

# **RIVER PARK PSYCHOLOGY CONSULTANTS, LLC**

*Individual Practitioners*

*www.riverparkpsych.com*

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## **(OFFICE POLICIES)**

### **PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

Welcome to my practice. 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 federal law that provides new privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of 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 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 (The Acknowledgment Notice) that I have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign 'The Acknowledgment Notice', it will also 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 are experiencing. There are many different methods I may use to deal with the problems that you hope to address. 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.

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 many benefits. Psychotherapy 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.

If you are presenting at our office for psychotherapy, and not a psychological evaluation, our first session involves an evaluation of your needs. At that time, I will be able to offer you some first impressions of what our work will include and an initial treatment plan to follow. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Psychotherapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should 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.

#### **MEETINGS**

If you begin psychotherapy with me, I will usually schedule one 45 to 50-minute session generally no more than once per week at a time we agree on. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [except if we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled or missed sessions. [If it is possible, I will try to find another time to reschedule the appointment.]

### **PROFESSIONAL FEES**

My per-session fee is \$125. In addition to psychotherapy appointments, I can charge this amount for other professional services you may need including report writing, telephone conversations lasting longer than 30 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. [Because of the difficulty of legal involvement, I charge \$250.00 per hour for preparation and attendance at any legal proceeding.]

### **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office during business hours, I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by my office staff or secure voice mail. 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 are difficult to reach, please inform me of times when you will be available. If you are in need of emergency services, call 911. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

### **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 (consent) form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide acknowledgement, 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. I will probably not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record.
- My office may contact my home or other designated location and leave an email, fax, correspondence through the postal service, or a message on voice mail, or in person in reference to any items that assist my office in carrying out treatment, payment, and healthcare operations, such as following up on insurance matters.
- You should be aware I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. My staff is bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any protected information outside of the practice.
- I also have contracts with the management company for the building, my accountant, and the document shredding company,). As required by HIPAA, I have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.
- 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 the professional services I provided, 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 a court order. 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 you file a worker's compensation claim, and I have examined or treated you in regard to such claim, I must, upon appropriate request, provide a report to the patient's employer or the employer's insurance company.

There are some 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. These situations are unusual in my practice. 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.

- If I have reason to suspect that a child under 18 has been injured as a result of physical, mental or emotional abuse or neglect or sexual abuse, or that an adult has been or is being abused, neglected or exploited or is in need of protective services, the law requires that I file a report with the appropriate government agency, usually the Department of Social and Rehabilitation Services. Once such a report is filed, I may be required to provide additional information
- If a patient communicates an imminent, specific threat of harm against a specific individual and I believe that there is a substantial risk that the patient will act on that threat in the foreseeable future, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

### **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, and any reports that have been sent to anyone, including reports to your insurance carrier. Unless I believe that access is reasonably likely to cause substantial harm [or where information has been supplied to me by others confidentially], you may examine and/or receive a copy of your Clinical 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. , I charge a copying fee of \$1.00 per page (and for certain other expenses).

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes cannot be sent to anyone else, including insurance companies without your written, signed Authorization.

## **PATIENT RIGHTS**

### **MINORS & PARENTS**

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I can also provide parents with a summary of their child's treatment when it is complete.

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise, or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested

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 which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. [If such legal action is necessary, its costs will be included in the claim.]

### **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services

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. 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. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. By signing "The Acknowledgement Notice", you agree that I can provide requested information to your carrier.

It is important to remember that you always have the right to pay for my services yourself instead of using your health insurance [unless prohibited by contract].