

CONNECTING STEPS COUNSELING

CLIENT - PSYCHOTHERAPIST SERVICES AGREEMENT

Welcome to my practice. This Agreement will talk about my professional services, business policies including billing and scheduling along with a summary 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 I provide you with Notice of Privacy Practices 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. HIPAA law requires that I obtain your signature acknowledging that I have provided you with this information. Please take the time to carefully read this document before our next session and come prepared to ask any questions you may have. Your signature on this document will represent an agreement between us. This agreement can be revoked by you at any time if it comes in writing. The revocation will be binding on me unless I have taken action in reliance on it such as an obligation imposed on me by your health insurer in order to process or substantiate claims made under your policy or if you have any outstanding financial obligations to me.

Philosophy

I believe it is the client who drives the therapeutic path. To build a strong therapeutic relationship, I incorporate different styles and methods of therapy to design individualized treatment based on the client's needs and place in life.

Therapy will involve individuals opening up and discussing unpleasant or uncomfortable feelings which could include anger, sadness and sometimes hopelessness. Many individuals will at some point want to end therapy due to these feels, it is my hope that you will allow me to help you through those feelings, to show you that by confronting the unpleasant or uncomfortable feelings head on you as an individual will come out the other side having better relationships, being able to focus on solutions for a problem and decrease your level of distress. However, each individual experience is different, and I cannot guarantee what your experience will be and what you get from therapy.

I believe it is important for an individual to attend at least three once weekly sessions in back to back weeks. This will allow time for me to evaluate for individual needs and allow you to get an impression of me, this will help decide if you want to continue therapy with me. Therapy involves a large commitment of time, money, energy and trust, you should carefully select your Psychotherapist. If you have questions about my practice, please feel free at any point in our relationship to bring up the questions so we can discuss any concerns you have as they come up. If you ever have doubts about our therapeutic relationship I would be happy to help identify and arrange you meeting another mental health professional.

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Sessions

My sessions are scheduled as one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on. When necessary and agreed upon I am happy to schedule additional sessions or time with a client. **Once you have made an appointment, you will be expected to pay for it unless you provide 24 hours (1 day) advance notice of cancellation, there may be exceptions to this policy which will be discussed on an individual client basis. It is important to note that insurance companies do not provide reimbursement for cancelled sessions and you will be responsible for the full session fee.**

Professional Fees

My hourly fee is \$150 for the initial session and \$135 for subsequent sessions. The fee for family sessions scheduled for an hour and a half is \$175. When I work with youth and their families I also provide case management services that could include helping the parents access other services for their youth such as help with school placement or other related issues, At Risk Youth petitions, helping the family in finding resources for housing, food and other social services. In some rare situation I will provide phone support outside of normal business hours in times of transition or crisis. Other services I provide for all clients will include report writing, telephone conversations lasting longer than 15 minutes, consultation with other professionals with your permission, preparation of records or treatment summaries, and time spent performing any other service you may request of me. For these services I charge \$150 per hour; however, I will break down the hourly cost if I work for periods of less than one hour. 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. For any legal related services I charge \$175 per hour due to the complexity of the legal system.

Contacting Me

I am in my office on a part-time basis and usually with clients unable to answer my phone. I have voicemail which I monitor frequently, including days I am not in my office. I will make every effort to return your call either by phone or email on the same day I receive your voicemail within normal business hours except for weekends and holidays. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychiatrist 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.

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CONFIDENTIALITY, CLIENT RECORDS & COMMUNICATION

Limits of Confidentiality

The law protects the privacy of all communications between a client and Psychotherapist. In most situations, I can only release information about your treatment to others if you sign a written Release of Information form that meets certain legal requirements imposed by state law and/or HIPAA. With your signature on a proper Release of Information form, I may disclose information in the following situations:

- There are times I find it helpful to consult with other mental health professionals about a case. If I chose to consult with another professional who is not associated with your or your treatment I will make every effort not to disclose your identity. The professionals I consult with are legally bound to keep the information I share confidential. If you do not object, I will not tell you when I consult with another professional, however if you feel it is important to know when this occurs and to maintain our working relationship I will share when I consult on your case. I will also make a note in your Clinical Record of the consultation.
- I use an outside billing contract, as required by HIPAA, I have a formal business associate contracts with this business in which they promise to maintain the confidentiality of any data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the name of his organizations.
- If you are involved in a court proceeding and a request is made for information concerning the professional services I have provided, which could include information that is protected by the Psychotherapist-patient privilege law. I cannot provide any information without 1) your written Release of Information; 2) you inform 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 required disclosures.
- Disclosures required by health insurers or to collect overdue fees are discussed under the Insurance Reimbursement section in this Agreement.

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

- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding the client to defend myself.
- If a client 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 client's record to the client's employer and the Department of Labor and Industries.

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I am designated as a mandated reporter, this means there are situations in which I am legally obligated to take actions when I believe it is necessary to protect others from harm. As such I may have to reveal some information about a client and their treatment. These situations occur very rarely in my practice, but it is important for you to be informed of these situations.

- 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 client 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 client, or contacting family members or others who can provide protection.

If such a situation arises and I feel it is appropriate, I will discuss the situation with you prior to taking any actions. If the situation is complex and I have questions around confidentiality or reporting I may consult with an attorney or the ethics committee through the National Association of Social Workers.

Professional Records

Pursuant to HIPPA, I keep your Protected Health Information in two sets of professional records. The first set is considered your Clinical Record. This record includes information about your reason for seeking therapy, a description of the ways your problem impacts your life, your diagnosis, the goals we have set for your treatment, progress towards those goals, your medical and social history, any past treatment records I receive from other providers, reports of any consults I do with other professionals, your billing records and any reports I have sent to other providers, insurance carriers and you as the client. You may receive a copy of your Clinical Record at any time if you make a request in writing, however these are professional records and could be misinterpreted or upsetting to you as the client, therefore I recommend you review your records with me so that I may provide any clarification. If you are not comfortable reviewing the records with me, I recommend you allow me to forward your record to another mental health professional for you to review with them. The exception to giving a client their Clinical Record is in the rare situation I conclude disclosure could possibly cause danger to the life or safety of the client or any other individual or the disclosure could lead the client identifying a person who provided information to me in confidence and expects their confidentiality remain intact. I am allowed to charge a fee for copying your Clinical Record, I will charge a flat rate of \$15 for the first 30 pages and any other page after that will be charged at \$0.85/page. Fees are due at the time you receive your record.

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I keep a set of Therapy Notes. These notes are for my own use and are designed to assist in providing you with the best treatment. The content in these notes vary from client to client, they can include contents of our conversations, my thoughts and analysis on our conversation and how the conversation impacts your therapy. At times the notes can contain sensitive information that you may reveal as part of your therapy, sometimes this information is not required to be included in your Clinical Record. These notes are kept separate from your Clinical Record and are labeled in a way that does not provide any identifying information. Your insurance company can request and receive a copy of your Clinical Record, they cannot receive a copy of your Therapy Notes without your written and signed Release of Information. Insurance companies cannot compel you to sign a Release of Information as a condition of coverage or penalize you in any way for your refusal. You may request a copy of your Therapy Notes unless I determine the knowledge of the health care information would be detrimental to your health or the health of another person or could lead to you identifying an individual who provided the information in confidence and expects that confidentiality remain intact or contain information that was compiled and is used solely for litigation, quality assurance, peer review, administrative purposes or is otherwise prohibited by law.

Client Rights

HIPAA provides expanded rights when it comes to your Clinical Records and disclosures of protected health information. You can request that I amend your record; request restrictions on what information from your Clinical Records is disclosed to others; request 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.

Minors & Parents

Clients under 18 years of age who are not emancipated, should be aware that the law may allow parents to examine their child's treatment records. Since privacy in therapy is often crucial to successful progress, particularly with teenagers, it is my policy to ask the youth's permission in releasing their records and/or asking the parents to consent to giving up their access to the youth's records. If the parents agree I will only provide general information about the progress of the youth's treatment and attendance to the youth's scheduled sessions. I will provide a summary of the youth's treatment to the parents upon completion of the youth's treatment. If the youth provides a Release of Information for their parents, I will share more information based on what the youth has authorized me to disclose. The exception to this policy is if I feel the youth is in danger or is a danger to someone else, if this occurs I will notify the parents of my concerns.

Email Communication

The Health Insurance Portability and Accountability Act (HIPAA) of 1996 established privacy requirements and security standards for protecting the confidentiality and integrity of individually identifiable health information. Email communication is an option a client may choose. Connecting Steps Counseling email is able to be encrypted when requested, however the network and computer are not protected by encryption but only by hardware and software firewalls and anti-intrusion software and do not meet HIPAA standards for privacy and confidentiality. Email correspondence with Connecting Steps Counseling cannot be guaranteed to be private and confidential and is therefore used by clients with this informed consent and at their own risk.

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BILLING, PAYMENTS & INSURANCE

Billing & Payments

It is expected that you pay your Co-Pay or full session's rate if no insurance or out-of-network insurance at the time of your session. In some situations, I may offer monthly billing for out-of-network policies with fifteen-day terms. For out of network policies I require payment in full at the private pay rate of \$135/hour (\$175/hr for the initial session) within 10 days of receipt of invoice. I bill out of network policies as a courtesy, for direct insurance reimbursement to you. If by mistake the insurance company reimburses me, I will either issue a refund or a credit to be applied to future billing. Payment for other professional services requested will be billed at the end of each month with a twenty-day term. In circumstances of financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

Interest will be charged on all accounts 60 days past due at the rate of 1.5%. If your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure payment. This will include 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 client's treatment is his/her name, the nature of the services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

Insurance Reimbursement

It is important to understand and evaluate the resources you have access too. One of the main resources will be your insurance; knowing what your insurance policy will cover for mental health treatment is important and will allow us to set treatment goals and priorities. Most health insurance policies will provide coverage for mental health treatment, it is important for you to carefully read the mental health section in your insurance coverage booklet to know your coverage. If you do not have a booklet or have further questions, please contact your plan administrator or insurance carrier direct. I am able to fill out forms and provide whatever information you may need to help in receiving your health benefits. Keep in mind it is your responsibility not your insurance company for full payment of my fees.

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Consent for Treatment, HIPPA Information, Financial Responsibility & Release of information

I hereby give my consent for psychological consultation and treatment. I understand that Marcy Feinstein is an independent practitioner and no other clinician is involved in the consultation and or treatment of me or my dependent(s).

I acknowledge that I have received a copy of this Client - Psychotherapist Agreement and the Washington Notice Form: Notice of Psychotherapists' Policies and Practices to Protect the Privacy of Your Health Information that describes how Connecting Steps Counseling and Marcy Feinstein, LICSW may use and disclose my protected health information, certain restrictions on the use and disclosure of my healthcare information, and rights I have regarding my protected health information.

I agree to be financially responsible for all charges that accrue from consultation and treatment.

I agree to be financially responsible for cancelled appointments in accord with the cancellation policy.

I authorize insurance benefits to be paid directly to Marcy Feinstein of Connecting Steps Counseling, and that Marcy Feinstein may release any information to the insurance company required for processing my claims.

My signature below acknowledges that I have read and understand the information provided, and that I agree to the terms.

This Release of Information will remain in effect indefinitely until revoked in writing

Signature of Client (13yrs old and above)

Date

Signature of Parent/Guardian (if a minor)

Date

Marcy Feinstein, MSW, LICSW

Date