



**The Brain Center**  
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## **Office Policies & Patient Agreement**

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent an agreement between us.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. I draw on a number of approaches including, but not limited to, cognitive-behavioral, solution-focused, and interpersonal. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be selective about the therapist you choose. If you have questions about my procedures, let's discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress, but there are no guarantees of what you will experience.

### **MEETINGS:**

Our first 2 to 4 sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If you are being seen for neuropsychological or psychological evaluation, the initial session involves obtaining a thorough history, followed by 1-2 multi-hour sessions involving face-to-face test administration, and a feedback session several weeks later to review evaluation results. The feedback session is scheduled at a later date to provide me with appropriate time to score and interpret test data as well as complete the report. Please note, feedback sessions will not be scheduled until all necessary forms are completed and returned to me. If psychotherapy is started, I will usually schedule one 45-minute session (one appointment hour of 45 minutes duration) weekly or biweekly at a time we agree on. Once an appointment hour is scheduled, you will be responsible for paying for it unless you provide **24 hours** advance notice (**48 hours** for testing services) of cancellation unless we both agree that you were unable to attend due to circumstances beyond your control. If we are able to find another time to reschedule the appointment within the same week, you will not be charged for your missed appointment.

Therapy Relationship: Developing a collaborative therapeutic relationship is one of the biggest predictors of therapy success. As a result, I find it vitally important to ensure our therapeutic relationship is working well so that you may feel able to explore concerns and emotions in a safe space. Therapy never involves sexual, business, or any other dual relationships that could impair my objectivity, clinical judgment, therapeutic effectiveness, or could be exploitative in nature. If you have any concerns during the course of therapy, I always invite conversation between us to work through any concerns you may have.

If we determine that it is time for therapy to end, I have found it most helpful to have at least two sessions to process the work we have done to date, discuss reactions to ending the therapy process, and provide you with any further information and/or referrals that could be helpful to you in the future.

## CONFIDENTIALITY

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except under certain conditions.

**When Disclosure is Required or May Be Required by Law:** There are some circumstances where disclosure is required or may be required by law. These include the following:

- 1.) Where there is a reasonable suspicion of child, dependent, or elder abuse or neglect. I am required to report this information to the Indiana Department of Child Services or the Adult Protective Services agencies, depending on the age of the individual at risk.
- 2.) Where a client presents a danger to self. If the 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.
- 3.) When a client presents a danger to others. If I believe that a patient is threatening serious bodily harm to another person, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- 4.) Duty to report if the patient presents a "serious and present danger to the health of others" under the following conditions: (a) The carrier engages repeatedly in a behavior that has been demonstrated epidemiologically (as defined by rules adopted by the state department under IC 4-22-b) to transmit a dangerous communicable disease or that indicates a careless disregard for the transmission of the disease to others (IND. CODE ANN. § 16-41-7-1)
- 5.) Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by me. If I receive a court order to turn over my records, I am required to do so by law.

No authorization from you is required to release protected health information about you under the following circumstances:

- 1.) For "legitimate business practices" (i.e. submission of claims for payment from third parties, collection of accounts, litigation defense, quality assurance, peer review, scientific, statistical, and educational purposes).
- 2.) I may consult from time to time with other mental health professionals regarding clients to provide you with the best possible care. Each client's identity remains completely anonymous and other mental health

professionals are legal and ethically bound to maintain client confidentiality just as I am. Unless you specifically state otherwise, I will not tell you about the consultations, unless I believe it is important for our continued work. If, I believe, it is important to consult with another mental health professional in a more in-depth nature, I will explicitly discuss this with you and ask you to sign a release of information allowing me to share your information with that individual.

3.) I sometimes have other business professionals in the office to manage the upkeep of the office (cleaning staff, repair workers, etc.) As required by HIPAA, I have a formal business associate contract with these businesses in which they promise to maintain the confidentiality of PHI except as specifically allowed in the contract or otherwise required by law.

4.) To a coroner or medical examiner, in the performance of that individual's duties.

5.) If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

6.) If a patient engages, or attempts to engage, in violence against me or my property, I will disclose this information to the proper authorities. This behavior may also result in automatic discharge from services.

7.) You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you for various purposes. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. By signing the Consent to Treatment document, you agree that I can provide requested information to your carrier.

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 at our next meeting. I will be happy to discuss these issues with you if you have further questions, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney. If you request, I will provide you with relevant portions or summaries of the state laws regarding these issues.

## **COMMUNICATION POLICIES**

Phone: Feel free to leave a message on my confidential voicemail if I am unable to answer. I strive to return all phone communication within 48-business hours of receiving your message. I am not available outside of office hours. As a result, in the event of an emergency, please dial 911 or go to your nearest emergency room. You can also go directly to psychiatric emergency departments including the following:

1.) St. Vincent's Stress Center 8401 Harcourt Road Indianapolis, IN 46260 (317) 338-4800

2.) Community Hospital North 7165 Clearvista Way Indianapolis, IN 46256 (317) 621-5100

I am often not immediately available by telephone. While I usually am in my office most days, I do not answer the phone when I am with a patient. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you leave me a message, please inform me of some times when you will be available.

Email: Email is not a fully secure method of communication nor is it HIPAA compliant. While I use email for occasional scheduling concerns, please note that I cannot guarantee that the information can be kept confidential, and you should use email at your own risk. For instance, if you choose to use email to contact

me, and my email is “hacked,” your information could be compromised. In addition, I do not check email as regularly as I do voicemail, so please do not use e-mail for emergencies. Please do not email me about clinical matters because email is not a secure way to contact me. If you need to discuss a clinical matter with me, please feel free to call me so we can discuss it on the phone or wait so we can discuss it during your therapy or testing session. Any clinical information sent via email will be addressed during clinical session times. Please note that all communication sent to me, including via email, will become a part of your medical record. I use email communication only with your permission and only for administrative purposes, like setting and changing appointments, billing matters and other related issues, unless we have made another agreement. The telephone or face-to-face context simply is much more secure as a mode of communication.

Social Media: In order to maintain your confidentiality, I do not communicate with, accept “friend requests,” or accept requests to follow any of my clients on social media platforms including, but not limited to, Facebook, Twitter, or LinkedIn. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. This is because these types of casual social contacts can create significant security risks for you. I also believe that communications with clients online have a high potential to compromise the professional relationship.

Web Searches: I will not use web searches to gather information about you without your permission. I believe that this violates your privacy rights; however, I understand that you might choose to gather information about me in this way. In this day and age, there is a considerable amount of information available about individuals on the internet, much of which may actually be known to that person and some of which may be unknown or inaccurate. If you encounter any information about me through web searches, or in any other fashion, please discuss this with me during our time together so that we can address it and its potential impact on your treatment.

Recently, a trend has emerged for clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and related errors because of confidentiality restrictions. If you encounter such reviews of me, or any professional with whom you are working, please share it with me so we can discuss it and its potential impact on your therapy.

## FINANCIAL POLICIES

Fees & Payment: Payment is due at the time of service unless we agree otherwise or unless you have insurance coverage which requires another arrangement. Below is the fee schedule for 2019. If my fees are expected to change, I will provide at least 60 days’ notice to you:

- 45-minute therapy session (38-52 minutes): \$150
- 60-minute intake session: \$200
- 60-minute therapy session (53-60 minutes): \$175
- 75-minute therapy session: \$225
- Neuropsychological/Psychological/Psychoeducational testing:
  - \$2500 for a full evaluation (including intake, testing time, scoring, interpretation, report writing, and feedback session) [Does not apply to legal/forensic evaluations]
  - or—
  - \$250/hour for other evaluations that do not require a full, comprehensive evaluation
  - For fee-for-service evaluations: Payment is due in full at the end of your first appointment in order for the remaining testing appointments to be scheduled. If you cancel an assessment appointment with less than **48-hour** notice, you will be charged. Please refer to the “Late Cancellations and No-Shows” section for more information.

- Educational consultation: \$250/hour (including travel and attendance)
- Legal proceedings: \$300/hour (including travel, preparation, and attendance paid in-full prior to the court appearance)
- Preparation of documents (including letters, forms): \$25/15-minute increment (15-minute minimum)
- Returned check fee= \$35

If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$300 per hour for preparation and attendance at any legal proceeding, at a minimum of 4-hour increments due to having to clear portions of my schedule. Payment, in full, for legal services is expected 48-hours prior to any court appearance; otherwise, I will not be able to appear.

Please notify me if any problems arise during the course of therapy regarding your ability to make timely payments. If your account has not been paid for more than 60 days, and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a patient's treatment is the name, the nature of services provided, and the amount due.

Insurance Reimbursement: I am an in-network provider with the following insurance companies: Medicare, Anthem/Blue Cross Blue Shield, Pro Health, UHC/Optum Behavioral Health, and Humana Military/Tricare East. It is important you know that, by choosing to use your insurance benefits, the insurance company reserves the right to request mental health diagnoses, treatment plans, clinical notes, or in some cases, the full clinical record. In these cases, I will make every effort to release the minimum amount of information necessary for the requested purpose. Although insurance companies report their commitment to protecting your health information, I cannot guarantee the privacy of your information once it leaves my possession. This information will become part of the insurance company files and will probably be stored in a computer. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it.

If you have a health insurance policy, it will usually provide some coverage for mental health treatment, although it is important to note that not all issues/conditions/problems are reimbursed by insurance companies. If I am not an in-network provider with your insurance company, you may consider looking into out-of-network benefits. I am happy to provide you with a document called a superbill, which contains your identifying information, session and services codes, as well as appropriate diagnosis code(s). You can then choose to submit this form to your insurance company, and many times, they will reimburse you for a portion of the service rendered. It is important to note that, you (not your insurance company) are responsible for full payment of my fees. Payment is due at the time of service. It is very important that you find out exactly what mental health services your insurance policy covers.

Once I have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above, unless prohibited by contract. If you chose to pay for my services yourself, rather than utilize in-network insurance benefits, I will ask to sign a separate agreement indicating your choice.

Late Cancellations and No-Shows: The appointment time for which you are scheduled is especially for you. As a result, I require a 24-hour notice for cancellations of therapy appointments and a 48-hour notice for

cancellations of assessment appointments. If you do not provide the appropriate amount of notice of cancellation, I charge the following:

- 1<sup>st</sup> occurrence: No charge
- 2<sup>nd</sup> occurrence: Half the price of the service
- 3<sup>rd</sup> and subsequent occurrence in one year: Full price of the service

If we are able to reschedule your appointment within the same week, I will not charge you for your missed appointment. If you begin canceling appointments on a regular basis, it will be important to discuss whether this still feels like a good time to pursue services. If you are running late for your appointment, please call or email me as soon as you can to let me know you will be late. If I do not hear from you by 20 minutes into your session, I will call to check on you and may assume you do not plan to attend your session. If you are late for your session, we will still end at our regular time so that I have time to prepare for my next appointments and I can be on time for them.

If I have a planned absence, and I will not be in the office, I will provide you with as much notice as I can so we can both plan accordingly. However, there may be times when I have to cancel your appointment with very little notice due to unforeseen circumstances (i.e. illness, emergency situations, or weather conditions). If this occurs, I, or other office staff, will contact you to inform you of the cancellation and a plan for rescheduling. I will also have an outgoing message on my voicemail indicating my absence.

### **Records Review**

The laws and standards of my profession require that I keep treatment records. Unless otherwise agreed to be necessary, I retain clinical records only as long as is mandated by Indiana state law. If you have concerns regarding the treatment records, please discuss them with me. You are entitled to receive a copy of the records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to an appropriate mental health professional. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. I recommend that you review them in my presence so that we can discuss the contents. Patients will be charged an appropriate fee for any time spent in preparing information requests.

If a third party is requesting and requiring that psychological testing be completed, that third party is considered the holder of privilege and has the right to records. As a result, if you wanted to request your records, you would need to do so with that third party, rather than with me.