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OFFICE AND PROFESSIONAL POLICIES AGREEMENT

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections 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 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 Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information prior to beginning treatment. Although these documents are long and sometimes complex, it is important that you read them carefully. We can discuss any questions you have about the procedures at any time. **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.

EDUCATIONAL BACKGROUND AND EXPERIENCE

I am a Licensed Independent Clinical Social Worker. I received my Bachelor's degree from the University of Idaho in 2002. I graduated from the Master of Social Work Program at Eastern Washington University in 2004. I have several years of experience in mental health and family law. I worked at Grant Mental Healthcare in Moses Lake, Washington as a Mental Health Therapist. I have also contracted with DCFS to provide counseling services to families. I continue to receive ongoing education and training in my private practice. I am an accredited therapist with the University of Queensland's Positive Parenting Program and the University of Washington's Promoting First Relationships.

COUNSELING SERVICES

Psychotherapy is not easily described in general statements. Therapy varies depending on the personalities of the psychotherapist and client, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy calls for a very active effort on your part. In order for the therapy to be most successful, you will be working on things we talk about both during our sessions and at home.

My theoretical orientation is generally Cognitive-Behavioral (CBT). However, I also rely on attachment theory and object relations to work on long-standing patterns. For individuals dealing with interpersonal and emotional issues, my approach is influenced by research that indicates the importance of relationships upon the formation of one's personality. Your task is to express what you are thinking and feeling as openly as possible, and mine is to listen and help you to understand yourself better, in order to more effectively deal with the problems you are facing. Cognitive-Behavioral work is based on the theory that our thoughts about events lead to our emotions and behaviors and that we can have some control over these thoughts to improve our feelings and behaviors. This theory has shown very good results in research.

Psychotherapy can have both risks and benefits. Since therapy often involves discussing troubling and unpleasant aspects of your life, you may experience some discomfort with feelings such as sadness, guilt, anger, frustration, loneliness, and helplessness. Some of the benefits of therapy are that it can

lead to better relationships, solutions to specific problems, and significant reductions in feelings of distress. There are no specific predictions, certainties, or guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a commitment of time, money, and energy; I will do my best to help you make the best use of these resources. If you have questions about my procedures or any aspects of my work with you, we will discuss them whenever they arise. If you have persisting questions or doubts, I will be happy to help you set up a meeting with another mental health professional for a second opinion or a referral to a different therapist. *You have the right to refuse treatment. It is your responsibility to choose the provider and treatment modality that may best suit your needs.*

MEETINGS

I will usually schedule one 50-minute sessions (one appointment hour of 50 minutes duration) per week at a time we agree on. Once an appointment hour is scheduled, you are responsible to pay for that time and will be billed for that hour unless you notify me of your cancellation at least 24 hours prior to the scheduled appointment. (If a cancellation is unavoidable and my schedule allows, I will schedule you at a different time.) I charge a fee of \$25 for no show or late cancelled appointments.

PROFESSIONAL FEES

My hourly fee is \$140. In addition to in-office appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 15 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, video taping and assessment, 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. I charge a \$1400 retainer before becoming involved in legal proceedings.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. In some cases monthly payment arrangements may be made. 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 client's treatment is his/her name, the nature of the services provided, and the amount due. When such legal action is necessary, its costs will be included in the claim.

INSURANCE REIMBURSEMENT

Insurance benefits have become increasingly complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMO's and PPO's 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.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information such as a treatment plan or summary, or copies of the entire record. It has become difficult to receive appropriate reimbursement for my services while keeping your treatment confidential from insurance.

CONTACTING ME

I do not take calls during therapy sessions so am usually not immediately available by telephone. When I am unavailable, my telephone is answered by confidential voice mail that I monitor frequently. I will make every effort to return your call on the same day that you call, with the exception of weekends and holidays. If you are difficult to reach, please give me some times when you will be available. If I do not return your call very soon I am likely not 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 go to the nearest emergency room and ask for the mental health professional on call. You may also call the mental health professionals at First Call for Help at 838-4428. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a mental health counselor. 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 Counselor's Policies and Practices to Protect the Privacy of Your Health Information). Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in the Agreement.

If you are involved in a court proceeding and a request is made for information concerning the professional services I provided you, such information is protected by the counselor-patient privilege law. I cannot provide any information without 1) your written authorization; or 2) 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 client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

If a client 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 client's record to the client'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 client'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 appropriate government agency,

usually the Department of Social and Health Services. Once such a report is filed, I may be required to provide additional information.

If I reasonably believe that there is an imminent danger to the health or safety of the client or any other individual, I may be required to take protective actions. The actions may include notifying the potential victim, contacting the police, seeking hospitalization for the client, or contacting family members or others who can help provide protection.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

As provided for in the laws and standards of the profession of Counseling and pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record which includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts 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 an other individual or that disclosure could reasonably be expected to lead to the patient's identification of the person who provided information to me in confidence under circumstances where confidentiality is appropriate, you may examine and/or receive a copy of your Clinical Record if you request it in writing. Because these are professional records, they can be misinterpreted and/or be 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. Clients will be charged an appropriate fee for any professional time spent in responding to information requests. Additionally, in most situations I am allowed by law to charge a copying fee of 65 cents per page for the first 30 pages and 50 cents per page after that, plus 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.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of our Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that knowledge of the health care information would be injurious to your health or the health of another person, or could reasonably be expected to lead to your identification of an individual who provided the information in confidence and under circumstances in which confidentiality was appropriate, or contain information that was compiled and is used solely for litigation, quality assurance, peer review, or administrative purposes, or is otherwise prohibited by law. Rights to review copies of Psychotherapy Notes and charges for those records are the same as for Clinical Notes.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures or 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 the Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

MINORS AND PARENTS and ISSUES OF CHILD CUSTODY

Clients 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 or 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 immediately. When I believe it would be useful for the parents to have any given information, I will discuss the matter with the child and ask that the parents participate in the session so the child may speak to the parents directly.

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.

ADDITIONALLY, YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE RECEIVED A COPY OF THE LIST OF “UNPROFESSIONAL CONDUCT” AND CONTACT INFORMATION FOR THE DEPARTMENT OF HEALTH COUNSELOR PROGRAMS DIVISION.

Client Signature_____ **Print Name**_____

Date_____

Therapist Signature_____ **Date**_____