

## Privacy and Services Statement

Welcome to my practice. This document (the Agreement) contains important information about my 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 new patient rights regarding the use and disclosure of your Protected Health Information (PHI) used for treatment, payment, and health care operations.

HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which is attached to 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. It is very important that you read the information carefully. We can discuss any questions you have about the procedures. 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 acted in reliance on it; if there are obligations imposed on me by your health insurer to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

### **Limits on Confidentiality**

The law protects the privacy of all communications between a patient and a mental health professional. In most situations, I 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. Your signature on this Agreement provides Consent for those activities, as follows:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together
- Note that I practice with other independently practicing mental health professionals. We share office space and employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All mental health treatment professionals are bound by the same rules of confidentiality. All treatment professionals/staff members are required to receive training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

There are some situations where I am 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 the professional services I provided to you, such information is protected by the mental health professional-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, or 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 me to disclose information.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, I must, upon appropriate request, provide a copy of the patient's record to the appropriate parties, the patient's employer, the workers' compensation insurance carrier or the Labor Commission.
- If a communicable disease is reported to me, I am required to report this to the Washington state Department of Health.

There are some situations in which I am legally obligated to take actions, which in my professional judgment are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. Such situations are:

- If I have reason to believe that a child has been or is likely to be subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, or neglect, the law requires that I immediately notify the proper authorities or an appropriate law enforcement agency. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that any vulnerable adult has been the subject of abuse, neglect, abandonment or exploitation, I am required to immediately notify Adult Protective Services intake. Once such a report is filed, I may be required to provide additional information.
- If a patient communicates an actual threat of physical violence against an identifiable victim, I am required to take protective actions. These actions may include notifying the potential victim and contacting the police, and/or seeking hospitalization for the patient.

If such a situation arises, 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 any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex. I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

## **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 constitutes your Clinical Record; the other set your Psychotherapy Notes. 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 I receive from other providers, reports of any professional 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/or others or where information has been supplied to me confidentially by 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, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, I charge a copying fee of \$1.25 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your Clinical Record, you have a right of review (except for information supplied to me confidentially by others), which I will discuss with you upon request.

Your Psychotherapy Notes are for my own use and are designed to assist me in providing you with the best treatment possible. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they may impact upon 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 and information that is revealed to me by others where I have promised confidentiality. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not arbitrarily available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

## **Patient Rights**

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of Protected Health Information. These rights include

requesting that I amend your record; requesting restrictions on what information from your Clinical Record 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.

## **Minors & Parents**

Patients under 14 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records unless I decide that such access is likely to injure the child, or we agree otherwise. Since parental involvement in therapy is important, it is my policy to request an agreement between a child patient between 14 and 18 and his/her parents allowing me to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

## **Mental Health Services**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the mental health professional and 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. 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.

Our first session will involve an evaluation of your needs. During this time, I will offer you some first impressions of what our work will include. We can both decide if I am the best person to provide the services you need in order to meet your treatment goals. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about my procedures, we should discuss them when they arise.

## **Professional Fees**

My fees depend upon the services provided. If you have insurance coverage, the amount you pay may vary depending on the coverage. If you are seeing me through a community agency, fees will depend on your agreement with that agency and that agency's agreement with me to provide services to you. I currently work out of network, and am not accepting any insurance as a form of payment. I have alternative sources of income, and may be able to negotiate a fee commensurate with your current financial situation.

The initial therapy-session is \$75.00. Subsequent therapy-sessions are \$150.00. I charge \$150.00 per hour for other professional services you may need, though I may break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records, forms, or treatment summaries, and the time spent performing any other service you may request of me.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. I charge \$100.00 per hour for preparation and attendance at any legal proceeding.

## **Contacting Me**

I am usually in my office on Tuesdays and Thursdays between 9 AM and 5 PM. I am often not immediately available by telephone. I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by a secretary or my answering service. I will do my best to return your call on the same day you make it, with the exception of weekends and holidays. In emergencies, if you are unable to reach me and feel that you need immediate assistance, contact your family physician or the emergency room at Valley Medical Center (425) 228-3450. If I will be unavailable for an extended period of time, I ensure there is appropriate coverage during my absence, who will take emergency calls. If you cannot reach them, follow the emergency procedure above.

## **Billing And Payments**

You will be expected to pay in full for each session, prior to beginning the session, unless we agree otherwise or unless your services are being paid for by a community or government agency. Payment for other professional services are payable in advance of such services or by agreement between us.

If prior payment arrangements are made and your account becomes delinquent or has not been paid for more than 60 days and arrangements for payment have not been

agreed upon or accomplished, 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 which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient'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.

- I agree to pay all attorney's fees, court costs, filing fees, including charges or commissions that may be assessed to me by any collection agency retained to pursue this matter, and an additional 50% of the principal balance owing applied to the account before it is turned over to a collection agency.
- I further agree to pay interest on overdue balances at the rate of 1½ % per month (18% per year) and to pay a service charge of \$35.00 for every returned check in addition to any collection fees. I further contract and promise that this provider is guaranteed the legal position of first claim to be paid and satisfied in the event of any competing claims.

### **Treatment Sessions**

Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 business hours advance notice of cancellation. It is important to note that insurance companies and other third party reimbursement sources do not provide reimbursement for cancelled sessions. You will be responsible for payment of such sessions.