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PRACTICE POLICIES

Welcome to my practice. This document (the Agreement) 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 new 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 (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which accompanies this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information in the first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign the Consent for Treatment document, 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. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, 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 & PROFESSIONAL FEES

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. Sessions are scheduled for 45-minutes plus documentation and my fees are **\$180** for the intake evaluation and **\$150** for each subsequent therapy session. I charge **\$200** per hour for other professional services you may need, prorated for periods of less than one hour. Other services include report

writing, telephone conversations lasting longer than **15 minutes**, consulting with other professionals on your behalf, preparation of records or treatment summaries, and the time spent performing any other service you may request of me. I have a **24-hour notice cancelation policy** for canceling or rescheduling sessions and I charge full fee for any missed or late canceled sessions. I will attempt to reschedule sessions within the same week and may waive the charge when I have an opening and with a valid reason. Insurance will not reimburse for any portion of a missed or late canceled session.

If you have a health insurance policy, it may provide some coverage for mental health treatment. I am **not** an in-network provider for any insurance as of May 25, 2019. By not being in-network with any insurance, I can support you in controlling and minimizing the amount of information that is released about you. If requested, I will provide you with a monthly **Superbill** which will allow you to request out-of-network reimbursement from your insurance company. If you are interested in this option, you should clarify your out-of-network benefits before starting therapy. If you elect to use out-of-network benefits, you are choosing to disclose that you are in treatment, a diagnosis, and session dates and types. However, the insurance company cannot request additional PHI at their discretion, as they can with in-network providers.

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 **\$350 per hour** for preparation, travel, waiting, and attendance at any legal proceeding. **If you ever become involved in a divorce or custody dispute, I want you to understand and agree that I will not provide evaluations or expert testimony in court.** You should hire a different mental health professional for any evaluations or testimony you require. Child and Family Investigators (CFI) and Parental Responsibilities Evaluators (PRE) are trained and have the resources to provide parenting recommendations in a manner that a psychologist providing therapy does not. This position is based on two reasons: (1) My statements will be seen as biased in your favor because we have a therapy relationship; and (2) the testimony might affect our therapy relationship, and I must put the therapy relationship first. This is especially true for the children that I see, as to provide effective therapy I need to maintain a working relationship with both parents.

CONTACTING ME

When you need to contact me outside of in-person sessions, please use one of the following options. Please use a secure method if possible and feasible to reduce risks of third party access to communication.

- **By phone at 208-758-8989 (Idaho) or 303-862-2501 (Colorado).** You may leave messages on the voicemail, which is confidential.
- **By secure messaging.** You can message me securely through your **Simple Practice Patient Portal** and the **Spruce App** using internal messaging.
- **Non-secure text.** If you text me directly using SMS, I will still get the message, but it will not be secure. You can choose this option for basic scheduling and administrative issues, as long as you understand and agree to the risks.
- **By encrypted email.** I use a **Hushmail** account, contact@drjodykircher.com, which allows for encrypted email to be exchanged. Not all emails are encrypted, but we can set it up easily. Please request that I send you an encrypted email and then you can reply to ensure information security. This protects the contents of the email, however there might be a log of the email exchange that could be accessed by third parties.
- **Unencrypted email.** You can choose this option for basic scheduling and administrative issues, as long as you understand and agree to the risks.

- **By secure video.** I use **Simple Practice** secure video for video sessions. If we schedule a Telehealth video session, I will send you a session specific link that allows you to connect without needing to download any software.
- **By Fax at 720-306-5226 or 208-758-8988** for secure documents
- I offer **session reminders** by email, text, or call. These messages are not encrypted, but also don't contain any clinical information. You can choose which or any of these reminders to receive. Please consider your privacy and ask any questions before electing reminders.

Please refrain from making contact with me on any social media, as this is not private or secure. You are welcome to read and share any publicly posted material, but please refrain from posting any comments, following, or liking my posts, as could compromise your privacy. I will not respond to any comments to protect your confidentiality.

I am often not immediately available to respond to messages. I will make every effort to return your message within 24 hours, with the exception of weekends and 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, please contact your family physician, call 911, or go the nearest emergency room and ask for the psychologist or mental health clinician on call.

You can also call or text the **National Suicide Prevention Lifeline at 1-800-273-8255**. If you are in Colorado, you can also call **Colorado Suicide & Crisis Hotline at 303-860-1200**. If your are in Idaho, you can also call the **Northern Idaho Crisis Center at 208-625-4884** or call or text **Idaho Suicide Prevention Hotline at 208-398-4357**.

If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary in my absence.

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 or Release of Information form that meets certain legal requirements imposed by HIPAA.

There are other situations that require only that you provide written, advance consent. Your signature on the Consent for Treatment 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. If you don't object, I will 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.
- I also have contracts with Therapy Notes, Simple Practice, Hushmail, and Spruce. 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 you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.

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

- 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.
- If a patient communicates a serious threat of imminent physical violence against a specific person or persons, I must make an effort to notify such person; and/or notify an appropriate law enforcement agency; and/or take other appropriate action including seeking hospitalization of the patient.
- If I have reasonable cause to know or suspect that a child has been subjected to abuse or neglect or if I have observed a child being subjected to circumstances or conditions which would reasonably result in abuse or neglect, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that an at-risk adult has been or is at imminent risk of being mistreated, self-neglected, or financially exploited, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
- If you are involved in a court proceeding and a request is made for information concerning my professional services, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your written authorization, or a court order. If you are involved 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 am 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 am required to submit a report to the Workers' Compensation Division.

If any of the above situations arise, 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.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information (PHI) about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and others or where information has been supplied to me confidentially by others, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Since these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you request a treatment summary or initially review them in my presence. You can also have the records forwarded to another mental health professional, so you can discuss the contents with support. In most situations, I am allowed to charge a copying fee of \$1 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the

location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; restricting disclosures when you have paid for your care out-of-pocket; notification if there is a breach of your unsecured PHI; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS & PARENTS

If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential. In Colorado, minors over 15 years of age can seek treatment on their own, but their parents may still be legally able to access their records. When possible, before giving parents any information, I will discuss the matter with the child or adolescent, and do my best to handle any objections he/she may have. If I feel that the child is in danger or is a danger to someone else, I will notify the parents or other needed professionals of my concern immediately.

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.

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.

I truly appreciate the chance you have given me to be of professional service to you, and look forward to a successful relationship with you. If you are satisfied with my services as we proceed, I (like any professional) would appreciate your referring other people to me who might also be able to make use of my services.