

SPRING PSYCHOLOGY



Noah Spring, Psy.D., HSPP, NRHSP
Licensed Clinical Psychologist
450 East 96th Street Suite 500 - #6030
Indianapolis, IN 46240
Tel: (317) 421-9330

OUTPATIENT SERVICES 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. 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 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.

Our first few 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. 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 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

I normally conduct an evaluation that will last from 2 to 4 sessions. 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 psychotherapy is begun, I will usually schedule one 45-minute session (one appointment hour of 40-55 minutes duration) per week at a time we agree on, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation, regardless of the reason.

PROFESSIONAL FEES

Payment is due at the time of service unless we agree otherwise or unless you have insurance coverage which requires another arrangement. Below is my current fee schedule. My fees are subject to change at my discretion.

- 45/60-minute psychotherapy session: \$235.
- Intake session: \$235.
- Psychological evaluation (intake, testing and interpretation, report writing, and feedback session): \$1,350; significant records review and/or additional services: \$235 per hour.
- Other hourly fee: \$235 per hour
- Legal work/proceedings: \$300 per hour (including travel, preparation, case/records review, and attendance paid in-full prior to the court appearance).
- Preparation of documents (including letters, forms): \$25 per 15-minute increment (15-minute minimum).
- Returned check fee: \$35.

BILLING AND PAYMENTS

Please notify me if any problems arise during the course of your treatment regarding your ability to make timely payments. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. If your balance 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 his/her name, the nature of services provided, and the amount due.

INSURANCE REIMBURSEMENT

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, 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. I will make every effort to release the minimum amount of information necessary for the requested purpose. This information will become part of the insurance company files and will probably be stored in a computer. Although insurance companies report their commitment to protecting your health information, I cannot guarantee the privacy of your information once it leaves my possession. 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

Once we 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.

LATE CANCELLATION AND NO-SHOWS

The appointment time for which you are scheduled is especially for you. There are many reasons why it is important to reserve it this way. As a result of these reasons, 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 for any reason, I will need to charge the full price of the service, regardless of the circumstances. 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 contact me as soon as you can to let me know that you will be late. If I do not hear from you by 20 minutes after your session was scheduled to begin, I will 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 will not be in the office, I will provide you with as much notice as I can so that 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 (e.g., illness, emergency situations, or weather conditions). If this occurs, I will contact you to inform you of my lateness or the cancellation and with a rescheduling plan.

CONTACTING ME

I am often not immediately available by telephone. While I am usually in my office between 8 AM and 6 PM Mondays through Fridays, I will not answer the phone when I am with a patient. I do regularly check my voicemail, email, and text messages. I will make every effort to return your call on the same day you make it, with the exception of my days off or holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your physician or the nearest emergency room and ask for the psychologist or other mental healthcare clinician on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. If there is an emergency, you may also choose to go directly to the psychiatric emergency department of a hospital such as these two:

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

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

Email and Text Messaging

Email and text messaging are not fully secure methods of communication nor are they HIPAA compliant or encrypted. While I use my email and work cell phone (both password-protected) for scheduling and occasional and brief therapeutic contact, please note that I cannot guarantee that the information can be kept confidential, and you should use email/texting at your own risk. For instance, if you choose to use one of these methods to contact me and my email is “hacked,” your information could be compromised. In addition, I sometimes do not check email or text messages as often as I do voicemails, so please do not use these methods for emergencies. For the protection of your private health information, I would suggest that you try to not email or text me about clinical matters because these are not secure ways to contact me. In most cases, it may be better to call me so that we can discuss it on the phone or write it down and wait to discuss it in our next therapy session. All communication sent to me can become a part of your medical record. We will only use electronic methods of communication with your permission and typically for administrative purposes, such as setting and changing appointments, billing matters, and other related issues, unless we have made another agreement. Telephone and face-to-face context is a much more secure 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 connection with you, I will cancel that connection. This cancellation is because these types of casual social contacts can create significant security risks for you. I also believe that communications with clients online can 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 an incredible 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 entirely 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.

Furthermore, a recent trend has emerged for clients to review their healthcare provider on various websites. To the best of my knowledge, I have never received a “negative” review on such a platform. However, these can sometimes occur the longer a clinician is in practice. Unfortunately, mental health professionals cannot always respond to such comments and any associated errors because of confidentiality restrictions. If you encounter any kind of review of me, either positive or negative, or any professional with whom you are working, please share it with me so that we can discuss it and its potential impact on your therapy.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep treatment records. 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 cause emotional damage or upset, 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. If you wish to see your records, 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.

PROFESSIONAL RECORDS OF MINORS

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. If your parents agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

CONFIDENTIALITY

In general, the privacy of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with your written permission. There are a few exceptions.

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 (1 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.

Furthermore, 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.) In couples' and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. I use my clinical judgment when revealing such information. I will not release records to any outside party unless I am authorized to do so by all adult parties who were part of the family therapy, couples' therapy, or other treatment that involves more than one adult client.

A note about confidentiality in the context of couples' work: In order to build trust within the couple dyad, it is important that everyone is on the same page. As a result, I have a "no secrets" policy. If one partner informs me of information without their partner present, that information will be available to the other partner.

4.) 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 agreement 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.

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

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

7.) 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.

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. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.