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INFORMATION ABOUT MY PRACTICE

Welcome! The following information summarizes some practical information about my practice and explains a variety of issues that may emerge in the counseling process. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), the federal law that provides privacy protections and patient rights regarding the use and disclosure of your Protected Health Information (PHI) used for treatment, payment and health care operations. I am happy to answer your questions and respond to any concerns and/or suggestions you may have.

SOME DIMENSIONS OF THERAPY

Many people begin therapy because they want to make changes in their life. I can work with you to achieve your goals but I cannot guarantee the outcome will be what you currently seek. Therapy depends in part on your sustained commitment, flexibility and courage. You may find your goals shifting as you discover new insights and perspectives. Because therapy involves art, as well as science, you may not move in precisely the direction you now expect. You may have feelings of frustration or confusion as you confront important questions about who you are and who you want to be.

You need to know in advance that some sessions may be difficult for you. Change is often accompanied by emotional distress and internal turbulence. As you proceed, you may experience self-doubts, anxiety, depression, anger and conflict about some issues in your life. You may complete your work with me and realize you have made changes you had not originally anticipated (for example, perceptions of your past, the nature of your relationships, and/or your hopes for the future). Whatever your path, I will do my best to be helpful to you.

APPOINTMENT SCHEDULING

I keep my own calendar and will try to accommodate your schedule as much as possible. Appointment times are available on Monday through Thursday, 9:00am – 5:00pm. You may need to schedule your appointments well in advance to have times that are convenient for you. Your therapy sessions with me are typically 50 minutes in length. Please make all appointment requests/changes using my office voicemail- 952-920-0711, ext. 1.

MISSED APPOINTMENTS

In agreeing to see you as a client, I am reserving a block of time for your scheduled appointments. Therefore, it becomes a block of time I cannot make available for any other purpose without sufficient notice. I do understand, however, that emergencies can arise that may prevent you from keeping your appointment. I will try to balance your needs and mine in the following way:

I ask that you give a minimum of 24 hours notice if you find you cannot come to an appointment you have scheduled with me. If you give less than 24 hours' notice, you will be charged for your missed appointment at your usual rate. Please be aware that insurance carriers do not reimburse for missed appointments. I do make an exception to this policy if you and I are able to reschedule your appointment within the same week it was originally scheduled or if I am able to schedule another client in that appointment time.

CONTACTING ME

If you need to contact me between sessions, the best way to do so is by calling my office phone. I will make every effort to return your call promptly; I check my confidential voice mail during the day Monday through Thursday. Outside of my regular office hours, you may leave a message on my voicemail, but I cannot guarantee that I will be able to return your call before the next business day. **When I am out of the office, I typically do not have coverage by another mental health professional.**

Please do not use email for scheduling requests or changes. This is not a secure method of communication. I may make exceptions to this policy on a case-by-case basis, after we have discussed it. Again, the best way to reach me is by calling my office phone.

I reserve the use of my mobile phone for crisis situations and SMS (mobile phone text messaging) is only to be used if you are in crisis. I may also make exceptions to this policy on a case-by-case basis, after we have discussed it.

As with all my office policies, please bring up any questions or concerns with me directly.

PROFESSIONAL FEES

You are responsible for payment of your fees. My policy is that payment be made at each session unless we make other arrangements. Payment may be made in the form of cash, a personal check, money order or credit card. My professional fee typically increases annually. You will be notified in advance of any fee increase.

In addition to scheduled appointments, it is my practice to charge my hourly fee on a pro-rated basis for other professional services you may require of me. These professional services could include report writing, telephone conversations that exceed 15 minutes, attendance at meetings or consultations with other professionals that you have authorized, preparation of records or treatment summaries, copying of records, legal testimony, and writing letters or reports for insurance companies. Since some of these charges are not covered by most insurance, you may be responsible for payment of them.

INSURANCE COVERAGE

Your medical coverage is a contract between you and your insurance carrier. I do not file claims for you with your insurance company. It is your responsibility to understand your coverage-what your insurance carrier will pay for mental health therapy and if your sessions are covered with me specifically. I can assist you with insurance reimbursement by providing you with claim information, but I cannot guarantee that your insurance will cover the cost of your therapy.

EMERGENCIES

As a solo practitioner, I do not have the resources to function as a crisis center. If you have an emergency and you leave that message on my voice mail, I will make every effort to reach you if I am able to do so. If you are unable to reach me in a crisis or emergency situation, please call your local crisis center or go to the nearest emergency room. If you need to work with a therapist and/or organization that provides 24-hour service and/or crisis intervention, I may be able to help you find an appropriate resource.

ON PRIVACY OF COMMUNICATION AND ITS LIMITS

The code of ethics of the American Psychological Association, other professional organizations, HIPAA and various laws of the State of Minnesota all insure that conversations you have with me will be held in the strictest confidence. You can assume that what you tell me in session will be not disclosed to anyone without your written authorization to do so. Your privacy is very important to me. However, there are exceptions to this rule and you need to be aware of those exceptions before you disclose any information to me.

1. On occasion, I may consult with a colleague about your care, so I can benefit from that professional's expertise and experience. I will not use your name and will protect your identity. Consultation is a process that assists me in providing the highest quality of care possible. I will note all consultations in your confidential clinical record.
2. If you file an insurance claim (see Insurance Coverage below) and ask to be reimbursed by your insurance company for some portion of the costs of your therapy, then you will be giving your insurance carrier the right to inquire about you. It is possible that your insurance carrier will direct me to send copies of the clinical record I have written about the contents of our sessions. Failure to provide the requested information may result in your insurance carrier refusing to pay you your benefits.
3. If you threaten to take your own life or that of someone else, I will break confidentiality and call a family member, the police or other emergency personnel. In case of a threat to the life of another, I have a legal obligation to warn any intended victim.
4. If there is suspicion of abuse or neglect of a child or vulnerable adult, I am mandated by law to report that suspicion to the appropriate agency and to cooperate with any investigation. This mandate includes reporting knowledge of behavior that can be dangerous to an unborn fetus, such as using street drugs when pregnant.
5. If you disclose to me unethical conduct by a medical or mental health professional, I am required to report that professional to his/her professional regulatory board.
6. If you sign a "Release of Information" form, I can provide to and receive from the identified person(s) or agency any and all information you have authorized.
7. If the court orders me to release information, I am required to do so.
8. The employees support the billing system I use (Empathic) have access to the information they need to do their job. I do have a contract with this company which meets HIPAA regulations and in which they promise to maintain the confidentiality of this data.
9. If your account is severely delinquent and I must obtain reimbursement through small claims court or a collection agency, I will do so.
10. If your insurance company and/or HMO audit my practice, the reviewers will have access to your file.
11. If you file a malpractice suit against me, I will be permitted by the courts to reveal information about your therapy.
12. If you file a worker's compensation claim, I must, upon appropriate request, disclose information related to the claim to appropriate individuals, which may include your employer, the insurer or the Department of Labor and Industry.

If any of these situations arise, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss these limits to privacy during our first session. We will discuss any questions or concerns you may have. As you might suspect, the laws governing these issues are quite complex and I am not an attorney. While I am happy to discuss these issues with you, legal consultation is recommended if you need specific advice.

THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of Protected Health Information. The Notice, which follows this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. It is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance of it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred. **You should be aware that this agreement will be in effect for one year from the date of signing unless you specifically request that it remain in effect for a shorter time.**

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set is your Clinical Record: it includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals we set for treatment, your progress toward those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professionals consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and others, 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 and/or upsetting to untrained readers. For this reason, my policy is that you initially review your records in my presence. Review of your records in my presence is considered a therapy session and will be charged as such. If I refuse your request for access to your records, you do have a right of review, which we will discuss upon your request.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment I can. The Notes can include the contents of our conversations, my analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written authorization. Insurance companies cannot require your authorization as a condition of coverage and cannot penalize you in any way for your refusal. The same conditions apply to Psychotherapy Notes as to the Clinical Record above in terms of your rights to review them.

PATIENT RIGHTS

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

PATIENT RIGHTS FOR MINORS

There are specific laws regarding confidentiality for minor clients. In Minnesota, the custodial parent/legal guardian has access to mental health records except when the minor is married, legally emancipated, or has borne a child. Other exceptions include situations in which information in the records concerns venereal disease, chemical dependency, or pregnancy and related conditions.

A minor may request that data be withheld from parents/guardians. This request must be made in writing, including the reason for withholding the information. If I determine that the information would be detrimental to the physical or mental health of the minor or is likely to cause the minor to harm him/herself or another, I can withhold that data.

Parents are often understandably curious about their children's sessions. It is my experience, however, that young people need to develop trust in their therapist and need some degree of privacy. I ask that parents of minors with whom I am working respect this principle. Of course, I will bring to your attention matters that my professional judgment indicates are important for you to know, and I will keep you informed about your child's progress.

COMPLAINTS

If you question whether your therapy is of real benefit to you, I encourage you to talk with me about your concerns. You have the right to seek outside consultation with other professionals and I will support you in getting other opinions about your problems and/or what you are experiencing in your relationship with me. If you believe I have violated your rights, please talk with me directly about your concerns. You may file a complaint with the Minnesota Psychological Association Ethics Committee or the Minnesota Department of Health if you do not believe you can resolve an issue with me directly.

SOCIAL MEDIA POLICY

I do not accept friend or contacts requests from current or former clients on any social networking site (Facebook, LinkedIn, etc.). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet, and we can talk more about it.

TERMINATION OF THERAPY

You make the ultimate decision about how long you remain in therapy. I am open to discussing ending therapy or taking a break from therapy with you at any time. I may also bring up the topic of ending if you have reached your goals in this work. Our work is a resource for your use; it is your right to feel free to end the use of that resource when you decide it is in your best interest. Endings often proceed in a growth-enhancing manner when they are fully discussed, and a sense of closure is achieved.

I look forward to the work we are about to undertake together. I hope you will find your experience with me helpful and meaningful. A decision to seek professional counsel for problems of living is often difficult, important and one that is not made lightly. I will strive to use my best professional skills to aid in the search for solutions to your concerns.