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## OFFICE POLICIES AND PATIENT AGREEMENT

Welcome to my practice. This document contains important information about the services that I provide and my business policies. Please read it carefully and bring any questions you may have to our next meeting. When you sign in receipt of 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 the 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. I use a number of different approaches including, but not limited to, person-centered therapy, cognitive-behavioral, behavioral, emotionally focused, and feminist therapy. 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 discussed about during our sessions, both in therapy and at home.

Therapy involves trust, as well as a commitment of time, money and energy, so you should be selective about who you work with. If you have questions about my methods, you are encouraged to talk with me about it during session. If you feel I am not the best fit for your needs, I will be happy to help you set up a meeting with another provider.

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 a significant reduction in feelings of distress. There is no guarantee of what you will experience.

### Meetings/Sessions

Our initial meeting can last from 1-4 sessions, which is time to allow me to determine what your specific needs are. During this time, we can both decide if I am the best person to provide the services you need in order for you to meet your treatment goals. If psychotherapy is started, I will usually schedule one 52-minute session (one appointment hour of 45-52-minute duration) per week at a time we agree on, although some sessions may be shorter/longer or more/less frequent. Once an appointment hour is scheduled, you will be responsible for paying for it unless you provide **24 hours** advance notice of cancellation, or we both agree you were unable to attend due to circumstances beyond your control. If we are able to find another time to reschedule the appointment within the same week, you will not be charged for your missed appointment.

### Testing

If you are being seen for a psychological evaluation, the initial session involves obtaining a thorough history, followed by several multi-hour sessions involving face-to-face test administration, and a feedback session several weeks later to review evaluation results. The feedback session is scheduled at a later date to provide me with appropriate time to score and interpret test data as well as complete the report. Please note, feedback sessions will not be held until all necessary forms are completed and returned to me. For testing, once a multi-hour appointment is scheduled, you will be responsible for paying for it unless you provide **24 hours** advance notice of cancellation, or we both agree you were unable to attend due to circumstances beyond your control.

## Confidentiality

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except under certain conditions. The following are circumstances where disclosure is required or may be required by law.

1. When 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. When a client presents a danger to self. I may be required to seek hospitalization or contact family members or others who can help provide protection.
3. When a client presents a danger to others. I may have to take protective actions which may include notifying the potential victim, contacting the police, or seeking hospitalization.
4. When a client presents a serious and present danger to the health of others. I may have to take protective actions which include notifying the potential victim, or contacting the police if my client engages in behaviors which may transmit a dangerous communicable disease or indicates a careless disregard for the transmission of the disease to others.
5. When there are legal proceedings 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 records and/or testimony by me. Also, if I receive a court order to turn over my records, I am required to do so by law.

There are some instances where there is no authorization from you to release protected health information including the following:

1. For business practices including submission of claims for payment from third parties, collection of accounts, or litigation defense.
2. I may consult occasionally with other mental health professionals regarding clients to provide you with the best possible care. During a consultation, I make every effort to avoid revealing the identity of the patient. The other professionals are also legally bound to keep the information confidential. If you do not object, I will not tell you about the consultations, unless I believe it is important for our continued work. If 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. 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 contract with these businesses in which they promise to maintain the confidentiality of Protected Health Information (PHI) except as specifically allowed in contract or otherwise required by law.
4. To a coroner or medical examiner, in the performance of that individual's duties.
5. If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
6. 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 of services.
7. Your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you for various purposes. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional information such as treatment plans or summaries, or copies of your entire clinical record. By signing the Consent to Treatment document, you agree that I can provide the requested information to your carrier.

## Minors

If you are under 18 years of age, please be aware that the law provides your parents with the right to examine your treatment records. I will provide them with general information about our work together, unless there is high risk behavior such as self-harm, or other safety issues they should know about. Prior to talking to parents about my concerns, I will discuss this with you in detail.

## **Communication Policies**

### **Phone**

Feel free to leave me a message on my confidential voicemail if I am unable to answer. I try to return all phone messages within 3 business days of receiving your message. **I am not available outside of office hours.** As a result, in the event of an emergency, please dial 911 or go to the nearest emergency room. You can also go directly to psychiatric emergency departments including the following:

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

I am often not immediately available by telephone. I am in the office most days, but I do not answer the phone when I am working with a client. If you leave me a message, please inform me of times you will be available to reach you.

### **Texts**

When you arrive for an appointment, it is requested you text me to let me know you have arrived and I will have you come up to my office. Text messages are potentially not confidential and can be seen by those around me when in public areas. I cannot guarantee that information can be kept confidential and texting should be used at your own risk. Please do not text me about clinical matters because it is not a secure way to contact me. Instead, please call me or wait until the next therapy session to discuss any issues or concerns.

### **Email**

Email is generally not a fully secure method of communication, nor is it HIPAA compliant; however, I have a special email account that has a feature which allows it to be HIPAA compliant and secure. I send paperwork to be completed using the HIPAA compliant feature of this email program. I do occasionally use the non-secure email for scheduling, but I cannot guarantee that the information can be kept confidential, and you should use email at your own risk. If you would like to send PHI via email, please let me know and I can set up the secure feature of my email. Please do not email me about clinical matters unless this secure feature is set up or please call me or wait until our next therapy appointment to discuss the issue. I do not check my voicemail as often as I check my email. Please note that all communications sent to me will become part of your chart.

### **Social Media Policy**

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. If you have an online presence, there is a possibility you may encounter me by accident. If that occurs, please discuss it with me during our next session. In addition, if I discover I have accidentally established an online relationship with you, I will end that online relationship. This is because these types of casual social contacts have a high potential to compromise our professional relationship.

### **Web Searches**

I will not use web searches to gather information about you without permission. I believe this violates your privacy rights. I understand that you may gather information about me in this way. If you gather information about me through web searches, or any other fashion, please discuss this with me during our time together so we can address it and its potential impact on your treatment.

## Financial Policies

### Fees and Payment

Payment is due at the time of services unless we agree otherwise. If you have insurance coverage, an estimated cost for services is due at the time of services. Below is my fee schedule. If my fees are expected to change, I will provide at least 60 days' notice to you.

- Intake session: \$200
- 45-53 minute therapy session: \$150
- Psychological/Psychoeducational testing:
  - \$2200 for full evaluation (including intake, testing time, scoring, interpretation, report writing, and feedback session)
  - \$200/hour for other evaluations that do not require a full, comprehensive evaluation  
*For fee-for-service evaluations, payment is due in full at the beginning of the first appointment. If you cancel an assessment appointment with **less than 24 hours' notice**, you will be charged for the missed appointment. The missed appointment fee will be charged **in addition to the agreed upon cost of the evaluation.***
- Educational consultation: \$200/hour (including travel and attendance)
- Legal proceedings: \$350/hour (including travel time, preparation time, and attendance paid in full prior to the court appearance. With a minimum of 4 hours scheduled.)
- Preparation of documents (including letters, forms): \$25/15 minute increment (15 minute minimum)
- Returned check fee: \$35

Please notify me if problems arise during the course of therapy regarding your ability to make timely payments. If your account has not been paid for more than 60 days, and arrangements for payments 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, the cost will be included in the claim.

### Insurance Reimbursement

I am an in-network provider with Anthem Blue Cross/Blue Shield. By using your insurance benefits, the insurance company can request mental health diagnoses, treatment plans, clinical notes, and in some cases the full clinical records. Although insurance companies report their commitment to protecting your health information, I cannot guarantee the privacy of your information once it leaves my possession. I will provide you with any report to insurance companies I submit, if you request it.

If you have a health insurance policy, it will usually provide some coverage for mental health treatment, but not all issues, conditions or problems may be covered by insurance companies. For instance, insurance does not often cover educational testing because it is not seen as being medically necessary, and this may need to be paid for out-of-pocket.

If I am not in-network with your insurance company, you may look into out-of-network benefits. I can provide you with a document called a superbill which contains your identifying information, service codes, dates of services, and diagnosis codes. You may then choose to submit this form to your insurance company for reimbursement of a portion of the cost for services rendered. It is important to note that you are responsible for the full payment of my fees, not your insurance company.

I have opted out of being Medicare provider. I do not accept Medicare at all and have signed an agreement to be excluded from the Medicare program. This means that Medicare will not pay for care you receive from me, and you are responsible for the entire cost of your care. Medicare will not reimburse you for services, and I will not bill Medicare for services. If you have Medicare and choose to use my services, I will send you a contract required for clinicians who have opted out of Medicare. If you do not complete the contract and you have Medicare, I will not be able to see you.

### Late Cancellations and No-Shows

I require a **24 hour** notice for cancellation of therapy appointments and a **24 hour** notice for cancellation of assessment appointments. If you do not provide the appropriate amount of notice of cancellation, I charge the **full cost** of the appointment. Please note, this charge cannot be billed to insurance and must be paid out-of-pocket.

If we are able to reschedule your appointment within the same week, I will not charge you for your missed appointment. 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, please call or text me that you are running late. If I do not hear from you by 15 minutes into your session, I will call to check on you and may assume you do not plan to attend your session. If you are late for your sessions, we will still end at our regular time so that I have time to prepare for and be on time for my next appointment.

If I have a planned absence and I will not be in the office, I will provide you with as much notice as I can so 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, or other office staff, will contact you to inform you of the cancelation and notify you of a plan for rescheduling.

### **If you are sick**

If you are sick, it is requested you contact me when you are able. You will not be charged for missed appointments due to illness, but it would be appreciated if you would let me know if you are unable to attend. If you are sick, you may cancel appointments or you may arrange for Telepsychology sessions at that time. Contact via phone or email is appropriate. Please remember email is not a fully secure method of communication and is not HIPAA compliant, so please be mindful of the information you include in this form of communication.

### **If Dr. Dungan is sick**

If I am sick, I or an office helper will contact you via email or phone. Initially, the message will be brief with basic instructions such as if an appointment will be cancelled. Please keep in mind that I may be unable to check messages or respond to communication initially. Once able, I will reach out and make arrangements appointments.

## **Use of AI**

Technology has been advancing rapidly and is increasingly being integrated into psychological practice. I use a tool with AI capabilities to help with making comprehensive notes after our session is complete. This tool involves manually writing a brief summary of our session and then AI producing a comprehensive note that meets ethical and legal standards in the industry using only my bullet points. Once the note is completed, I then review and edit the note for accuracy. AI does not produce an audio recording of the session and only uses the summary information I provide. The notes generated are maintained in an EMR that is HIPAA compliant and secure. The EMR that I use is called TherapyNotes and the AI tool is included within this EMR system and follows BAA compliance. There are risks and benefits with using an AI tool, as with any EMR system. Risks may include data breaches and how the data is used by the AI system when “learning.” Benefits of using an AI system include increasing the productivity of making notes. You have the right to not grant me permission to use this AI tool, or to revoke past permissions granted.

### **Records Review**

The laws and standards of my profession require that I keep treatment records. Unless otherwise agreed to be necessary, 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 be emotionally damaging, 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. 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.