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## **Springfield Psychological Center, LLC**

### **Policies for Our Practice**

Please read this information carefully. It describes policies we have adopted for our practice. Be sure to raise any questions you may have at your first meeting.

### **Psychological Services**

The Springfield Psychological Center (SPC) offers psychological evaluations, psychotherapy and consultation. Psychological evaluation and psychotherapy are unlike visits with a medical doctor where a symptom may dictate a particular treatment. In our practice, every person's situation is unique.

Psychotherapy may be characterized as a series of discussions between you and your therapist for the purpose of understanding your emotional discomfort and making your life more manageable. At times, psychotherapy will be directive with specific instructions, tasks and homework assignments. To be truly successful, psychotherapy requires active participation by the client, both during and between sessions. Unfortunately, there is no guarantee psychotherapy will resolve your problems. However, most people who undertake treatment report significant and enduring reduction in their feelings of distress, resolution of specific problem issues and more satisfying relationships.

Psychological evaluation and consultation, like therapy, have both risks and benefits. Although the results may clarify one's levels of intellectual functioning or personality traits, the findings may be different than those anticipated.

### **Psychological Testing**

For any psychological testing, your insurance benefits might be specific to this procedure. After completion of testing, there will be a psychological report compiled by the clinician. During the testing process, additional time is needed for the psychologist to score, interpret, and draft psychological reports. This time will be billed separately from an office visit. If you carry insurance, the insurance will be billed for the report. You are responsible for any copay, coinsurance, or deductibles that the insurance finds you responsible for. If you do not have insurance and are requesting testing, you will be responsible for the whole amount. A completed financial agreement is required prior to scheduling testing appointments after the initial visit. Options include paying a \$500.00 retainer that will apply to psychological testing services provided (with patient paying any balance over retainer at end of testing), or placing a credit card on file with a minimum balance established that will be processed monthly.

### **Appointments and Cancellations**

Please bring the signed form to our first session. Every effort will be made to schedule appointments that are mutually convenient. If it becomes necessary for you to cancel, at least 24 hours notice must be given. If less than 24 hours notice is given, you will be expected to pay for that appointment. (Insurance companies will not reimburse for cancelled or missed sessions.) In the event of a crisis necessitating an emergency visit, please inform the office manager so she can consult with the psychologist/counselor toward the timely creation of an appointment. Our office manager will attempt to remind you of your appointment with a call the day before unless you request otherwise.

### **Payment and Insurance**

Please know your insurance coverage. Pay special attention to annual limits, deductible amounts you must pay yourself, percentages of charges your insurance pays, and any waiting period if your insurance is new.

We will complete your insurer's claim forms, but it remains **your** responsibility to guarantee payment and to follow up with your insurance company if there are any questions. Billing is generally by the month. It is expected that payments will be made on a timely basis ----within one month of billing.

Although optional, we request you leave a credit card on file for therapy appointments. With your written consent, SPC will charge your card when there is a balance on the patient account. Our policy is that if a patient account has a balance of over \$500 after insurance has been processed, a credit card on file is required, along with a payment plan that is worked out with our office manager. We accept Master Card and Visa. For testing, a financial agreement is required prior to scheduling appointments.

You should be aware that for claims to be processed, insurance companies require a diagnosis and, occasionally, other information. By law, such information cannot be released by insurance companies without your specific, informed consent. By signing the registration form, you are agreeing to the release of this information.

If you request, it is our policy to send a brief letter to referral sources at no extra cost; however, occasionally a longer report is needed. There is an extra charge for such reports. Insurance sometimes does not cover these costs. You should check with your insurance company regarding their policies.

### **Confidentiality**

Communications between clients and staff of the SPC are confidential, in accord with professional ethics and in compliance with the law. However, there are some exceptions to this rule. While these limits may not be at all relevant to your particular situation, we are legally obligated to inform you about them. The following are conditions in which disclosure can be made without your consent.

1. In order to protect you or others if:
  - a. you present an immediate danger to yourself;
  - b. you share an actual plan to harm another person;
  - c. there is cause to believe you pose a danger of physical violence to another.
2. In case of child or elder abuse, which must be reported to appropriate State agencies.
3. In order to collect debts or to protect SPC or the representation thereof in a court action.
4. In certain legal proceedings should a court of law issue an order requiring the release of confidential information.
5. With colleagues about my work with you (never revealing your identity) for professional consultation. In any case, only appropriate and necessary information will be provided.

In accordance with HIPAA, patients:

1. Have the right to restrict certain disclosures of Protected Health Information (PHI) to a health plan if they pay out-of-pocket in full for the healthcare service.
2. Have the right to be notified if there is a breach of their unsecured PHI.
3. Must sign an authorization before you can release their PHI for any uses and disclosures not described in the Privacy Notice.

#### Breach Notification

1. What is a breach? The HITECH Act added a requirement to HIPAA that psychologists (and other covered entities) must give notice to patients and to The U.S. Department of Health and Human Services (HHS) if they discover "unsecured" PHI has been breached. A "breach" is defined as the acquisition, access, use or disclosure of PHI in violation of the HIPAA Privacy Rule. Examples of a breach include: stolen or improperly accessed PHI; PHI inadvertently sent to the wrong provider; and unauthorized viewing of PHI by an employee. PHI is "unsecured" if it is not encrypted to government standards.
2. When the practice becomes aware of or suspects a breach, the practice will conduct a risk assessment. The practice will keep a written record of that risk assessment.

3. Unless the practice determines that there is a low probability that PHI has been compromised, the practice will give notice of the breach.
4. The risk assessment can be done by a business associate if involved in the breach. While the business associate will conduct a risk assessment of a breach of PHI in their control, the practice will provide any required notice to patients and HHS.
5. After any breach, particularly one that requires notice, the practice will re-assess its privacy and security practices to determine what changes should be made to prevent the re-occurrence of such breaches.

There are a number of additional less common situations in which Illinois law permits or mandates disclosure. While the goal is informed consent, SPC is obligated to comply with such mandated disclosures. Of course, whenever you wish to give expressed written consent, we are able to share information about you. (Please refer to NOTICE OF PRIVACY PRACTICES for more detail)

## **Confidentiality for Children**

We are all parents and fully understand the desire of parents to know what their children discuss in psychotherapy in order to be able to help their children. In addition, Illinois law allows full access of parents to the treatment records of children under 12 years of age and limited access of parents to the treatment records of children who are between the ages of 12 and 18. However, it is the philosophy of SPC that all children should be able to confide in therapists without the possibility of their statements being reported to others, including their parents, except in cases of child abuse, very dangerous behavior, or other circumstances that are in the best interest of the child and that comply with the Illinois State statutes.

Often parents want to obtain records, as they believe that this will be helpful to their children. We recommend against this, as we find that this is a betrayal of the trust between the child and the therapist, potentially leading to distrust of adults and a reluctance to use and benefit from counseling. Instead, we recommend that parents/guardians talk to the child's therapist and obtain parenting advice geared to the needs of their child.

Many times, parents request access to information, often on the advice of their attorneys, for use in mediation or court proceedings regarding custody or visitation. We believe that children whose parents are having marital stresses, are separated, or are divorced, have even a greater need to talk to an unbiased person about their concerns regarding the family. They need to talk without the fear of their statements being reported to their parents and/or used in court. Use of a child's statements, which have been made in confidence in a court proceeding is a significant betrayal that is potentially damaging to the child.

I have read and agree to the policies of the Springfield Psychological Center.

**(Signature of Patient)** \_\_\_\_\_

**(Signature of Guardian)** \_\_\_\_\_

**(Date)** \_\_\_\_\_