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PSYCHOTHERAPIST- PATIENT SERVICES AGREEMENT

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 new federal law that provides new privacy protections and new patient 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 I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and 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. Although these documents are long and sometimes complex, 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 on 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.

MY BACKGROUND AND TRAINING

I am licensed by the State of Washington as a Licensed Mental Health Counselor (#LH00005434). This means I have completed accredited graduate and post-graduate training programs in psychology and that I have passed the state examinations intended to ensure competence. I received my Psy.D. in Clinical Psychology from Argosy University in 2005 and my Masters in Counseling Psychology from Gonzaga University in 1991. I completed my doctoral internship at McNeil Island Correctional Center and my post-masters training/requirements at Luther Child Center (now Compass Health). I have been in private practice since 1996.

PSYCHOLOGICAL SERVICES

PSYCHOTHERAPY

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and the patient/client, and the particular issues you are experiencing. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for therapy to be most successful, you will have to work on things we talk about both during our sessions and at home. Psychotherapy is a process of examining the feelings, thoughts, behaviors, and relationships that trouble you with the goal of helping you evaluate and perhaps change them. The specific goals of psychotherapy – what you want to change or achieve – are up to you.

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. However, there are no guarantees of what you will experience.

My theoretical orientation integrates aspects from various therapeutic orientations. These include the Feminist, Attachment and Psychodynamic traditions. I consider our therapeutic relationship to be a collaborative one and so we will work together. Because I find the ultimate responsibility for making choices and taking action is yours, I will expect you to be very active in your own treatment, inside and outside of the therapy office. Though I may make observations and interpretations and/or make suggestions, the emphasis of treatment will be on finding the answers within yourself. It is my responsibility to do all that I can to help you find those answers within yourself and to help you identify and eliminate any obstacles to change that become apparent.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, we will discuss these first impressions of your needs and develop a treatment plan. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have any questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

PSYCHOTHERAPY MEETINGS AND CANCELLATION POLICY

Psychotherapy sessions last 50 minutes and are held once a week. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. You will, therefore, be held responsible for the full fee for that hour – not just your copay.** If it is possible, I will try to find another time to reschedule the appointment within my limited work week. If no alternative time is available during that week, you are responsible for the cancelled appointment.

CONTACTING ME

Due to my work schedule, I am often not immediately available by telephone. Although I am usually in my office between 9am and 8pm on Mondays and 9am and 3pm on Tuesdays and Wednesdays, I will not answer my phone if I am with a patient or in a meeting. During the academic year, my schedule may also change to accommodate the schedule for the courses I am teaching. When I am unavailable, my telephone is answered by an answering machine that I monitor frequently every day during the work week. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when and any alternative phone numbers where you will be available. In emergencies, you can try me on my cell phone (206-790-7349). A message can also be left for me there if I am unavailable. Again, if I miss your call, I will make every effort to return your message at the earliest possible moment. If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the Care Crisis Line (425-258-4357). You may also go to the nearest emergency room and ask for the mental health professional on call. If I will be unavailable for an extended time I will provide you with the name of a colleague to contact, if necessary.

PSYCHOTHERAPY AND PROFESSIONAL FEES

My hourly fee is \$130 for the initial, diagnostic session and \$110 for each 50 minute hour thereafter. A limited sliding fee schedule is available for those experiencing financial hardship and a payment schedule can also be arranged. In addition to scheduled appointments, I charge my usual hourly fee for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one 50 minute hour. Other services include report or letter writing, telephone conversations, 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 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. Because of the difficulty of legal involvement, I charge a higher per hour fee for preparation and attendance at any legal proceedings.

BILLING AND PAYMENTS

You will be expected to pay for each psychotherapy session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for more that 60 days and arrangements for payment 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 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 and contact information, the nature of services provided, the dates those services were rendered, and the amount due. If such legal action is necessary, its costs will be included in the claim. A \$20 fee will be assessed for returned checks.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will often provide some coverage for mental health treatment. I will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of my fees. **It is very important that you find out exactly what mental health services your insurance policy covers and whether they will cover services with me or not.**

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have a question about the coverage, call your plan administrator. Of course, I will provide you with whatever information I can based on my experience and will be happy to help you in understanding the information you receive from your insurance company. However, because plans are consistently changing, it is impossible for me to know the details of your individual plan. If it is necessary to clear confusion, please call your plan administrator.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is

available. “Managed Health Care” plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person’s usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. It is not guaranteed that additional services will be authorized simply because we ask for them. The decision to reauthorize or not is entirely in the hands of your insurance company. Although much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end or in the case of additional sessions being denied. In such cases, patients can continue treatment of a private pay basis.

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis, dates of services, types of services provided, and any copayments already received. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purposes requested. This information will become part of the insurance company files, will be part of your medical record, and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above.

LIMITS ON CONFIDENTIALITY

The law attempts to protect the privacy of all communications between a patient and a therapist. 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 state law and/or HIPAA. With your signature on a proper Authorization form, I may disclose information in the following situations:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. If I consult with a professional who is not involved in your treatment, I make every effort to avoid revealing your identity. These professionals are 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. I will note all consultations in your Clinical Record (which is called “PHI” in my Notice of Therapist Policies and Practices to Protect the Privacy of Your Health Information).
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in the Agreement.
- If you are involved in a court proceeding and a request is made for information concerning the professional services I provided you, such information may be protected. I will seek your written authorization prior to disclosing any information. To prevent the disclosure of information, you must work with your attorney to secure a protective order

against my compliance with a subpoena that has been properly served to me and of which you have been notified in a timely manner. However, I must comply with a court order requiring disclosure. If you are involved in or contemplating litigation, you should consult with your attorney about likely required court disclosures.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- 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, and the services I am providing are relevant to the injury for which the claim was made, I must, upon appropriate request, provide a copy of the patient's record to the patient's employer and the Department of Labor and Industries.

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

- If I have reasonable cause to believe that a child has suffered abuse or neglect. The law requires that I file a report with the appropriate government agency, usually the Department of Social and Health Services. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect of a vulnerable adult has occurred, the law requires that I file a report with the appropriate government agency, usually the Department of Social and Health Services. Once a report is filed, I may be required to provide additional information.
- If I reasonably believe that there is an imminent danger to the health or safety of the patient or any other individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the patient, or contacting family members or others who can help provide protection.

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.

Although 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 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. It includes information about your reasons for seeking therapy, a description of the ways in which your problems impact 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 the unusual circumstance that I conclude disclosure could reasonably be expected to cause danger to the life or safety of the patient or any other individual or the person who provided information to me in confidence under circumstances where confidentiality is appropriate, 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 am allowed to charge a copying fee of 65 cents per page for the first 30 pages and 50 cents per page after that, and a \$15 clerical fee. I may withhold your Record until the fees are paid. The exceptions to this policy are contained in the Notice Form. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

In addition, there are also times when I 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. Although 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 affect 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. These Psychotherapy Notes are kept separate from your Clinical Record. Although 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 nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that knowledge of the health care information would be injurious to your health or the health of another person, or could reasonably be expected to lead to your identification of an individual who provided the information in confidence and under circumstances in which confidentiality was appropriate, or contain information that was compiled and is used solely for litigation, quality assurance, peer review, or administrative purposes, or is otherwise prohibited by law.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights concerning 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 Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS AND PARENTS

Parents of patients under the age of 14 have the right to examine their child's treatment records. Patients age 14 and above have the same rights of confidentiality as an adult. Since privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is usually my policy to request an agreement from the parents that they consent to give up access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. 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.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT, AGREE TO ITS TERMS AND CONSENT TO TREATMENT. IT ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Patient Signature

Date