

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 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, 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.

ABOUT ME & MY PRACTICE

I received a doctorate in Counseling Psychology from the University of Oregon in 1984. I have been a licensed psychologist for over 32 years and was first licensed in Oregon in 1986 and later in Washington in 1997. Although I share office space with other clinicians, we function as sole practitioners and are *not* part of a group practice or clinic. I am therefore *not* responsible for the clinical work of the other practitioners that share my office suite, nor are they responsible for my clinical work.

PSYCHOLOGICAL SERVICES

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 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.

Benefits and Risks: 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.

General Course of Services: Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our 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 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 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.

Meetings: I normally conduct an evaluation that will last from 1 to 3 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 45 to 50-minute session (one appointment hour of 45 to 50 minutes' duration) per week at a time we agree on, although some sessions may be longer (60 minutes) or more frequent.

Cancellation Policy: Once an appointment is scheduled, you will be expected to pay for it unless you provide 48 hours' (2 days) advance notice of cancellation. Please note that insurance companies do not reimburse for cancelled or missed sessions. Since I cannot bill insurance, no fee adjustments are made on these missed visits and you will be required to pay the full session fee (\$150.00) if an appointment is missed. If possible, I will try to find another time to reschedule the appointment during the same week and if we are able to do so, then I will *not* charge you for the missed appointment. Please understand that my schedule tends to be booked and it is not always possible to reschedule within the same week.

If you need to cancel an appointment you can either e-mail me at drstevenhymen@gmail.com or you can leave a voicemail message at 206-361-7544. *Please note, that I will always confirm that I have received your cancellation message. If I do not respond that day, then I have not received your cancellation message.* In that case, I strongly urge you to try to recontact me until I confirm that I have received your cancellation. Otherwise, you may still be charged for the late cancellation. Please do not try to notify me of cancellations through my Outlook Appointment Invite and Office Ally reminder notification. These systems do not alert me in a way that I can easily notice.

Professional Fees: My fee is \$250.00 for the initial evaluation meeting and \$150.00 for subsequent 45 to 50-minute therapy sessions. Longer or shorter sessions are prorated; for example, a 30 minute session is billed at \$100.00, a 60-minute session is billed at \$200.00 and a 90-minute session at \$300.00. In addition to weekly appointments, it is my practice to charge \$150.00 per hour (pro-rated) for other professional services you may require such as; report writing, telephone conversations which last longer than 10 minutes, attendance at meetings or consultations with other professionals which you have authorized, preparation of records or treatment summaries, or the time required to perform any other service which you may request of me. There is also a fee for sending copies of your clinical record to other providers, attorneys, agencies, and/or insurance companies.

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 complexity and difficulty of legal involvement, I charge \$150.00 per hour for preparation time and \$395.00 per hour for attendance at any legal proceeding.

Contacting Me: Often, I am not immediately available by telephone. While I am usually in my office between 9:00 a.m. and 6:00 p.m., I do not answer the phone when I am with a client. When I am not available, your telephone call will be forwarded to my *confidential* voice mail, which I monitor frequently. I will make every effort to return your call on the same day you make it with the exception of weekends, holidays and when I am out of town. After office hours and on weekends, you may leave a voice mail message on my office phone (206-361-7544). If you are difficult to reach, please leave some times when you will be available. Also, when leaving messages please remember to include your phone number, even if you think that I already have it, and please indicate whether your message is urgent. If I am scheduled to be out of town, I will often arrange for another behavioral health professional to be available to cover for me.

If there is a clinical emergency, you can try to reach me by calling my office phone (206-361-7544), or you can try calling me on my mobile phone (206-478-7544). These calls may be forwarded to my voice mail which I

check frequently. Please understand that I am not always immediately available and that my practice does not provide 24-hour emergency coverage.

If you cannot reach me, and you feel that you cannot wait for me to return your call, please call your family physician or go to the emergency room at the nearest hospital and ask for the psychiatrist on call. ***You may also consider calling the 24-hour King County Crisis Line at 206-461-3222, if it is a crisis situation or a life threatening emergency.***

Also, my practice is ***not*** set up for 24-hour crisis management services to individuals with unusually high needs. If you have these sorts of needs, please ask me about a referral to a practitioner or agency that is capable of providing the support that you may need.

Digital Policies: In my practice e-mails are primarily used for administrative purposes; that is, to make appointments, for billings, to send forms, and for brief exchanges of information. Because of potential confidentiality risks, I do not use text messaging, instant messaging, FaceTime, Skype or WhatsApp with clients. I also cannot join social networks with clients; such as Facebook, LinkedIn, Twitter, or Instagram.

Telemental Health Services: If your insurance allows for telehealth services, we may be able to occasionally arrange a video therapy session using a secure, HIPAA-compliant video platform. Please check that your policy allows reimbursement for Telemental Health Services. If you are interested in this option, please let me know so that we can discuss the particular insurance restrictions and requirements, as well as my policies. I have a separate Informed Consent for Telemental Health services that you must sign.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a psychologist. 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 Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that I might employ administrative staff in the future. When this occurs, I will need to share protected information with these individuals for administrative purposes, such as scheduling, billing, and collections. All staff members will undergo training about protecting your privacy and will sign an agreement not to release any information outside of the practice without my permission.
- I also have contracts with my accountant, collections agency, and billing software company. As required by HIPAA, I have a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this 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 is protected by the psychologist-patient privilege law. I cannot provide any information without 1) your written authorization; 2) you 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 3) 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.

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 such 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.
- As a result of new state regulations adopted by the Washington State Department of Health, I am required to report myself or another health care provider in the event of a final determination of unprofessional conduct, a determination of risk to patient safety due to a mental or physical condition, or if I have *actual* knowledge of unprofessional conduct by another licensed provider.

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, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in the unusual circumstance that I conclude that disclosure could reasonably be expected to cause danger to the life or safety of you or another or that disclosure could reasonably be expected to lead to your identification of 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. There is a \$150.00 per hour fee (pro-rated) for reviewing your file with you.

In most situations, I am allowed to charge a copying fee of \$1.04 cents per page for the first 30 pages and 79 cents per page after that, and a \$23 clerical fee. I may withhold your Clinical Record until the fees are paid. The exceptions to this policy are contained in the 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. Also, it should be noted that I have made arrangements with a colleague, Dr. Fredric Provenzano (206-361-2343), to administer and protect your Clinical Record in the event of *my* death or an unexpected debilitating condition to me.

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.

PAYMENT FOR SERVICES

You are ultimately responsible for the payment of all services, whether or not your insurance reimburses for a portion of the charges. If you have a yearly deductible that is not met, a co-payment or co-insurance payment as part of your insurance plan, your payment is required at the time of service. If there is a balance on your account you will receive a monthly statement, usually by e-mail. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment plan. Payments can be made by cash, check or credit/debit card. There will be a \$25 charge for returned checks.

It is now my policy to have a credit card on file for each client. If services are not paid within 60 days of billing I will notify you. If they are not paid within 90 days of billing I will notify you again and then charge your credit for the remaining unpaid balance. Please know that I will only charge your card as a last resort, and I will never charge this card without notifying you first. ***It is important that you understand that with this treatment agreement you are authorizing me to use any credit card information that you have provided for paying off unpaid balances on your bill, including outstanding insurance claims and charges for missed appointments.***

Finally, with unusual collections problems, I also 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, contact information (i.e., address and phone numbers), the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

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 usually 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 ultimately responsible for full payment of my fees. It is *very* important that you find out exactly what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions 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. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

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 me to provide services to you once your benefits end. If this is the case, I will do my 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 I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. 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 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, 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.

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 my services yourself to avoid the problems described above unless prohibited by contract.

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)