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Service Agreement

This document contains important information about my professional services and business policies. Please read it carefully and bring any questions you may have to our next meeting so that we can discuss them. By signing the signature sheet, you are agreeing to the policies contained in this document. Also, although I share office space with other mental health practitioners please note that I am an independent practitioner solely responsible for the care of my clients.

Psychological Services

As a Clinical Psychologist I provide services to children, adolescents, adults, couples, and families. My theoretical approach to therapy is integrative; meaning that I will choose the appropriate treatment modality based on the specific needs of my patient. Specifically, I utilize family systems, object relations, interpersonal, dialectic behavioral, and person-centered theories to guide my practice.

My work with adults typically focuses on issues of stress, depression, anxiety, interpersonal conflict, marital problems, career/parenting decisions, unresolved grief issues, and difficult life changes.

When working with children, concerns commonly presented include family conflict, behavioral and emotional challenges, attention deficits, learning disabilities, self-esteem, anxiety, depression, and adjustment reactions to various transitions in life. Additionally, I conduct comprehensive assessments for children and adolescents, which usually pertain to questions about emotional and adjustment difficulties, learning disabilities, behavior problems, and intellectual ability. At the request of the client, I also provide consultation to teachers, physicians, other therapists, as well as the client, regarding treatment and assessment results.

The course and success of psychotherapy is dependent upon many factors. Such factors include the personalities of both the therapist and the patient, the particular issues at hand, and the motivation of the patient/patient's family to progress. Typically, a successful therapy outcome requires work to be done in session as well as between sessions. For children, it is expected that parents take an active role in their child's treatment. Often this means that parents will need to make changes in their own behavior to help their children change as well.

Psychotherapy has both benefits and risks. Risks sometimes include experiencing uncomfortable levels of feelings like sadness, anger, or anxiety. Therapy can often

involve talking about unpleasant aspects of a person's history and behavior. Psychotherapy has also been shown to have benefits for people who undertake it. It can lead to a significant improvement in relationships, school/work functioning, problem-solving, and a reduction in feelings of distress. However, there are no guarantees regarding the outcome of engaging in psychotherapy.

I am an independent mental health professional, practicing with other clinicians under the name Associates in Behavioral Health. This is an association of independently practicing professionals, which shares certain expenses and facilities. While the members share a name (and some members share office space), we are completely independent in providing you with clinical services. The provider you see is alone fully responsible for those services. Professional records are separately maintained and no member of the group can have access to them without your specific, written permission.

Education, Training, and Licensure

I received my doctorate in Clinical Psychology from the Virginia Consortium Program. I went on to obtain dual training working with children, adolescents, and families as well as with adults at sites that were accredited by the American Psychological Association. I completed a pre-doctoral internship at Kings County Hospital Center, a public psychiatric hospital in Brooklyn, New York and a post-doctoral residency in a busy outpatient clinic at Kaiser Permanente in Northern California. This means that I have been trained in many empirically-based treatments and use research validated techniques to meet the needs of my patients.

Psychology licensure provides that psychologists have passed written examinations administered by the Examining Board of Psychology for Washington State, and are therefore judged competent to engage in the independent practice of Clinical Psychology. The Washington licensure law provides complaint and discipline procedures for patients. Inquiries about a psychologist's professional qualifications and/or treatment practices may be directed to the Examining Board of Psychology, Division of Professional Licensing, P.O. Box 9649, Olympia, WA 98504. My license number is PY 60345764.

Patient Rights

Patients 13 years and older have a right to refuse treatment. Patients have the right to change therapists and to receive a referral to another therapist. Patients have a right to ask questions concerning their treatment and the right to raise questions about the therapist, therapeutic approach, and the progress made at any time.

Confidentiality

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

- 1) Harm to self or others - I am legally required to take action to prevent others from harm, even though that may require revealing some information about a patient's treatment. If I have reason to suspect that a child, elderly person, or disabled person is being abused, I must file a report with the appropriate state agency. If I believe that a patient is threatening serious harm to another, I am required by law to take protective action, which may include notifying the potential victim, notifying the police or seeking appropriate hospitalization for the patient, and if the patient is a minor, to contact family members or others who can provide protection. These situations rarely arise in my practice. However, should such a situation occur, I will make every effort to discuss it with you before taking action.
- 2) Professional consultation - Health care providers who are treating the same individual are allowed to share information that may be helpful in that treatment. I also seek consultation with other professionals in order to provide quality service. I make every effort in these situations to avoid revealing the identity of my patient. The consultant is also legally bound to keep the information confidential. Unless you object, I will not plan to tell you about these consultations unless I feel it is important in our work together. Psychiatric consultation or other medical consultations may be requested as part of treatment. In this situation, the patient will be asked to undergo formal consultation with the physician. You are strongly urged to inform your primary physician or your child's physician that you or your child is in therapy.
- 3) Minors - If you are under the age of 18 years, please be aware that the law provides your parents with the right to examine your treatment records. It is my policy to request an agreement from your parents that they consent to give up access to your records. If they agree, I will provide them only with general information on how your treatment is proceeding unless I feel that there is a high risk that you will seriously harm yourself or someone else, in which case, I will notify them of my concern. Before giving information, I will discuss the matter with you and will do the best I can to resolve any objections you may have about what I plan to discuss.

Intake Procedures

My normal practice is to conduct an initial interview that lasts on average, 50-60 minutes. In cases where the patient is under 13 years of age, this is a parent-only appointment. Doing so allows us the opportunity to have a candid conversation about issues of concern and historical information that may not be appropriate for the child. It is sometimes appropriate to schedule more than one appointment to gather all of the relevant information that will help me clarify a diagnosis (if appropriate) and determine the best course for treatment. This will involve collecting information about the patient, the presenting problem, developmental and family history, and other relevant information. When appropriate, I will conduct formal assessments to better understand the concerning issues. During this time, we will decide together whether I am the best person to provide treatment to you, or to your child if you are seeking help for him or her. By the end of the initial evaluation I should be able to offer you some impressions of what treatment would include and a proposed treatment plan. You should evaluate this information along with

your own opinion about whether you and/or your child would be comfortable working with me. Therapy involves a commitment of time, money, and energy, so it is wise to be careful about the therapist you select. If you have questions about my procedures, we should discuss them whenever they arise. If major doubts persist, I will be happy to provide a referral to another therapist.

Contacting Me

Confidential voice messages can be left 24 hours a day at (206) 330-1329. I can also be reached via email at jameselolley@gmail.com. I check my messages regularly and will make every attempt to return calls and emails within 48 hours with the exception of weekends and holidays. Ongoing patients will be given contact information for urgent issues that arise after hours and on the weekends that I am on call. While I can be available by phone for issues that arise Monday through Friday, I am not in office every day. If you feel that these arrangements will not meet your need for services, I will be happy to provide a referral to another therapist.

I am available by email to discuss logistical issues and scheduling only at:
jameselolley@gmail.com

To insure the privacy of your protected health information (PHI), I do not discuss clinical issues via email.

Divorced or Separated Parents

Parents who are going through a separation or divorce often seek therapy for their children, both to help the child who is exhibiting stress or sadness and also to help minimize the trauma for the child. It is my policy that, with very rare exceptions, both parents of a child consent in writing to treatment of the child and payment for services before the child's first appointment.

Termination of Therapy

At any point in therapy, you have the right to terminate treatment and to receive a referral to another therapist. Please be aware that a therapist also has the right to terminate therapy. Examples of the types of reasons a therapist may decide to terminate therapy include: feeling threatened in any way by a client; feeling he/she is being abused by the client; losing objectivity in treating a case; a client repeatedly violating the boundaries of a therapeutic relationship; non-payment by a client for services rendered.

Appointments

Appointments are scheduled by calling or emailing me directly. Your appointment begins at the stated time, not when you arrive. Once an appointment has been scheduled, you will be expected to pay for it unless you provide 24 hours notice of cancellation (or unless we both agree that the circumstances were beyond your control). Insurance cannot

be billed for missed appointments. Scheduling times are reserved for patients/families who are current in their payments.

Fees

The charge for the initial intake appointment (60-minutes) is \$220. This includes time spent in the initial interview, scoring of any evaluation questionnaires, review of previous records and phone contacts with individuals such as teachers. My hourly fee (50-minutes) is \$160. It is sometimes appropriate to schedule longer appointments for family therapy sessions; the fee for which is pro-rated based on my hourly fee. In addition to session time, it is my practice to charge a pro-rated amount based on my hourly fee for other professional services you may require such as report writing, extended telephone conversations, and home or school visits (including travel time). Please note, insurance cannot be billed for travel time.

In unusual circumstances, you may become involved in court actions such as litigation that may require my participation. You will be expected to pay for the professional time required, even if I am compelled to testify by another party. Because of the complexity and difficulty of legal involvement, I charge \$250 per hour of preparation for and attendance in any legal proceeding, including travel time. Usually in legal circumstances you will be asked by an attorney to sign a release of your treatment records for duplication. Charges for record duplication are in accordance with RCW 70.02.010 which sets and updates the standard charges for Washington State. As a psychologist, I am required to maintain your records for a period of 8 years from the date of last treatment contact, after which records can be destroyed.

Payment

Some or all of the fees for psychological services may be covered by your health insurance. It is important that you find out the details of your coverage. Payment for the percentage of fees not covered by insurance is collected at the time of each service. This includes co-pays and co-insurance. Please remember that if your insurance company refuses to pay for the outstanding balance, you are responsible for the remaining payment. There is a \$25 service charge for all returned checks. A 2% fee will be added to the outstanding balance of bills that are more than 60 days overdue from the date of initial billing. Also, 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 payment.

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

Health Insurance Portability and Accountability Act (HIPAA)

This is 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. HIPAA requires that I provide you with a Notice of Privacy Practices 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 these disclosures at the end of our first session. A description of the circumstances under which I may disclose information is provided for you. Please review it carefully so you understand fully what confidentiality does and does not mean in the therapeutic relationship. I am happy to discuss any of these rights with you.

Notice of Privacy Practices

With your signature on the Authorization Form I provide, I may disclose information in the following situations:

- Consultation with other health and mental health professionals.
- Disclosures required by health insurers.
- Disclosures required in collecting overdue fees. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This requires me to disclose otherwise confidential information. If legal action is necessary, costs are included in claim.
- Court proceedings (discussed earlier in this Agreement).
- Government Agency request for information in health oversight activities.
- Patient-initiated complaint or lawsuit against me. (I may disclose relevant information regarding that patient in order to defend myself.)
- Patient-initiated 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.
- If I have reasonable cause to believe a child has suffered abuse or neglect.
- If I have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect of a vulnerable adult has occurred, the law requires that I file a report with the appropriate 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 there is an imminent danger to the health or safety of the patient or any other individual.

Expanded Clinical Records Rights

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of PHI. These rights include:

- Requesting that I amend your record.
- Requesting restrictions on what information from your Clinical Record is disclosed to others.
- Requesting an accounting of most disclosures of PHI 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.
- The right to a paper copy of your signed Agreement, Notice of Privacy Practices, and my privacy policies and procedures.

Acknowledgement Signature

Your signature below indicates that you have read this Agreement fully and agree to its terms. Your signature also serves as acknowledgment that you have received the HIPAA notice form.

I have read the policies on confidentiality, patients' rights, billing and insurance procedures, and have had the opportunity to ask questions. I give permission for evaluation and treatment for myself (or my minor child). I give permission for information to be released to my insurance company when additional information is requested for claim processing purposes.

To be signed by patients 13 years of age and above:

Name

Date