



*Denver
Las Vegas
Salt Lake City*

**AVIATION PSYCHIATRIC EVALUATIONS
UNDER
SOUTHWEST AIRLINES SECTION 19.B.1**

This disclosure is critical to understanding the purposes of your evaluation, the uses of the report, and the limitations of this agreement.

Your evaluation will be an independent psychiatric examination. An independent psychiatric evaluation differs from a clinical assessment in a few key areas.

A doctor-to-patient relationship is not established.

The purpose of an independent psychiatric evaluation is to answer a question posed by a court, a regulatory body, a government agency, an attorney, or an employer. The questions that come to this office can represent any aspect of mental health or substance use. In the case of a Southwest Airlines Section 19.B.1 evaluation (hereafter, 19.B.1), the pilot's contract gives the employer latitude to request medical information, including mental health information, to verify that the pilot meets company and regulatory medical standards.

In a 19.B.1 evaluation, the pilot and Dr. Kirk do not establish a doctor-to-patient relationship. Because we are not meeting for treatment under a doctor-to-patient relationship, the usual rules of patient-client confidentiality and privilege under HIPAA do not apply. Instead, the pilot's contract in 19.B.1 spells out the rules of confidentiality and due process following the assessment.

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Defining the client relationship

It is essential to understand the distinction between a client and a person being evaluated. In your case, Southwest Airlines is the client. That said, Southwest Airlines does not have the authority to direct or otherwise influence my opinions. The client role for the airline limits the Southwest Airlines to contact me to arrange your appointment, to pay or arrange for your travel and lodging as needed and paying my fee.

Answering my questions fully helps you the most.

Please answer all questions, whether oral or written, as accurately as you can. Information that is withheld, misleading, or false might be more damaging to you than openly discussing any problems you may have had with the courts, law enforcement, an employer, or any other entity. Even if you think negative details may hurt your case, discussing the problems openly is encouraged as the added information may help place any problems into a broader context.

I do not have a duty to correct you during the evaluation if you offer misleading or erroneous information. Any information that, in my sole opinion, is deliberately withheld, deceptive or false will be identified as such in the report and can be used to form a negative opinion about your case.

The in-office evaluation is only part of the assessment.

Even though an independent assessment is not subject to HIPAA, another organization may still insist that you follow their rules for a medically protected release. Additional records can be requested by Dr. Kirk to understand your case and it is to the pilot's advantage to sign HIPAA compliant forms with third parties in those instances. Not assisting to secure the record, either by refusing to complete medical records requests, limiting what can be shared with me, or adding unnecessary delay can be noted explicitly in the report; a lack of cooperation can hurt your case. An incomplete documentary record could damage your case by leading to inconclusive or speculative findings by the examiner.

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The evaluation will render opinions. I have no authority over your case.

You may not agree with all my written opinions. How you lodge a disagreement or seek a second opinion is determined within your collectively bargained contract. Your report cannot be changed once it is considered final except at my sole discretion; changes are limited only to errors or omissions in the final report that, when corrected, change a conclusion in the document.

My opinion is contained only in the report.

I cannot give an opinion about the case until the written report is generated. I have no opinion but for the final opinion, and the final opinion is contained only in the written report. Never take a verbal comment, email, or any other form of communication to imply that I have formed an opinion about your case until the final report has been signed.

Distribution of the report

Distribution of a report is strictly governed by the contract language. I must follow those terms, but for the rare cases when preventing a life-threatening emergency supersedes contract language. The airline, through your designated Crew Assistance Program coordinator, can only receive an executive summary asserting my opinion that you are "fit for duty" or "unfit for duty."

After Southwest Airlines receives the executive summary, the company rules require that I wait until the Crew Assistance Program delegate has reviewed the executive summary before I can share it with you. When I am cleared to do so, I will send you a copy of the executive summary and the comprehensive psychiatric report. The airline never receives a comprehensive psychiatric report from me unless you on your own decide to share it.

If my findings suggest that you are "unfit for duty," I have an additional obligation to suggest to you a return to work plan. A return to work plan would be limited to a set of treatment goals, what type of professional care could help you meet those goals, and a reasonable timetable to restore aeromedical fitness. I am required to share the return to

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work plan with Southwest Airlines. The pilot is expected to share the return to work plan with SWAPA.

Please engage a lawyer if you have questions about your contract or FAA regulations.

Nothing in this agreement establishes that I have agreed to serve as an expert witness or consultant with you or an attorney. Expert witness and consultation agreements require a separate contract and will have a different fee structure.

Signature

My signature and the date below affirm that I have read and understood this agreement.

Signature

Printed Name

Date

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