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## **Client Services and Practice Policies Statement**

#### **Client Services**

I provide a variety of psychological services to my clients – diagnostic and career development assessment, individual and family psychotherapy, academic and career development counseling, and psychoeducational seminars and groups. I am trained in multiple psychological orientations (particularly psychodynamic, cognitive-behavioral, and family-systems orientations) and will implement psychological services based on an integration of your unique needs and preferences and my knowledge of the psychological approach that is most effective for your areas of desired growth or concern.

Our professional relationship will begin once we have met for your initial consultation and you have signed my Consent to Psychological Services Form and Payment Policy Agreement. I will work with you from the first session(s) to evaluate your personal history, current needs, and goals. We will jointly determine if I am the right psychological provider for you, the frequency we will initially meet, and an estimation of how long it will take to achieve your initial goals. If I am aware of supplemental or alternative forms of treatment that may also be beneficial to you (such as a physical examination or blood work, a medication consultation, or a different modality of psychotherapy), I will provide you with this information. I want you to know that we both have the right to discontinue services if either of us believe you are no longer benefiting from services or for other reasons (ex., moving, repeated therapy cancellations/missed appointments, financial concerns, etc.). I would be happy to refer you to other psychological resources in your area, if desired.

Psychological services can lead many to greater self and other-insight, reduced distress, better relationships, and adaptive solutions to targeted issues. However, there is no guarantee that you will benefit from services. Psychological services can involve some risks, such as experiencing uncomfortable feelings when discussing an unpleasant aspect of your life or relationship conflict when addressing a challenging family or personal issue.

## Confidentiality

Federal (Health Insurance Portability and Accountability Act, HIPAA) and Ohio law require that information discussed in the context of professional services with a psychologist be strictly confidential. This means that information you reveal to me during psychological services, will not be disclosed to others without your knowledge and consent (or your parent's knowledge and consent, if you are under age 18), except when mandated or allowed by law. There are several relatively unusual circumstances where there are exceptions to confidentiality such as in the case of potential harm to oneself or others, suspected child or elder abuse or neglect, or in instances where the court may subpoen records (most commonly contested divorce actions). Please review my **Notice of Policies and Practices to Protect the Privacy of Your Health Information** for additional, more detailed information.

Electronic operations are integral to my business. I currently use Therapyappointment.com for client scheduling, billing, encrypted e-mailing (with clients and others with whom clients consent for me to correspond), and record

keeping. I selected Therapyappointment.com for its outstanding reviews and compliance with HIPAA privacy practices (ex., level of password protection, encryption). While electronic communication always has some risk, I have taken steps to minimize these risks. Therapyappointment.com offers you the option to receive phone, text, or e-mail reminders for your appointment times. The text and email reminders are not encrypted but do not include any information beyond that you have a meeting with me on a specific date and time. By selecting the text or e-mail appointment reminder option, you are consenting that you are comfortable with this knowledge and understand the risks associated with such communications. My regular business e-mail account <a href="mailto:kathryn@kathrynleugers.com">kathryn@kathrynleugers.com</a> (separate from the Therapyappointment.com secure messaging through your client account) is also encrypted and HIPAA-compliant in its e-mail service and storage operations.

I offer telepsychology services to my clients if desired. Established clients (who have met with me for at least one session in person first) have the option to obtain psychological services via the secure messaging system through their client account on Therapyappointment.com (encrypted, HIPAA-compliant e-mail consultation services), through the phone via cell phone services provided by Grasshopper (phone consultation services), or through video conferencing meetings via Doxy.me (encrypted, HIPAA-compliant video conferencing services). Please note that currently under Ohio law, mental health psychological services (e-mail, phone, or videoconferencing services) are not able to be billed to insurance companies, so clients must self-pay for these services. My current telepsychology services and secure data storage are managed through Therapyappointment.com, Office 365 for Business, G-suites, Grasshopper, and Doxy.me. I reserve the right to add or delete companies based on my client and business needs and am committed to only using companies which are established in their service area, encrypted, and HIPAA compliant for electronic medical records systems, data storage, e-mail, and video communication.

Clients who elect to use telepsychology services have reviewed and agree to these policies (in addition to the other client service and practice policies included in this statement):

- (1) We will together identify one to three other providers or local psychological support resources that you are willing to connect with if you or I believe there is a need for a direct, face to face psychological service.
- (2) You or I can decline continuing with telepsychology services at any time and we can make plans to continue with in person psychological services, if feasible, or identify another provider that could be a good match for you in providing psychological services.
- (3) These services rely on technology, which allows for greater convenience in service delivery. There are also risk in transmitting information over the Internet or cell phone services that include, but are not limited to, breaches of confidentiality, theft of personal information, and disruption of service due to technical difficulties. The e-messaging and videoconference telepsychology services are encrypted and HIPAA-compliant. The phone service, which is cell phone based, is not encrypted as is the nature of cell phone communications. We will regularly reassess the appropriateness of continuing to deliver services to you using technology.
- (4) If our videoconferencing services are disrupted, then we would attempt to communicate via the phone, and if that was unsuccessful, then we would communicate via the secure messaging system to reschedule as soon as possible. If there is a disruption of services and an emergency safety situation occurs, you agree to call 911 or go to your local emergency department for emergency support services.

I may use professional parties to assist in business operations (such as an electronic billing, scheduling, phone, e-mail, and records system; billing, technological, or legal consultants; electronic data processing systems for insurance claims; a collections agency, etc.). As required by HIPAA, I maintain formal business contracts with agencies and individual consultants who provide services in which Protected Health Information (PHI) is disclosed. HIPAA legally binds these entities to confidentiality. I will also make every effort to release the least amount of PHI that is necessary for the professional party to assist me in the particular business operation.

You may or may not chose to use your out-of-network health insurance benefits to help finance therapy. If you choose to use your insurance, please be aware that your contract with your health insurance company requires that

I provide them with information relevant to the services that I provide you. As you (or your responsible payment party) will be submitting claims to your insurance company, you will be aware of most of the information that they would receive. However, some insurance companies require additional information from the provider with verbal or written reports (regarding diagnosis, treatment progress, safety, substance use, etc.) to determine whether to extend or limit the number of sessions for a client. If you submit a claim to your insurance company for reimbursement for your appointments, you are agreeing to allow me to provide the necessary diagnosis and other treatment information that your insurance may request from me regarding the date(s) of service for which you submitted claims. I will make every effort to release only the minimum information necessary for the purpose requested. However, this information will become part of the insurance company files and I will have no control over what your insurance company does with this information. In some cases, they may share the information with a national medical information databank. If you request it, I will provide you with a copy of any report that I submit to your insurance.

Please be aware that under HIPAA you have the right to choose not to have any information flowing to your insurance company, even if you have coverage with them. To select this option, you must inform me about your choice and pay for that session in full each time a service is going to be provided. If you select this option I will not send information to your insurance company about that particular session.

Confidentiality with Minors Policy: If you are under age 18 your parents (or legal guardians) according to Ohio law generally have the right to all information about the psychological services I am providing you, unless a court order blocks that right. However, I like to make an agreement with your parents (or legal guardians) and you that I WILL share your goals and overall progress with them but WILL NOT share the details of what we discuss unless I have a concern about someone else's or your immediate safety (ex., self or other harm thoughts or behavior, child abuse) or an ongoing pattern of potentially harmful behavior (ex., substance use that is escalating, consistently and severely disregarding your personal health needs). Unless it is an emergency, I agree to tell you about my concern prior to telling your parents the concern. I will also give you the option of whether you would like to tell your parents the concern in a session with me or if you would like me to tell them the concern with or without you present. However, although your parents may sign such an agreement, please be aware that they may later revoke their consent and then may ultimately obtain your information.

I also want minors and parents of minors that I see for psychological services to know that I am here to help their family in solely a therapeutic capacity. Your child is entering into this relationship with me with the understanding that the details of what he or she shares in sessions with me will be kept confidential (unless there is a safety concern). If I am later required to share that information in legal or court activities it could break the relationship of trust you and I have with your child and this would not be therapeutic. This is one of the reasons why Ohio Psychology Board rules and ethics will not allow psychologists to be in a therapeutic as well as an evaluative role regarding custody decisions. I do not perform custody evaluations but can refer your family to a psychologist who offers these services, if ever they are needed.

If you are a parent of a minor whom I will be seeing for psychological services, I will share my Confidentiality with Minors Policy with your child or adolescent when he or she first meets with me.

Confidentiality & Rules of Family Therapy Policy: I frequently provide family therapy to clients. Sometimes family therapy is an adjunct to individual therapy, and sometimes I begin working with multiple family members from the beginning of services. If I identify one person as the client, then that person (or that person's parent(s) if under 18) will hold the privilege of confidentiality and will sign all the informed consent and other documents. If I am seeing a second person in connection with that client and they are not designated as a client, then I will advise the second party that he or she will have no rights to confidentiality or access to the records of the sessions which he or she attend. However, at times I may designate more than one person as the client. All persons being seen as clients will have to sign all paperwork normally signed by a client and they will have all the rights of a client. If there are two or more clients in a session and either wants the records, then they must obtain the written consent from the other clients present to release those other clients' records or they will only be able to obtain the

portion of the record that relates only to them. Parents should understand that if the child is the only client then both parents typically hold privilege and both parents may access the child's file unless blocked by court order. In that situation the parents will have access to information provided by the other parent.

Regardless of whether you are the identified "client," I would like all family members that are participating in family therapy to be aware of a few policies I have in working with families.

- Every participant in family therapy is allowed to have a voice and emotions.
- Every participant in family therapy must agree, while receiving family therapy services from me, to honor everyone else's emotional and physical safety and their own safety, both during family therapy sessions and outside of sessions. If one participant is struggling with this issue we must address this concern before continuing with other family therapy issues. Ultimately, if the safety issue cannot be resolved that participant may not be able to continue in family therapy for the time being and/or may need to participate in additional medical or psychological services to continue in family therapy.
- Parents ultimately make parenting decisions about their children.
- I do not keep secrets in family therapy with two exceptions:

## I will not share information that involves:

- An "adult issue" specific to an individual parent or the parent's relationship (in which case I won't share that information with the children but would want both parents to communicate about that information—if two parents are involved in the therapy). This includes parents who are separated, divorcing, or divorced and participating in family therapy for their child or adolescent.
- o Information shared in individual therapy sessions with an identified "client" that is not relevant to the family therapy goals.
- While family members are not legally required to keep the information in family therapy confidential, I ask that participants agree that they will not discuss any of the information someone shares in family therapy with anyone else that is not participating in family therapy without that person's permission.

If you currently or later plan to involve participants in family therapy I will ask that they sign a copy of my Confidentiality and Rules of Family Therapy Policy.

Confidentiality & Polices Pertaining to Parents whom are Separated, Divorcing, or Divorced: I understand that this can be a stressful time, and sometimes parents disagree about medical and other parenting decisions for their children. I want to honor both custodial parents' rights regarding medical decision-making for your child's care and create a relationship of support and trust with your family from the beginning of services. Therefore, in situations in which parents are separated, divorcing, or divorced, I ask that both parents consent in writing to psychological services for your child (or children) prior to meeting with them (in non-emergency situations).

I welcome therapy involvement from all parents and relevant family members that are involved in parenting a child. Ideally, I would like to meet with both parents together for the initial parent consultation. If that is not possible I can meet with each parent separately (with your understanding that this will require two rather than one initial interview sessions and resulting fees). If both parents are supportive of their child receiving psychological services from me, I am happy to meet with one parent for the initial session and have that parent take a copy of my policy and consent forms to the other parent to review and sign prior to me meeting with the child.

If there is a situation in which only one parent has custody and all rights to make medical decisions for the child, then I ask that you bring a copy of the custody agreement, show me the agreement, and allow me to copy the relevant parts of the agreement at the initial parent interview.

While I ask that both parents who are separated, divorcing, or divorced consent to treatment for their child(ren), I only require one parent to consent to release of information to other medical, educational or personal sources. Finally, I want parents to be aware that regardless of whether a parent has custodial rights regarding medical

decisions, both parents typically have the right to medical records for their child unless there is a court order blocking their access to those records.

I have found that it is important for parents to clarify with each other who will be paying for which psychological services, who will set up and cancel appointments, and who will communicate important information to me about your child prior to initiating psychological services. If both parents plan to be involved with therapy and/or paying for the session fees, I request that you both put your e-mail address of your child's account on <a href="https://www.therapyappointment.com">www.therapyappointment.com</a>. This will enable me to easily communicate with both of you in a secure method and send you receipts for payment.

## Phone & Electronic Communication Outside of Scheduled Appointments

I prefer that you schedule and cancel all appointments using <a href="www.therapyappointment.com">www.therapyappointment.com</a>, which you can access through the Schedule Now page of my website (<a href="www.kathrynleugers.com">www.kathrynleugers.com</a>). However, if you cancel with less than 24 hours' notice <a href="OR">OR</a> cancel your next appointment and do not reschedule within one week of when we originally planned to meet, please ALSO send me an encrypted e-mail or call me to let me know the reason for cancellation and how you are coping (ex., coping well, okay, not well, safety concerns, etc.).

If you need to contact me in between our scheduled appointments, please either call my office number (614-344-8504 for Columbus area clients and 513-718-9010 for Cincinnati area clients) or send me an encrypted e-mail through your client account on Therapyappointment.com (your client log in can be accessed through the Schedule Now page of my website). Please do NOT text my office number for communication – my text service is NOT enabled and I will NOT RECEIVE text messages nor know that you attempted to text me. Sending me a message through the secure messaging system on your client account is the most private way to communicate with me outside of appointments as that system is encrypted and HIPAA-compliant. If there was an urgent or emergent concern and you are seeking a response as soon as possible, please leave me a voicemail AND also a secure message if feasible. Voice and electronic messages will typically be checked each weekday morning and afternoon, and once on Saturday afternoon. I will make every effort to return your call within 24 hours with the exception of weekends and holidays. When I will be unavailable for an extended period (such as a conference or vacation), I will post this information on my voicemail, business e-mail, and/or scheduling website and provide you with the name of a colleague to contact in my absence.

If a safety emergency arises and you need to contact immediate support, please call 911 or The National Suicide Prevention Lifeline 1-800-273-TALK (8255). If you need to be assessed at a local hospital emergency department, I recommend Nationwide Children's Hospital in Columbus or Cincinnati Children's Hospital in Cincinnati for children & adolescents and The Ohio State University Wexner Medical Center or Riverside Methodist Hospital in Columbus or University of Cincinnati Hospital in Cincinnati for adults.

\*Updated 7/7/2018