

## **John Schwab, Ph.D.**

### Psychotherapist-Patient Services Agreement

Welcome to my practice. This document 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 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 it will also represent an agreement between us. You may revoke the Agreement in writing at any time. That revocation will be immediately binding on me unless:

- I have already taken action in reliance on it;
- there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy for services previously provided
- or, if you have not satisfied any financial obligations you have incurred.

### **MY PRACTICE ORIENTATION and TRAINING**

I work with adults, adolescents and children. I also specialize in work with couples. Many people, whether children, individual adults or couples come to therapy with specific symptoms they wish to confront— perhaps of mood, of relationships, or of other behaviors. Others face major decisions in their lives. I work on all of these levels, working to establish a place where people can disclose their personal challenges openly and truthfully.

My orientation is interpersonal and psychodynamic within a biopsychosocial and developmental

context. That means that therapy with me is a process of psychological growth which includes both an intensely interactive experience in the present and an exploration of the past, all within the context of your biological and social history. Insight into yourself and your past will be important, but your experience of self in therapy will be primary. Above all, I believe that healing and change occur within a safe and trusting therapy relationship. I work closely with medical providers if medical therapies are called for. I ask my patients to make a serious commitment to their therapy and to be honest with themselves and with me.

I hold a Ph.D. in Clinical Psychology from Seattle Pacific University. With 15 years of prior experience in the arts, specifically as a theatre and film director and writer, I think I'm particularly sensitive to the creative needs of people in their lives. My doctoral research was at the University of Washington Department of Psychology, in marital emotional interaction and my pre-doctoral internship was with Mary Bridge Children's Hospital. I have a Masters degree in Psychology from Seattle University and am a Licensed Mental Health Counselor (#MH 30002844).

## **PSYCHOTHERAPY SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychotherapist 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 during our sessions and at home. I also depend on your active feedback during the course of therapy, regarding questions and concerns as they arise.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what you will experience.

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 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. 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**

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). It is important to note that insurance companies do not provide reimbursement for late canceled sessions.

## **PROFESSIONAL FEES**

My usual and customary fee for a fifty-minute psychotherapy session is \$90.00. In addition to my weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than ten minutes, consulting with other professionals on your behalf with your permission, preparation of records or treatment summaries for release, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficulty of legal involvement, I charge \$200.00 per hour for preparation and attendance of any legal proceeding.

## **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 8 and 7 on Tuesday, and Friday, I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by voice mail that I monitor frequently, and my outgoing message contains information on how to

reach me in emergency. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. 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 Kitsap County Crisis Line at 800-843-4793. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary, during my absence.

## **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a licensed psychotherapist. 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 Psychotherapist's Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that I practice with other mental health professionals and that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

- 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 therapist-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 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.

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**

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, treatment dates and procedures, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in the unusual circumstance that I conclude disclosure could reasonable be expected to cause danger to the life or safety of the patient or any other individual, or that disclosure could reasonably be expected to lead to the patient's 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. 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 that, and a \$15 clerical fee. I may withhold your record until those 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.

In addition, I also 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. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your separate 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 receive a copy of your Psychotherapy Notes unless I determine that knowledge of the health care information would be injurious to your health or the health of another person, or 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, or contain information that was compiled and is used solely for litigation, quality assurance, peer review, or administrative purposes, or is otherwise prohibited by law.

## **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 have 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.

## **MINORS & PARENTS**

Patients under 18 years of age who are not emancipated and their parents should be aware that Washington law protects the confidentiality of records for children fourteen and older, regardless of who is paying for treatment. However, in my professional experience, privacy in psychotherapy is often crucial to successful progress, particularly with teenagers; therefore it is usually my policy to request an agreement from the parents that they not seek access to their child's records. If they agree during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete, but content will remain confidential according to patient and statutory requirements. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents and/or appropriate others of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

## **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. In the case of third party payers, I prefer that your co-payment be paid at the time of service. Payment schedules for other professional services will be agreed to when the services are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan, to which we agree in advance of services. In no case will I agree to waive your co-pay while charging the insurance company or other third party payer full fee, as this constitutes fraud.

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I 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, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim. However, my clear preference is to resolve payment issues through mutually cooperative agreement.

## **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 often provide some coverage for mental health treatment. I will submit bills to payers with whom I have provider contracts, 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 responsible for full payment of agreed 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 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.

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 in very rare situations, 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. Insurance companies are limited by HIPAA in the information and protection of your personal health information, and now are subject to substantial penalties for abuse, coercion or inappropriate requests or disclosure.

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.

**Your signature below indicates that you have read the information in this document and agree to abide by its terms, and also serves as an acknowledgment that you have received the HIPAA notice form described above.**

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Signature

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Date

10/04/03