

# Kindelan McDanal & Associates

## PSYCHOLOGICAL & COUNSELING SERVICES

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### PATIENT SERVICES AGREEMENT

Welcome to the practice of Kindelan and Associates. This Agreement contains important information about our professional services and business policies. A summary of information is included about the Health Insurance Portability and Accountability Act (HIPAA), a 1996 federal law (effective April 14, 2003) that provides privacy protections and patient's rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice explains HIPAA and its application to your personal health information in greater detail. **The law requires that we obtain your signature acknowledging that we have provided you with this information.** Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. Unless you indicate in writing otherwise, we assume you understand and consent to the Agreement. You may revoke this Agreement in writing at any time. That revocation will be binding unless Kindelan and Associates has taken action in reliance on it; if there are obligations imposed by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

#### **PSYCHOLOGICAL AND COUNSELING SERVICES**

Counseling is not easily described in general statements as it varies depending on the personalities of the counselor and patient, and the particular problems you are experiencing. There are many different methods used to help with the issues you hope to address. Counseling calls for a very active effort on your part. In order for the counseling to be most successful, you will have to work on matters we talk about both during our sessions and at home.

Counseling can have benefits and risks. Since counseling often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, counseling has many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, your counselor will be able to offer you some first impressions of what the work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with the counselor. Therapy involves a commitment of time, money, and energy, so you should be thoughtful about the counselor you select. If you have any questions, you can discuss them whenever they arise. Your counselor will be happy to help you set up a meeting with another mental health professional for a second opinion.

Psychological and educational testing also has many benefits. The benefits include increased awareness of strengths and weaknesses and a correct diagnosis, which can lead to effective treatment and accommodations. Testing may be time-consuming, rigorous, and costly. As well, testing may not be covered by your insurance. A consideration is that the testing may confirm what was already suspected.

#### **MEETINGS**

An interview to discuss concerns, problems, issues and background information usually occurs in the first one or two sessions. During this time, you and your counselor can both decide if the counselor is the best person to provide the services that you need in order to meet your treatment goals. A treatment hour is usually of 45 minutes duration, although some sessions may be longer.

**Once an appointment hour is scheduled, you will be expected to pay for it unless you call our office with a 12 hours advance notice of cancellation [unless an agreement is reached that you were unable to attend due to circumstances beyond your control]. Insurance companies do not provide reimbursement for cancelled sessions.**

#### **PROFESSIONAL FEES**

Our hourly fees are as follows:

|   |          |
|---|----------|
| Initial Consult w/Dr. McDanal, Dr. Clarke, Dr. Freid, Dr. Monteverde, & Dr. Guevara   | \$170.00 |
| Initial Consult w/ Ms. Carrillo & Ms. Robertson                                       | \$140.00 |
| Initial Consult w/Dr. McDanal, Dr. Clarke, & Dr. Freid, Dr. Monteverde, & Dr. Guevara | \$140.00 |
| Counseling w/ Ms. Carrillo & Ms. Robertson  | \$120.00 |

|                             |            |
|-----------------------------|------------|
| Psychological Evaluations:  |            |
| 2 hours testing w/feedback: | \$ 700.00  |
| 4 hours testing w/feedback: | \$ 1000.00 |
| Gastric-Bypass Evaluation:  | \$ 450.00  |

Other charged services include report/letter writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request. The charges for these services will be similar to your counselor's hourly charges, prorated for the time invested. If you become involved in legal proceedings that require our participation, you will be expected to pay for all of the professional time, including preparation and transportation costs, even when called to testify by another party. Because of the difficulty of legal involvement, we charge \$ 250.00 per hour for testimony given in court or through deposition and \$ 100.00 per hour for travel time.

### CONTACTING YOUR COUNSELOR

Our office hours are: Monday through Thursday 9a.m. to 5p.m. and Friday 9am to 2pm. We are often not immediately available by telephone as we will not answer the phone when with a patient. Our telephone is answered by our administrative assistant or voice mail. Every effort will be made to return your call on the same day you made it, with the exception of weekends and holidays. If you are difficult to reach, please inform us of times when you will be available. If you are unable to reach us and feel that you can't wait for a return call, contact your family physician or the nearest hospital's emergency room and ask for the psychologist or psychiatrist on call. If your counselor will be unavailable for an extended time, you will be provided with the name and number of a colleague to contact, if necessary.

### NOTICE OF POLICIES AND PRACTICES IN PROTECTING YOUR HEALTH INFORMATION

This Notice describes how psychological and medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

#### I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

We (Kindelan and Associates) may *use* or *disclose* your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

- "*PHI*" refers to information in your health record that could identify you.
- "*Treatment, Payment, and Health Care Operations*"
  - *Treatment* is when we provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when your counselor consults with another health care provider, such as your family physician or another health care professional.
  - *Payment* is when we obtain reimbursement for your health care. Examples of payment are when your PHI is disclosed to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
  - *Health Care Operations* are activities that relate to the performance and operation of this practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- "*Use*" applies only to activities within the practice group, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- "*Disclosure*" applies to activities outside of the practice group, such as releasing, transferring, or providing access to information about you to other parties.

#### II. Uses and Disclosures Requiring Authorization

We may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An "*authorization*" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment, and health care operations, we will obtain an authorization from you before releasing the information. We will also need to obtain an authorization before releasing your psychotherapy notes. "*Psychotherapy notes*" are notes which have been made about our conversation during a private, group, joint, or family counseling session, which were kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

#### III. Uses and Disclosures with Neither Consent nor Authorization

We may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If we know, or have reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver or other person responsible for the child's welfare, the law requires such knowledge or suspicion to be reported to the Florida Department of Children and Families.
- **Adult and Domestic Abuse:** If we know, or have reasonable cause to suspect, that a vulnerable adult (disabled or elderly) has been or is being abused, neglected, or exploited, the law requires us to immediately report such knowledge or suspicion to the Florida Department of Children and Families.
- **Health Oversight:** If a complaint is filed against us with the Florida Department of Health on behalf of the Board of Psychology or any other Board, the Department has the authority to subpoena confidential mental health information from us relevant to that complaint.

- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis or treatment and the records thereof, such information is privileged under state law and will not be released without the written authorization of you or your legal representative, or a subpoena of which you have been properly notified and you have failed to inform us that you are opposing the subpoena or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety:** If you present a clear and immediate probability of physical harm to yourself, to other individuals, or to society, relevant information may be communicated concerning this to the potential victim, appropriate family member, or law enforcement or other appropriate authorities.
- **Worker's Compensation:** If you file a worker's compensation claim, we must, upon request of your employer, the insurance carrier, an authorized qualified rehabilitation provider, or the attorney for the employer or insurance carrier, furnish your relevant records to those persons.

#### IV. Patient's Rights and Counselor's Duties

##### Patient's Rights:

- *Right to Request Restrictions:* You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, we are not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations:* You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing us. Upon your request, we will send you your bills to another address.)
- *Right to Inspect and Copy:* You have the right to inspect or obtain a copy (or both) of PHI in your mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. On your request, the details of the request process will be discussed with you.
- *Right to Amend:* You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. At your request, we will discuss with you the details of the amendment process.
- *Right to an Accounting:* You generally have the right to receive an accounting of disclosures of PHI regarding you. At your request, we will discuss with you the details of the accounting process.
- *Right to a Paper Copy:* You have the right to obtain a paper copy of the Notice from me upon request.

##### Counselor's Duties:

- The law requires us to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this Notice. Unless you are notified of such changes, however, we are required to abide by the terms currently in effect.
- If these policies and procedures are revised, you will be notified in person or by mail.

#### V. Complaints

If you are concerned that your privacy rights have been violated, or you disagree with a decision made about access to your records, you may contact Cynthia McDanal, Ph.D.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

#### VI. Effective Date to Privacy Policy

This notice will go into effect on April 14, 2003.

#### **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, Protected Health Information (PHI) is kept about you in two sets of professional records. One set constitutes your Clinical Record. This includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records received from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances where disclosure would physically endanger you and/or others, or makes reference to another person (other than a health care provider) and access is reasonably likely to cause substantial harm to such other person, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them with your counselor or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a copying fee of \$ 1.00 per page (and for certain other expenses). We may withhold copies of your records until payment of the copying fees has been made. If your request for access to your Clinical Records is refused, you have a right of review, which we will discuss with you upon request.

In addition, a set of Psychotherapy Notes may also be kept. These Notes are for your counselor's use and are designed to assist in providing you with the best treatment. While the contents of the Psychotherapy Notes vary from client to client, they can include the contents of our conversations, an analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal that is not required to be included in your Clinical Record. They also include information from others provided confidentially. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

#### **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of Protected Health Information. These rights include requesting that your records be amended, requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

#### **MINORS AND PARENTS**

Privacy in counseling is crucial to successful progress, particularly with adolescents. Parental involvement is also essential. Our policy is to request an agreement with minors and their parents about access to information. This agreement provides that during treatment, parents will be provided with only general information about the progress of treatment, and the patient's attendance at scheduled sessions and any necessary follow up as deemed appropriate.

#### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless agreed otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, your counselor may be willing to negotiate a fee adjustment or payment installment plan.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court, which will require disclosure of otherwise confidential information. In most collection situations, the only information released regarding a patient's treatment is his/her name, the nature of the services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

#### **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will fill out forms and provide you with whatever assistance to help you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. Finding out exactly what mental health services your insurance policy covers is very important.

You should carefully read the section in your insurance coverage booklet that describes mental health services, and you should call your insurance company to verify your outpatient mental health benefits as well. If you have questions about the coverage, call your plan administrator. Of course, we will provide you with whatever information based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If it is necessary to clear confusion, we will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. Determining exactly how much mental health coverage is available can be difficult. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work on specific problems that interfere with a person's usual level of functioning. More approval may be necessary for therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed care plans will no longer reimburse us for services once your benefits end.

You should also be aware that your contract with your health insurance company requires that we provide information relevant to the services that are provided to you. A clinical diagnosis is required. Sometimes additional clinical information is required such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, every effort will be made to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company's files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier.

Once we have all the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. Remember that you always have the right to pay for services yourself to avoid the problems described above unless prohibited by contract.

If you have any questions about this Agreement, please talk to us. Unless you indicate in writing otherwise, we assume you understand and consent to the Agreement. Thank you for the privilege of serving you.