

## Behavioral Diagnostics & Treatment

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### **OFFICE POLICIES AND PROCEDURES**

**Your BDTX providers** (Dr. Cragnolino, Dr. Forster, and Dr. Fulop) are all Licensed Psychologists in the state of Oregon and practice at Behavioral Diagnostics and Treatment. These pages provide information about **Behavioral Diagnostics & Treatment (BDTX)** office policies and procedures, as well as your rights and responsibilities as a patient (or parent), confidentiality and privilege issues, and fees and insurance. These pages also contain summary information about HIPAA, federal law providing privacy protections and patient rights regarding use and disclosure of Protected Health Information (PHI) for purposes of treatment, payment, and health care operations. HIPAA essentially requires a Notice of Privacy Practices for purposes of treatment, payment, and health care operations. This notice explains HIPAA and its application to your personal health information. The HIPAA law requires that we obtain your signature acknowledging that we have provided this information at the end of the first session. Please read all materials carefully and ask questions if it is not clear to you.

**Office hours** are generally Monday through Friday between 9:00 AM and 5:00 PM, but vary for specific providers. After hours appointments are sometimes available by arrangement. Initial sessions usually last 75-90 minutes. Regular individual and family sessions are 45-50 minutes in length, with the final 10-15 minutes devoted to documentation or coordination. For longer sessions, these are billed at a higher rate.

**Appointments** are scheduled in advance on a regular and convenient basis. 24-hour advance notice is required if you are unable to keep your appointment. You may be charged the full session fee if you do not notify your provider 24 hours before your session begins, and health insurance carriers do not cover missed appointments. Call your provider's phone or e-mail them to give cancellation notice.

**Emergency 24 Hour Access Number:** Call your provider's cell number to reach them directly in an emergency. Emergency calls are expected to be brief to handle a crisis. For brief calls less than 10 minutes, there is no charge. Lengthy emergency will incur charges after the first 10 minutes, at your provider's billing rate in 15-minute increments.

**Process of Consultation and Psychotherapy:** During initial sessions you discuss your concerns, and complete forms to help clarify, diagnose, and treat the concerns. Brief or comprehensive assessments may be recommended, before therapy. You and your provider will negotiate treatment goals and targets. If your provider determines a form of alternative care is required, they will refer you to others. Frequently, assessment and psychotherapy provoke difficult memories and feelings, and this is expected. Some problems can be resolved quickly, but some may require longer treatment. BDTX services are facilitated with your timely completion of inventories, business forms, and accurate information disclosure.

**Electronic Communications, Social Media, and Telecommunications:** Due to the paramount importance for confidentiality and minimizing harmful multiple relationships, BDTX providers do not accept friend or contact requests from current or former clients on social networking sites. "Friending" clients on such sites compromises confidentiality and privilege and may blur appropriate therapeutic boundaries. Please inquire with questions. Electronic forms of communication and social media are not confidential. We prefer to communicate via email, but do not guarantee that these messages will remain confidential. Email should not be used in an emergency.

**Questions:** Please ask questions about assessments, treatments, fees, insurance issues, or confidentiality. Please ask any and all questions before signing below regarding BDTX's assessment, psychotherapy, consultation, office policies, and confidentiality policies.

**Fees and Insurance Coverage:** BDTX providers (Dr. Cragnolino, Dr. Forster, Dr. Fulop) are not generally on provider insurance panels. Our billing specialist, Holly Kelly, is not onsite, but she can be reached at 503.446.9942 or [hmackelly@aol.com](mailto:hmackelly@aol.com). Holly checks your benefits and bills your insurance after you have provided all carrier names, addresses, phone, group, and policy numbers.

**You Are Responsible for All Fees Incurred in the Course of Psychotherapy or Assessment.** Please remember that you're responsible for your entire bill even if your insurer does not provide coverage. It's your responsibility to make arrangements in the event you cannot pay your bill as agreed. Written notices are sent to you for past due accounts. When we get no response for 90 days, your account will be turned over to a professional collection agency, and you will be responsible for additional legal and collection agency fees in your account.

Fees for services vary somewhat by your BDTX provider. Please ask them their specific rates should you have questions. And please note that when your BDTX provider is conducting a psychological or neuropsychological assessment, it is a time-consuming process. For each and every hour of the process you will be billed at your BDTX provider's rate per unit, which is usually 50 minutes. If the work is forensic related, it will be billed at a specific forensic rate. Please check with your specific BDTX provider for forensic rates, as they vary by provider. Psychological assessment includes face-to-face time when working with you or your child, and time your BDTX provider spends on the case in non-face-to-face contact. All are billed at your BDTX provider's rates. For psychological assessments, non-face-to-face time includes scoring, interpreting tests, review of records, and report writing time. Scoring, interpretation, review of records, and report writing all add at least one unit for each unit of face-to-face psychological testing time. For forensic work, they often add more.

By signing below (page 2) you are agreeing that you have read and understood these office policies and agree to treatment, consultation, or assessment under the policies as written. Your signature also indicates that you understand and agree that treatment may be terminated (with appropriate referrals) if you do not or cannot comply with these policies, and/or your BDTX provider believes, in their professional opinion, you are no longer benefiting, nor likely to benefit in the future from further treatment.

**Authorization for Psychological Treatment, Consultation, or Assessment** *(Please initial as needed)*

\_\_\_\_\_ I am being seen as an adult by my provider.

\_\_\_\_\_ I am the custodial parent\* \_\_\_\_\_ non-custodial parent \_\_\_\_\_ legal guardian (check) of \_\_\_\_\_.

\_\_\_\_\_ \*As a custodial parent I understand non-custodial parents have complete access to treatment records if desired.

\*Please provide Non-Custodial Parent or Guardian's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**Patient Name** *(Your Name here if adult, or child's name if you are parent):* \_\_\_\_\_

**Signature** *(Your signature here if adult):* \_\_\_\_\_ Date: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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**As a parent of a child or teen in therapy,** I understand that children and adolescents typically discuss sensitive and private issues with their therapist. I give my permission for my child or teen to participate in this psychotherapeutic process with my provider. I agree my provider shall, at his or her discretion, decide what should be communicated to parents regarding non-dangerous material discussed in assessment or treatment. I understand that at times my provider may choose not to share information with me about my child or teen's treatment when a child or teen is engaged in psychotherapy.

Parent Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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## **Confidentiality/Protected Health Information Agreement Form**

Oregon and federal laws require that issues discussed in therapy or consultation for the purpose of diagnosis or treatment with a psychologist remain confidential. Generally, issues you or your family members discuss with your provider will not be disclosed to anyone without your permission. However, there are some exceptions. You can waive the doctor-patient privilege for specific purposes if and only if you sign a release of information (ROI form, authorization form for HIPAA). Your provider will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information). Release of confidential information may ethically or legally be required if child abuse (either sexual or physical), harm to another person, or intent for self-harm is disclosed. Also, if you are involved in a custody proceeding, a presiding court has the right to subpoena material from assessment or therapy records. Please ask questions you have about the limits of confidentiality.

### **I understand the above and agree my BDTX provider is not bound to maintain confidentiality in the following situations:**

1. Serious intent or plans made by a patient to inflict physical harm or injury of any kind to another person. Attempts will be made to contact the threatened person, if the situation is not resolvable in a safe manner with the patient.
2. Intent or plans made by a patient(s) to inflict self-harm or suicide.
3. Disclosure made by patients or family members, or significant others that current, ongoing, and undisclosed sexual and/or physical abuse, and/or elderly abuse is occurring or is likely to occur or re-occur.
4. I understand that by law, my child's non-custodial parent does have the right to access records regarding my child's assessment and treatment (unless to do so would imminently harm the child).

**BDTX providers** employ administrative and clinical staff, and in all treatments and assessments, there is a need to share protected information with these individuals for clinical, administrative, or other purposes and for billing. All administrative staff members are bound by the same rules of confidentiality, and they receive training about privacy protection. Each has agreed to not release information outside of the BDTX practice without permission of a professional staff member, and only to benefit the patient. As required by HIPAA, BDTX providers have formal business associate contracts with administrative and clinical staff, and all have promised to maintain confidentiality of data except as specifically allowed or required in the insurance contract or as otherwise required by law. If you wish, your BDTX provider can give you names of these organizations or a blank copy of this contract.

### **HIPAA** allows PHI also to be released for these following reasons:

- A court proceeding.
- When a government agency requests information for health oversight activities.
  - Consistent with HIPAA 45 C.F.R. §164.512(d), the Board of Psychologist Examiners is authorized to review, use, or disclose individually identifiable health information as a Health Oversight Agency for oversight activities authorized by law, including civil and/or administrative investigations for appropriate oversight of individuals or entities subject to government regulation.
- If a complaint or lawsuit is filed against a BDTX provider, he or she can disclose relevant information regarding that patient.
- Disclosures required by health insurers or to collect overdue fees as described elsewhere.
- If there is a child abuse or domestic violence investigation, the law may require that your BDTX provider turn over relevant patient records to appropriate government agencies. Once such a report is filed, your BDTX provider may be required to provide additional information.
- If a BDTX provider believes that a patient presents a clear and substantial risk of imminent serious harm to themselves or others, he or she may be required to take protective actions. Actions may include:
  - Notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
  - When a situation arises, your BDTX provider will make every effort to discuss it with you before taking actions, and he or she will limit disclosures to that which is necessary for your safety and treatment.

While the above summary of confidentiality expectations should be helpful for information about potential problems, it is important we discuss any questions or concerns you have now or in the future, as laws governing confidentiality are complex, and none of the BDTX providers are attorneys.

**Professionals Records:** You should be aware that, pursuant to HIPAA, your BDTX provider keeps Protected Health Information (PHI) about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of your problems, your diagnosis, goals that we set for treatment, progress towards those goals, medical and social history, treatment history, and any past treatment records

received from others, billing records, and reports sent to anyone, which will include your insurance carrier. Except in unusual circumstances that involve danger to yourself and others, you may examine and receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and upsetting to untrained readers. For this reason, your BDTX provider recommends that you initially review them with he or she present or have them forwarded to another competent mental health professional to discuss the contents in order to avoid misinterpretation. The exceptions to this policy are contained in the attached notice form. If your request for access to your clinical record is refused, you have the right of review, which your BDTX provider will discuss with you upon request.

Your BDTX provider also keeps a set of Psychotherapy Notes, for his or her exclusive use, and designed to assist in providing you with the best treatment. While contents of Psychotherapy Notes vary with each client, they can include contents of conversations, his or her analysis of those conversations, and how they might impact you and your therapy. These notes contain sensitive information that you may reveal to him or her that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written authorization. Insurance companies cannot require your authorization for these notes as a condition of coverage nor penalize you in any way for you refusing to provide them. You may examine and receive a copy of your Psychotherapy Notes unless your BDTX provider determines that such disclosure would be harmful to you.

Oregon insurance companies doing business in the state, have a requirement that by accepting benefits, you give consent to allow them to examine your Clinical Record for purposes of Utilization Review, quality assurance, and peer review by the insurance company. Your BDTX provider will not provide clinical information to your insurer without permission for such purposes. However, if in such a situation, your BDTX provider makes every effort to release only the minimum information about you necessary for the requested purposes. This information is part of the insurance company files and likely will be stored in their computer system. Even though all insurance companies claim to keep this information confidential, Your BDTX provider has no control over what they do with it once it is transferred to their files. In some cases, your insurer shares your information with national medical information data banks. If and when your BDTX provider is asked to provide this type of information, he or she will provide you with a report copy he or she submitted, when requested.

HIPAA provides you with several expanded rights to your Clinical Record and disclosures of PHI. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Record is disclosed; requesting an accounting of disclosures of PHI that you have neither consented to nor authorized; locations to which PHI disclosures has been sent; complaints you make about these policies and procedures recorded in your records; and the right to a paper copy of this agreement, the notice form, and all privacy policies and procedures.

**By signing this agreement, you agree your BDTX provider can provide requested information to your carrier, and that you have read and understood these policies about fees, confidentiality, and privacy and agree to abide by all terms.**

Patient Name: \_\_\_\_\_

Patient Signature (if adult): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Responsible Parent/Guardian Name: \_\_\_\_\_

Responsible Parent or Guardian Signature (*if patient a minor*): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_