

Psychologist-Patient Service Agreement

Welcome to my practice! I am pleased that we will be working together.

This document holds important information about my professional services and policies.

Please read carefully and please do feel free to ask questions at any time during our work together. On our first visit, we will discuss this document in person. After you sign it, it will become an agreement between us. You may revoke it in writing at any time. Your revocation will be binding on me with the exception of action I may have already taken in reliance on this Agreement.

I am an independent practitioner. I am solely responsible for the care of my patients.

Psychotherapeutic Services

I provide individual treatment for children, adolescents, and adults of all ages, as well as family psychotherapy, parent coaching, and couples psychotherapy. I also treat specifically insomnia (CBT-I).

I understand therapy through an interpersonal, relational psychoanalytic framework. This means that treatment focuses on how children, families, and adults experience and understand their lives in relationship with others.

Given the wide range of my training in treatment approaches, I also practice integrative psychotherapy. This means that treatment is tailored to the needs of the patient and/or the family. I structure my approach to the needs of my clients by drawing from a number of different schools in my theoretical orientation. These include behavioral interventions, support for executive functioning, family systems approaches, object relations, attachment and developmental theories, harm reduction, motivational interviewing, cognitive behavioral therapy, child and adult development, and mindfulness practice.

Risks. Psychotherapy has benefits and risks.

Risks sometimes include experiencing uncomfortable or intense feelings—such as sadness, anger, anxiety, frustration. It can also include feelings of losing progress or regressing, as we work towards confronting hard aspects of living.

Therapy can involve talking about unpleasant parts of a life. Sometimes patients report an increase in symptoms, especially when starting out. For any one of us, this can be because, once we start therapy, we quickly gain greater awareness of problems that we may have put off.

Benefits. Eventually greater understanding and more freedom in experiencing can lead to a sense that one is more in control, having a clearer idea of choices, and, of course, *relief*. Psychotherapy has been demonstrated to help those who undertake it. Research shows that therapy often leads to a significant reduction of distress, and better relationships, problem- solving, and a sense of well-being. However, there are no absolute guarantees.

Education, Training, and Licensure

To varying degrees I have been involved in training, practicing, teaching, and writing in the field of Psychology since 2007. A profound awareness and study of psychological concepts and methods pre-dates this.

I am a licensed Psychologist (#PY60597104), and my focus is on Clinical Psychology, that is, how psychology is applied directly to people.

The Washington State licensure law gives patients recourse procedures for complaints and recourse . Inquiries about a psychologist's professional qualifications and/or treatment may be directed to the Examining Board of Psychology, Division of Professional Licensing, P.O. Box 9649, Olympia, WA 98504.

Working with young children

I usually begin by focusing on the problems that have brought you or your child to therapy. My goal is for patients to feel comfortable with the direction that we are taking. I also include treatment planning with parents. This means discussing with parents regularly our agreed-upon goals.

To better understand the daily life of a child, I encourage parents or caregivers to meet frequently with me. Together, we may want to try out changes you can implement in your home, including how parents and caregivers might do things differently, in order to help your child progress. At the outset of therapy I recommend at least 5-6 parent-focused sessions. With a written "release-," from

parents or patients, I am can also consult with teachers, other therapists, and physicians. The point is to help us answer questions about, and to help provide a mutually supportive atmosphere for your child.

Separated or Divorced Parents:

When parents are separated or divorced, both parents usually need to consent to evaluation or treatment for their child, and to agree about payment. Please note that I **do not** perform custody evaluations and therefore do not make custody or visitation recommendations. I do offer treatment for re-unification. If a separation or divorce will or has occurred, or in re-unification cases, both parents of the child will be asked to sign a stipulation that prevents any of my records or testimony from being released in any type of legal matter. Please let me know if a stipulation is necessary so that the therapeutic alliance with your child will not be harmed by the legal system putting me into the role as a witness.

My Responsibilities to You

Therapy is a relationship that works in part because we each hold clearly defined rights and responsibilities. This helps to create the safety to take risks, and the support to become empowered to change. As a client in psychotherapy, you have various rights that are important for you know. There are also certain limitations to those rights.

I. Confidentiality

With the exception of certain specific circumstances described below, patients have the absolute right to the confidentiality of their therapy. Without your prior written permission, I will not and cannot tell anyone else that you, your child, or family are in therapy with me.

An exception: Provisions of the Health Care Information Act of 1992 (HIPAA 1992), a therapist may legally speak to another health care provider or a member of your family about a patient's care without prior consent. In other words, I can consult with other care providers. As the patient, you may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You can also request anyone you wish to attend a therapy session with you.

Protected health information (PHI), information about you and your care, is also protected under the provisions of the Federal Health Insurance Portability and

Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you.

The following are legal exceptions to your right to confidentiality:

1. **Minors:** If you are under 18 years of age, please be aware that the law provides your parents or legal guardians the right to examine your treatment records. If your parents are in the process of divorce or separation, I request an agreement from your parents or guardians that they consent to give-up access to your records (see section on Divorced or Separated Parents). If they agree, I will provide them with only general information about how your treatment is proceeding. If I believe there is high risk that you will seriously harm yourself or others, I will notify them of my concern. Before giving information, I will try my best to discuss the matter with you and attempt to resolve any objections that you might have about the information I need to discuss.
1. **Harm to Others:** I am legally required to take action to prevent others from harm, even though that may require revealing some information about treatment. If I believe that a patient is threatening serious bodily harm to another, I am required by law to take protective action, which may include notifying the potential victim, notifying the police, or seeking the appropriate hospital treatment. I am also required by law to report disclosed cases of communicable diseases including an HIV positive status to the Department of Health.

Abuse or Neglect. If I have reason to believe that you are abusing or neglecting a child or a vulnerable adult, or if you give me information about someone else who is doing so, I must inform Child Protective Services or Adult Protective Services immediately. I must also report cases where I have knowledge that the perpetrator of past abuse is in regular contact with children.

Harm to Self. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality. I may take actions such as calling the police or the county crisis team. I may be required to seek hospitalization for a patient, or contact family members or others who can provide protection. I will make every effort to fully discuss actions with you before taking action.

If you reveal information about the impairment or sexual misconduct of another psychotherapist licensed in the State of Washington, I am required by law to report that conduct to the Department of Health. I will also attempt to report

sexual misconduct of therapists licensed in other states although there may not be a law within that state regarding impairment of licensed mental health providers. Therapists do not have social or sexual relationships with clients or former clients because that would be harmful, unethical, illegal, and an abuse of power.

Additional Potential Risks to Confidentiality

Coverage. In the event I am leaving town or will in some way be unavailable, I may arrange for coverage with another therapist and may disclose confidential information to that individual so that they may reasonably provide any required assistance for you.

I am occasionally off-the-grid or away and not using my phone or other means of contact, or I may not have another therapist on-call.

If you are in need of urgent help or need to check in with someone and I am not immediately available:

I encourage patients to use the 24-hour hotline of Crisis Connections in times of emotional crisis: **206-436-3222**

Billing. Your contact information, billing, and insurance information will be shared with my billing service. They have signed a confidentiality agreement and hold the same responsibilities as I do to keep your information private. They will have restricted access to the secure electronic charting and invoicing software. They will be unable to access clinical information that does not pertain to billing, such as progress notes. Any information that is provided to insurance companies they will be able to access.

Professional Consultation. Medical or collaborative care consultations with other professionals can be helpful for your treatment. In this situation, I may formally ask your permission to consult with a professional collaborating for your or your child's care. You are very strongly encouraged to inform your child's school psychologist, primary care physician, and prescribing physician/psychiatrist (if applicable) that you or your child is in therapy with me. I regularly consult with other psychologists as part of professional development and best practices.

Email and Mobile Phone Communications. You can securely email with me via the Therapy appointment messaging system. If you elect to communicate by email instead, please be aware that email is not confidential. All emails are retained in the

logs of the Internet service provider. These logs are in theory available to be read by the system administrators of the Internet service provider. Please be aware that I regularly access email communications via my password-protected mobile phone. It is theoretically possible that, if my mobile phone were lost or stolen and the password were somehow circumvented, our email communications could be accessed.

To protect confidentiality, I am the only person who checks my voice messages.

Social Media. Contact through social media online can create significant security risks for you. That leads to a high potential of compromising our professional relationship. If you have an online presence, there is a possibility that you may encounter or contact me through social media by accident. For example, social media applications request access to email contacts or address books and recommend online connections via social media platforms. I have taken efforts to ensure this does not occur; however, please bring up any potential online social media encounters in our session so that I can ensure your confidentiality. Please do not intentionally invite me to participate in or contact me through social media platforms such as Facebook, Twitter, LinkedIn, Google+, etc. If I discover that an online relationship has been established it will be cancelled immediately. I will not respond to, and I will terminate any online social media contact no matter how accidental. Excepting email, phone, or regular mail, this is will be the case even after we have concluded treatment.

It has become increasingly common for clients to review their health care provider on various websites. Mental health professionals cannot respond to comments because it violates patient confidentiality. To protect our working relationship and your confidentiality, please do not rate my work with you while we are in treatment together on these websites.

II. Record-keeping

I will keep a brief and concise record of your visit here. I utilize a HIPAA compliant, secure, electronic health record and billing system for health care professionals called Therapy appointment. You will be invited to the patient version of the record system which allows you to view your or your child's upcoming appointments diagnose. Your records are maintained in on a password protected and encrypted server under the provisions of the Health Care Information Act of 1992 (see WA State Privacy Notice).

In addition to an electronic health record that includes basic and legally required information about our session, I may take separate written psychotherapy notes, such as notes I write during our session. These are kept in your file in a secure locked filing cabinet and are not included in your health record for release. If I administer an assessment, the paper assessment protocol will also be kept in your secure file and will not be subject to release except to another licensed psychologist.

I will not disclose any information in your record unless you direct me to do so, the law authorizes or compels me to do so, or in the event you are utilizing a healthcare benefit from your insurance or managed care company (see WA State Privacy Notice). Any record that comes to me from other providers cannot be released to you or anyone else. If you or anyone else requires a copy of any records supplied by persons or organizations outside of my private practice the originator of the record must be contacted directly by the party wanting the record.

Divorced or Separated Parents. I frequently work with parents who are going through a separation or divorce, who want therapy for to help their children deal with the loss and to adjust to the changes in their lives. Except in rare cases, it is my policy that both parents of the child must consent in writing to treatment for their child and to payment before the child is seen. I will request that both parents sign copy of the Agreement Regarding Confidential and Privileged Communications. I will also request additional documentation (see Documentation Checklist for Families Involved in Legal Proceedings), such as a copy of the official or temporary parenting plan, confirmation of custody and medical and mental health decision-making arrangements. Any updates to the parenting plan or custody arrangements should also be provided to me during treatment.

III. Patient Rights and Other Information

Custody Recommendations. When seeing a child in therapy, I function as the child's therapist only. It is essential for the child's privacy to be respected and for their therapy not to be entangled in legal issues. Thus, I do not, under any circumstance, perform custody recommendations. You will be asked to sign a stipulation to protect your child's confidentiality in court matters. If you do not feel comfortable with this policy, I will be happy to refer you to another therapist. I will gladly refer you to psychologists who specialize in such evaluations.

Domestic violence, severe mental illness, history of child abduction, or criminal investigation of a parent or caregiver. In these cases, I conduct several sessions of safety planning before beginning treatment with a child. In addition to the

Agreement for Privileged Communications, I may request a Court Order such that all treatment records be made “non-discoverable” before beginning therapy with your child. I will also require documentation such as restraining/no-contact orders, supervised visitation restrictions, or other information pertaining to any ongoing legal action or investigation (see Documentation Checklist for Families Involved in Legal Proceedings).

Teens—Minor Rights: If you are a patient under the age of 18, your parent or legal guardian consents to your treatment and is responsible for understanding this document. I will also explain this document to you so that you can understand it and assent to treatment. If you are a patient over the age of 13 you have a right to refuse treatment. You also have the right to change therapists or to receive a referral for another therapist. You can ask questions concerning the findings of their evaluation and treatment, and you can raise questions about the therapist, the treatment approach, and progress made at any time. You can refuse anything that that your therapist suggests. You can also ask me questions about anything that happens in therapy.

Unexpected Termination of Therapy. If you do violence to, threaten, verbally or physically to me or anyone working with me, we will have to terminate therapy. Therapists do not have social or sexual relationships with clients or former clients because that would not only be unethical and illegal, it would be an abuse of the power they have as a therapist. If you harass me, or ask me to engage in any illegal conduct you will be unilaterally and immediately terminated from treatment without further contact.

Crisis. If you think you may be likely to have crises such as harming yourself during our treatment let me know so we can immediately make a crisis support plan. If we determine consistent crisis support is necessary to provide the best level of care I may refer you to another therapist or group. This means we may be able to schedule additional sessions if you are in crisis, but I cannot respond to you outside of office hours, such as weekends and evenings. If you are experiencing a crisis or emergency please call the Crisis Clinic at 206-461-3222. If you believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital emergency room for assistance.

Your Responsibilities as a Therapy Patient

I. Timeliness and Notification of Cancellation

You are responsible for coming to your session on time and at the time scheduled. If you are late, please let me know. If I do not hear from you, I will assume you are running late and will wait for you. When you arrive, the session will end on time and not run over into the next person's session.

Please give 48-hours notice of cancellation. Because I am such a small business I depend on you attending appointments. **If 48-hours notice is not given, regardless of the situation, you will be expected to pay the full amount for the session. Insurance will not cover the missed session fee and you will be expected to pay the full amount out-of-pocket or with an HSA account.** If you do not show for an appointment or do not cancel within 48-hours I will send an invoice for the session.

The fee is waived if we can reschedule the session within the week, dependent on my availability. If we can plan for a telehealth (phone or video) session within the same week, the fee will also be waived. For example, in the event of an unexpected illness, I can conduct a session with a you, or for children, a parent or family member, on the phone instead of meeting in person. Most families with a school-aged child pay an average of one missed session fee (\$160) every six months due to illness. Please keep this in mind when budgeting for therapy. If you or your child have a chronic health problem where regular appointment cancellation an inevitability please discuss this with me so we can plan in advance.

I generally do not work on Federal Holidays and will let you know about alternative scheduling if your session falls on a holiday. In inclement weather, I follow the Bellevue School District closure schedule: <http://www.bsd405.org/help/closure/> If Bellevue schools are closed or delayed I may not be at the office and you will not be expected to attend your appointment. You will not be charged for late cancellation.

There are several events that take place in the City of Bellevue that impact driving to our location including the Bellevue Arts Fair (end of July) and Snowflake Lane (nightly from November 25th to December 24th). During these events, you may continue park for free in our lot but driving to our location is often made more

difficult. Please utilize the following links to make your way to the office during any planned event or construction:

<http://www.bellevuewa.gov/trafficmap/>

Appointments and Cancellations

Appointments are usually about 45 minutes in length. We may agree to have shorter or longer sessions, depending on the clinical issue.

We may decide to schedule sessions more frequently than the usual once a week, or at longer intervals.

I generally schedule 1-hour to 75-minute sessions for couples or families.

Your appointment time is set aside exclusively for you, and I cannot fill that time slot without sufficient notice. If you must cancel an appointment, please make sure that you get in touch with me at least 48 hours in advance or you will be billed the full session fee (unless we both agree that the appointment was unable to be kept due to circumstances beyond your control. Traffic does not fall into this category.) You will be billed the full fee for your session, even if you arrive late.

Initial: _____

Emergencies/Contacting Me

You may leave a confidential voicemail message for me at (206)-406-2624, twenty-four hours a day. I check my messages regularly on business days and will make every effort to return your call within one business day. I occasionally return calls on weekends. If you need a return call from me as quickly as possible, please let me know clearly on a voice message. If you do not hear from me or cannot wait for me to return your urgent call, call the King County Crisis Line at (206)-461-3222, go to the nearest emergency room, or dial 911. I do occasionally leave town or am traveling or "off the grid." At such times, there may be a delay in my returning calls.

II. Payment Information

Payment is due at the time of service or on a monthly basis. **In case of minor children, the parent or guardian who brings in the child for treatment is responsible for payment.** If you have insurance with a company I am currently contracted with or that submit claims as an out-of-network provider, you will not pay at time of service but will receive a monthly bill for deductible, co-insurance or co-

payment. I accept cash, checks, credit card and Health Savings Account cards. Checks should be made out to me or Daniel Masler PSYD, LLC.

I am in-network with Regence/Blue-Cross/Blue Shield. Please call your insurance carrier with your policy information to answer any questions about reimbursement.

My fees are:

- First session and initial diagnostic evaluation - \$230.00
- 50-minute therapy session (Standard session)- \$160.00
- 30-minute therapy session- \$100.00
- *Interactive complexity add on code- \$30.00
- Administration, scoring, and interpretation of psychological tests- \$210.00 per hour.
- Couples & Family therapy (1hr. +) session- \$170-\$240
- Telehealth secure video session - \$12.00 session fee to cover additional costs of HIPAA compliant secure video connection

The above fees are inclusive of all psychological services that are associated with a typical therapy session in addition to psychotherapy. These additional services include things such as preparation of materials for the session (especially in the case of play therapy), intake paperwork, diagnostic assessment, collaborative care with other doctors or parents, and preparing homework for therapy. Charting is also associated with each session but is free of charge. For insurance purposes, psychotherapy and additional services are billed together, so you will see the CPT code and charges for the therapy and services combined (e.g., 60 min. CPT for 55 min of psychotherapy plus additional services). Note that I do not diagnose and therefore can only bill couples therapy and family therapy out-of-network. This means that claims for these two types of therapy are not reimbursed by insurance. You agree to discuss this with me or my billing service if you have any questions.

*Interactive complexity is an add-on code that is billed for patients with insurance when additional work is required due to a complexity in communication or service delivery. Situations that qualify for interactive complexity in child psychotherapy include: use of an interpreter, time discussing or debriefing a mandated reporting call, a parent call to facilitate communication, the unexpected or expected addition of a caregiver/parent in session to facilitate communication with the child patient. The most common billing of this code is for parent-child sessions where the patient is the child; this code does not apply for family therapy. Signing this agreement means you agree to Dr. Masler billing interactive complexity when applicable.

In addition to scheduled appointments, it is my practice to prorate (\$160 per 45 minutes or any fraction of that) for other professional services that you may require such as telephone conversations which last longer than 15 minutes, attendance at meetings or school conferences, which you have authorized, and preparation of records or treatment summaries. This includes reports and correspondences requested by your insurance company if you have one. You will receive a bill for these services. You may or may not be reimbursed by insurance for these. Routine telephone calls for scheduling appointments or regarding balances due are not charged.

Accounts must be paid in full within 30 days.

Couples Therapy. Sessions last about 70-80 minutes, and I charge \$230 for each session. Regardless of your coverage, I bill out-of-network for couple psychotherapy because there is not a single client. I will ask both members of a couple to sign a letter stating that you have understood this procedure.

Court involvement. In unusual circumstances, you may become involved in court actions such as litigation, which may require my participation. You will be expected to pay for the professional time required even if I am compelled to testify by another party. Legal work such as consultation with attorneys, preparing affidavits, providing depositions (including time spent for travel and waiting to give deposition), court room testimony (including time spent for travel and waiting to testify), or any other legal work including any for which a subpoena is served is charged at \$325.00 per hour with a three-hour minimum. The three-hour minimum fee is due in advance and prior to any appearance or work with any additional charges due immediately upon the conclusion of any incremental work performed regardless of any dispositions rendered by any court in any matters pending. All related expenses including mileage, meals, and hotel (if applicable) are charged on a cost basis. Time spent reviewing records for court is charged at \$250.00 per hour.

III. Supervision and Drop-off/Pick-up of Minor Children

I am not responsible for the care of your child before or after the session time. If you are not present in the waiting room at the end of the session, I will ask your child to stay in the waiting room and will call you. If you do not pick-up your child in a timely manner I will ask you to remain in the waiting room as a condition of treatment for future visits. If my next client arrives or it is the end of the day and you have not picked up your child I will also call the emergency number on your contact sheet. Your child is allowed to remain in the waiting room or another open treatment room

while I see my next patient. However, I cannot supervise them or ensure their safety during this time. By signing this agreement you are agreeing to not hold me liable for any risk or danger that occurs to your child in time outside of treatment.

Acknowledgement Signature

Your signature below indicates that you have read this statement and consent to treatment fully. It also services as acknowledgement that you have received the HIPAA Notice of Privacy Practices. Once you have signed this page, your signature signifies that you understand your rights and responsibilities in therapy and it constitutes your agreement to the terms described in this document.

I have read the above policies on confidentiality, patient's rights, billing and insurance procedures and have had the opportunity to ask questions. I give permission, for my evaluation and treatment or for my minor child.

To be signed by patients 13 years of age and older:

_____	_____
Name	Date

To be signed by parents or legal guardians of minor aged patients (younger than 18 years of age):

_____	_____	_____
Name	Date	Relationship to patient

_____	_____	_____
Name	Date	Relationship to patient