

PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT
DISCLOSURE STATEMENT

Ann B. Blake, Ph.D.

P. O. Box 7245, Olympia, WA 98507-7245
(206) 898-6563

549 McPhee Avenue SW
Olympia, WA 98502

5710 California Avenue SW, Ste. 201
Seattle, WA 98116

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. This document also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client 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 as well as 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 at the end of this session. Although these documents are long and sometimes complex, I request that you read them carefully before our next session. We can discuss all questions you have about the procedures at that time. Your signature on this document represents an agreement between us. You can revoke this Agreement in writing at any time. That revocation is binding on me unless I have taken action in reliance on it (e.g. if any obligations are imposed on me by your health insurer in order to process or substantiate claims made under your policy; if you have not satisfied any financial obligations you have incurred).

PSYCHOLOGICAL SERVICES

Psychotherapy is not easily described in general statements. Psychotherapy varies depending on the personalities of the psychologist and the client as well as the particular problems the client is experiencing. I might use a variety of methods to deal with the problems you hope to address. Psychotherapy is not like a medical intervention. Instead, psychotherapy calls for a very active effort on your part. In order for the therapy to be most successful, you will work on things we talk about during both our sessions and between our sessions.

Psychotherapy can include both risks and benefits. Because therapy often involves discussion of unpleasant aspects of your life, you might 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 improved relationships, solutions to specific problems, and significant reductions in feelings of distress. Yet participation in psychotherapy cannot guarantee what you experience or the end results.

Our first few sessions involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of the general process of our work so that you can make an informed decision about whether to continue with therapy. 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, energy, and money, so you should be careful about the therapist you select. If you have questions about my procedures, we can discuss these questions whenever they arise. If your doubts persist, I will assist your finding another mental health practitioner.

MEETINGS

I usually conduct an evaluation that lasts from 2-4 sessions. During this time, we can both decide whether I am the best person to provide the services you need in order to meet your treatment goals. Once psychotherapy is begun, I usually schedule one 50- to 60-minute session per week at a time we agree upon; sometimes sessions are more frequent or are longer than 50-60 minutes. **Once an appointment time is scheduled, you are expected to pay for it unless you provide advance notice 24 hours prior to your appointment time. If we both agree that you were unable to attend due to circumstances beyond your control, I will not charge for the session. Insurance companies do not provide reimbursement for canceled sessions.** Because of my limited practice, I will probably not be able to offer you an alternative appointment in the same week.

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PROFESSIONAL FEES

My hourly fee is \$___ for individuals, \$___ for couples and families, and \$___ for clinical supervision/consultation. When I increase these fees, I will offer a month's notice during which we can discuss the impact of this increase. In addition to weekly appointments, I charge this fee for other professional services you might need, although I prorate the fee for periods of less than one hour; I charge a minimum fee of 50% your usual fee for any time in excess of 15 minutes. Other services include report writing, telephone conversations, consulting with other professionals (with your permission), and time spent performing any other service you request of me. If you become involved with legal proceedings that require my participation, you pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party.

CONTACTING ME

Due to my work schedule (I am in my Olympia practice one day per week; I am in my Seattle practice two days per week), I am often not immediately available by telephone. I am in my Olympia office on Mondays and my Seattle practice on Thursdays, Fridays, and/or Saturdays. I do not answer my phone when I am in appointments with clients. You can leave me a message on my cell phone answering service any time during the day or night. I make every effort to return your call within 24 hours. Please leave your area code and phone number as well as possible times that you are available to take my return call. If you are unable to reach me or cannot wait for me to return your call, please contact one of the following resources: your family physician; 911; the nearest emergency room for the psychologist/psychiatrist on call; the Crisis Clinic at (360) 586-2800 or (206) 461-3222. When I am away from the office for an extended period of time, I will provide you with a name and contact number of a colleague to contact in case of emergency.

LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. In most situations, I can release information about your treatment only when you sign a written authorization form that meets certain legal requirements imposed by state law and/or HIPPA. With your signature on a proper authorization form, I can disclose information in the following situations:

- (1) I might occasionally want to consult other health and/or mental health practitioners or other professionals to obtain further information about you (e.g., clinical consultation; case consultation group). When I consult 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 all information confidential. Unless you request all information, I will not tell you about these consultations unless I think these contacts are important to our work together. I will note all consultations in your Clinical Record ("PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- (2) Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this document.
- (3) If you are involved in a court proceeding and a request is made for information concerning professional services I provide(d) for you, such information is protected by the psychologist-client privilege law. I cannot provide any information about you without (a) your written authorization; (b) your informing me that you are seeking a protective order against my compliance with a subpoena that has been properly served on me and of which you have been notified in a timely manner; or (c) a court order requiring the disclosure. If you are involved in or contemplating litigation, you should consult with your attorney about likely required court disclosures.

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In the following circumstances, I am permitted or I am required to disclose information with or without your consent or Authorization:

- (1) If a government agency is requesting the information for health oversight activities;
- (2) If a client files a complaint or lawsuit against me, I can disclose relevant information regarding that client in order to defend myself;
- (3) If a client files a worker's compensation claim, and the services I provide are relevant to the injury for which the claim was made, I must, upon appropriate request, provide a copy of the client's record to the client's employer and to the Department of Labor and Industries.

I am legally obligated to take actions in some situations, which I believe are necessary to attempt to protect others from harm; in those situations, I might need to and choose to reveal some information about a client's treatment. These situations are unusual in my practice.

- (1) If I have reasonable cause to believe that a child has suffered abuse of 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 might be required to provide additional information.
- (2) 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 such a report is filed, I might be required to provide additional information.
- (3) If I reasonably believe a client or any other individual is an imminent danger of interference in health and safety, I am required to take protective actions. These actions might include notifying the potential victim, contacting the police, seeking hospitalization for the client, or contacting family members or others who can help provide protection.

When such a situation arises, I make every effort to fully discuss it with you before taking any action, and I limit my disclosure to disclosed information that is necessary for your health and safety.

Although this written summary of exceptions to confidentiality provides information about potential problems, you and I can discuss any questions or concerns at any time. The laws governing confidentiality are complex, and I am not an attorney. In situations requiring specific actions, you and I might consult legal advice.

PROFESSIONAL RECORDS

Pursuant to HIPPA, I keep Protected Health Information about you in two sets of professional records. One set is your Clinical Record: information about your reasons for seeking therapy; a description of the ways in which your problem effects your life; your diagnosis; the goals we set for your treatment; your progress toward those goals; your medical and social history; your treatment history; any past treatment records I receive from other providers; reports of any clinical consultation; your billing records; any reports that have been sent to anyone, including reports to your insurance carrier. Except in the unusual circumstance that I believe disclosure could be reasonably expected to cause danger to the life or safety of the client or any other individual or that disclosure could reasonably be expected to lead to the client's identification of the person who provided information to me in confidence under circumstance in which confidentiality is appropriate, you may examine and/or receive a copy of your Clinical Record. You must provide a written request to see and/or have a copy of your Clinical Record. Because professional records can be misinterpreted and/or upsetting to untrained readers, I recommend that you initially review the records in my office or forward the records to another mental health practitioner for review and discussion. 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 the first 30 pages; I also charge a \$15 clerical fee. I can withhold your record until fees are paid. The exceptions to this policy are contained in the

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attached 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 to the Clinical Record, 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 possible. Although the contents of Psychotherapy Notes vary from client to client, these notes can include the contents of our conversations, my analysis of those conversations, and how our interactions affect your therapy. These notes also contain particularly sensitive information that you might reveal to me; this information 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 received a copy of your Psychotherapy Notes unless I determine that knowledge of the health care information would be injurious to your health and/or the health of another person; 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; contain information that was compiled and is used solely for litigation, quality assurance, peer review, or administrative purposes; or is otherwise prohibited by law.

CLIENT RIGHTS

HIPPA 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; your requesting restrictions on information from your Clinical Record that is disclosed to others; your requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; your determining the location to which protected information disclosures are sent; your having any complaints you make about my policies and procedures recorded in your record; and the right to a paper copy of the Agreement, the attached Notice form and my privacy policies and procedures. I will discuss any of these rights with you at any time.

MINORS AND PARENTS

Clients under 18 years of age (who are not emancipated) and their parents should be aware that the law might allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful treatment progress, I usually request that clients' parents consent to give up access to their child's records. If parents agree, I provide only general information about the progress of the child's treatment as well as whether the child attends scheduled sessions. I also provide a summary of the child's completed treatment. Any other communication requires the child's authorization, unless I believe the child is in danger or is a danger to someone else; in this situation, I notify parents of my concern. Before giving parents any information, I discuss the situation with the child, if possible, and do my best to take any objections into account.

BILLING AND PAYMENTS

You are expected to pay for each session at the end of the session, unless we agree otherwise or unless you have insurance that requires another arrangement. Payment schedules for other professional services will be agreed to when these services are requested. In circumstances of unusual financial hardship, I might be willing to negotiate a fee adjustment or payment installment plan.

In rare circumstances, I have the option of using legal means to secure payment: hiring a collection agency or going through small claims court (both of which require my disclosing otherwise confidential information). In most collection situations, the only information I release regarding a client's treatment is name, nature of services provided, and the amount due. If such legal action is necessary, legal costs are included in the claim.

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INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, we will assess the resources available to pay for your treatment. Because I do not participate on managed care panels, I collect fees directly from clients. If your health insurance reimburses you directly, I will complete forms and provide 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 your fees.

You should carefully read the section in your insurance coverage booklet that describes mental health services in order to determine the extent of your coverage. Your insurance plan administrator can answer any questions. I provide whatever information I can based on my experience; I can assist you in deciphering the insurance information.

Your accessing insurance coverage to pay for your psychotherapy requires that I provide information relevant to the services I provide to you. I am required to provide a clinical diagnosis as well as all session dates. Because I do not participate in managed care, I do not provide additional clinical information such as treatment plans or summaries or copies of your entire Clinical Record. By signing this Agreement, you agree that I can provide the following specific requested information to your insurance carrier: your name, clinical diagnosis, treatment dates, and fees.

INFORMATION ABOUT TECHNOLOGY

I attempt to avoid using technology as much as possible based on privacy and confidentiality issues. Internet technology is not private or confidential.

The most effective means of contacting me between sessions is via phone and voice mail: (206) 898-6563. Clients may leave a message on my cell phone 24 hours per day.

Although my main communication modality is my cell phone (I have no land line), please be aware that cell phones are not completely private or confidential. I attempt to use my cell phone only for administration purposes such as making and changing appointment times. I prefer person-to-person conversations rather than text messaging; in the rare occasion that I receive a text message, I will return the message via the phone line.

Occasionally, I use my cell phone for brief emergency phone conversations; please know that this modality is not completely private or confidential.

My only e-mail address is through Antioch University Seattle. I do not have an e-mail address connected with my private practice. I do not use e-mail for contact with clients because the Internet is not private or confidential. I do not have a website for my practice. I do not access social media sites.

FILING A COMPLAINT

Filing a complaint is done through the following agencies:

Washington Department of Health, Licensing Board, P. O. Box 47869,
Olympia, WA 98504-7869; (360) 753-2147

Washington State Psychological Association, P. O. Box 2016,
Edmonds, WA 98020-9516, (800) 245-9772; (206) 363-9772

Secretary, U. S. Department of Health & Human Services, 200 Independence Avenue, S. W.,
Washington, DC 20201, (877) 696-6775; (202) 619-0257

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SIGNATURES AND AGREEMENT

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship, with specific attention to the two items below:

I have been advised about the meaning of the diagnostic category reported to the insurance carrier (when applicable).

I agree to a session fee of \$_____, to be paid each session unless otherwise negotiated. A monthly 1% service fee will be attached to an accrued balance. When I increase these fees, I will offer a month's notice during which we can discuss the impact of this increase.

Client signature

Date

Client signature

Date

Psychologist signature

Date