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DISCLOSURE STATEMENT AND PATIENT SERVICES AGREEMENT

Welcome to my practice. Please take the time to read this statement and agreement so that you may better understand my policies, as well as your rights and responsibilities.

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 at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our first session. We can discuss any questions you have about the procedures at that 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.

Psychological Services

I provide psychotherapy for adults and couples, as well as psychological assessment. Psychotherapy is not easily described in general statements. My approach to understanding mental health concerns includes an awareness of how the biological, psychological, social, cultural, and spiritual aspects of the human experience influence thoughts, feelings, and behaviors. There are different methods I may use to deal with the problems that you hope to address. Our work may include cognitive-behavioral approaches, but will also rely on other theoretical perspectives that more deeply involve your unique developmental history, interpersonal or relationship style, or the meaning you make of your experience. I have a particular interest in addictive behaviors such as alcohol or substance dependence, gambling, and internet use.

Effective psychotherapy calls for an active effort on your part. Psychotherapy can yield many benefits often leading to significant reductions in feelings of distress. But there are no guarantees of what you will experience. You should be aware that this kind of personal work carries some risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, anxiety, guilt, anger, frustration, loneliness, and helplessness.

Our first few sessions will involve an evaluation of your needs and my first impressions of how to proceed in treatment. I may determine that a referral to another provider is appropriate. If

you decide to continue in therapy you should evaluate your own opinions of whether you feel comfortable working with me. It is your right and responsibility to choose the therapist and treatment method which best meets your needs. You have the right to ask questions about the qualifications of your therapist, the treatment approach, and your progress in therapy. Additionally, you may request a change in therapy, a referral to a different therapist, or to terminate therapy at any time. You are welcome and encouraged to ask questions about our work together.

Professional Training and Licensure

Psychologists offering services to the public must be licensed by the State of Washington. I have a Ph.D. in Clinical Psychology from Fuller Theological Seminary School of Psychology and am licensed in the State of Washington. As such, I am accountable for the services I provide to you. I am committed to providing the highest quality professional service and managing our work together fairly. However, the success of our work together cannot be guaranteed, and I invite you to have an ongoing conversation with me about your progress in therapy.

If you have questions or concerns about the quality of my services, or any administrative matter (such as fees, etc.), please discuss them with me first. If, after discussing your concerns with me, you feel I have been unresponsive you may contact: The Department of Licensing /State Dept. of Health P.O. Box 1099 Olympia, WA 98507 (360) 753-2147.

Office Policies

Fees, Insurance, Payment Policy: My fee for a diagnostic interview is \$175 and psychotherapy is \$125 for a 50-minute session. I will discuss exceptions to this fee based on individual need and circumstance. Payment for services provided to you is expected at the time of service, unless we have specifically agreed to another method or schedule. You may have additional charges for telephone calls, consultation, evaluation, reports, or travel to another location on your behalf. Sessions begin and end at the scheduled time. However, if I delay the start of a session we will meet for 50 minutes, either by extending our time or by rescheduling. At times, it may be necessary to change my fee. When this occurs, you will be given notice of the new fee prior to the change.

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.

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 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.

Cancellation Policy and Missed Appointments: If you are unable to keep your appointment for any reason, please provide 24-hour advance notice of cancellation. You will be charged the full amount if you miss a session or do not cancel within 24 hours. You will also be billed the full fee even for your session, even if you arrive late. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. If it is possible, I will try to find another time to reschedule the appointment.

Contacting me/Emergencies

For non-emergency messages you may leave a confidential voicemail for me at (206) 621-1825. I check messages during regular business hours, and make every effort to return calls as quickly as possible. However, if you leave a message after hours or on weekends I may not get back to you until the next business day.

In the event of an emergency and you require immediate attention, please call the Crisis Clinic at (206) 461-3222, or dial 911, or proceed to the nearest hospital emergency room. Then call my office number at (206) 621-1825 and leave a message and phone number where you can be reached. 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 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).
- Because I share space there may be occasions when faxes or mail are retrieved by other professionals who have been trained to protect your privacy.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this 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 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 person under age 18 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 reasonably 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.
- If you disclose HIV-infection, do not have a physician monitoring the condition and have IV drug-using or sexual partner(s), I may be obligated to report the identity of the partner to the local public health official. I will first consult with the health care officer, as there may be exceptions to this requirement.
- If you choose to submit reimbursement claims to an insurance carrier, or if your insurance is handled by a managed care company. This may limit your right to confidentiality as I may be required to disclose personal information.
- Your right to confidentiality applies when you are seen individually, but not for sessions with two or more persons, e.g. couples or families.

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

You should be aware that, pursuant to HIPAA, I *may* keep Protected Health Information about you in two sets of professional records. One set constitutes 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 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. 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.

In addition, I *may* 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 your 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.

Patient Rights

HIPAA provides you with 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.

Mandatory Reporting Laws for Health Care Providers

As a result of new state regulations adopted by the Washington State Department of Health, I am required to report myself or another health care provider in the event of an act of unprofessional conduct, a determination of risk to patient safety due to a mental or physical condition, or disqualification from participation in the federal Medicare or Medicaid programs. I am also required to report a patient who is health care provider who may pose a clear and present danger to his/her patients. If you have any questions or concerns about these requirements, please feel free to discuss them with me.

Agreement to Participate In Services

Although I am in an office with other psychotherapists and we share certain costs, we are not affiliated and operate as independent practitioners. Therefore, this agreement is entirely between yourself and Ruby Y. Takushi, Ph.D. If you have any questions, please feel free to discuss them with me before you sign this form.

Your signature indicates you have had an opportunity to clarify the conditions under which you consent to treatment, and that you have read, understand, and agree to these policies during our professional relationship. You also agree to accept responsibility for payment of fees in accordance with these terms and conditions. Your signature indicates that a photocopy of this form and your signature below is as valid as the original.

Your signature below also serves as an acknowledgement that you have received the HIPAA notice form described above.

Signature

date

Printed Name

Ruby Y Takushi, Ph.D.