

## AGREEMENT FOR PSYCHOLOGICAL SERVICES

Welcome to my practice! As a psychologist, I am required by law to provide you with certain information before we begin psychotherapy. This Agreement contains important information about my professional services and federal laws outlining your rights and privacy protections with regard to the use and disclosure of Protected Health Information (PHI). The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires that you sign this agreement and be provided with a copy. Please read this document carefully and ask questions about anything that is unclear, as your signature represents a contractual agreement between us.

You can revoke this Agreement in writing at any time. That revocation is binding on me except where I have already taken action, if your health insurance requires information to support a pending claim, or if you have not honored your financial agreement with me. I reserve the right to revise my policies and procedures described in this Agreement. Should I make any revisions, you will be notified in writing.

### Education and Training

I earned my doctorate degree in Clinical Health Psychology and Behavioral Medicine from the University of North Texas in 2014. I completed a pre-doctoral internship at the Michael E. DeBakey Veterans Affairs Medical Center in Houston, Texas, and a post-doctoral fellowship within the VA Puget Sound Health Care System in Seattle, Washington, both approved by the American Psychological Association. Through my training, I developed proficiencies in psychological assessment and outpatient psychotherapy. My theoretical approach can be best described as integrative, meaning that I draw from various psychological theories and therapeutic processes to tailor treatment to your unique needs. To the greatest extent possible, I utilize techniques that are supported by scientific research and are culturally appropriate. Some of the evidence-based interventions I use include Cognitive Behavioral Therapy, Acceptance and Commitment Therapy, and Mindfulness-based approaches. I maintain my professional competence through continuing education courses and professional consultation.

### Licensure

I am a licensed psychologist in the state of Washington. "Licensure" means that I graduated from a doctoral training program accredited by the American Psychological Association and passed both a national written examination and the state jurisprudence examination administered by the Washington State Examining Board of Psychology.

### Associates in Behavioral Health, PLLC

Although I share office space with other mental health practitioners under the name "Associates in Behavioral Health, PLLC" (ABH), we are each independent practitioners and not employees of ABH. I am not responsible or liable for the practices of any other practitioner in this office, nor are they responsible or liable for my practices and procedures.

### The Therapeutic Process

Psychotherapy is a collaborative process in which we will work together to determine your goals and the best treatment plan for you. Your active involvement and honest communication are crucial. I recognize the level of vulnerability involved in sharing private aspects of yourself, thus I strive 1) to create a supportive and safe space for you to feel comfortable sharing your experiences, and 2) to earn your trust gradually as our therapeutic relationship develops from a stance of mutual respect.

Psychotherapy has both benefits and risks. Potential benefits include a reduction in feelings of distress, increased satisfaction in relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. Risks may include experiencing uncomfortable feelings, discussing unpleasant topics, or hearing uncomfortable feedback in order to move toward your goals. Therapy does not always make you feel better right away. In fact, because therapy may increase awareness of your feelings, you may experience increased distress before you feel better. I will support you as you work through this. Over the course of psychotherapy, you will develop specific coping skills aimed at helping you respond to distress in a way that is effective and conducive to attaining your personal and relationship goals. In some cases, a referral to a psychiatrist

or psychiatric nurse practitioner for a medical evaluation or pharmacological treatment may be advised in order to supplement your therapy. It is up to you to decide whether to pursue such additional support.

I believe that psychotherapy is most effective when you bring an attitude of collaboration, openness, and a willingness to invest time and effort between sessions in working toward change. While I recognize that response to treatment varies from person to person and that no guarantees of treatment success can ever be made, therapeutic gains tend to be greater when clients regularly engage in self-reflection and practice coping skills outside of session. These activities help solidify emotional growth and facilitate the integration of both skills and new insights into your day-to-day life.

### **Psychotherapy Sessions**

Psychotherapy may be scheduled weekly or less frequently depending on your treatment needs and availability. Sessions are generally scheduled for 50 minutes. All psychotherapy sessions take place in person in my office; no psychotherapy sessions are conducted over the telephone or video call programs, such as Skype.

#### Initial Session

Your first appointment with me is reserved for an intake assessment. This appointment is typically scheduled for 90 minutes to ensure we have sufficient time to discuss your background information, reasons for seeking treatment, presenting symptoms, treatment history, therapy goals, and other relevant information.

Per rules provided by the Federal Trade Commission, I am required to request identification from you prior to beginning treatment. The purpose of this regulation is to flag possible cases of identity theft or fraudulent use of health insurance benefits. At your first visit, I will ask for and make a photocopy of your legal identification (i.e., driver's license, passport, or other government issued photo ID).

#### Subsequent Sessions

The first few psychotherapy sessions usually focus on clarifying your presenting concerns, as this would help formulate a conceptualization of your treatment needs. It is often of benefit to identify any patterns of thinking and behavior and the role they may play in your current circumstances. This promotes increased self-awareness and an understanding of their impact on your emotional experience and overall functioning. New insights can help uncover a newfound perception of your current situation and what is needed to lead a more fulfilling life. When clinically relevant, we might also discuss other aspects of your life that might impact or be impacted by your psychological health (e.g., spirituality, multicultural factors, significant past events).

These initial sessions also provide an opportunity for you to assess whether my expertise and therapeutic style are a good fit for your needs and whether you feel comfortable working with me. You have the right to decline treatment at any time. Likewise, if I determine that your presenting concerns are beyond the scope of my qualifications and/or experience, I would offer to refer you to another mental health provider that I believe might better suit your needs.

### **Length of Treatment**

There is not set length of time for someone to be in therapy. The length of treatment will depend on the type and extent of the difficulties you are experiencing. Psychotherapy generally will continue until there is mutual decision that our work together is complete (i.e., either your goals are met or sufficient progress has been made), or you decide that you wish to discontinue. Periodic discussion of the progress that we are making will help to clarify goals and determine the appropriate length of treatment.

Although most health insurance companies provide coverage for necessary mental health treatment, some policies only cover a limited number of psychotherapy sessions per year. It is your responsibility to know the limitations of your health insurance benefits ahead of your first appointment, as this information can help us determine what we can expect to accomplish with the benefits that are available, set reasonable goals, and explore treatment options for when and if your insurance no longer covers you.

### **Termination of Treatment**

Ending relationships can be difficult. Therefore, planning for termination is important and warrants a proper discussion of treatment goals and progress made towards those goals. The process of termination may be gradual depending on the length and intensity of the treatment. “Booster sessions” are part of this process and generally how I recommend terminating (i.e., meeting more and more infrequently as symptoms continue to improve). Remember, you also have the right to discontinue treatment at any time. However, you may not be able to decide when your treatment ends in the following circumstances:

1. As stated above, if your health insurance company sets limits on the number of sessions for which they will reimburse, we can only meet for the allotted number of sessions, unless you are willing to pay my full fee for any additional sessions.
2. If, as treatment progresses, it becomes apparent to me that I am not able to help you with your presenting concerns or that you are not benefiting from treatment, I will inform you of this fact and offer to refer you to a mental health provider that I believe might better meet your needs. I would continue to meet with you until you have established a relationship with him or her.
3. If, in my opinion, psychotherapy is not being used effectively (e.g., inconsistent attendance, minimal participation in and out of session), I may suggest that you consider resuming psychotherapy at another time when you can commit fully to the process.
4. I reserve the right to terminate treatment and refer you to appropriate community mental health agencies due to repeated non-payment for services. As noted below in the Financial Policies section of this Agreement, I will do my best to work with you if financial difficulties arise so as not to interfere with the therapeutic process.
5. If you threaten or act in a violent way toward my office, my colleagues, my family, or myself or harass me in any manner, I reserve the right to terminate treatment immediately. I will do all that I can to work with you to prevent such an episode from occurring if it appears possible.

### **CONFIDENTIALITY POLICIES**

Your right to confidentiality is very important and I am committed to protecting the information you share with me. For the most part, your information will remain private and not be disclosed to any person or agency unless you sign an Authorization or Request for Release of Information form. There are, however, exceptions for specific situations in which I may be legally or ethically required to release information otherwise regarded as confidential.

1. If I have reason to believe that you are in imminent danger of harming or killing yourself or are unable to take care of your basic needs, I am required to take protective actions, including seeking hospitalization for you (voluntary or involuntary), notifying friends or family, and/or contacting law enforcement.
2. If I have reason to believe that you will severely harm or kill another person, I am required to make every attempt to protect that other person. This can include notifying the person directly, contacting law enforcement, and/or seeking hospitalization for you (voluntary or involuntary).
3. If I have reason to believe that a child has suffered abuse or neglect, I am legally required to report my suspicion to Child Protective Services (CPS) of Washington State.
4. If I have reason to believe that a vulnerable adult (i.e., anyone elderly or otherwise incapable of protecting themselves) has suffered abandonment, abuse, financial exploitation, or neglect, the law requires that I file a report with the Washington Department of Social and Health Services. If I have reason to suspect sexual or physical assault of a vulnerable adult, I must additionally inform law enforcement.
5. If you disclose that you are HIV positive and are engaging in risky transmittable behaviors (e.g., intravenous drug use, unprotected sexual intercourse), I am legally obligated to notify the Washington Department of Health. I will first consult with a health care official without identifying you, as there may be exceptions to this ruling.
6. If you are involved in a legal proceeding and I receive a request for access to your records, I will, whenever possible, do my best not to release information you do not want disclosed; however, this does not apply

when the request is made by a court of law, or when you are being evaluated by order of the court or a third party.

7. If a government agency requests information for health oversight activities (including audits and investigations), I am legally bound to comply with such orders.
8. If you file a worker's compensation claim and your psychotherapy is relevant to the injury, I must make available any relevant PHI in my possession to your employer and/or the Department of Labor and Industries.
9. If you file a complaint or lawsuit against me, details of your therapy may be subject to review and I am permitted to disclose information as relevant for my defense.
10. I take any acts or threats of violence directed towards me, my family, or business associates very seriously, and reserve the right to communicate with the appropriate authorities under these circumstances.

In any of the above situations, I will make every effort to talk with you before taking action and I will limit my disclosure to what is necessary. The Notice of Privacy Practices outlines in more detail how your health information can be used or shared. An electronic copy of the notice can be found on my individual page at [www.abhseattle.com/practitioners](http://www.abhseattle.com/practitioners).

### **Additional Confidentiality Policy for Couples Therapy**

Should you or your partner decide to contact me outside of our joint sessions (e.g., phone call, individual meeting), be aware that whatever you share with me will be considered part of the couples therapy and, at my discretion, may be shared with your partner during a subsequent joint session. For this reason, I ask that you not tell me anything you wish kept secret from your partner. I will remind you of this policy should you seek individual contact with me.

### **Consultation with Other Professionals**

Case consultation is critical to providing high quality treatment. As per Revised Code of Washington (RCW 70.02.050), I may speak with another health care provider in order to coordinate continuity of care, if necessary. Furthermore, the competent and ethical practice of psychotherapy dictates that I participate in case consultation with other licensed professionals on a regular basis. As such, I may occasionally consult with my colleagues about our psychotherapy work. Should I seek such consultation, I will make every effort to avoid revealing your identity, and I will share only the minimum amount of information necessary for them to understand the clinical picture. My colleagues are also legally and ethically bound to keep any information discussed confidential. Unless you request otherwise, I will not inform you every time these consultations take place, however they will always be documented in your Clinical Record.

### **Disclosures for Payment Purposes**

If you are using health insurance benefits, your contract with your health insurance company requires that I furnish information about services provided to you in order to determine eligibility and reimbursement for them. I will always attempt to disclose the minimum amount of information necessary for the stated purpose. This generally includes a diagnosis, procedure codes, and dates of service but may also extend to more detailed information from your Clinical Record, such as session notes, treatment plans and/or summaries, and in some cases, your entire Clinical Record. Such documentation is typically requested to support continued need for psychotherapy. Billing specialists in my office will also have access to your diagnosis, procedures codes, and dates of service in order to process bills and insurance claims. They are trained to protect your privacy and will not release any information without your permission. By signing this agreement, you are hereby allowing me to disclose relevant information to billing specialists and your health insurance company in order for them to process any claims and/or collect past due fees.

### **Record Keeping**

Your treatment records will be stored electronically using *SimplePractice*<sup>®</sup>. This practice management software uses bank-level security so that your personal health information is transmitted and stored securely with multiple layers of encryption. Such data encryption technologies are compliant with legal and ethical privacy requirements.

### Access to Treatment Records

I maintain two sets of records: your Clinical Record and my Psychotherapy Notes. Your Clinical Record includes demographic information, occupational and social background, medical and psychological history, your reasons for seeking treatment, your symptoms and how they impact your life, any diagnoses, psychotherapy goals, treatment plans, documentation of each session attended, professional consultations, treatment records that I have received from other providers, billing records, and any disclosures of your protected health information. You may access, examine, and receive a copy of this Clinical Record by providing a written request and paying a clerical fee of \$15. You have the right to receive your treatment records within 30 days. You cannot be refused access to your records because you have not paid your bill.

Psychotherapy Notes are my personal notes or impressions of the material discussed during any given psychotherapy session. Documentation of such notes is not required by law; thus there might not be a psychotherapy note for every session attended. They usually contain sensitive information so they are not included in your Clinical Record and are given a higher level of protection from disclosure. I can deny you access to my Psychotherapy Notes if I believe they can be misinterpreted or upsetting, or if disclosing would compromise the identification of any person who provided me information under the expectation of confidentiality. Further, I cannot disclose Psychotherapy Notes when the information was compiled for and will be used solely for litigation, quality assurance, peer review, administrative purposes, or is otherwise prohibited by law. In these circumstances, we can discuss your right of appeal if you disagree with my decision. If access to Psychotherapy Notes is granted, I will always recommend that you review them in my office so that I can answer any questions you might have. While your health insurance company can request a copy of your Clinical Record without your written consent, I can only release Psychotherapy Notes to them with your signed authorization. In accordance with HIPAA, insurance companies cannot deny coverage nor penalize you in any way if you refuse to authorize the release of Psychotherapy Notes.

### Additional Client Rights

In addition to having access to your treatment records, you have the right to:

1. Request corrections and have it documented that you made such request;
2. Place restrictions on certain uses and disclosures of your protected health information (PHI);
3. Receive an accounting of PHI disclosures, including dates, recipients and reasons for disclosure;
4. Discuss your treatment with anyone you choose, including another provider;
5. Share your Clinical Record with anyone you choose, granted you have signed a Release of Information form;
6. Be notified if there is a breach involving your PHI; and
7. Complain if you think your privacy rights have been violated.

### FINANCIAL POLICIES

Service Type	Length	Fee
Initial Phone Consultation	Up to 15 minutes	No cost
Subsequent Calls Exceeding 15 Minutes (except for emergencies)	Varies	\$25 per 15 minutes
New Client Intake Session	60-90 minutes	\$200
Standard Psychotherapy Session	50-60 minutes	\$150
Extended Psychotherapy Session	75 minutes; 90 minutes	\$175; \$200
Psychological Evaluation	Varies	\$200 per hour
Court-Related Testimony and Preparation*	Varies	\$250 per hour
Report and letter writing; completion of forms at your request	Varies	\$25 per 15 minutes

\*Because of the disruption caused by legal involvement, legal proceedings requiring my participation will be billed at \$250 per hour for all related expenses, including transportation, waiting in the courthouse, actual courtroom time (e.g., providing testimony, even if I am called to testify by another party), time spent in hearings and depositions outside of the courthouse, and time spent in preparation and consultation for the trial (including time in conversation with your attorney). An itemized account of the time spent in each activity can be made available at your request.

### **Payments**

Unless other arrangements are made in advance, payment is due in full when you come in for your appointment. If you have health insurance that covers psychotherapy benefits, you will only need to pay the portion of the fee not covered by insurance (e.g., deductibles, copayments). I will bill your insurance company directly for the outstanding balance. If I am an in-network provider for your insurance company, then I accept their “allowed charges” as full payment even though this may be below my published rate. If I am not an in-network provider for your insurance company, you may be able to use “out of network” benefits and only be responsible for the percentage not covered. If your insurance company refuses to pay for the outstanding balance, it is your responsibility. Likewise, in the event that it is determined by me, your insurance company, or any other party that your psychotherapy is not “medically necessary,” you will be responsible for the full fee. You should contact your insurance company directly with questions about your psychotherapy benefits and the exact percentage covered. You must also arrange for any pre-authorization necessary.

Payments may be made with cash, check, or credit card. In order to devote maximal time to your session, please have your payment ready prior to your appointment (checks made out to Vanessa Dzivakwe, PhD, PLLC). Questions about billing and insurance claims may be directed to billing specialists in the Associates in Behavioral Health Account Services (ABHAS) office at 206-726-1790, Monday through Friday between 9am and 5pm.

### **Missed Payments/Unpaid Bills**

Outstanding debt raises anxiety on everybody’s part and compromises the psychotherapy process. If paying for services ever becomes a problem, please discuss it with me directly. Payments returned from your bank due to non-sufficient funds will incur a returned check fee of \$25, which will be due at the next scheduled session. If, for any reason, you must carry a balance on your account, you will be expected to pay the entire balance within 30 days of receipt of a billing statement. If financial difficulties persist, we can discuss a payment schedule to bring your account up to date, alternative schedules (e.g., meeting less frequently), or referrals to community mental health agencies where lower fees are generally charged. Unless a negotiated payment schedule is adhered to, accounts past due more than 90 days may be sent to collections and incur an additional charge of 1.5% interest per month to compensate for time and costs related to billing. Under these circumstances, you will be responsible for all expenses, including collection fees, attorney fees, and other associated costs. If collection procedures or actions must be initiated on your account, only confidential information necessary to assure collection will be released. I reserve the right to terminate treatment and refer you to appropriate community mental health agencies due to repeated non-payment for services.

## **OFFICE POLICIES**

### **Late Arrival/Missed Appointment Policy**

It is important that we start and end sessions on time. I will do all that is possible to keep appointments on schedule. If you are late, we would only be able to meet for the remaining time and still end as scheduled, as it would otherwise interfere with my next appointment. If you need to cancel an appointment for any reason, you must provide advance notice at least 24 hours if at all possible. Non-emergency cancellations received later than 24 hours or no shows will be subject to billing at 50% of my standard fee for the first three missed sessions. After three instances of late cancellations or no shows, you will be responsible for 100% of my fee for each session missed. Health insurance companies do not reimburse for missed appointments or cancellation fees. Payment for missed sessions is due prior to or at the beginning of the next scheduled session. If a missed session is not rescheduled, you are still responsible for this balance, as it will remain in your account and is subject to past due fees.

Exceptions to these missed appointment/late cancellation charges are acute illnesses, emergencies, and certain situations that cannot be predicted (e.g., icy roads). In these situations, please call me with as much notice as you can if at all possible. Likewise, if I find myself unable to make your appointment due to an emergency in my personal or professional life, I will also do my best to give you advance notice of at least 24 hours. I respect the value of your time as well as my own.

**Telephone Calls**

For scheduling and general questions, please call my office directly at 206-329-5255, extension 302. If I am unable to answer, my confidential voicemail system will take your call. I will do my best to return calls within 24 hours (unless it is a weekend). If you have questions or comments that you would like to discuss in session with me, please do not leave this information on my voicemail because I might not get to listen to my messages before our appointment. Instead, please write any notes on a notepad or your phone and bring them with you to session.

**Emergencies**

Emergencies may arise from time to time. My voicemail has instructions on how to reach me in case of a clinical emergency or an urgent matter that cannot wait until the next business day. If, for any reason, you do not get a call back and still need to speak with a professional right away, you can call the 24-Hour King County Crisis Line at (206) 461-3222. If your emergency is life-threatening, please call 911 or go to the nearest emergency room.

If I am scheduled to be out of the office for an extended period of time, I will let you know the dates in advance. Should I be unreachable during this time, I will also provide you with the name of a colleague at Associates in Behavioral Health, PLLC who can be contacted during my absence in case of an emergency.

**Email, Social Networking, and Accidental Meetings Outside of Session**

I do not maintain communication with established clients via email as I cannot guarantee email security. Your initiation of email exchanges means that you are accepting the responsibility for any security or privacy breaches. Furthermore, I will not be able to accept invitations to become a contact or friend on sites such as LinkedIn or Facebook. Per ethical guidelines for psychologists, this will apply even after you are no longer a client to ensure that you can return to treatment in the future. If we accidentally see each other outside of my office, I will not acknowledge you first in order to maintain your confidentiality. You are welcome to approach me and introduce me to others however you see fit. I will follow your lead in the conversation and disclose only the information that you disclose or request.

**ETHICAL CONCERNS**

As a licensed psychologist and member of the American Psychological Association, I strive to adhere to the highest possible professional standards of competence and ethics. Should you have concerns about the treatment you are receiving or feel dissatisfied with any aspect of our work, please discuss these concerns with me first so that I can respond accordingly. Should you feel that I have behaved unprofessionally or unethically, you may contact the Health Systems Quality Assurance (HSQA) office. The HSQA is part of the Washington State Department of Health and functions to protect public health and safety by overseeing the quality of care delivered by healthcare providers, including psychologists. If you have questions about filing a complaint, you can contact the HSQA directly at 360-236-4700 or [HSQAComplaintIntake@doh.wa.gov](mailto:HSQAComplaintIntake@doh.wa.gov). You can also contact the Ethics Office of the American Psychological Association at 202-336-5930 or 750 First Street N.E., Washington, DC 20002-4242.

**ACKNOWLEDGEMENTS**

Your signature below indicates that you have read this Agreement for Psychological Services in its entirety, and that you understand and agree to abide by its terms. Your signature also serves as acknowledgement that you have received and read the Notice of Privacy Practices referenced above. You hereby authorize Vanessa Dzivakwe, PhD, PLLC to provide psychological services to you, including evaluation and/or treatment. This agreement constitutes informed consent without exception.

Vanessa Dzivakwe, PhD  
Psychologist

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Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

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Signature

\_\_\_\_\_  
Date

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