



AMERICAN BOARD PROFESSIONAL PSYCHOLOGY  
DIPLOMATE IN CLINICAL PSYCHOLOGY

CONSULTATION IN FORENSIC PSYCHOLOGY  
AND PSYCHODIAGNOSIS

CARLTON W. PURVIANCE, PH.D.  
200 MARITIME ACADEMY DR.  
VALLEJO, CA 94590  
PHONE (707) 654-1170  
FAX (707) 654-1171

## **PSYCHOLOGIST-PATIENT SERVICES AGREEMENT**

This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of assessment, treatment, payment and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of PHI for assessment, 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 I obtain your signature acknowledging that I have provided you with this information at the end of this initial visit. Although these documents are long and sometimes complex, it is very important that you read them carefully before your next visit. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time.

Please do not hesitate to discuss any additional questions you may have with us.

### APPOINTMENTS AND CANCELLATIONS

Your scheduled appointments will ordinarily last 50 minutes. In most instances we will try to schedule your return visits within a regular interval of time, and most ongoing appointments will occur on the same day and hour of each week.

If you must cancel a scheduled appointment, it is essential that you notify us at least 24 hours in advance. This is because your one-hour block of time is reserved solely for you and is not available to another patient.

If you receive psychotherapy, please understand that the maximum benefit will occur with consistent attendance. At times you may feel conflicted about the therapy, as the process can sometimes be uncomfortable. The frequency and type of treatment, or other form of psychological service, will be decided between you and Dr. Purviance. There is an expectation that you will benefit from psychotherapy, but there is no guarantee that this will occur.

### EMERGENCIES

During the course of therapy, patients occasionally experience psychological crises and may want to contact Dr. Purviance by telephone. In an emergency, do not hesitate to call his Vallejo office, (707) 552-6397, at any time. If your telephone call is received after regular office hours, and is urgent, the Exchange will try to reach him for you.

In the event you are unable to reach us, and you have an emergency, you may contact one of the following:

Solano County Mental Health Crisis Service (707) 553-5331 -Or-

Sutter Solano Medical Center, Vallejo, Urgent Care/Emergency Room (707) 554-5201

### FEES

**NO FEE FOR SERVICE:** The Counseling and Professional services are funded with your Health Center fee.

### CONFIDENTIALITY

All information disclosed within sessions, including that of minors, is confidential and may not be revealed to anyone without written permission except where disclosure is permitted or required by law. Disclosure may be required in the following circumstances:

1. When there is a reasonable suspicion of child abuse or abuse to a dependent or elder adult.
2. When the patient communicates a specific threat of bodily injury to an identifiable victim.
3. When the patient is suicidal.
4. Physical injury due to violence.
5. When disclosure is required pursuant to a legal proceeding.

The Psychology Examining Committee, of the Board of Medical Quality Assurance, issues licenses to qualified persons to engage in the practice of psychology in the State of California. The Department of Consumer Affairs receives questions and complaints regarding the practice of psychology. If you have any questions or complaints, you may contact this department by calling (800) 633-2322, or by writing to the following address:

Board of Psychology  
California Department of Consumer Affairs  
1422 Howe Avenue, Ste. 22  
Sacramento, CA 95825-3200

### LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by state law and/or HIPAA. But, there are some situations where I am permitted or required to disclose information without either your consent or authorization:

- I may occasionally find it helpful to consult other doctors about a case. During a consultation I make every effort to avoid revealing the identity of my patient. The other doctors are also legally bound to keep PHI confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Counseling Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information). Counseling Records are kept separate from your Medical Record.
- If you are involved in a court proceeding and a request is made for information about the professional services that I have provided you and/or the records thereof, such information is protected by psychologist-patient privilege law. I cannot provide any information without your (or your legally-appointed representative's) written authorization, a court order, or compulsory process (a subpoena) or discovery request from another party to the court proceeding where that party has given you proper notice (when required) and has stated valid legal grounds for obtaining PHI, and I do not have grounds for objecting under state law (or you have instructed me not to object). If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities pursuant to their legal authority, I may be required to provide it for them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, I must, upon appropriate legal request, disclose information relevant to the claimant's condition to the worker's compensation insurer.
- If any of these situations arise, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is to what is necessary.

### PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep PHI in your Counseling Record. Except in unusual circumstances that disclosure would physically endanger you and/or others or makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person or where

information has been supplied to me confidentially by others, you may examine and/or receive a copy of your Counseling 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, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. If I refuse your request for access to your records, you have a right of review, (except for information supplied to me confidentially by others) which I will discuss with you upon request.

#### PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Counseling Records and disclosures of PHI. These rights include requesting that I amend your record; requesting restrictions on what information from your Counseling Record 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 my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

#### INSURANCE

Should you elect to continue care outside of Cal Maritime and request a referral to be seen by a Mental Health Professional other than Dr. Purviance, your health insurance will be used. **YOU ARE RESPONSIBLE FOR ANY COSTS INCURRED THROUGH THE USE OF YOUR HEALTH INSURANCE.**

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGMENT THAT YOU HAVE RECEIVED THE HIPAA FORM DESCRIBED ABOVE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name