Gretchen Kubacky, Psy.D., Inc.
California License PSY 21917
NPI #1780931949
(310) 625-6083

Agreement to and Informed Consent for Psychological Treatment and for Uses and Disclosures to Carry Out Treatment, Payment, and Health Care

This document contains important information about Dr. Gretchen Kubacky's professional services and business policies. Please read it carefully. When you sign this document, it will represent an agreement between you and Dr. Gretchen Kubacky. Please refer to the Notice of Privacy Practices for important additional information.

PSYCHOLOGICAL SERVICES:

Dr. Gretchen Kubacky provides individual, couple, family, and group psychotherapy. Psychotherapy seeks to treat a variety of emotional and interpersonal problems. It intends to reduce or eliminate certain psychological symptoms and improve social and occupational functioning. Unlike medical consultations, it proceeds by having all parties work actively to gain insight into and alter certain maladaptive emotional states and behaviors. The psychotherapeutic process varies depending on the personalities of the psychotherapist and patient, and the particular problems brought forward. Psychotherapy calls for an active effort on your part.

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. On the other hand, psychotherapy has also been shown to have significant benefits. It often leads to better relationships, solutions to specific problems, and reductions in distress.

You have the right to ask about other treatments and their risks and benefits. Psychotherapy involves a large commitment of time, money, and energy, so you should be careful about the psychotherapist you select. If you have questions about procedures, please discuss them with your therapist whenever they arise. If your doubts persist, Dr. Gretchen Kubacky will help you obtain a second opinion.

If at any point during psychotherapy it becomes evident that you are not reaching your therapeutic goals, Dr. Gretchen Kubacky will discuss this with you and, if appropriate, terminate treatment. In such a case, Dr. Gretchen Kubacky will give a number of referrals that may be of any help to you. If at time you want another professional's opinion or wish to consult with another therapist, she will assist you in finding someone qualified, and, if you provide a written consent, will provide the essential information needed. You have the right to terminate therapy at any time.

SESSIONS:

Psychotherapy sessions last 50-minutes. If a minimum of 24-hour notice is not given to cancel an appointment, then the full fee is charged.

PROFESSIONAL FEES:

The fee for the initial session as well as for all standard 50-minute sessions thereafter is $500 per session. Fees are collected at the time of service, at the commencement of the session. If your account has not been paid for more than 60 days and other arrangements have not been made, Dr. Gretchen Kubacky 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. Confidential information, such as name and address, may be disclosed to facilitate debt collection. Fees are increased annually, and 30 days' notice of a fee increase will be provided verbally, in session. Your fee has been set at $500.00 for the initial session and all standard-length sessions thereafter.

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All disputes arising out of or in relation to this agreement to provide psychological services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement. The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in accordance with the rules of the American Arbitration Association in effect at the time the demand for arbitration is filed. The prevailing party in arbitration or collection proceedings shall entitled to recover a reasonable sum for attorney's fee.

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COURT APPEARANCES AND LEGAL PROCEEDINGS:

Court Appearances:

In the event that I am subpoenaed or otherwise required to appear in court or legal proceedings related to your case, the following policies will apply:

(1) High Fees:

- Court appearances, depositions, or any other legal proceedings will incur a fee of $720 per hour. This fee includes time spent preparing for the appearance, travel to and from the court or legal site, waiting time, and the actual time spent in court or legal proceedings.
- A retainer of $5,760 is required prior to any court appearance. This retainer must be paid at least 14 days in advance of the scheduled appearance. Any additional fees incurred beyond the retainer must be paid within 7 days of the appearance. If the expected appearance exceeds 7 hours, additional retainer fees may be required, at the rate of $5,760/day.

(2) No-Call Policy:

- I do not voluntarily appear in court or legal proceedings at the request of clients. I do not make custody recommendations for minors. Any appearance must be compelled by a legally binding subpoena.
- Clients are strongly discouraged from naming me as a witness or involving me in legal proceedings. If my involvement is necessary, please be aware of the associated high fees and time commitments.

(3) Scheduling and Availability:

- Court appearances are subject to my availability. While I will make a reasonable effort to accommodate legal schedules, there is no guarantee of my availability on specific dates.
- Any rescheduling or cancellations with less than 7 days' notice will result in forfeiture of the retainer.

(4) Confidentiality:

- Standard confidentiality practices apply during court appearances, subject to the limits imposed by the legal process. I will only disclose information that is legally required and will make every effort to protect your privacy within the constraints of the law.
- By signing this agreement, you acknowledge and agree to these terms regarding court appearances and legal proceedings. Your signature also indicates your understanding that these policies are non-negotiable and that you accept full responsibility for any legal fees incurred.

(5) Client Acknowledgment

I, _____, have read and understand the policies regarding court appearances and legal proceedings

as outlined above. I agree to adhere to these policies and acknowledge the associated fees and conditions.

Client Signature: _____ Date: _____

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TELEMEDICINE INFORMED CONSENT:

From time to time, travel or health conditions may necessitate the need for a phone or interactive audio/video session. I understand that, if I am sick, my session will be conducted via one of these methods. I hereby consent to engage in telemedicine (e.g., internet or telephone-based therapy) with Dr. Gretchen Kubacky as an alternate venue for my psychotherapy treatment. I understand that telemedicine includes the practice of health care delivery, including mental health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, and/or data communications. I understand that telemedicine also involves the communication of my medical/mental health information, both orally and visually, to other health care practitioners.

I understand that I have the following rights with respect to telemedicine:

(1) I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.

(2) The laws that protect the confidentiality of my medical information also apply to telemedicine. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality including, but not limited to: reporting child, elder, and dependent adult abuse; expressed threats of violence towards an ascertainable victim; and where I make my mental or emotional state an issue in a legal proceeding. (See also Office Policies and HIPAA Notice of Privacy Practices forms, provided to me, for more details of confidentiality and other issues.)

I also understand that the dissemination of any personally identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without my written consent.

(3) I understand that there are risks and consequences from telemedicine. These may include, but are not limited to, the possibility, despite reasonable efforts on the part of my psychotherapist, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; the electronic storage of my medical information could be accessed by unauthorized persons and/or misunderstandings can more easily occur, especially when care is delivered in an asynchronous manner.

In addition, I understand that telemedicine-based services and care may not yield the same results nor be as complete as face-to-face service. I also understand that if my psychotherapist believes I would be better served by another form of psychotherapeutic service (e.g. face-to-face service), I will be referred to a psychotherapist in my area who can provide such service. Finally, I understand that there are potential risks and benefits associated with any form of psychotherapy, and that despite my efforts and the efforts of my psychotherapist, my condition may not improve and in some cases may even get worse.

(4) I understand that I may benefit from telemedicine, but results cannot be guaranteed or assured. The benefits of telemedicine may include, but are not limited to: finding a greater ability to express thoughts and emotions; transportation and travel difficulties are avoided; time constraints are minimized; and there may be a greater opportunity to prepare in advance for therapy sessions.

(5) I understand that I have the right to access my medical information and copies of medical records in accordance with California law, that these services may not be covered by insurance and that if there is intentional misrepresentation, therapy will be terminated.

I have read and understand the information provided above, which has also been explained to me verbally. I have discussed it with my psychotherapist, and all of my questions have been answered to my satisfaction.

SOCIAL NETWORKING AND INTERNET SEARCHES:

At times I may conduct a web search on clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss it with me. I do not accept friend requests from current or former clients on my personal or psychotherapy related profiles on social networking sites due to the fact that these sites can compromise clients' confidentiality and privacy. For the same reason, I request that clients do not communicate with me via any interactive or social networking websites. I cannot control your choice to "follow" my blog, my Twitter account, or my professional Facebook page posts. However, I will not respond, and you should be aware that following me may compromise your confidentiality. Texting is not encrypted, nor is e-mail. I do not conduct psychotherapy via text or e-mail. Texting for the purposes of scheduling/rescheduling is acceptable.

CONTACTING YOUR PSYCHOTHERPIST:

Dr. Gretchen Kubacky is often not immediately available by telephone. When she is unavailable, the telephone is answered by voice mail that is monitored frequently. She will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If she will be unavailable for an extended time, she will provide you with the name of a colleague to contact, if necessary.

PROFESSIONAL RECORDS:

The laws and standards of the psychology profession require that professional records be kept. These are maintained, under lock and key, for a minimum of seven years. You are entitled to receive a copy of the records unless Dr. Gretchen Kubacky believes that seeing them would be emotionally damaging, in which case Dr. Gretchen Kubacky will send them to a mental health professional of your choice.

CONFIDENTIALITY:

As was noted above, privacy and confidentiality are of utmost importance to Dr. Gretchen Kubacky. In general, law protects the privacy of all communications between a patient and a psychotherapist. Sometimes confidential information must be disclosed, for example, in case of suspected child abuse, elderly abuse, or for some other legal reasons. The provisions explaining when the law requires disclosure are described to you in the Notice of Privacy Practices that you received with this form.

Major exceptions to maintaining your confidentiality: Whenever enter your psychological status as an issue in an issue in a legal proceeding, you have waived the right to past, present, or future confidentiality of any psychological services provided to you. Dr. Gretchen Kubacky might therefore be ordered to provide this information as part of a court proceeding. Some situations legally require that Dr. Gretchen Kubacky take action to protect others from harm, even if it has to reveal information as a part of a court proceeding. Some situations legally require that Dr. Gretchen Kubacky take action to protect others from harm, even if it has vital information about a patient's treatment. For example, if Dr. Gretchen Kubacky believes that a child, elderly person, or disabled person is being abused, she must file a report with the appropriate state agency.

If Dr. Gretchen Kubacky believes that a patient is threatening serious bodily harm to another, she is required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, Dr. Gretchen Kubacky may be

obligated to seek hospitalization for him/her or to contact others that can provide protection. These situations rarely occur, but if such a situation occurs, every effort will be made to full discuss it with you before taking any action.

If you desire, for the benefit of your physician or a future mental health provider, Dr. Gretchen Kubacky can release information to other parties, but only with your written permission. Should these be necessary or desired, you will be asked to sign a separate Authorization form.

MINORS AND CONFIDENTIALITY:

If you are minor, please be aware of that the law may provide your parents right to examine your records. Your psychotherapist will typically either request that they relinquish access to your records, or will provide them only with general information about the treatment, unless it is felt there is a high risk that you will seriously harm yourself or someone else.

Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, I agree that neither I, nor my attorney, nor anyone else acting on my behalf will call on Gretchen Kubacky, Psy.D. to become a witness to testify in court, communicate with child custody evaluator/s or any other proceeding, or request a disclosure of the psychotherapy records.

Initial Here: _____

ACKNOWLEDGING SIGNATURES:

I have and read and understand this Agreement, Informed Content for Psychological Treatment and Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations carefully. I understand and agree to comply with them. I understand the Federal regulations (HIPAA) allow health services providers to disclose 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 Dr. Gretchen Kubacky might release your PHI is described in the Notice of Privacy Practices. This content is voluntary, and you may refuse to sign it now or revoke your consent later. I consent to the use or disclosure of my Protected Health Information as specified. I understand that I will be receiving (check one or more):

Individual Couples Family Group Psychotherapy

Patient's Printed Name Signature Date

Patient's Printed Name Signature Date

Gretchen Kubacky, Psy.D.

Clinician's Printed Name Signature Date

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Notice of Privacy Practices

DR. GRETCHEN KUBACKY PROVIDES THIS NOTICE TO DESCIBE HOW INFORMATION ABOUT YOU MAY BE USED AND DISLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW CAREFULLY. IT OUTLINES HOW THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) LEGISLATION AFFECTS HOW RECORDS HERE ARE KEPT AND MANAGED.

The services you are receiving here are concern your psychological status, a most private and intimate component of your life. Thus, protecting your privacy is of utmost importance. This notice explains how, when and why Dr. Gretchen Kubacky may use and/or disclose your records which are known under the HIPAA legislation as "Protected Health Information" (PHI). Except in specified circumstances, your PHI will not be released to anyone. When disclosure is necessary under the law, only the minimum amount of use and/or disclosure of your PHI necessary to accomplish the purpose of the use and/or disclosure will occur.

Safeguards Governing Your Protected Health Information:

Individually identifiable information about your past, present and future health or condition, the provision of health care to you, or payment for the health care is considered "Protected Health Information" (PHI). Your PHI results from your treatment, your payment, and other related health care operations. PHI may also be received from certain other sources, i.e., other health care providers, attorneys, etc. You and your PHI may also be receiving certain protections under the law.

If you are receiving any type of psychotherapy service, your PHI is typically limited to basic billing information placed in a file in Dr. Gretchen Kubacky's office. Only your psychotherapist and his or her supervisor have access to those files. Clinical notes taken after sessions are known as Psychotherapy Notes are not part of your PHI. Except in unusual, emergency situations, such as child abuse, or homicidal or suicidal intention, your PHI will only released with your specific Authorization.

How Your Protected Health Information May Be Used or Disclosed:

In accordance with the HIPAA act and its Privacy Rule (Rule), your PHI may be used and disclosed for a variety of reasons. Again, however, every effort is made to prevent its dissemination. Your PHI may be used or disclosed for the purpose of treatment, to obtain payment for services you receive, and for normal care operations. For most other uses and/or disclosures of your PHI, you will be asked to grant your permission via a signed Authorization that is a separate form. However, the Rule allows for certain specified uses and/or disclosures of your PHI. These consist of the following:

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): Your PHI might conceivably be shared with psychiatrists, psychologists, 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 the case of a medical emergency.
    2. For payment (P): Your PHI may be used and/or disclosed for billing and collection activities without your specific Authorization.
    3. For health care operations (O): Your PHI may be used and/or disclosed in the course of operating the various business functions of Dr. Gretchen Kubacky, i.e., during billing.

B. Uses and/or disclosures requiring your Authorization: Generally, the use and/or disclosure of your PHI for any purpose that falls outside of the definition of treatment, payment and health care operations identified above will require your signed Authorization. If you grant your permission for such use and/or disclosure of your PHI, you retain the right to revoke your Authorization at any time except to the extent that a disclosure might already have been made.

C. Use and/or disclosures not requiring your Authorization: The Rule provides that your PHI may be used and/or disclosed without your Authorization in the following circumstances:

1. When required by law: Dr. Gretchen Kubacky may use and/or disclose your PHI when existing law requires that information be reported, including in each of the following areas:
    a. Reporting abuse, neglect or domestic violence: Dr. Gretchen Kubacky may use and/or disclosure your PHI in case of suspected abuse, neglect, or domestic violence including reporting the information to social service agencies.
    b. Judicial and administrative proceedings: Dr. Gretchen Kubacky may use and/or disclose your PHI in response to an order of a court or administrative tribunal, a warrant, subpoena, discovery request, or other lawful process.
    c. To avert a serious threat to health or safety: Dr. Gretchen Kubacky may use and/or disclose your PHI in order to avert a serious threat to health or safety. For example, if your psychotherapist believed you were at imminent risk of harming a person or property, or of hurting yourself, he or she may disclose your PHI to prevent such an act from occurring.

Your Rights Regarding Your Protected Health Information (PHI):

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

A. In general, you have the right to view your PHI with Dr. Gretchen Kubacky or to obtain copies of it. You must request it in writing. You will receive a response from Dr. Gretchen Kubacky within 30 days of submission of your written request. Under certain circumstances, such as if the information may be considered harmful, Dr. Gretchen Kubacky may deny your request. If your request is denied, you will be given in writing the reasons for the denial. You have a right to have the denial reviewed. If you ask for copies of your PHI, you will be charged $0.25 per page. Your psychotherapist 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 Dr. Gretchen Kubacky to limit how she uses and discloses your PHI. While Dr. Gretchen Kubacky will consider your request, she is not legally bound to agree. If Dr. Gretchen Kubacky does agree to your request, she will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that Dr. Gretchen Kubacky is legally required or permitted to make.

C. It is your right to ask your PHI be sent to you at an alternate address or by an alternate method, e.g., e-mail. Dr. Gretchen Kubacky is obligated to agree with your request providing that it can give you the PHI in the format you requested without undue inconvenience.

D. You are entitled to a list of disclosures of your PHI that have been 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. Dr. Gretchen Kubacky will respond to your request for an accounting of disclosures within 60 days of receiving your request. 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. This will be provided to you at no cost, unless you make more than one request in the same year, in which case you will be charged a reasonable sum based on a set fee for each additional request.

E. If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that Dr. Gretchen Kubacky correct the existing information or add the missing information. Your request and the reason must be made in writing. You will receive a response within 60 days of Dr. Gretchen Kubacky's receipt of your request. Your request may be denied if it is determined that: the PHI is (a) correct and complete, (b) forbidden to be disclosed, (c) not part of Dr. Gretchen Kubacky's records, or (d) written by someone other than Dr. Gretchen Kubacky. The denial must be in writing and must state the reasons for denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objective, you still have the right to ask that your request and Dr. Gretchen Kubacky's denial be attached to any future disclosures of your PHI. If your request is approved, Dr. Gretchen Kubacky will make the change(s) to your PHI. Additionally, she will tell you that the changes have been made, and will advise all others who need to know about the change(s) to your PHI.

F. You get the right to get this notice by e-mail. You have right to request a paper copy of it as well.

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How To Complain about These Privacy Practices:

If you believe that Dr. Gretchen Kubacky has violated your individual privacy rights, or if you object to a decision made about your PHI, you are entitled to file a complaint by submitting a written complaint to Dr. Gretchen Kubacky.

Your written complaint must name the person or entity that is the subject of your complaint and describe the acts and/or omissions you believe to be in violation of the Rule or the provisions outlined in the Notice of Privacy Practices. 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 Dr. Gretchen Kubacky, or filed with the Secretary, within 180 days of when you knew, or should have known, the act or omission occurred. Dr. Gretchen Kubacky will take no retaliatory action against you if you make such complaints.

I acknowledge receipt of this Notice:

Patient's Printed Name Signature Date

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