



# WELCOME TO SOLARA PSYCHOLOGICAL SERVICES

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## **Consents, Policies, Procedures, HIPAA Compliance, Bill of Rights, & Patient Rights**

This Informed Consent form is designed to explain the policies, procedures, HIPAA compliance, and patient rights for an evaluation or psychological services with Dr. Arthur Cardona. Please thoroughly review this document as it contains information that is very important for you to know.

### **Evaluation Services**

The evaluation process takes place in four primary stages:

1. Background interview to obtain a history, review concerns, discuss the reason for the evaluation, determine what testing needs to be done, and review informed consent and evaluation procedures.
2. Testing typically may take place over a 2 to 3 hour session. There are times in which testing may take place in several 2-3 hour sessions or other arrangements based on you or your child's needs as determined during the diagnostic interview.
3. Administration and scores are to be done sometimes by a psychometrist. All psychometrists are fully trained on all psychological measures they are administering and scoring. Some of the scoring may be done using software interpretative computer programs. Interpretation and report writing is completed by Dr. Cardona. This typically ranges from 3-6 hours.
4. Feedback session (15 minutes) with client and/or child to provide interpretation about testing results, diagnostic impressions, and treatment recommendations after completion of the testing process.

In addition to the stages of the evaluation described above, other services are sometimes needed. It is often helpful for the evaluator to speak with other professionals who have worked with or are working with you or your child. This may include therapists, physicians, counselors, teachers, speech or occupational therapists. You will be asked to sign additional written consents if this is necessary. A school observation may also be recommended by Dr. Cardona to provide a better idea of how your child is functioning in the educational setting.

A comprehensive written report will be generated and copies will be provided to you as part of the evaluation costs. Typically, the written report is provided to you at the time of the feedback session. The results of the evaluation may not answer all questions about you or your child's situation. Thus, other referrals may be made to other service providers.

## **Benefits and Risks of Evaluation**

The primary benefits of an evaluation include diagnostic clarification, appropriate treatment recommendations to handle challenges and maximize strengths, a written report to facilitate services in the community or at school, and insight into the nature of your child's strengths and weaknesses. Although most individuals have a positive experience during the evaluation process, there are some risks. The person being evaluated may experience discomfort (frustration, anxiety, embarrassment, etc.). Also, it is possible that the evaluation will not answer all of your questions, and further evaluation may be needed. While the assessment and treatment recommendations are based on best practices, you or others may not agree with the conclusions based on Dr. Cardona's professional judgment. It is your decision whether to follow the recommendations.

## **Appointments and Scheduling Out**

Out of courtesy to me and other clients who are waiting for an appointment, please call as soon as possible to cancel an appointment. Testing appointments book far in advance and are difficult to book with short notice.

## **Confidentiality and HIPPA Compliance**

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 the law. There are other situations that require only that you provide written, advance consent. Your signature on this agreement provides consent for those activities, as follows:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. Unless you object, I will not tell you about these consultations unless I feel that it is important to disclose. I will note 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).
- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, or court order, or if a subpoena is served on me with appropriate notices, I may have to release information in a sealed envelope to the clerk of the court issuing the subpoena.

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, 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 request, provide a copy of any mental health report.

There are some unusual situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment.

- If I have reason to suspect that a child is abused or neglected, the law requires that I file a report with the appropriate governmental agency, usually the Child Protective Services. Once such a report is filed, I may be required to provide additional information.
- If I have reason to suspect that an adult is abused, neglected or exploited, the law requires that I report to the Adult Protective Services. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates a specific threat of immediate serious physical harm to another person or people, and I believe he/she has the intent and ability to carry out the threat, I am required to take protective actions. These actions may include notifying the potential victim or his/her guardian, contacting the police, or seeking hospitalization for the patient.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed. How else can we use or share your health information?

We are required to share your information in ways that contribute to the public good, such as public health and research. They have to meet several conditions in the law before we can share your information for these purposes, for more information see [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

- We can share health information about you for certain situations such as:
  - Preventing disease.
  - Helping with product recalls.
  - Reporting adverse reactions to medications.

- Reporting suspected abuse, neglect, or domestic violence.
- Preventing or reducing a serious threat to anyone's health or safety.
- We can use or share your information for health research.
- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we are complying with federal privacy law.
- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.
- We can use or share health information about you
  - For workers' compensation claims.
  - For law enforcement purposes or with law enforcement officials.
  - With health oversight agencies for activities authorized by law.
  - For special government functions such as military, national security, and presidential protective services.

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

### **Complaints:**

- If you feel your rights have been violated by any member of the clinic, please make complaints or voice concerns by contacting us using the information on the back page.
- You also can file a complaint with the US Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W. Washington, DC 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
- We will not retaliate against you for filing a complaint.

### **Requests for Forms, Letters, and Reports**

A comprehensive written report is included in the charges for the evaluation. There is no charge for completion of forms needed to secure pre-authorization for testing from your insurance company. However, the following charges will apply for other forms or letters that are needed, including but not limited to, letters to insurance companies for justification of diagnoses, evaluation, or treatment, letters or forms needed for schools or state agencies regarding diagnosis, treatment or information for IEP planning, letters to attorneys, etc. The charge for completion of brief forms, printed letters, or reports will be a \$25 charge. Charges for lengthy or more detailed letters will be at the hourly rate (\$150/hour) based upon the time involved in preparation. Payment for all forms must be made before the forms will be completed or the letter written. There may be some forms issued to you that I am not capable of completing. Also, be aware that in most cases, I will not be able to complete forms on the same day as they are received, and there may be a 7-day turn-around period for completion of form or letters. However, I will make every effort to be as prompt as possible in addressing your request.

### **Communication with Patient Policy**

Solara Psychological Services contact's patients via current and any future cellular phone number(s), email address(es), or wireless device(s) regarding information needed or delinquent account(s) money is owed. Our agents, collection agency, and attorneys also use automated telephone dialing equipment and artificial/ pre-recorded voice messages and personal calls, in their effort to contact you for purposes of collecting any portions of the account which is past due.

### **Telehealth Policy**

We are committed to providing you with high-quality health care such as the Doxy platform or Spruce—a secure, HIPAA-compliant telehealth service. This consent form outlines our telehealth practices, including virtual consultations, intake assessments, and the delivery of results.

Through the Doxy or Spruce platform, we offer the following services:

- Virtual Consultations: Engage with healthcare providers in real-time to discuss health issues and receive advice and treatment options.
- Intakes: Comprehensive initial assessments to understand your health needs and goals.
- Delivery of Results: Secure communication of your healthcare results via telehealth.

To participate in telehealth services, you will need:

- A reliable internet connection.
- A computer, tablet, or smartphone with a camera and microphone.

While telehealth provides convenience and access to care, there are potential risks including interruptions, unauthorized access, and technical difficulties. We have implemented protocols to minimize these risks.

All telehealth sessions on the Doxy platform are conducted over encrypted connections. All data is stored in accordance with HIPAA regulations to ensure your privacy and security.

#### **Patient Responsibilities**

- Ensure the privacy of your health information during telehealth sessions.
- Provide complete and accurate health information.
- Confirm that all required paperwork is completed and submitted before the initial interview.

In case of an emergency, disconnect and dial emergency services immediately. Telehealth is not suitable for emergency situations.

### **Insurance and Bills of Rights**

We are required to obtain insurance information prior to the appointment. If a patient fails to have insurance at the time of the appointment, we have the right to cancel and reschedule your appointment or the patient will be considered “self- pay” and will need to pay upfront before services are rendered. **PAYMENT IS EXPECTED AT THE TIME OF SERVICES.** We do accept all major credit cards, personal checks, money orders, cashier’s checks, and cash.

1. We will not balance bill you whether you had services from our outpatient clinic or while you were inpatient at Red River Hospital. We accept assignments on all claims. This means we will not try to collect any money above what your insurance allows for the charge. When we collect money from you it is because **your insurance** has informed us that we are to collect the copay, deductible and/or coinsurance amount from you. This is the amount your insurance allows but does not pay. If you have any questions about these fees, please contact our office before your visit or contact your insurance company. It is your insurance that has set these collection amounts that we ask for you to pay.
2. There may be a time your insurance gives us incorrect benefits. We are sorry to say, since we are a specialty to most insurances, this happens more often than we would like lately. Since all private insurances have different benefits for different groups it is sometimes difficult to know whether the benefits are correct or not until we receive an EOB. If you receive a bill after the fact of your insurance processing the claim, there will be an explanation as to the reason you are receiving it.
3. Please feel free to contact our office if you have billing questions, need copies of the insurance EOB (Explanation of Benefits), or an itemized statement showing all charges and how they were processed.
4. It is a violation of your insurance contract that you signed with them if you do not pay for your coinsurance, copay, and deductible. We are also violating the terms of our contract with your insurance if we do not collect the necessary fees set forth by them. We can be terminated from the insurance contract if we do not collect from you, and if we are terminated, we can no longer see you as a patient since we will not be covered providers under your insurance.

### **Primary Care Provider Information**

**Primary Care Provider (PCP):** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

### **Communication with PCP**

☐ I **AUTHORIZE** communication with my PCP.

☐ I **DO NOT** authorize communication with my PCP.

### **Consent to Treatment**

Your signature indicates that you are voluntarily consenting to participate in mental health services provided by Solara Psychological Services, which may include but are not limited to: diagnostic assessments, psychological testing, psychotherapy, intake evaluations, treatment planning, and any adjunctive clinical services deemed appropriate by my provider(s). These services are intended to support psychological and emotional well-being and may involve discussion of personal history, sensitive topics, emotional experiences, and behavioral patterns.

If services are provided to a **minor**, you are affirming that you are the legal parent or guardian authorized to consent to treatment on behalf of the child. Understanding that while the provider may involve you in treatment planning, the minor may be entitled to privacy regarding certain matters as allowed under applicable laws and ethical guidelines.

### **Signature**

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS, CONSENT FOR TREATMENT, COMMUNICATION, AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA POLICY DESCRIBED ABOVE.

\_\_\_\_\_  
**Patient (Printed) Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

☐ Self ☐ Guardian

**Relationship to Patient**