



LAKESIDE COUNSELING
C E N T E R

Psychologist-Patient Services Agreement

This document (the Agreement) contains important information about our 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 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 we 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 we obtain your signature acknowledging that we 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 your 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 us unless we have taken action in reliance on it; if there are obligations imposed on us 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.

Psychological Services

Psychological services can be defined as psychological evaluation, assessment, diagnosis, and treatment services to patients per the regulations governing the practice of Psychology in the State of Washington.

Psychotherapy

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are many different methods we 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. However, there are no guarantees of what you will experience.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, your therapist will be able to offer you some first impressions of what your work will include and a treatment plan to follow if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist. 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 any of our clinical or administrative procedures, we should discuss them whenever they arise. If your doubts persist, we will be happy to help you set up a meeting with another mental health professional for a second opinion.

Meetings

We normally conduct an evaluation that will last from 2 to 4 sessions. During this time, you can determine if we are the best therapists to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, we will usually schedule one 55-minute session (one appointment hour of 55 minutes duration) per week at a time you agree upon with your therapist, although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation [unless we agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. [If it is possible, we will try to find another time to

reschedule the appointment.]

Professional Fees

Our regular session fee is \$150.00. In addition to weekly appointments, we charge this amount for other professional services you may need, though we will break down the hourly cost if we work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, 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 us. If you become involved in legal proceedings that require your therapist's participation, you will be expected to pay for all of our professional time, including preparation and transportation costs, even if we are called to testify by another party. [Because of the difficulty of legal involvement, we charge \$300.00 per hour for preparation and attendance at any legal proceeding.]

Contacting Us

Due to our work schedules, we are often not immediately available by telephone. While we are usually in the office between 9:00am and 6:00pm Monday through Thursday, your therapist probably will not be able answer the phone because he/she is usually with patients. When he/she is unavailable to answer, you will be given the option to leave a message on a confidential voicemail. We will make every effort to return your call on the same day you make it, with the exception of Friday - Sunday, after hours, and holidays. If you are difficult to reach, please inform us of some times when you will be available. If you are unable to reach your therapist and feel that you can't wait for a return call, contact your family physician or the nearest emergency room and ask for the psychologist or psychiatrist on call. If your therapist will be unavailable for an extended time, we will provide you with the name of a colleague to contact, if necessary.

Limits on Confidentiality

The law protects the privacy of all communications between a patient and a psychologist. In most situations, we 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:

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless your therapist feels that it is important to the work you are doing.
- You should be aware that we practice with other mental health professionals and administrative staff. In most cases, your therapist will need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given 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.

There are some situations where your therapist is permitted or required to disclose information without either your consent or Authorization.

- If you are involved in a court proceeding, the patient-psychologist privilege provides a degree of protection. However, if a judge issues an order for the records, we are required to release those records. Otherwise, your records will not be released without a signed Authorization for you or your legal representative. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.
- If a government agency is requesting the information for health oversight activities, we are required to provide it for them.
- If a patient files a complaint or lawsuit against any individual therapist or *Lakeside Counseling Center*, we may disclose relevant information regarding that patient in order to defend the therapist or the group.
- If a patient files a worker's compensation claim, we 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.

There are some situations in which your therapist is legally obligated to take action. Whenever your therapist judges that

it is necessary to protect the patient or others from harm, we may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

- If your therapist has reason to believe that a child has been or is likely to be subjected to incest, molestation, sexual exploitation, sexual abuse, physical abuse, witnessing domestic violence, or neglect, the law requires that we immediately notify the Division of Child and Family Services or an appropriate law enforcement agency. Once such a report is filed, we may be required to provide additional information.
- If your therapist has reason to believe that any vulnerable adult has been the subject of abuse, neglect, abandonment or exploitation, we are required to immediately notify Adult Protective Services intake. Once such a report is filed, we may be required to provide additional information.
- If a patient communicates an actual threat of physical violence against an identifiable victim, we are required to take protective actions. These actions may include notifying the potential victim and contacting the appropriate law enforcement agency, and/or seeking hospitalization for the patient. In choosing to work with *Lakeside Counseling Center*, you also agree to and understand that if there is an identifiable class of victims we will also notify law enforcement of the danger.
- If a patient threatens to harm himself/herself, your therapist may be obligated to seek hospitalization for him/her, and/or to contact family members, law enforcement, or others who can help provide protection.
- If communicable disease is reported to your therapist, we are required to report that disease to the Washington State Department of Health. Reportable communicable diseases include, but are not limited to: AIDS, Hepatitis, Sexual Transmitted Diseases, and Smallpox.

If such a situation arises, your therapist will make every effort to fully discuss it with you before taking any action and we will limit our 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, and we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

Suicidality

If you are presenting with some form of suicidality (i.e. suicidal thinking or a suicide attempt), it's important to recognize the risks inherent in treatment, as well as a decision not to seek treatment. Randomized controlled trials for the treatment of suicidality have found reattempt rates during treatment as high as 47%, with a number of experimental treatments significantly reducing the rate of subsequent attempts by as much as half. The risk of a suicide attempt during treatment is greatest for those who have made multiple-suicide attempts. Treatments have also been found effective at preventing repeat suicide attempts, reducing symptoms related to suicidality and associated problems. One of the risks both in and out of treatment for various disorders is death, although this is infrequent and relatively rare. Specific rates vary across diagnoses in outpatient care. Treatments for all of these problems have been found to be effective. If you would like diagnosis-specific information, please let me know.

We will talk more specifically about the issue of suicidal thoughts and behavior in our commitment to treatment agreement. A primary target in treatment will be the reduction of suicidal thoughts and behaviors. An important element of therapy involves learning new skills that will help you to more effectively manage your emotions, reactions, and relationships with others without suicidal behavior. As you learn these new skills, you should begin to notice improvements in your mood and how you feel you are managing your life.

You should be aware that we will talk about some things that will be very painful for you. We will do this when both of us feel that you have acquired the skills to be able to deal with these emotions and we will work together to help you benefit from these experiences.

Early in your therapy we will set up a crisis response plan that will include specific steps for you to follow when you begin to feel upset or in crisis. We expect you to make every effort to carry out these plans and we will address any obstacles that come up when you try to use this crisis response plan. This is a very critical part of your treatment and it is less likely that your treatment will be successful if you do not utilize this plan.

What is clear is that the use of a crisis response plan and a willingness to fully engage in the treatment process will reduce risks and increase the effectiveness of treatment. Given the risk of problems in treatment for those with chronic suicidality, it's important to recognize and understand up front the potential need for family support and involvement in care. This might mean allowing us to contact a family member or significant other during a suicidal crisis. It's also critical to recognize the need for an honest and trusting relationship in treatment, one allowing for you to be direct and specific when problems with treatment compliance emerge. To provide you with the best possible care we may decide to (or need to) involve other professionals in your treatment. Therefore we will need to maintain an open line of

communication between and among all those professionals involved in your treatment.

Professional Records

You should be aware that, pursuant to HIPAA, *Lakeside Counseling Center* keeps Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. Your Clinical Record may include the following:

1. Your intake form.
2. Your Medical History Form
3. A signed copy of this service agreement.
4. Your insurance information and records of our contacts with your insurance company.
5. Billing and payment records.
6. A record of your contacts with your therapist.
7. A record of any disclosures of information from this office.
8. Your signed authorizations for disclosure of information.
9. A treatment plan (demographics, your reasons for seeking treatment, symptoms and problems, treatment history (both psychological and medical), assessments of suicide/abuse/homicide, assessment of chemical abuse/dependency, medication information, information about your primary care physician, testing, diagnosis, treatment goals, planned interventions, information about potential barriers to treatment, referral notes, and criteria for treatment termination) and any revisions to that treatment plan.
10. Your Social History Questionnaire.
11. Process notes (diagnosis, treatment goals, interventions, a very brief description of the session, and outcome assessment information).
12. Any correspondence or disclosure from this office.
13. Any releasable correspondence to this office.
14. Any additional requests or contracts you sign with this office.
15. Psychological evaluations.
16. Information concerning consultations.

Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to us 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, we recommend that you initially review them in the presence of your therapist, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, we are allowed to charge a copying fee of \$1.50 per page (and for certain other expenses). The exceptions to this policy are contained in the attached Notice Form. If your therapist or *Lakeside Counseling Center* refuses your request for access to your Clinical Record, you have a right of review (except for information supplied to us confidentially by others), which your therapist will discuss with you upon request.

In addition, we also keep a set of Psychotherapy Notes. These Notes are for your therapist's own use and are designed to assist your therapist in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the following:

1. Contents of our conversations and therapeutic sessions and your therapist's analysis of those conversations and therapeutic sessions.
2. A record of therapeutic assignments.
3. Specific plans for treatment and future directions in therapy.
4. Your therapist's interpretation of how therapy is progressing.
5. Any particular sensitive information that you reveal to your therapist (i.e. memories of childhood abuse and/or abuse perpetrators, information about core beliefs, particular information about traumas you have experienced, etc.).
6. Information revealed to us by others to whom we have promised confidentiality.
7. Raw testing data for any psychological evaluation.
8. Raw testing data for outcome assessment.

These Psychotherapy Notes are kept separate from your Clinical Record. Your psychotherapy notes are not available to you and cannot be sent to anyone else, including insurance companies. They will not be made available in legal proceedings.

Patient Rights

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosure of protected

health information. These rights include requesting that we 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 our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

Minors and 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 your therapist believes that such access is likely to injure the child, or we agree otherwise. Since parental involvement in therapy is important, it is the policy of *Lakeside Counseling Center* to request an agreement between a child patient between 14 and 18 and his/her parents allowing your therapist to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. Your therapist 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 your therapist believes that the child is in danger or is a danger to someone else, in which case, your therapist will notify the parents of their concern. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

Billing and Payments

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Copayments and payments on deductibles are a legal contract between the patient and the insurance carrier. We are required to honor your insurance contract.

Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, *Lakeside Counseling Center* has 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 us to disclose otherwise confidential information. In most collection situations, the only information we 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.]

Termination

Usually termination of therapy is something that both patient and therapist agree upon. Often, however, you will start feeling better and simply stop coming to therapy. If you miss or do not schedule appointments for 2 successive months, and do not notify your clinician of a reason for the break in treatment, we will terminate your patient file at *Lakeside Counseling Center*. This does not mean you cannot call and reschedule - usually with the same therapist. You will just not be considered a patient at *Lakeside Counseling Center* until you call to reschedule.

Insurance Reimbursement

In order for us to set realistic 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 usually provide some coverage for mental health treatment. Our staff will fill out forms and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is very important that you find out exactly what mental health services your insurance policy covers.

You should carefully read in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, *Lakeside Counseling Center* will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company.

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. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow us to provide services to you once your benefits end. If this is the case, our staff will do their best to find another provider who will help you continue your psychotherapy.]

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. Your therapist is required to provide a clinical diagnosis. Sometimes your therapist is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, we 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. Your therapist will provide you with a copy of any report they submit, if you request it. By signing this Agreement, you agree that we can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above [unless prohibited by contract].

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Service Agreement

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

Patient Signature

Date

Signature of Parent or Legal Guardian (patients under 18)

Date

Signature of Additional Legal Guardian (necessary in cases
Divorce for patients under 18)

Date

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