KITSAP FAMILY WELLNESS
NURTURE. CONNECT. HEAL.

3587 NW Anderson Hill Road
Silverdale, WA 98383
360-434-7097 Direct
360-698-5967 Fax

PSYCHOTHERAPY AGREEMENT

Welcome to Kitsap Family Wellness, a direct service organization specializing in helping individuals and families improve and preserve their overall health and relationship wellbeing. We appreciate the opportunity to work with you.

This document answers some questions clients often ask about any psychology practice. It is important that you know how we will work together and that you have a clear idea of what we are trying to accomplish. After you read this document we can discuss, in person, how these issues apply to your own situation. This document is yours to keep and use as a reference.

About Psychotherapy

The first one to three sessions consist of an evaluation phase of treatment where we will discuss with you the approach to psychotherapy, as well as risks, benefits, and other important aspects of treatment. We may also recommend psychological testing or other forms of assessment to aid in treatment planning. During the evaluation phase we will also develop a treatment plan together. Though it is not uncommon to update this treatment plan as psychotherapy progresses, it will provide us a clear conceptualization about the course and rationale of treatment. We prefer to work in collaboration with our clients, focusing exclusively on the goals you define or we define together. We rely on evidence-based treatment to help you meet the goals established during treatment.

Scheduling Sessions

We operate by appointment only. Each psychotherapy session is typically scheduled for 45-50 minutes; however, there are times where they may be scheduled shorter or longer, depending on treatment goals and progress. If, after the initial evaluation, we agree on a treatment plan, we will decide on a frequency of meetings (usually once a week to every other week) and reserve a specific time every week to meet. If you are unable to keep an appointment, we request that you provide a 48-hour notice. Because we are rarely able to fill a time slot with less than a week's notice, we will need to bill you for appointments you do not cancel within 48 hours of the appointment time. However, we do recognize that there are extenuating circumstances that might require a cancelation within 48 hours. These cases are considered on a case-by-case basis.

If you have the type of schedule that makes weekly or biweekly appointments impossible, we may be able to work out a schedule that meets your needs. If you cancel or miss too many appointments, you may lose your regular appointment time and have to schedule our meetings based on our availability each week. If excessive missed appointments are interfering with treatment goals, we may need to terminate services.

The Benefits and Risks of Therapy

As with any treatment, there are some risks as well as many benefits. Because of an increased focus on the types of problems you are facing, **you may notice a temporary increase in unpleasant feelings such as sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other feelings; increased focus of unpleasant memories; disruption of relationships; or temporary worsening of your problem**. Most of these risks are to be expected when people are making important changes in their lives. In addition, even with our best efforts, there is a risk that therapy may not work out well for you.

While you consider these risks, you should know that many people find psychotherapy very beneficial, and research into whether psychotherapy works shows that it generally works very well. For instance, people who are depressed may find their mood lifting. Others may no longer feel afraid, angry, or anxious or find new ways to cope with difficult emotions. In therapy, people have a chance to take new points of view, to express their feelings and thoughts, to practice new skills, and to develop new strategies to deal with their struggles. Clients' relationships and coping skills may improve greatly. They may get more satisfaction out of social and family relationships. Their personal goals and values may become clearer. They may grow in many directions—as individuals, in their close relationships, in their work or schooling, and in the ability to enjoy their lives.

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What to Expect from Our Relationship

As professionals, we will use the best knowledge and skills to help you. This includes following the standards of the national and state governing organizations. In your best interests, the APA puts limits on the relationship between a therapist and a client, and we will abide by these. Let us explain these limits, so you will not think they are personal responses to you.

In some cases, you will be working with a psychology intern, or a psychology resident. This will be explained to you at your first appointment.

We are not able to provide you with advice related to law, medicine, finance, or any other professions outside of our provider's area of expertise.

Second, state laws and the rules of the APA require us to keep what you say confidential (private). You can trust that we will not violate this privilege, except in certain limited situations (viz., services conducted in collaboration with, for or that is related to the court). Some of these are explained in the section titled *About Confidentiality*. Any other situation that might limit confidential in your case will be discussed with you ahead of time.

Third, in your best interest, and following the APA's standards, we cannot engage in multiple relationships with you that might cause you harm. This could include personal, academic, or business relationships. If a situation arises where this might be the case this relationship will be discussed with you and measures taken to eliminate this harmful duel relationship.

About Confidentiality

In general, state and federal law protects the privacy of all communications between a client and a psychotherapist, and in most cases this information can only be provided to others if you sign a written consent. There are a few cases in which confidentiality is *not* protected:

1. If you were sent to us by a court or its officers or by your employer for evaluation or treatment and a report (verbal or written) is expected of me to summarizing findings of an evaluation or details of treatment.

2. If you are involved in any type of legal proceeding and you tell the court that you are seeing us, we may be ordered to show the court records.

3. If you make a serious threat to harm yourself or another person in the course of psychotherapy, we are obligated to try to protect you or that other person: the law also requires us to do so. This usually means telling others about the threat. We cannot promise never to tell others about serious threats you make.

4. If there is a belief that a child, dependent, or elderly person has been or will be abused or neglected, we must report this to authorities to protect that person who is unable to protect him- or herself.

5. In the course of treatment we may also use or disclose protected health information (PHI) for purposes of treatment, payment, and healthcare operations. The rules about the use and disclosure of your personal information are governed by the Health Insurance Portability and Accountability Act (HIPAA) and Washington state law. Please read the Notice of Privacy Practices for details about use and disclosure of PHI.

6. There are times when it would be beneficial to you to discuss your situation with a colleague in order to gain a second opinion regarding your case. If this occurs every effort will be made to maintain your anonymity. Only information important for treatment planning and/or drawing the most valid conclusions from assessment results will be shared.

7. If for some reason your case must be transferred to another provider as a result of illness, disability, or presently unforeseen circumstances, we ask you to agree to transferring your records to another therapist who will assure their confidentiality, preservation, and appropriate access.

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8. At times details of a case can inform and improve the practice of psychology. We ask that if your case can be used for educational or research purposes that we be allowed present details of your case. If this occurs, we will assure that no information will be divulged that could be used to identify you.

Additional Note: If we do family, partner, conjoint, or couples therapy (where there is more than one client), and you want to have our records of this therapy sent to anyone, all of the adults present will have to sign a release.

If You Need to Contact Me

We cannot promise to be available at all times, and we do not provide 24-hour on-call services. We do not take phone calls when with another client or during hours when we are not in operation. However, you may always leave a message and we will return your call as soon as we can. Generally, we will return messages daily except on weekends, holidays, and vacations. Email is typically the best way to reach your psychotherapist.

If you have an emergency or feel that you cannot wait for us to return your call, please call the Crisis Clinic of the Peninsulas at (800) 843-4793, 911, or your primary care physician. Out of Kitsap County you can call the National Suicide Hotline (800) 273 – TALK (8255). You may also go to the nearest hospital Emergency Room and ask for the psychiatrist on call. The Emergency Room physician should be given a release to speak with me.

Other Points

If, as part of psychotherapy or psychological assessment, you create and provide records, notes, artworks, or any other documents or materials, we will return the originals to you at your written request but will retain copies. However, a request must be made before the end of services as many of our records are stored electronically, with originals destroyed.

Although we sometimes share office space with other practitioners, we are *not* a group and we do *not* function as a group; we are not liable for the actions of any other provider in the building, and they are not liable for any of my actions.

Statement of Principles and Complaint Procedures

It is our intention to fully abide by all the rules of the American Psychological Association (APA) and by those of the state licensing agency.

Problems can arise in our relationship, just as in any other relationship. If you have concerns, please raise them with us as soon as feasibly possible. Our work together will be slower and harder if you do not voice your concerns with us. We will make every effort to hear any complaints you have and to seek solutions to them. If you feel that we, or any other provider, has treated you unfairly or has even broken a professional rule, please tell us.

Social Justice is one of the many important values we pursue in our work. We do not discriminate against clients because of any of these factors: age, sex, relational/marital/family status, race, color, religious beliefs, ethnic origin, place of residence, veteran status, physical disability, health status, sexual orientation, or criminal record unrelated to present dangerousness. This is a personal commitment, as well as being required by federal, state, and local laws and regulations. We will always take steps to advance and support the values of equal opportunity, human dignity, social justice, and racial/ethnic/cultural diversity. If you believe you have been discriminated against, please bring this matter to our attention immediately.

NOTICE OF PRIVACY PRACTICES

The privacy of your health information is important to me. We will maintain the privacy of your health information and we will not disclose information to others unless you say to do so, or unless the law authorizes or requires us to do so.

A new federal law commonly known as HIPAA (Health Insurance Portability and Accountability Act) requires that we take additional steps to keep you informed about how we may use information that is gathered in order to provide mental health services to you. As part of this process, we am required to provide you with the attached *Notice of Privacy Practices* and to request that you sign the attached as written acknowledgment that you have received a copy of the Notice. The Notice

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describes how we may use and disclose your protected health information to carry out treatment, payment, or health-care operations and for other purposes that are permitted or required by law. This Notice also describes your rights regarding health information we maintain about you and a brief description of how you may exercise these rights.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW YOUR PROTECTED HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

YOUR HEALTH INFORMATION

This Notice applies to the records and information I have about you, your health, your health status, and the health care and services you received from me. Your health Information may include information created or received by us, maybe in the form of written or electronic records were spoken words, and may include information about your health history, health status, symptoms, examinations, test results, diagnoses, treatment, procedures, prescriptions, and similar types of health-related information. This Notice will tell you the ways in which we may use and disclose health information about you and describe your rights and our obligations regarding the use and disclosure of that information.

USES AND DISCLOSURES FOR TREATMENT, PAYMENT, AND HEALTH-CARE OPERATIONS

We may use or disclose your protected health information (PHI) for treatment, payment, and health care operations purposes with your consent. To clarify these terms, here are some definitions:

- PHI refers to information in your health record that could identify you.
- Treatment is when we provide, coordinate, or manage your health care and other services related to your health care. For example, if we consult another health-care provider, such as your family physician or another psychologist, this would require disclosure of some of your health information for treatment purpose.
- Payment is when we obtain reimbursement for your health care. For example, we may need to disclose some of your PHI to your health insurer in order to obtain reimbursement for your health care or to determine eligibility for coverage.

Making requests related to your PHI

DENIAL OF REQUESTS TO INSPECT AND COPY YOUR HEALTH INFORMATION

We may deny your request to inspect and/or copy your health information under certain circumstances. If you are denied copies of or access to health information that we keep about you, you may ask that your denial be reviewed. If the law gives you a right to have my denial reviewed, we will select a licensed health care professional to review the request and my denial. We will comply with the outcome of the review.

TO REQUEST AN AMENDMENT TO YOUR HEALTH INFORMATION AND RECORD

You have the right to request an amendment as long as I keep the information.

To request an amendment, complete and submit a CLINICAL RECORD AMENDMENT/ CORRECTION FORM to Kitsap Family Wellness. We may deny your request for an amendment if your request is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask me to amend information that (1) we did not create, unless the person or entity that created the information is no longer available to make the amendment; (2) is not part of the health information that we keep; (3) you would not be permitted to inspect and copy the information; or (4) is accurate and complete.

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TO REQUEST RESTRICTIONS OF THE DISCLOSURE OF YOUR HEALTH INFORMATION

To request restrictions on the health information we use or disclose about you for treatment, payment, or health-care operations, you must complete and submit the REQUEST FOR RESTRICTION OF USE OR DISCLOSURE OF CLINICAL INFORMATION Kitsap Family Wellness

TO REQUEST A CHANGE IN THE MANNER OF CONFIDENTIAL COMMUNICATIONS

To request a change in the manner in which I provide confidential communications, you may complete and submit the REQUEST FOR RESTRICTION OF USE OR DISCLOSURE OF CLINICAL INFORMATION FORM to Kitsap Family Wellness. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

- Right to Request Restrictions. You have the right to request restrictions on certain uses and disclosures of PHI regarding yourself. However, we are not required to agree to a restriction or request.
- Right to an Accounting of Disclosures. You have the right to receive an accounting of disclosures of PHI. Upon your request, we will discuss with you the details of the accounting process.
- Right to Request the Manner of Confidential Communications. You have the right to request and receive communications of PHI by alternative means and at alternative locations. For example, if you do not want a family member to know you are seeing me, upon your request, we can send your bills to another address.
- Right to Inspect and Copy. You have the right to inspect and copy your health information, such as progress notes and billing records, that we keep and use to make decisions about your care. We may deny your access to PHI under certain circumstances. (For example, if we believe it may be harmful to you.) In some cases, you may have this decision reviewed. Upon your request, we will discuss with you the details of the decision review process.
- Right to Amend. You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your requests. Upon your request, we will discuss with you the details of the amendment process.
- Right to a Paper Copy. You have the right to obtain paper copy of this Notice from me upon request, even if you have agreed to receive it electronically. To obtain a copy of this Notice, contact Kitsap Family Wellness at the above noted address and phone number.

CHANGES TO THIS NOTICE

We are required by law to maintain the privacy of PHI and provide you with this Notice of my legal duties and privacy practices with respect to PHI. We reserve the right to change this Notice and to make the revised or changed Notice effective for clinical information we already have about you, as well as information we receive in the future. We will post a summary of the current Notice in the waiting area with its effective date in the bottom right hand corner. You are entitled to a copy of the Notice currently in effect.

COMPLAINTS

If you're concerned that we have violated your privacy rights or you disagree with a decision we made about access to your records, please contact the office manager about the complaint. You may also send a written complaint to the Secretary of the Department of Health and Human Services at the following address:

You will not be penalized for filing a complaint.

- Workers Compensation. We may release health information about you for workers compensation or similar programs to the extent necessary to comply with laws related to workers compensation or other programs.
- Public Health Risks. We may disclose health information about you for public health reasons; in order to prevent or control disease, injury or disability; or to report suspected abuse or neglect, non-accidental physical injuries, or

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reactions to medications.

- Health Oversight Activities. We may disclose health information to a health oversight agency for audits, investigations, inspections, or licensing purposes. These disclosures may be necessary for certain state and federal agencies to monitor the health care system, government programs, and compliance of civil rights laws.
- Lawsuits and Disputes. If you are involved in a lawsuit or a dispute, we may disclose health information about you in response to a court or administrative order. Subject to all applicable legal requirements, we may also disclose health information about you in response to a subpoena.
- Law Enforcement. We may release information if we are asked to do so by law enforcement officials in response to a court order, subpoena, warrant, summons or similar process, subject to all applicable legal requirements.
- Information Not Personally Identifiable. We may use or disclose health information about you in a way that does not personally identify you or reveal who you are.
- Family and Friends. We may disclose health information about you to your family members or friends if we obtain your verbal agreement to do so, or if we give you an opportunity to object to such disclosure and you did not raise an objection. We may also disclose health information to your family or friends if we can infer from the circumstances, based on my professional judgment that you would not object. We may assume you agree to the disclosure of your personal health information to your partner/spouse if you bring your partner/spouse with you into the room during treatment or while treatment is discussed.

OTHER USES AND DISCLOSURES OF HEALTH INFORMATION

We will not use or disclose your health information for any purpose other than those identified in previous sections without your specific, written authorization. If you give me the authorization to use or disclose health information about you, you may revoke that authorization in writing at any time. If you revoke your authorization, we will no longer use or disclose information about you for the reasons covered by your authorization, but we cannot take back any uses or disclosures already made with your permission. In some instances, we may need specific, written authorization from you in order to disclose certain types of specially protected information such as HIV or substance abuse information.

YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

You have the following rights regarding health information we obtain about you:

- Health-care operations or activities that relate to the performance and operation of my practice. Examples of health-care operations are quality assessment and improvement activities, business-related matters such as audits of administrative services, and case management and care coordination.
- Use applies only to activities within my office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- Disclosure applies to activities outside my office, such as releasing, transferring, or providing access to information about you to other parties.

Please note: once information leaves this practice and becomes part of any data resource beyond my control, such as when I release your health information to your insurance company, we can no longer guarantee by whom and under what conditions it will be disclosed. HIPAA regulations permit your PHI to be used by third-party payers for the purposes they define as relevant to their payment and health-care operations. Please review the Privacy Practices Notices for your health insurers for information about how they use and disclose your PHI.

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USES AND DISCLOSURE REQUIRING AUTHORIZATION

We may use or disclose PHI for purposes outside of treatment, payment, or health-care operations when your appropriate authorization is obtained. An authorization is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment, or health-care operations, we will obtain authorization from you before releasing information. We will also need to obtain authorization before releasing your Psychotherapy Notes. Psychotherapy Notes are notes we have made about our conversation during a private, group, joint, or family therapy/counseling session that we have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

USES AND DISCLOSURES WITH NEITHER CONSENT NOR AUTHORIZATION

We may use or disclose health information about you for the following purposes, subject to all applicable legal requirements and limitations:

- Serious Threat to Health or Safety. We may use and disclose health information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. If you communicate a serious threat of violence against another person or if you are in imminent risk of inflicting serious harm on yourself, I may disclose information in order to initiate hospitalization.
- Required by Law. We will disclose health information about you if we are required to do so by federal, state, or local law.

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Our Agreement

I, the client (or his or her parent or guardian), understand I have the right not to sign this form. My signature below indicates that I have read and discussed this agreement; it does not indicate that I am waiving any of my rights. I understand I can choose to discuss my concerns with you, the psychologist or counselor, before I start (or the client starts) formal therapy, assessment, or consultation. I also understand that any of the points mentioned above can be discussed and may be open to change. If at any time during the treatment, assessment, or consultation I have questions about any of the subjects discussed in this document, I can talk with you about them, and you will do your best to answer them.

I understand that psychology works only when I participate actively and follow my psychotherapist's recommendations; therefore, I will make every effort to participate fully and keep scheduled appointments, for my own benefit and out of respect for myself, my therapist, and the psychology process. I understand that I may be working with a resident, or a psychology intern and this was explained to me at my first appointment.

I understand that after services begin, I have the right to withdraw my consent to services at any time, for any reason. However, I will make every effort to discuss my concerns with the psychologist.

I understand that no specific promises have been made to me by this psychotherapist about the results of treatment, the effectiveness of the procedures used by this therapist, or the number of sessions necessary for therapy to be effective.

I understand that any psychological assessment report written as part of an assessment at the request of another provider/agency will be sent to the provider/agency that requested the report.

I have read, or have had read to me, the issues and points in this document and in the *Notice of Privacy Practices*. I have discussed those points I did not understand and have had my questions, if any, fully answered. I agree to act according to the points covered in this document. I hereby agree to enter into therapy with this therapist (or to have the client enter therapy), and to cooperate fully and to the best of my ability, as shown by my signature here.

_____	_____	_____
Printed Name	Signature of client (or person acting for client)	Date
_____	_____	_____
Printed Name	Signature of partner/spouse (if applicable)	Date

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Client Name (If different from above) Relationship to Client

I, the therapist, have met with this client (and/or his or her parent or guardian) for a suitable period and have informed him or her of the issues and points raised in this document. I have responded to all of his or her questions. I believe this person fully understands the issues, and I find no reason to believe this person is not fully competent to give informed consent to treatment. I agree to enter into therapy with the client, as shown by my signature here.

_____	_____
Signature of therapist	Date
_____ copy to client	_____ copy to therapist