



Ochester Psychological Services, LLC
11100 Ash Street, Suite 202
Leawood, KS 66211
Ph: 913-735-5566
Fx: 913-904-1527
Web: www.mindfulkc.com

INITIAL ASSESSMENT FORM

CLIENT INFORMATION

Name: _____

Age: _____ Date of Birth: _____ / _____ / _____ Gender: _____

Home Address: _____ City/State: _____ Zip: _____

Phone: (____) _____ - _____ E-mail Address: _____

Occupation: _____ School Grade/Degree: _____

Marital Status: Single Partnered Married Separated Divorced Widowed

What is the best way to leave you a confidential message? _____

Who referred you to us or how did you hear about us? _____

RESPONSIBLE PARTY and/or EMERGENCY CONTACT INFORMATION

If the client is a child or dependent, the custodial parent or legal guardian should be listed here. If the client is an independent adult, only an emergency contact person and phone number must be listed.

Responsible Party/Contact: _____ Home/Cell Phone: (____) _____ - _____

Home Address: _____ City/State: _____ Zip: _____

Marital Status: Single Partnered Married Separated Divorced Widowed

FINANCIAL RESPONSIBILITY STATEMENT (see Client Services Agreement)

I understand that OPS does not participate with any insurance networks and payment is due at time of service. I will pay in full each visit at the following rate (please check one):

- \$150.00 per service hour (my family net income is \$100,000+ annually)
- \$120.00 per service hour (my family net income is \$75,000-99,999 annually)
- \$100.00 per service hour (my family net income is \$50,000-74,999 annually)
- \$80.00 per service hour (my family net income is under \$50,000 annually)

YOUR SIGNATURE BELOW INDICATES THAT THE CLIENT SERVICES AGREEMENT AND HIPAA PRIVACY NOTICE HAVE BEEN MADE AVAILABLE TO YOU & YOU HAVE READ AND UNDERSTAND THEM AND AGREE TO THE TERMS.

(Signature of Client or Responsible Party)

(Date)

CURRENT CONCERNS

Please give a brief summary of the **concerns** that brought you here including current stressors:

What are your **goals** in being here?

What have you **already tried**, if anything, to address your concerns?

HEALTH HISTORY

Mental health services and medications (dates, # of meetings, medications, types of treatment):

Current or past **thoughts of harming self or others**? Yes No

Medical concerns (including illnesses, allergies) & **medications** (including dates, dose & frequency):

Accidents or injuries (describe and give date or age):

Vision or hearing problems (including use of glasses/contacts, hearing aids):

Sleep difficulties or recent changes in pattern:

Concerns about or recent changes in **weight, appetite or eating**:

EMPLOYMENT HISTORY

Current job (including employer, start date, satisfaction, concerns):

Ever been **fired**? Yes No Ever received **disciplinary action**? Yes No

Military history (branch, dates, deployments, discharge status):

SEXUAL HISTORY

Sexual orientation and any sexual concerns:

History of **sexual abuse**, molestation, or rape (including ages/dates):

ALCOHOL AND UNPRESCRIBED DRUG HISTORY

Current alcohol and/or unprescribed drug use (type of substance, avg. use per week):

Past alcohol and/or unprescribed drug use (type of substance, avg. use per week, age at start/stop):

Ever **concerned** or felt guilty about your alcohol/drug use? Yes No

Ever been told had a **problem** with drugs/alcohol? Yes No

Ever experienced **withdrawal** symptoms from alcohol/drugs? Yes No

Ever **annoyed** when someone talked about your drug/alcohol use? Yes No

Ever had **treatment** for drug/alcohol use? Yes No

Ever used drugs or alcohol first thing in the **morning**? Yes No

SOCIAL HISTORY

Who lives in the **current household** and what is the relationship to each?

Nuclear family & romantic relationships (partner or spouse, children, ages, quality of relationship):

Family of origin (mother, father, siblings, ages, quality of relationship):

Cultural and/or religious background (ethnic/racial identity, languages spoken, religious affiliation):

Significant **family events** (include marriages, separations, divorces, deaths, trauma, losses, abuse, etc.):

Family history of mental health concerns (diagnoses, psychiatric treatment, medication, suicide):

Friendships (ease of making/keeping friendships, quality of relationships):

Are you **satisfied** with your relationship(s) at this time? Yes No

Legal problems, litigation history, and run-ins with the law:

Strengths, skills, hobbies and/or interests:

Anything else you would like to share that you feel is important?



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DEVELOPMENTAL HISTORY FORM

BIRTH & EARLY DEVELOPMENT

Did birth mother use **substances** (such as cigarettes, alcohol, illegal drugs) or prescribed medications during pregnancy? Yes No

Complications or concerns during pregnancy or birth:

Developmental milestones (describe any skills or abilities that came earlier or later than expected):

Hearing and vision screenings up to date? Yes No

ACADEMIC HISTORY

Preschool? Yes No

Primary education (elementary grades 1-5) history:

Secondary education (junior high & high school grades 6-12) history:

Post-secondary education (college & graduate school) history:

Ever skipped a grade or been held back? Yes No

Ever diagnosed with learning disability? Yes No

Ever been evaluated for an IEP? Yes No

Ever receive special education? Yes No

Any behavior problems in school? Yes No

Ever been expelled or suspended? Yes No

LEARNING DIFFICULTIES CHECKLIST

Please rate yourself or the client on scale of 0 to 4 for each of the symptoms listed below.

0 Never	1 Rarely	2 Occasionally	3 Often	4 Very Often	NA Not Applicable/Unknown
Reading					Rating
Poor reader for age.					
Dislikes reading.					
Makes too many mistakes when reading (like skipping words or lines or reading same line twice).					
Difficulty remembering what is read.					
Reverses letters when reading (such as b/d, p/q).					
Switches letters in words when reading (such as god and dog).					
Eyes hurt or water when reading.					
Words tend to blur when reading.					
Words tend to move around the page when reading.					
When reading, has difficulty understanding the main idea or identifying important details.					
Writing					Rating
Messy handwriting for age.					
Dislikes writing.					
Prefers to print rather than writing in cursive.					
Uses an awkward pencil grip.					
Letters run into each other or there is no space between words.					
Difficulty staying within lines.					
Problems with grammar or punctuation.					
Poor speller.					
Difficulty copying off board or from page in book.					
Trouble getting thoughts from brain to paper.					
Can tell a story but cannot write it.					
Motor Skills / Spatial Relationships					Rating
Trouble knowing left from right.					
Difficulty keeping things within columns or coloring within lines.					
Clumsy or uncoordinated.					
Difficulty with hand-eye coordination.					
Difficulty with directional concepts.					
Bumps into things when walking.					
Oral Expressive language					Rating
Difficulty expressing self in words.					
Trouble finding the right word to say in conversations.					
Talks around a subject or trouble getting to the point in conversations.					
Has poor enunciation / unclear speech.					
Mispronounces or uses the wrong word when speaking.					
Receptive Language					Rating
Trouble keeping up or understanding what is being said in conversations.					
Misunderstands people and gives the wrong answers in conversations.					
Difficulty understanding verbal directions.					
Trouble telling the direction sound is coming from.					
Problems filtering out background noises.					

Math	Rating
Poor at basic math skills (adding, subtracting, multiplying and dividing)	
Makes “careless mistakes” in math.	
Switches numbers around.	
Difficulty with word problems.	
Sequencing	Rating
Problems getting words or sounds/syllables in the right order when speaking.	
Difficulty telling time.	
Trouble using the alphabet in order.	
Trouble saying the months of the year in order.	
Abstraction	Rating
Trouble understanding jokes.	
Takes things too literally.	
Organization	Rating
Messy or disorganized.	
Shoves everything into backpack, desk, or closet or multiple piles around room or workspace.	
Difficulty planning time.	
Frequently late or in a hurry.	
Often forget assignments or tasks.	
Memory	Rating
Difficulty remembering things from past.	
Trouble remembering recent events.	
Difficulty memorizing things for school/work.	
Knows something one day but not the next.	
Forgets what to say in the middle of saying it.	
Trouble following complex directions.	
Social Skills	Rating
Has a best friend.	
Has few or no friends.	
Has trouble reading body language or facial expressions of others.	
Feelings are often or easily hurt.	
Tends to get into trouble with friends, teachers, parents, or bosses.	
Feels uncomfortable around strangers.	
Teased by others.	
Friends do not ask to do things with them, does not get together with others outside of school or work.	
Attention & Activity Level	Rating
Often fidgets or squirms or has difficulty remaining seated.	
Easily distracted.	
Difficulty awaiting turn.	
Blurts out answers before question is complete.	
Difficulty following through or shifts from one uncompleted activity to another..	
Difficulty sustaining attention to tasks.	
Talks excessively or has difficulty playing or socializing quietly.	
Interrupts or intrudes on others.	
Doesn't seem to listen.	
Loses things.	
Engages in physically dangerous activities without considering consequences.	



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CLIENT SERVICES AGREEMENT

Welcome to Ochester Psychological Services, LLC (OPS). This agreement contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a Federal law that provides privacy protections and client 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 OPS share with you a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations.

The Notice, which you have been given along with this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that OPS has 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 our initial assessment form, it will also represent this agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on OPS unless we have taken action in reliance on this agreement (for example, if you have not satisfied any financial obligations you have incurred).

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the clinician and client and the particular problems you are experiencing. There are many different methods we 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. But there are no guarantees of what you will experience.

Your first appointment (or more, in some cases) will involve an evaluation of your needs. By the end of the evaluation, your clinician will be able to offer you some first impressions of what your work may include and recommendations for getting help. One of the recommendations may be psychotherapy. If so, OPS may or may not be able to provide you with psychotherapy, depending on your overall needs. If psychotherapy or any other recommendations suggested by your clinician include things that OPS cannot provide, you will be given suggestions of where you might receive those services. Wherever you choose to obtain treatment, you should evaluate the information from

your initial assessment along with your own opinions of what sort of treatment you are willing to do and whether you feel comfortable working with the treating clinician. Therapy involves a large commitment of time, energy, and often money, so you should be very careful about the clinician you select. If you have questions about our procedures used or conclusions made by your clinician at OPS, please discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion. You are free to discontinue treatment at any time.

OPS clinicians often consult with other mental health and medical professionals in order to provide you with the best service. Our clinicians may not specifically discuss this with you unless you request it (see Limits on Confidentiality). The clinician with whom you meet may be supervised by a licensed psychologist. If that is the case, you will be informed about this by your clinician.

For professional development, your clinician may request your permission to record your session(s) on audio or video media. No recording will be done without your prior knowledge and consent. Only the supervisors or consultants directly involved in consulting on your case will have access to those recordings. Your clinician may also record for testing purposes. Recordings made for this purpose help to ensure your test responses are recorded and scored accurately. These recordings will be destroyed upon completion of the supervision, consultation, or assessment process.

MEETINGS

We normally conduct an evaluation that will last from one to two 45 minute sessions. During this time, you and your clinician can both decide if she/he is the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, your clinician will usually schedule one 45 minute appointment (one session of 45 minutes duration) per week at a time we agree on. If testing is begun, appointments may be scheduled in several 45 minute blocks over several days or weeks. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide at least 24 hours advance notice of cancellation. Late cancellations and no shows will be charged the full hourly fee.** If you need to cancel an appointment, it is your responsibility to contact OPS within 24 hours of your appointment to reschedule.

CONTACTING US

OPS staff may not be immediately available by telephone. When we are unavailable, the telephone is answered by voice mail and we receive a page. We will make every effort to return your call on the same business day. If you are difficult to reach, please inform us of some times when you will be available. If you are unable to reach us and feel that you can't wait for a clinician to return your call, contact your family physician or the nearest emergency room. In a life-threatening emergency, call 911. If your clinician will be unavailable for an extended time, he/she will provide you with the name of a colleague to contact, if necessary.

Please be cautious in your use of e-mail to contact OPS. Standard e-mail is not a secure medium in terms of privacy and confidentiality. You may wish to use our secure, encrypted e-mail system to communicate with us electronically. However, our clinicians check e-mail only intermittently and may not see your message right away. E-mail is most suitable for brief exchanges involving minimally sensitive information, such as appointment reminders and billing inquiries. You are encouraged to use our secure, encrypted e-mail system or subscribe to an encrypted email service,

such as Hushmail (www.hushmail.com), if you wish to transmit private medical information by email. E-mail is **not** an appropriate way to contact your clinician in an emergency. You should be aware that, as with any form of communication between patient and provider, e-mail communications may become part of your medical record.

OPS clinicians do not knowingly accept friend or contact requests from current or former clients on any social networking sites (Facebook, LinkedIn, Twitter, etc), blogs, or business listing sites. Adding clients as friends or contacts on these sites may compromise confidentiality and privacy. It may also blur the boundaries of the therapeutic relationship. If you have questions about this, please bring them up with your clinician.

You may find OPS listed on any number of business listing sites on the Internet. It is important to understand that OPS does not solicit testimonials from current therapy clients. You should also understand that expressing yourself on business listing sites may compromise your own privacy and confidentiality. You are encouraged to communicate your feelings about your services directly with your clinician as this can be important to the therapeutic process.

PROFESSIONAL RECORDS

The laws and standards of our profession require that OPS keep PHI about you in your Clinical Record. Your Clinical Record 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 we receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone. Except in the unusual circumstance where disclosure is reasonably likely to endanger you and/or others or when another individual (other than another health care provider) is referenced and we believe disclosing that information puts the other person at risk of substantial harm, 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 by and/or be upsetting to untrained readers. For this reason, OPS recommends that you initially review them in your clinician's presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we charge an appropriate fee for a copies and time spent on information requests. The exceptions to this policy are contained in the attached Notice Form. If OPS refuses your request for access to your Clinical Records, you have a right of review, which a clinician will discuss with you upon request. In accordance with state regulations, it is OPS policy to retain records 10 years after the last date of service or 2 years past the age of majority for minor clients, whichever is longer. OPS clinicians do not keep separate "Psychotherapy Notes".

CLIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of PHI. These rights include requesting that your clinician amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of PHI that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about OPS policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and OPS privacy policies and procedures. Your clinician is happy to discuss any of these rights with you.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. In most situations, OPS can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent, which is provided by signing this document. Your signature on the Initial Assessment Form provides consent for the following activities:

We may find it helpful to consult other health and mental health professionals about a client. During a consultation, we make every effort to avoid revealing the client's identity. The other professionals we consult with are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work with the client. We may note consultations in your Clinical Record (which is called "PHI" in our Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

In providing, coordinating, or managing your treatment and other services related to your psychological care, OPS sometimes interacts with other professionals concerning your well-being. An example of this would be when we consult with another health care provider, such as a physician.

You should be aware that we practice, although independently, in an office with other mental health professionals and that we may employ administrative staff and utilize paraprofessionals. Sometimes, we may need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All OPS staff members and paraprofessionals are given training about protecting your privacy and agree not to release any information outside of the practice without the permission of a professional staff member.

OPS may also have contracts with answering services and other business associates. If this is the case, as required by HIPAA, we will have a formal business associate contract with this/these business(es), in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract. Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where OPS is 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 your diagnosis and treatment, such information is protected by the psychologist-client privilege law. OPS cannot provide any information without a) your (or your legal representative's) written authorization, or b) 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 OPS to disclose information.
- In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he/she determines that the issues demand it.

- If a government agency is requesting the information for health oversight activities, OPS may be required to provide it for them.
- If a client files a complaint or lawsuit against OPS, we may disclose relevant information regarding that client in order to defend ourselves.
- If a client files a worker's compensation claim, and OPS has examined or treated the client in regard to such claim, we must, upon appropriate request, provide a report and/or copy of the client's record to the appropriate authority, state agency, the client's employer, and/or the employer's insurance company.

There are some situations in which OPS is legally obligated to take actions, which we believe are necessary to attempt to protect you or others from harm and we may have to reveal some information about your treatment:

- If we have reasonable cause to suspect that a child has been or may be subjected to abuse or neglect or observe a child being subjected to conditions or circumstances that would reasonably result in abuse or neglect, the law requires that OPS file a report with the appropriate state agency and/or authorities. Once such a report is filed, we may be required to provide additional information.
- If we have reasonable cause to suspect that an elderly or disabled adult presents a likelihood of suffering serious physical harm and is in need of protective services, the law requires that OPS file a report with the appropriate state agency and/or authorities. Once such a report is filed, we may be required to provide additional information.
- If we believe that it is necessary to disclose information to protect against serious bodily harm being inflicted by you upon yourself or another person, OPS may be required to take protective actions. These actions may include initiating hospitalization and/or contacting significant others (for example, relatives) and/or the potential victim, and/or the police.

If such a situation arises, your clinician will make every effort to fully discuss it with you before taking any action and we will limit our 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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

MINORS/DEPENDENTS & PARENTS/GUARDIANS

Services will not knowingly be provided to a minor child or other dependent person when any legal guardian of that dependent is opposed to it. A number of problems can arise when this is the case and it can be detrimental to the therapeutic process. It is generally in the dependent's best interest for his/her guardians to work this out between them before initiating services. A dependent's relationship with caregivers is important to his/her wellbeing and is often a central issue in therapy. In light of this, your clinician will encourage family sessions where appropriate.

While the dependent's guardian(s) may have an agreement about paying for health related appointments, OPS is not able to be an intermediary in that process. Therefore, the guardian who signs the paperwork at the initial visit will be considered the responsible party for all charges incurred.

One risk of therapy with dependent persons involves disagreement among guardians and/or disagreement between guardian(s) and clinician regarding services. If such disagreements occur, your clinician will strive to listen carefully so that all perspective(s) can be understood and explain their own perspective. Hopefully such disagreements can be resolved, but it is ultimately the guardian's choice whether or not therapy will continue. If the guardian(s) decide(s) that therapy should end, it is helpful to allow at least one closing session to appropriately end the treatment relationship.

Therapy is most effective when a trusting relationship exists between clinician and client. Privacy is especially important in securing and maintaining trust such that the client can feel free to discuss personal matters. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy. By signing this agreement, the guardian will be waiving their right of access to their dependent's treatment records without the dependent's permission.

It is OPS policy to provide guardians with general information about treatment status. If it is necessary to refer the dependent to another mental health professional with more specialized skills, that information will be shared with the guardian. The guardian will be informed if the dependent does not attend sessions. At the end of the dependent's treatment, the clinician may summarize treatment for the guardian, describing in general what issues were discussed, what progress was made, and what areas are likely to require intervention in the future. Adolescents will sometimes reveal sensitive information regarding sexual contact, alcohol and drug use, or other potentially problematic behaviors. Often these behaviors are within the range of normal adolescent experimentation, but at other times they may require parental intervention. If your clinician ever believes that the dependent is at serious risk of harming him/herself or another, the guardian will be informed. Otherwise, the clinician will not share with the guardian specifics about what the dependent has disclosed without the dependent's consent.

Although the clinician's responsibility to the client may require their involvement in conflicts between guardians, their involvement will be strictly limited to that which will benefit the client. This means, among other things, that guardians will treat anything that is said in session as confidential. The guardian's agreement is needed that he or she will not attempt to gain advantage in any legal proceeding between them from the clinician's involvement with the client. In any such proceedings, no guardian will ask the clinician to testify in court, whether in person, or by affidavit and attorneys will be instructed by the guardian not to subpoena the clinician or to refer in any court filing to anything the clinician has said or done. Note that such agreement may not prevent a judge from requiring clinician testimony, even though he or she will work to prevent such an event.

If the clinician is required to testify, he or she is ethically bound **not** to give an opinion about a guardian's custody or visitation suitability. If the court appoints a custody evaluator, guardian ad litem, or parenting coordinator, the clinician will provide information as needed (if appropriate releases are signed or a court order is provided), but he or she will not make any recommendation about the final decision.

COUPLES

Services will not knowingly be provided to partners who are at high risk for or are engaging in relationship violence; however, your clinician can help with an appropriate referral. Specialized treatment is needed in such cases.

The focus in couples therapy is to pursue your jointly agreed upon therapeutic goals. If your common goal is to preserve and enhance the relationship, then our efforts will be toward this end rather than on each partner's individual happiness. If remaining together is harmful to one or both partners and the goal is to pursue an amicable separation, the focus will be on facilitating this. You should be aware that a risk of couples therapy is that one or both partners may decide to end the relationship.

Couples therapy is more effective when both individuals in the partnership attend appointments in a consistent manner and feel that their clinician is fair and unbiased. Your clinician will generally meet with you on a weekly basis for approximately 45 (38-52) minutes. In order to maintain objectivity and neutrality, your clinician generally will not meet with either partner individually when conducting couples therapy unless a special agreement is made between all parties to do so. If either or both partners would benefit from individual therapy in addition to couples therapy, your clinician can help with a referral. If one partner would like to continue working with the clinician individually after the couples therapy has ended, your clinician may agree to do so only with the written or verbal consent of the other partner and with the understanding that resuming couples therapy will not be an option in the future.

If you or your partner arrives late for your appointment, the session will only start when both individuals are present and the session will still end at the regularly scheduled time. As this hour has been reserved for you, you will be responsible for payment for the full hour. **If one partner does not show, we will not meet, but you will still be responsible for payment per our 24-hour cancellation policy.**

In addition to the limits of confidentiality described earlier in this document, there are special circumstances around confidentiality in couples counseling. It is important to understand that while working as a couple, anything either of you say to your clinician individually, whether by phone, e-mail, or in an individual session, will not be held confidential from your partner and will be shared with your partner without express consent. In order to maintain neutrality and objectivity, your clinician will not keep secrets from either partner and both of your information will be held in a common file. Because a couple is treated like a single unit for the purposes of records, in most cases records will not be released unless authorization is provided by **both** partners.

Information discussed in couples therapy is for therapeutic purposes only and is not intended for use in any legal proceedings involving the partners. It is important that you agree not to subpoena your clinician to testify for or against either party or to provide records in a court action. As your clinical information is kept in a common file, subpoenaing your partner's confidential information may also put your own confidential information at risk. If your clinician is required to testify, they are ethically bound not to give an opinion about child custody or visitation suitability.

PROFESSIONAL FEES

OPS does not participate with any insurers and we do not assist with insurance claims in any way. OPS fees for mental health services provided by a licensed psychologist (such as testing and psychotherapy) is based on a sliding scale according to income. The range is \$80.00 - \$150.00 per 45-minute service hour. You and your therapist will agree to your fee in writing before you begin services. In addition to weekly appointments, you may be charged this amount for other professional services you may need, though we may break down the hourly cost if we work for

periods of less than 38 minutes. Other services include report writing, telephone conversations lasting longer than 10 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 us.

If you become involved in legal proceedings that require our participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. Because of the difficulty and expense of legal involvement, OPS charges \$500 per hour for preparation and attendance at any legal proceeding.

Fees for group therapy, classes, services provided by trainees or paraprofessionals, and for other services, such as yoga, workshops, and seminars will vary depending upon the nature of the service and will be agreed upon before you begin receiving services.

BILLING AND PAYMENTS

You will be expected to pay for therapy and testing/psychological assessment at time of service unless we agree otherwise in writing. Payment schedules for other professional services will be agreed to when they are requested. For testing and psychological assessment, a report will not be generated or released to any party until the bill is paid in full.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, OPS has 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 your clinician to disclose otherwise confidential information. In most collection situations, the only information we release regarding a client'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.

FINANCIAL RESPONSIBILITY STATEMENT

By signing your initial assessment form, you agree to be responsible for the charges you incur as a result of services provided by OPS. Charges are based on a sliding scale and on the amount of professional time used. **If you fail to give 24-hour notice of cancellation, you will be charged our full fee for the time reserved for you.** Brief professional services, such as telephone conversations with your provider and the filling out of forms by your provider may be billed at the normal hourly rate (in quarter-hour increments). All payments are due at the time services are rendered unless other arrangements have been made in writing in advance.

By signing your initial assessment form, you agree to notify OPS of any changes in your financial situation, address or telephone number in a timely manner. If your account should remain unpaid for more than 60 days, interest may be charged on the outstanding balance and your account may be turned over to a collection agency for collection. OPS, in turn, may communicate account information about your unpaid account to a credit bureau. You will be responsible for paying all reasonable attorney fees and collection expenses incurred in the collection of your account. If you provide a check as payment, OPS may collect a state allowable fee through electronic fund transfer from your account if your check is returned unpaid. If you pay with your credit card, your card will be charged for any bank fees related to charge backs and insufficient funds.

Medicare Beneficiaries: Tracy Ochester, Psy.D. is not a Medicare provider, Medicare billing limits do not apply to her charges, Medigap and other supplemental plans may elect not to make payments for her services, and you may secure Medicare reimbursed services from another qualified practitioner if you so choose. By signing the initial assessment form, you are agreeing not to file a claim with Medicare for services obtained from OPS.

YOUR SIGNATURE ON THE INITIAL ASSESSMENT FORM INDICATES THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT THE HIPAA PRIVACY NOTICE DESCRIBED ABOVE WAS MADE AVAILABLE TO YOU.



PRIVACY NOTICE

Notice of Ochester Psychological Services, LLC Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

Ochester Psychological Services, LLC may *use* or *disclose* your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes with your consent. To help clarify these terms, here are some definitions:

- “*PHI*” refers to information in your health record that could identify you.
- “*Treatment, Payment, and Health Care Operations*”
 - *Treatment* is when we provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another psychologist.
 - *Payment* is when we obtain reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
 - *Health Care Operations* are activities that relate to the performance and operation of Ochester Psychological Services, LLC. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “*Use*” applies only to activities within Ochester Psychological Services, LLC, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of Ochester Psychological Services, LLC, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

Ochester Psychological Services, LLC may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. An “*authorization*” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment or health care operations, we will obtain an authorization from you

before releasing this information. If your psychologist keeps “psychotherapy notes,” we will also need to obtain an authorization before releasing your psychotherapy notes. “*Psychotherapy notes*” are notes about your conversation during a private, group, or joint counseling session, which are kept separate from the rest of your file. These notes are given a greater degree of protection than PHI. The psychologist you work with may or may not keep separate “psychotherapy notes” as defined here. Your psychologist will discuss this with you. We will also obtain an authorization from you before using or disclosing PHI in a way that is not described in this Notice.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) Ochester Psychological Services, LLC has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

III. Uses and Disclosures with Neither Consent nor Authorization

Ochester Psychological Services, LLC may use or disclose PHI without your consent or authorization in the following circumstances:

- *Child Abuse* – If we have reasonable cause to suspect that a child has been or may be subjected to abuse or neglect, or if we observe a child being subjected to conditions which would reasonably result in abuse or neglect, Ochester Psychological Services, LLC must immediately report such information to the appropriate state agency or authority. We must also report sexual abuse or molestation of a child less than 18 years of age to said agency. We may also report child abuse or neglect to a law enforcement agency or juvenile office.
- *Adult and Domestic Abuse* – If we have reasonable cause to suspect that an eligible adult (defined below) presents a likelihood of suffering physical harm or is in need of protective services, Ochester Psychological Services, LLC must report such information to the appropriate state agency or authority.

“*Eligible adult*” means any person 60 years of age or older, or an adult with a handicap (substantially limiting mental or physical impairment) between the ages of 18 and 59 who is unable to protect his or her own interests or adequately perform or obtain services which are necessary to meet his or her essential human needs.

- *Health Oversight Activities* – The Missouri Attorney General’s Office may subpoena records relevant to disciplinary proceedings and investigations conducted by the Missouri State Committee of Psychologists. We may also disclose PHI to the Kansas Behavioral Sciences Regulatory Board if necessary for a proceeding before the Board.
- *Judicial and Administrative Proceedings* – If you are involved in a court proceeding and a request is made for information about your diagnosis or treatment and the records thereof, such information is privileged under state law, and Ochester Psychological Services, LLC will not release information without written authorization from you or your personal or

legally-appointed representative, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court-ordered. We will inform you in advance if this is the case.

- *Serious Threat to Health or Safety* – When we judge that disclosure is necessary to protect against a substantial risk of harm being inflicted by you on yourself or another person, Ochester Psychological Services, LLC must disclose your relevant confidential information to the appropriate professional workers, public authorities, the potential victim, his or her family, your family and/or others who might be able to protect you or the individual at risk.
- *Workers' Compensation* – We may disclose PHI as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.
- When the use and disclosure without your consent or authorization is allowed under other sections of Section 164.512 of the Privacy Rule and the state's confidentiality law. This includes certain narrowly-defined disclosures to law enforcement agencies, to a health oversight agency (such as HHS or a state department of health), to a coroner or medical examiner, for public health purposes relating to disease or FDA-regulated products, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.

IV. Your Rights and Psychologist's Duties

Your Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information. However, Ochester Psychological Services, LLC is not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are being seen at Ochester Psychological Services, LLC. On your request, we will send your bills to another address).
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in Ochester Psychological Services, LLC mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. We may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. On your request, a psychologist will discuss with you the details of the request and denial process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Ochester Psychological Services, LLC may deny your request. On your request, a psychologist will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI. On your request, a clinician will discuss with you the details of the accounting process.

- *Right to a Paper Copy* – You have the right to obtain a paper copy of the Privacy Notice from Ochester Psychological Services, LLC upon request.
- *Right to Restrict Disclosures When You Have Paid for Your Care Out-of-Pocket* - You have the right to restrict certain disclosures of PHI to a health plan when you pay out-of-pocket in full for my services.
- *Right to Be Notified if There is a Breach of Your Unsecured PHI* - You have a right to be notified if: (a) there is a breach (a use or disclosure of your PHI in violation of the HIPAA Privacy Rule) involving your PHI; (b) that PHI has not been encrypted to government standards; and (c) my risk assessment fails to determine that there is a low probability that your PHI has been compromised.
- *Right to Opt out of Fundraising Communications* - You have a right to decide that you would not like to be included in fundraising communications that I may send out.

Psychologist’s Duties:

- Ochester Psychological Services, LLC is required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- Ochester Psychological Services, LLC reserves the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes; however, we are required to abide by the terms currently in effect.
- If Ochester Psychological Services, LLC revises our policies and procedures, we will post a revised notice on our website (<http://www.mindfulkc.com/>) and in the facility where you receive services. Paper copies will be available upon request.

V. Complaints

If you are concerned that Ochester Psychological Services, LLC has violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact Tracy E Ochester, Psy.D. at 913-735-5566.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

VI. Effective Date, Restrictions and Changes to Privacy Policy

This notice went into effect on September 23, 2013.

Ochester Psychological Services, LLC reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. If we revise this notice, we will post a revised notice on our website and in the facility where you receive services. Paper copies will be available upon request.