You have the right to terminate psychotherapy at any time.

Psychological evaluations consist of using a variety of techniques to establish information about your psychological status. General psychological evaluations are usually conducted for other health care providers. Forensic psychological evaluations are performed as part of legal proceedings, e.g., child custody, family 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 Rorschach Inkblot Method (RIM), and the Wechsler Adult Intelligence Scale IV (WAIS-IV) when conducting these assessments. I will advise you during the evaluation of precisely which tests I will be using and why.

SESSIONS

Psychotherapy sessions are 45 minutes long. Psychological evaluations are conducted in blocks of time lasting several hours each. There may be times when one of my registered psychological assistants (RPA) will participate in the evaluation by administering certain tests or taking part of your history. I will advise you of that person's name and role. If a minimum of 48 hours (business days only) is not given to cancel an appointment, then the full fee is charged and insurance does not cover this expense. Because group therapy sessions involve other people, they are not cancelable. Cancellation of any psychological evaluation service with less than 48-hours notice will result in a minimum charge of two hours of professional time.



PROFESSIONAL FEES, BILLING, AND PAYMENTS

Psychotherapy services are billed at a rate of \$330 or _____ (per agreement) for a 45 minute session (Initial here: _____). Group therapy runs \$45 per 90 minute session. Psychological evaluation services are billed at a rate of \$425 per 60 minute session. Other miscellaneous services, such as correspondence, etc., will be billed at the same rate as the associated service.

If I am seeing you regularly, I will usually present you with a statement personally at the beginning of the month. I will otherwise mail the statement to you. If you carry health insurance, I will provide you with a universal insurance form which I ask you to submit to your insurance company on your own. However, you will be personally responsible for all charges. I am not a Medicare, HMO or PPO Provider. I request that you pay me in full each month.

If your account has not been paid for more than 60 days 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 at which time costs will also be included in the claim. The prevailing party shall be entitled to recover attorneys' fees. I will not disclose any information about you other than that which is legally required for the collection procedures.

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. I am not available by pager so, in the case of a true emergency, please call 911 and/or proceed to the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact in case you need to consult a psychotherapist urgently.

PROFESSIONAL RECORDS AND CONFIDENTIALITY

The laws and 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 would be emotionally damaging to you, in which case I will send them to a mental health professional of your choice.

In general, the privacy of all communications between patients and psychologists is protected by law. I can usually 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 please note these few exceptions. For example, whenever you enter your psychological status as an issue in a legal proceeding, you waive the right to past, present, or future confidentiality of any psychological services provided to you. This results from legal precedent, and is not a choice for either of us. Some situations legally require that I take action to protect others from harm, even if I have to reveal information about your treatment. If I believe that a child, elderly person, or disabled person is being abused, for instance, I must file a report with the appropriate state agency. If I believe that 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. If these situations, I make every effort to fully discuss these possibility with you in advance. If you are a minor, the law may provide your parents the right to examine your records. I typically either request that they relinquish access to your records, or I provide them only with general information about our work together unless I feel there is a high risk that you will seriously harm yourself or someone else.

I may occasionally find it helpful to consult other professionals for help in which case I make every effort to avoid revealing your identity. If you don't object, I will not tell you about these consultations unless I feel it is important to our work together.

Please note that 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 means of communication 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 records here are kept and managed. The ensuing paragraphs explain how, when and why I may use and/or disclose your records which are known as "Protected Health Information" (PHI). Your PHI consists



of individually identifiable information about your past, present, or future health or condition and the provision of and payment for health care to you. I may also receive your PHI from other sources, i.e. other health care providers, attorneys, etc. You and your PHI receive certain protections under the law. Except in specified circumstances, I will not release your PHI to anyone. When disclosure is necessary under the law, I will only use and/or disclose the minimum amount of your PHI necessary.

If you are receiving any type of psychotherapy service, your PHI is typically limited to basic billing information placed in a file in my office and also on a computerized software program known as Helper. Only my personal secretary and I have access to that program which contains only relevant billing information. Clinical notes taken after sessions are known as Psychotherapy Notes and are not part of your PHI. Except for the unusual situations described above, your PHI will only be released with your specific Authorization. I also understand that, should you become involved in litigation, California discovery laws will make Psychotherapy Notes subject to discovery.

If you are consulting me for any type of a Psychological evaluation, your rights to privacy are 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 before doing so. If you are consulting me for a forensic psychological evaluation, your rights to privacy have likely already been waived because you have entered your mental status as an issue in a legal proceeding. You will therefore not have the usual rights to privacy and confidentiality. I will still ask you to sign an Authorization form, allowing me to share information with specified other parties. Please note that usual privacy and confidentiality practices do not apply in these instances.

When I conduct psychological evaluations, the same type of billing information is gathered from you and entered onto the Helper ledger. Clinical notes are much more detailed in these cases, and typically also involve psychological test data. These notes and test data may well be released to other parties, as was already noted.

Your PHI may be used and disclosed for a variety of reasons but every effort is made to prevent its dissemination. For most other uses and/or disclosures of your PHI, you will (as previously noted) be asked to grant your permission via a separate, signed Authorization form. However, these specified uses and/or disclosures of your PHI are permitted:

- A. Uses and/or disclosures related to your treatment (T), the payment for services you receive (P), or for health care operations (O):
 1. For treatment (T): I might conceivably use and/or disclose your PHI to psychologists, psychiatrists, physicians, nurses, and other health care personnel involved in providing health care services to you – but only with your specific Authorization. The only conceivable reason that a specific Authorization might not be obtained would be in an emergency.
 2. For payment (P): I may use and/or disclose your PHI for billing and collection activities without your specific Authorization.
 3. For health care operations (O): I may use and/or disclose your PHI in the course of operating the various business functions of my office. For example, I may use and/or disclose your PHI for my secretary or me to do third party or insurance billing without your Authorization.
- B. Use and/or disclosures not requiring your Authorization: The Rule provides that I may use and/or disclose your PHI without your Authorization in the following circumstances:
 1. When required by law: I may use and/or disclose your PHI when existing law requires that I report information including each of the following areas:
 - a. I may use and/or disclose your PHI in cases of suspected abuse, neglect, or domestic violence including reporting the information to social service agencies.
 - b. I may use and/or disclose your PHI in response to an order of a court, a warrant, subpoena, discovery request, or other lawful process.
 - c. If I believed you were 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.



The HIPAA Privacy Rule grants you each of the following individual rights:

- A. 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. If your request is denied, you will be given in writing the reasons for the denial. I will also explain your right to have my denial reviewed. If you ask for copies of your PHI, I will charge you not more than \$.25 per page. I may see fit to provide you with a summary or explanation of the PHI, but only if you agree in advance to it, as well as to the cost.
- B. You have the right to ask that I limit how I use and disclose you 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.
- C. 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 whom PHI was disclosed (including their address if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no cost.

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 knew, or should have known, that the omission occurred.

ACKNOWLEDGING SIGNATURES

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

- | | |
|--------------------------|-----------------------------------|
| Individual Psychotherapy | Clinical Supervision |
| Couples Psychotherapy | Group Psychotherapy |
| Family Psychotherapy | General Psychological Evaluation |
| Psychoanalysis | Forensic Psychological Evaluation |

I have read and understand this Agreement and Consent to Receive Psychological Services and Description of Privacy Practices for the Offices of Alan Karbelnig, Ph.D. carefully. I understand and agree to comply with them.

I also understand that Federal regulations (HIPAA) allow health service providers to disclose my Protected Health Information (PHI) from your records in order to provide you treatment services, obtain payment for the services provided, or for other professional activities known as "health care operations". How, why, and where you might release your PHI was described above. I consent to the use or disclosure of my Protected Health Information as specified. I understand that this consent is voluntary and I may refuse to sign it now and revoke your consent later.

Patient(s) Name (print) Signature Date

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

_____ (Initial here if consulting RPA). I understand that the treatment or evaluation will be provided by your RPA.