

Ann B. Blake, Ph.D., PLLC
4701 SW Admiral Way #398, Seattle, WA 98116
(425) 522-3077 (phone/text: encrypted/confidential)
abb@annblakephd.com (e-mail: encrypted/confidential)
annblakephd.com (website)

PSYCHOTHERAPIST-CLIENT SERVICES AGREEMENT DISCLOSURE STATEMENT

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. This document also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and client rights regarding the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. In addition, HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) regarding formal 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 formal detail. The law requires that, as soon as possible (first or second session), I obtain your signature acknowledging that I have provided you with this information. Although these documents are long and sometimes complex, please read them carefully. We can discuss your questions about the procedures at any time during our therapy timeframe. Your signature on this document represents an agreement between us. You can revoke this Agreement in writing at any time. That revocation is binding on me unless I have taken action in reference to this document (e.g., if any obligations are imposed on me by your health insurer in order to process substantiate claims made under your policy; if you have not satisfied any financial obligations you have incurred).

PSYCHOLOGICAL SERVICES

As a Washington State Licensed Psychologist, my therapeutic work is based on C. G. Jung's Analytical Psychology. Jung believed that all psychological parts of each person are important ingredients to the process of retrieving one's true compass, developing full potential, and becoming a whole human being. Jung believed that each person knows her, his, or their needs, wants, and goals. In the therapeutic process, we work together to facilitate the process of re-discovering and compassionately accepting all aspects of the Self.

Because psychotherapy varies depending on the personalities of the psychologist and the client, as well as the particular problems the client experiences, psychotherapy is not easily described in general statements. I might use a variety of methods to deal with the problems you hope to address. Unlike medical intervention, often based on physicians' unilaterally prescribing a treatment, psychotherapy involves active effort by both the therapist and the client. In order for therapy to be most successful, you will work on issues we talk about during our sessions as well as between our sessions.

Psychotherapy can include both risks and benefits. Because therapy often involves discussion of unpleasant aspects of your life, you might experience uncomfortable feelings such as sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to improved relationships, solutions to specific problems, significant reductions in feelings of distress, and an increased sense of well-being. Yet participation in psychotherapy cannot guarantee improvement in your experiences or the end results.

Our first few sessions involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of the general process of our work so that you can make an informed decision about whether to continue with therapy. You will evaluate this information along with your perspective of whether you feel comfortable working with me. Therapy involves a large commitment of time, energy, and money, so carefully discern your decision about the therapist you select. If you have questions about my procedures, we will discuss these questions whenever they arise. If your doubts persist, I will assist your finding another mental health practitioner.

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APPOINTMENTS/MEETINGS

I usually conduct an initial evaluation that spans 2-4 sessions. During that time, we decide whether I am the person to provide the services you need in order to meet your treatment goals. After psychotherapy begins, we schedule one 50-minute session per week at a time we agree upon; occasionally, sessions are more frequent or are longer than 50 minutes.

Once an appointment time is scheduled, you are responsible to pay for the appointment unless you provide 24-hour advance notice prior to your appointment time. If we both agree that you were unable to attend due to circumstances beyond your control (e.g., last-minute illnesses/injury; transportation disruption), I will not charge for the session. Insurance companies do not provide reimbursement for canceled sessions. Based on my schedule, I might not be able to offer you an alternative appointment in the same week.

PROFESSIONAL FEES

My current hourly fee is \$150 for individuals, \$160 for couples and families, and \$120 for clinical supervision/consultation. I prorate the fee for periods of less than one hour; I charge a minimum fee of 50% your usual fee for any time in excess of 15 minutes. When I increase these fees, I will offer a one-month notice during which we can discuss the impact of this increase.

In addition to weekly appointments, I charge this fee for other professional services you request. Other services include, but are not limited to, report writing, telephone conversations, consulting with other professionals (with your written permission), and time spent completing other service (s) you request. If you become involved with legal proceedings that require my participation, you pay for all of my professional time, including preparation and transportation costs, even when I am called to testify by another party in your suit.

CONTACTING ME

The most effective means of contacting me between sessions is via phone and voice mail: (425) 522-3077. Clients can leave a message on my cell phone 24 hours per day. Due to my work schedule, I might not be immediately available via telephone. I make every effort to return calls within 24 hours. When you leave a message, please leave your area code and phone number, as well as possible times that you are available to take my return call.

My main out-of-office communication modality is my cell phone (I have no land line). I use my cell phone (rather than e-mail) for administration purposes, such as making and changing appointment times. When I receive a text message about cancellation, I will respond that I have received the message and request that you call me to reschedule. To reschedule an appointment, I prefer the practicality of a voice-to-voice conversation. For lengthier clinical conversations, we will use in-person appointments, voice-to-voice cell phone conversations, or the doxy.me platform.

When I leave a message for you, I will be as circumspect as possible. I will not identify myself as your therapist, and I will use my first name only. I will refer to our appointments as "meetings."

When I am away from the office for an extended period of time, I will provide you with a colleague's name and contact information for contact in case of emergency.

Although I have a website for my practice, the site is informational and is not interactive (i.e., not for scheduling/rescheduling appointments or sending me information): annbblakephd.com. The website lists my mailing address (4701 SW Admiral Way, #398, Seattle, WA 98116) but not my physical office address.

EMERGENCY CONTACTS

If you are experiencing a crisis and are unable to reach me or cannot wait for me to return your call, please contact one of the following resources:

Your family physician

911

Hospital Emergency Room: nearest hospital; nearest insurance-affiliated hospital

Crisis Connects (formerly The Crisis Clinic): (206) 461-3222 (King County)

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LIMITS OF CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. In most situations, I can release information about your treatment **only** after you sign a written authorization form that meets specific legal requirements imposed by Washington State law and/or HIPPA. With your signature on a proper authorization form, I can disclose information in the following situations:

- (1) Occasionally, I might want to consult other health and/or mental health practitioners or other professionals (e.g., clinical consultation; case consultation group). When I consult 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 all information confidential. Unless you request information, I will not tell you about these consultations unless I think these contacts are important to our work together. I will note all consultations in your Clinical Record ("PHI" in my Notice of Psychologist's Policies and Practices protect the Privacy of your Health Information).
- (2) Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this document.
- (3) If you are involved in a court proceeding and a request is made for information concerning professional services I provide(d) for you, such information is protected by the psychologist-client privilege law, even with a court order requiring the disclosure. I cannot provide any information about you (a) without your written authorization and/or (b) when 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. If you are involved in or contemplating litigation, please consult with your attorney about probable required court disclosures as well as advantages and disadvantages of asking/requiring your therapist to divulge private information.

In the following circumstances, I am permitted or I am required to disclose information with or without consent or Authorization:

- (1) If a government agency (covered by HIPPA) requests the information for health oversight activities;
- (2) If a client files a complaint or lawsuit against me, I can disclose relevant information regarding that client in order to defend myself;
- (3) If a client files a worker's compensation claim, and the services I provide 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 to the Department of Labor and Industries.

I am legally obligated to take actions in some situations, which I believe are necessary to attempt to protect people from harm; in those situations, I might need to and choose to reveal some information about a client's treatment.

- (1) If I have reasonable cause to believe that a child has suffered abuse of neglect, the law requires that I file a report with the appropriate government agency, usually the Department of Social and Health Services. After such a report is filed, I might be required to provide additional information.
- (2) 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. After such a report is filed, I might be required to provide additional information.
- (3) If I reasonably believe a client or any other individual is an imminent danger of interference in health and safety, such as suicide and/or homicide, I am required to take protective actions. These actions might include the following: seeking hospitalization for the client; contacting family members or other support people who can help provide protection; notifying the potential victim; and/or contacting the police. appropriate government agency, usually the Department of Social and Health Services. After I take such actions, I might be required to provide additional information.

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When such a situation crisis/emergency arises, I make every effort to fully discuss all aspects of the situation with you before taking any action; I limit my disclosure to disclosed information that is necessary for your health and safety.

Although this above written summary of exceptions to confidentiality provides information about potential problems, you and I can discuss any questions or concerns at any time. The laws governing confidentiality are complex, and I am not an attorney. In situations requiring specific actions, you and I might consult professional consultative and/or legal advice.

Please also see the paragraph below regarding specific use of technology in terms of confidentiality: summary; I use encrypted technological devices: cell phones/text; e-mail; and video platform (doxy.me). My only phone is a cell phone; I use the phone to schedule or reschedule appointments and/or for emergency confidential conversations. I do not use e-mail or texting for scheduling/rescheduling appointments, nor for sharing any confidential information.

BILLING AND PAYMENTS

You are expected to pay for each session at the end of the session, unless we agree otherwise or unless you have insurance that requires another arrangement. Payment schedules for other professional services will be agreed to when these services are requested. In circumstances of unusual financial hardship, I am willing to negotiate a fee adjustment or payment installment plan. I do not accept payment via credit or debit cards.

In rare circumstances, I have the option of using legal means to secure payment: hiring a collection agency or going through small claims court (both of which require my disclosing otherwise confidential information). In most collection situations, the only information I release regarding a client's treatment is name, nature of services provided, and the amount due. If such legal action is necessary, legal costs are included in the claim.

As indicated above, **after an appointment time is scheduled, you are expected to pay for the appointment unless you provide advance notice 24 hours prior to your appointment time.** If we both agree that you were unable to attend due to circumstances beyond your control (e.g., last-minute illnesses/injury; transportation disruption), I will not charge for the session. Insurance companies do not provide reimbursement for canceled sessions. Based on my schedule, I might not be able to offer you an alternative appointment in the same week.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, we will assess the resources available to pay for your treatment. Because I do not participate in managed care panels, I collect fees directly from clients. If your health insurance reimburses you directly, I will complete required forms and required information. You (not your insurance company) are responsible for full payment of my fees.

Please carefully read the section in your insurance coverage booklet that describes mental health services in order to determine the extent of your coverage. Your insurance plan administrator can answer any questions.

Your accessing insurance coverage to pay for your psychotherapy requires that I provide information relevant to the services I provide to you. I am required to provide a clinical diagnosis as well as all session dates. Because I do not participate in managed care, I do not provide additional clinical information such as treatment plans, treatment summaries, or copies of your entire Clinical Record. By signing this Agreement, you agree that I can provide the following specific requested information to your insurance carrier: your name, clinical diagnosis, treatment dates, my fees, and your payments.

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GOOD FAITH/NO SURPRISES ACT

Effective January 1, 2022, "The No Surprises Act (NSA) establishes new federal protections against surprise medical bills that take effect in 2022" (kff.org). The act requires health practitioners to provide a Good Faith Estimate, explaining the cost of medical, including mental health services.

Under the law, health care providers need to give patients who do not have insurance or who are not using insurance an estimate of the bill for medical items and services, including mental health services. For my practice, I do not participate in managed care, that is, participate in insurance panels that allow me to bill insurance for clients' fees.

Health care provider must provide a Good Faith Estimate in writing at least one (1) business day before medical services. Patients and clients can also ask health care providers, and any other provider you choose, for a Good Faith Estimate before scheduling service.

Patients can dispute a bill that is at least \$400 more than the original Good Faith Estimate. Make sure to save a copy or picture of your Good Faith Estimate.

For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises or contact **Washington State Office of the Insurance Commissioner**, 5000 Capitol Blvd., SE, Tumwater, WA 98501, (800) 562-6900 <https://www.insurance.wa.gov>.

The above information is paraphrased from www.cms.gov/nosurprises and The No Surprises Act (NSA) (kff.org).

CURRENT FEES FOR SERVICES RENDERED	Fees
Individual Psychotherapy	\$150
Clinical Supervision	\$120
Clinical Consultation	\$120
Letter/Report Writing	\$150

PROFESSIONAL RECORDS (for this more-formalized section, I change from second- to third -person format)

Pursuant to HIPPA, I keep Protected Health Information about clients in two sets of professional records. One set is the Clinical Record: information about reasons for seeking therapy; a description of the ways in which problem effects daily life; medical and social history; diagnosis; the goals set for treatment; progress toward those goals; treatment history; any past treatment records I receive from other providers; reports of any clinical consultation; billing records; any reports that I have sent to anyone, including reports to insurance carriers. (See below for the description of the second set of records: the Psychotherapy Notes; in these notes.)

Clients can examine and/or receive a copy of their Clinical Record, unless I believe disclosure could be reasonably expected to cause danger to clients' lives or safety; could be reasonably expected to cause danger to any other individual; or that disclosure could reasonably be expected to lead to clients' identification of the person who provided information to me in confidence under circumstance in which confidentiality is appropriate. You must provide a written request to see and/or have a copy of your Clinical Record. Because professional records can be misinterpreted and/or upsetting to untrained readers, I recommend that you initially review the records in my office or forward the records to another mental health practitioner for review and discussion. 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 the first 30 pages; I also charge a \$15 clerical fee. I can withhold your record until fees are paid. The exceptions to this policy are contained in the attached Notice Form. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

In addition to the Clinical Record, I keep a set of Psychotherapy Notes. These notes are for my own use and are designed to assist me in providing the best treatment possible. Although the contents of Psychotherapy Notes vary from client to client, these notes can include the contents of therapeutic conversations, my analysis of those conversations, and ways in which therapeutic interactions affect therapy. These notes also contain particularly sensitive information that clients

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might reveal to me; this information is not required to be included in your Clinical Record; these Psychotherapy Notes are kept separate from the Clinical Record. Although insurance companies can request and receive a copy of Clinical Record, they cannot receive a copy of Psychotherapy Notes without clients' signed, written authorization. Insurance companies cannot require authorization as a condition of coverage or benefit claims, nor can insurance companies assess penalties for refusal to reveal confidential information. Clients may examine and/or received a copy of Psychotherapy Notes, unless I determine disclosure could be reasonably expected to cause danger to clients' lives or safety; could be reasonably expected to cause danger to any other individual; or that disclosure could reasonably be expected to lead to clients' identification of the person who provided information to me in confidence under circumstance in which confidentiality is 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.

CLIENT RIGHTS

HIPPA provides several new or expanded rights with regard to Clinical Records and disclosures of protected health information. These rights include clients' requesting that I amend their record; requesting restrictions on information from Clinical Records that are disclosed to others; requesting an accounting of most disclosures of protected health information that are neither consented to nor authorized; determining the location to which protected information disclosures are sent; any complaints clients make about my policies and procedures recorded in their record; and the right to a paper copy of the Agreement, the attached Notice form, and my privacy policies and procedures. I will discuss any of these rights with you at any time

MINORS AND PARENTS

Clients under 18 years of age (who are not emancipated) and their parents should be aware that the law might allow parents to examine their child's/children's treatment records. Because privacy in psychotherapy is often crucial to successful treatment progress, I usually request that clients' parents consent to give up access to their child's records. If parents agree, I provide only general information about the progress of the child's treatment as well as whether the child attends scheduled sessions. I also provide a summary of the child's completed treatment. Any other communication requires the child's authorization, unless I believe the child is in danger or is a danger to someone else; in this situation, I notify parents of my concern. Before giving parents any information, I discuss the situation with the child, if possible, and do my best to consider any objections.

INFORMATION ABOUT TECHNOLOGY

My phone/text, e-mail, and telehealth video systems are encrypted/confidential.

Phone/text: (425) 522-3077

E-mail: abb@annbblakephd.com

HIPPA-compliant video platform: doxy.me

Access code: <https://doxy.me/annbblake>

Telehealth Practices: I have encrypted/confidential systems within which to offer therapeutic appointments via phone and video. When applicable, please see an attached separate Informed Consent for Telehealth for your review and signature(s).

In case of emergency, please contact me via phone: (425) 522-3077.

The most effective means of contacting me between sessions is via phone and voice mail: (425) 522-3077. Clients can leave a message on my cell phone 24 hours per day.

My main out-of-office communication modality is my cell phone (I have no land line). I use my cell phone (rather than e-mail) for administration purposes, such as making and changing appointment times. When I receive a text message about cancellation, I will respond that I have received the message. To reschedule an appointment, I prefer voice-to-voice conversations.

To have lengthier clinical conversations, we will use in-person appointments, voice-to-voice cell phone conversations, or the doxy.me platform.

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Although I have a website for my practice, the site is informational and is not interactive (i.e., not for scheduling/rescheduling appointments or sending me information): annbblakephd.com
The website lists my mailing address (4701 SW Admiral Way, #398, Seattle, WA 98116) but not my physical office address.

FILING A COMPLAINT

Filing a complaint is accomplished through the following agencies:

Washington Department of Health, Licensing Board
P. O. Box 47869, Olympia, WA 98504-7869
(360) 753-2147

Washington State Psychological Association
P. O. Box 2016, Edmonds, WA 98020-9516
(800) 245-9772; (206) 363-9772

Secretary, U. S. Department of Health & Human Services
200 Independence Avenue, S. W., Washington, DC 20201
(877) 696-6775; (202) 619-0257

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SIGNATURES AND AGREEMENT

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship, with specific attention to the three items below:

When applicable, I have been advised about the meaning of the diagnostic category reported to the insurance carrier.

I understand that only Dr. Blake's encrypted/confidential cell phone and encrypted/confidential e-mail systems are secure and private.

I agree to a session fee of \$____, to be paid each session unless otherwise negotiated. A monthly 1% service fee will be attached to an accrued balance.

Your signature below gives Ann B. Blake, Ph.D. permission to contact the following person in case of emergency:

In Case of Emergency Contact Person (please print)

Phone number

Client printed name

Date

Client signature

Date

Your signature below indicates agreement with the terms and conditions of this Disclosure Statement and Informed Consent Form:

Client printed name

Date

Client signature

Date

Therapist signature

Date