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# **Informed Consent Agreement / Contract for Services**

**Welcome to my practice.** I am pleased to have the opportunity to work together. This document contains important information about my professional services and business policies. Please read it carefully and feel fee to ask any questions you may have so that we can discuss them. When you sign this document, it will represent a contractual agreement between us.

# **Psychological Services**

As a Licensed Psychologist, I provide services to adults, couples and occasional group therapy. My training has been in a broad range of approaches including life-span development, cognitive behavioral therapies, motivational interviewing, and mindfulness-based therapies. I individualize treatment programs in order to optimally accommodate the needs of each individual.

My clinical work with adults (18 years + ) focuses on issues of anxiety, depression, trauma, bipolar disorders, co-occurring substance problems, chronic illness, and physical pain. I also help the people make peace with issues of the past, build coping skills for stress, maximize their personal and career potential, and make difficult life transitions with as much grace and awareness as possible. I work with couples using Emotionally Focused Therapy to address relationship problems, family conflict, communication skills, and parenting decisions. I also offer occasional group therapy for people with bipolar problems.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and the client, as well as the particular problems which the client brings. My approach to treatment is *evidence-based* and balances the support inherent in the therapy relationship with specific treatment interventions. For a successful outcome, therapy involves the client's work outside of sessions to implement changes in their daily lives.

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 benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, significant reductions in feelings of

distress, and improved emotion regulation. But there are no guarantees of what you will experience.

Our first one or two sessions will involve a diagnostic 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 and suggest a treatment plan. You should evaluate this information along with your own sense of comfort in working with me.

Therapy involves a large commitment of time, money, and energy, so it's important to be careful about the therapist you select. Please feel free to ask questions because you should also be evaluating how comfortable you are with the direction we are taking. If your doubts persist, or if I find that I am not able to meet your clinical needs, I will be happy to refer you to another mental health professional to assist you with your goals.

I usually schedule sessions once a week at a time we agree on, although some sessions may be longer or more frequent in the beginning or as the need arises. I make every effort to begin and end sessions on time, and will not be able to extend the time of your session if you arrive late. Once you have met some your goals and are feeling better, sessions usually become less frequent until they are no longer needed.

# **Education, Training, and Licensure**

I have been involved in training, teaching, and research in the field of Psychology for 30 years. In addition to my Private Practice in downtown Seattle, I currently supervise doctoral students in psychology at Antioch University in Seattle. My degrees are:

PhD in Clinical Psychology
Master's degree in Psychology
Master's degree in Counseling
Master's degree in Nutrition
Bachelor's degree in Anthropology
All degrees are with highest honors

Psychology licensure provides that psychologists have passed examinations administered by the Examining Board of Psychology for Washington State and attests that Psychologists are qualified to engage in the independent practice of psychology. The Washington State licensure law provides complaint and discipline recourse procedures for clients. 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. My WA State license number is PY 60025556.

## **Professional Fees and Payments**

Payment is due at the time that services are provided unless special circumstances require an alternate payment schedule. My Intake fee is \$220 (one to two sessions) and my fee for subsequent sessions (code 90837) is \$190.00. I typically raise my rate by

\$5.00 each year on January 1st. Sessions typically last 53 minutes but 30 minute sessions (code 90832) are available for \$100.00.

I do not bill insurance companies for couples therapy. The CPT session code (98047) is covered but the diagnostic code is not i.e., **Z63.0** Relationship Distress with Spouse or Intimate Partner.

In addition to weekly appointments, I charge \$190.00 per hour for other professional services you may need, though I will break down the hourly cost in 15 minute increments of \$47.50 each. Other services include report writing, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, documentation for disability or FMLA claims, and the time spent performing any other service you may request of me. These additional services are out-of-pocket expenses and cannot be billed to insurance. I will coordinate care with other health care providers as a courtesy to you, although phone conversations lasting more than 15 minutes (for example, in a time of crisis), will also be billed.

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. Due to the complexity involved and difficulty of legal involvement, I charge \$300.00 an hour for preparation and attendance at legal proceedings.

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (one business day, Monday to Friday not including Saturday or Sunday), or unless we both agree that you were unable to attend due to circumstances beyond your control, such as illness or emergency.

My late cancellation fee or fee for missing an appointment is \$160.00 This cannot be billed to your insurance company.

Please consult my website for more information: www.maryolearyphd.com

All accounts must be paid in full within 30 days. If your payment is *not* received within 30 days of billing, you will be charged a 10% fee on the remaining balance. In circumstances of financial hardship, please talk to me about this as it may be possible to work out an installment payment plan.

**Insurance** - It is your responsibility to know what your annual deductible and your copay or co-insurance is. You can call the phone number on your insurance card to get this information about your plan. I recommend that you do this at the beginning of therapy so that you are fully aware of the cost to you. I do not make these calls for you.

## I submit bills to insurance companies when I am in-network for you.

Clients are responsible for any deductible amount that has not been met, and co-pay or co-insurance costs. I am currently in-network for the following insurance companies:

Premera Blue Cross LifeWise of WA Cigna First Choice Kaiser PPO

Medicare - Non-participating provider starting 2021

If you are a **Medicare** beneficiary, "Non-participating provider" means that you will pay the Medicare limiting charge (\$156.47 for CPT code 90837 in 2020) directly to Dr. O'Leary. Then she will submit a bill to Medicare on your behalf so that you may be reimbursed for the portion of the charges for which Medicare is responsible.

When I am NOT an in-network provider for other insurance plans, I do not bill your insurance company for you. I ask for payment in full at each session. I will give you a super-bill that you can submit to your insurance company or upload on their website. Most insurance plans reimburse about 50-60% of my fees once your deductible is met. But I recommend that you ask what percentage will be paid for the CPT code 90837. Let them know that I am a Licensed Psychologist in WA State. Be sure to ask if you have an out-of-network deductible. I recommend that you call your insurance company before beginning therapy to be sure they know what your out-of-pocket expenses are.

Due to concerns about insurance billing and privacy issues, some clients elect to pay for services themselves. It this is the case, we will decide together on a treatment plan and estimate the length of treatment and cost.

<u>For payments:</u> I accept all credit cards, checks and cash. If you use a credit card, there is an additional 3% interest to cover the credit card fees.

## **Client Rights**

Clients have the right to change therapists or receive a referral to another therapist. Clients have a right to ask questions concerning the findings of their evaluation and treatment, and the right to raise questions about the therapist, the treatment approach, and progress made at any time.

### Confidentiality

In general, the confidentiality of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with written permission. However there are several exceptions:

Harm to Self and Others I am legally required to take action to prevent others from harm, even though that requires revealing some information about a client's treatment. If I suspect a child, elderly person, or a disabled person is being abused, I must report this to the appropriate agency.

If I believe that a client is threatening serious bodily harm to another person, 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. If a client threatens to harm him or herself I may be required to seek hospitalization for the client, or contact family members or others who can provide protection. These situations rarely arise in my practice. Should they occur, I will make every effort to fully discuss them with you before taking action.

<u>Professional Consultation</u> - Medical consultations may be requested as part of your treatment. In this situation, I would formally ask your permission to consult with your physician.

#### **Procedures**

During the pandemic, I am doing **Telehealth** by video using a HIPAA compliant platform called <u>doxy.me</u>. We can talk by phone, if you prefer.

<u>Phone Calls</u>- I work M-F from 12 noon, ending at 6 pm. Phone messages can be left on my confidential voice mail 24 hours of the day (206-855-3030). I will make every effort to return your call within 24 hours with the exception of weekends, and holidays. I am often easier to reach by email. <a href="mailto:maryolearyphd@gmail.com">maryolearyphd@gmail.com</a>. Please do not send confidential information via email due to HIPAA privacy laws.

If you need to speak to a mental health professional and feel that you cannot wait until my return call, please call the crisis line (360) 479-3033 for Kitsap County, or you can call your on-call physician.

In the event of an emergency, do not wait to reach me. Call 911 or go to the nearest hospital emergency room.

# Health Insurance Portability and Accountability Act (HIPAA)

This refers to a federal law that provides protection and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care. HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of Protected Health Information (PHI) for treatment, payment, and health care operations. The law requires that I obtain your signed signature acknowledging that I have provided you these disclosures at the end of this session. A description of the circumstances in which I may disclose information is provided for you. Please review it carefully so you understand fully what confidentiality does and does not mean in therapy. I am happy to discuss any of these rights with you.

### Notice of Privacy Practices

With your signature on authorization forms that I provide, I may disclose information in the following situations.

- Consultation with other health and mental health professionals
- Disclosures required by health insurers
- Disclosures required in collecting overdue fees. If your account has not been paid for more than 90 days and arrangements have not been agreed upon, I

have the option of using legal means (small claims court) to secure payment. This requires me to disclose otherwise confidential information. If legal action is necessary, costs are included in the claim.

- Court Proceedings (discussed elsewhere in this Agreement)
- Government Agency requests for information in health oversight activities
- Patient-initiated complaint or lawsuit against me. (I may disclose relevant information regarding that patient to defend myself.)
- Patient-initiated worker's compensation claim and the services I am providing that are relevant to the injury for which the claim was made. I must, upon request, provide a copy of the patient's record to the patient's employer and the Department of Labor and Industries.
- If I have reasonable cause to believe a child has suffered abuse or neglect.
- 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 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 there is imminent danger to the health or safety of the patient or any individual.

# **Expanded Clinical Records Rights**

HIPAA provides you with several new or expanded rights with regards to your clinical records and disclosures of protected health information. These rights include:

- 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 or 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.
- The right to a paper copy of your signed Agreement, the attached Notice form, and my privacy policies and procedures

# Acknowledgement Signatures

Your signature below indicates that you have read this Informed Consent Agreement and had an opportunity to ask any questions you might have. It also serves as acknowledgement that you have received the HIPAA notice in this document. 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 the Informed Consent Agreement.

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 evaluation and treatment for myself.

Signature	
Printed Name	 Date

Based on the new HIPAA Guidelines I am including the following information about the use of cell phones and emails for communication. Please know that I will take every precaution to be careful with my cell phone and computer. However, it is important that you know the potential risks involved with confidentiality using these devices.

<u>Mobile Phone Communication</u>. Please note that if we communicate via my mobile phone by voice or text, your phone number will be stored in the phone's memory for a period of time and therefore if my mobile phone is lost or stolen, it is theoretically possible that your contact information might be accessed. Note that my mobile phone is password and thumbprint protected.

Email Communication. If you elect to communicate with me by email, please be aware that email is not completely confidential. All emails are retained in the logs of your and/or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be considered part of your treatment record. Please be aware that I regularly access email communications via my password-protected mobile phone. It is theoretically possible that if my mobile phone is lost or stolen and the password is somehow circumvented, our email communications could be accessed. If there is a reason for billing or other Protected Health Information to be sent to you via email, I will use an email service that is HIPAA-compliant with built-in encryption.

By signing below, I am giving consent for communications via (please provide a check):

### **Telehealth sessions**

- If Telehealth is wanted or needed, we agree to the use of a HIPAA compliant video-conferencing platform selected for our virtual sessions, and the psychologist will explain how to use it.
- Confidentiality still applies for Telehealth services.
- You need to use a webcam or smartphone during the session.
- It is important to be in a quiet, private space that is free of distractions (including cell phone or other devices) during the session.
- It is important to use a secure internet connection rather than public/free Wi-Fi.
- It is important to be on time. If you need to cancel or change your tele-appointment, you must notify Dr. Mary O'Leary in advance by phone or email.

- We need a back-up plan (e.g., phone number where you can be reached) to restart the session or to reschedule it, in the event of technical problems.
- We need a safety plan that includes at least one emergency contact and the closest emergency room to your location, in the event of a crisis situation.
- You should confirm with your insurance company that the video sessions will be reimbursed; if they are not reimbursed, you are responsible for full payment.
- As your psychologist, I may determine that due to certain circumstances, Telehealth is no longer appropriate and that we should resume our sessions in-person.

Please check all that apply:				
Telehealth Ema	ail	Phone		
Signature				
Printed name	Date		Phone numl	oer
I, Mary O'Leary, PhD, have met was and points raised in this state responded to all of his or her questues, and I find no reason to belie consent to treatment. I agree to er nature here.	ement of intro tions. I believ ve this perso	duction to the thick the thick the thick the thick the	o my therapy pract rson fully understa ully competent to g	ice. I have nds the is- ive informed
Mary J O'Leary PhD		Date		
Your emergency contact:				
Emergency contact:			_ Relationship:	
Phone:	Email:			