

# **Carla Bradshaw, Ph.D.**

**Clinical Psychologist, WA #1223**

**1104 Market St.**

**Kirkland, WA 98033**

## **Informed Consent for Treatment**

The purpose of this document is to introduce you to information about me, my approach to therapy, and my obligations to you. Additionally, your obligations to me and your rights under the law are outlined. Please read the following material carefully, and let me know if you have any questions.

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 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 (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. 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, they describe important aspects of your rights under the law. At any time, I am open to discussing questions you may have about the procedures. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or, if you have not satisfied any financial obligations you have incurred.

### **EDUCATION**

I received my bachelor's degree in psychology from Northwestern University in Evanston, Illinois and my master's and doctoral degrees in clinical psychology from the University of Washington in Seattle, Washington. I completed an approved internship with the Veteran's Administration Medical Center in Seattle.

I am licensed as a psychologist by the State of Washington, License #1223. I have been in private practice as a clinical psychologist since 1987. My office is located at 1104 Market Street, Kirkland, WA, 98033. My telephone number is (425) 827-7111 and my fax number is (425) 889-8362.

## **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. Generally speaking my perspective is to take the difficulties you bring to therapy to solve and to view them in the context out of which they emerge; both with respect to the past and present. I often also want to know about the influences of people who are important to you. In my profession, this type of approach is often labeled a systemic orientation. I encourage the expression of thoughts, feelings and observations of one's own behavior. I believe that therapy will be most helpful when it brings out the best in people especially in times of difficulty. I also believe that therapy is most helpful when it helps people to take an active stance toward problems they experience rather than to be passive or reactive.

Though I may employ various methods to help you address your problems, I would expect an exploration of your present, immediate concerns and may also explore your past--including matters which you have feared or avoided. I would also expect to direct a significant amount of attention to the relationships that currently comprise your life, as well as attending to information about your family of origin. I try as much as possible to take a balanced view that incorporates an understanding of the developmental tasks facing adults that are a part of growing and maturing over the life span.

Although I avoid being judgmental, when appropriate, I will provide you feedback reflecting my observations. At times, you may feel as though things are getting more difficult rather than easier. This is expectable in the course of challenging and changing the ways you have been doing things and feeling about things. I would expect that as you evolve new ways of being and acting, you will bring new perspectives to much of what you previously found difficult or un-resolvable. If this does not seem to be happening as a result of this therapy and/or you have a problem to work out regarding the therapy or me, I expect that you will bring your concerns up with me. I will do my best to address these problems openly.

When we agree to work together as therapist and client, we will have agreed to help you work out ways to live life on terms that are realistic and that bring out the best in you.

Our sessions will involve an evaluation of your need, and I will offer you some impressions of what our work will include and a treatment plan to follow. I will thereafter talk with you about the quality of progress you feel you are making as a result of the therapy with me. You should evaluate the therapy along with your own opinions of whether you feel you are making progress working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. 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**

When you meet with me, we will both be evaluating whether I am the best person to provide the services you need in order to meet your treatment goals. We will decide together the frequency of sessions and the durations of each session that suits your

goals for therapy best. I bill the session based on a prorated fee calculated according to the length of the session. My rates are described in the next section. **Once an appointment is scheduled, you will be expected to pay for it unless you provide 48 hours advance notice of change or cancellation.** If there have been unusual circumstances and you want to discuss whether you will be held responsible for payment I encourage you to talk with me.

### **PROFESSIONAL FEES**

My hourly fee is **\$225** for intake sessions and **\$160** for each 50 minute therapy appointment. Extended therapy sessions are often useful as when you are seeking relationship therapy that involves a partner or other family members. These are billed on a pro-rated basis reflecting the amount of time scheduled. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will prorate the hourly cost if I work for a longer or shorter periods of time. Other services include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, 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 all of my professional time, including preparation and transportation costs, even if I am called to testify by another party.

### **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone, **425-827-7111**. I generally 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. 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 nearest emergency room and ask for the psychologist or psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary. If you are in crisis and need assistance immediately call **911** or the **Crisis Clinic at 206-461-3222**.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a psychologist. 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 Psychologist’s Policies and Practices to Protect the Privacy of Your Health Information).

- You should be aware that I may employ administrative staff. I may need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. 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 and these may constitute limits on confidentiality.
- 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 psychologist-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 that 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 reason to 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.
- As of May, 2008 the Health Professions Disciplinary Act, 4SHB1103, requires all health professionals to protect patient safety by reporting certain acts or information about a license holder's ability to practice her/his profession with reasonable safety.
- Under this ruling, employing license holders *must* report to (for psychologists, the EBOP) disciplining authorities when a license holder has been terminated or has had duties restricted because of the commission of acts that *may* constitute unprofessional conduct, or that the license holder *may* not be able to practice with reasonable skill and safety as a result of a mental or physical condition;
- Such reports must be submitted to the EBOP (or other authority) within 20 days after the above determination has been made;

Additionally, (WAC 246-26-210) establishes the following reporting requirements:

- License holders must *self-report* convictions, determinations or findings that he/she has committed an act of unprofessional conduct; any information indicating inability to practice with reasonable skill and safety due to a mental or physical condition, and/or any disqualification from the federal Medicare program.
- License holders must report other license holders when they have "actual knowledge of any conviction, determination or finding" that the other license holder has committed an act of unprofessional conduct, and/or when there is actual knowledge of the licensee's inability to practice with reasonable skill and safety,

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**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Washington law requires these records be kept for 8 years after therapy is terminated regarding therapy with adults, and in the case of minors, 10 years after the minor turns 21. Except in the unusual circumstance that I conclude that disclosure could reasonably be expected to cause danger to the life or safety of you or another or that disclosure could reasonably be expected to lead to your 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. I am sometimes willing to conduct this review meeting without charge. 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 the fees are paid. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in 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, 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 reasonably 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 the 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. I am sometimes willing to conduct this review meeting without charge. 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 the 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.

## **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 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 the law may allow parents to examine their child's treatment records. Since privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is usually my policy to request an agreement from the parents that they consent to give up 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. 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 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. Payment schedules for other professional services will be agreed to when they are requested. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan.

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.

## **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 usually provide some coverage for mental health treatment. I will 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 my 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 may be willing to call the company on your behalf.

Due to the 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. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

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 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.

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, unless this is prohibited by an insurance contract.

**COMPLAINTS**

If you have complaints about my professional behavior, I ask that you talk with me about this personally. I will do my best to listen to your point of view and will try to correct behavior for which I may be to blame. If you remain unsatisfied, and wish to make a formal complaint, you may do so by contacting the following agency:

Examining Board of Psychology  
Professional Licensing Services  
1300 Quince Street  
Olympia, WA 98504  
(360) 753-3095

Alternatively, you may contact the American Psychological Association at:

APA - Office of Ethics  
750 First Street, NE  
Washington, DC 20002-4242  
Phone: 202-336-5930  
FAX: 202-336-5997

**FOLLOW UP**

I ask your permission to contact you from time to time even after the therapy is over to check in with you on your progress or to seek an opinion on the effectiveness of the work you did with me over time. I ask this to give me a way to monitor the effectiveness of my work. This in no way would be for the purpose of encouraging you back into therapy with me. If at any time you decide not to be contacted, I will respect this. If you are willing to allow this, please write your initials on the line below to give consent to this follow up.

\_\_\_\_\_ I consent to follow up contact

**CONSENT TO TREATMENT**

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship. If the Agreement and Notice are given to you at the end of the first session, you can sign the Acknowledgement at the end of the first session, leaving the Agreement to be signed at the beginning of the second session, or

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

\_\_\_\_\_ Client Signature

\_\_\_\_\_ Date

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