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### ***AGREEMENT FOR PSYCHOLOGICAL SERVICES***

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety needed to take risks and the support to make changes. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, the goal of which is your well-being. There are also certain legal limitations to those rights that you should be aware of. As a therapist, I have corresponding responsibilities to you. Following is an explanation of the rights and responsibilities held by you as a psychotherapy client, and by me as your therapist.

#### **My Training, Practice, and Approach to Therapy**

I have a Ph.D. in Clinical Psychology from the University of Washington and am a licensed psychologist in the State of Washington. “Licensure” means that I have passed a national written examination and an oral examination given by the Washington State Examining Board of Psychology.

I am a partner with the practice of Associates in Behavioral Health, PLLC (ABH). I am an independent practitioner and am solely responsible for the services provided. 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.

As a general practitioner, I see people with a wide range of concerns. My practice integrates humanistic, cognitive-behavioral, psychodynamic, and feminist approaches to help individuals develop insight into and change maladaptive ways of behaving, feeling, and thinking. I would be happy to provide you with further explanation of each of these approaches if you wish. I also believe that therapy will be most effective when you bring an attitude of collaboration, openness, and willingness to invest time and effort between sessions in working toward change. Your therapist cannot guarantee the success of therapy because the outcome is, in part, your responsibility. I will utilize my experience, education and training to work with you and will perform my services in a professionally competent manner.

#### **My Responsibilities to You as Your Therapist**

##### **Confidentiality**

You have the right to total privacy **except as explained below**. This confidentiality is very important and should help you in being open. Information discussed will remain private and will not be disclosed to any person or agency unless you sign an Authorization form, which meets the legal requirements imposed by the State of Washington and by HIPAA. Without a signed

Authorization, I may occasionally consult with other health or mental health professionals about our work. Should I seek such consultation, I make every effort to avoid revealing your identity. These other professionals are also legally bound to keep any information discussed confidential. Unless you request otherwise, I will not tell you about these consultations, however I will note them in your clinical record. Additionally, I employ a billing specialist to process medical billings and to perform other administrative tasks. Staff members are trained to protect your privacy and will not release any information without permission. Also, without your written Authorization, I am allowed to disclose information to your health insurance company or to collect past due fees.

If you are involved in a legal proceeding, I can disclose information if you provide your written Authorization. Additionally, if I am presented with a properly served subpoena and you do not inform me that you are seeking a protective order against my compliance, then I will have to comply with the request of the subpoena. Lastly, I also must disclose if I receive a court order requiring the disclosure. Please talk with me if you are involved in or contemplating litigation. Opening your files to court proceedings has huge ramifications to your privacy, which you will want to carefully consider.

There are some situations where I am permitted or legally required to disclose information without either your consent or Authorization:

- If a government agency is requesting the information for health oversight activities.
- If you file a complaint or lawsuit against me, I am permitted to disclose information as relevant for my defense.
- If you file a worker's compensation claim, and your psychotherapy is relevant to the injury involved in your claim, if properly requested, I must provide a copy of your record to your employer and the Department of Labor and Industries.
- If I have reasonable suspicion that a child has suffered abuse or neglect, the law requires that I file a report with the appropriate government agency.
- 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.
- If I have reason to believe that you or someone else is in imminent danger, I may be required to take protective actions, including notifying potential victims, contacting the police, seeking hospitalization for you, or contacting family members or others who can help provide for your protection.
- As a result of state regulations adopted by the Washington State Department of Health, I am required to report myself or another healthcare provider in the event of a final determination of unprofessional conduct, a determination of risk to patient safety due to a mental or physical condition, or if I have actual knowledge of unprofessional conduct by another licensed provider. If you yourself are a healthcare provider, and I believe that your behavior poses a clear and present danger to your patients or clients, I am also required to report you. If you have any questions or concerns about these requirements, please talk with me about them.

In any of the above situations, I will make an effort to talk with you before taking action and I will limit my disclosure to what is necessary.

Please note that the confidentiality of both email and cell phone communication is not secure, and therefore I try to avoid both modes as much as possible when communicating with you about your treatment. I will on occasion use email (with your permission) to discuss appointment scheduling only. If you call me on my cell phone after hours, I will make every effort to return your call on a land line, and will ask you to do the same if possible. Please see my Social Media Policy for more details about use of email and social media.

The following are not legal exceptions to your confidentiality. However, they are policies you should be aware of if you are in couples or group therapy with me.

- If you are in couples therapy with me and you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. For this reason I would ask that you not tell me anything you wish kept secret from your partner. I will remind you of this policy before beginning such individual sessions.
- If you are in group therapy, I would ask that you agree to respect the privacy of all group members. This includes holding private the names of all group members as well as issues discussed that might identify any member of the group.

### **Diagnosis**

If a third party such as an insurance company is paying for part of your bill, I am required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and indicate whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book entitled the *DSM-V*. I would be happy to show you a copy of this book and to help you learn more about your diagnosis.

### **Consultation**

The competent and ethical practice of psychotherapy dictates that I participate in regular case consultation with other licensed professionals. Should I obtain consultation regarding aspects of your treatment, I will omit identifying information (including your name, place of employment, etc.) so that your confidentiality will be preserved to the best of my ability. Your signature on this policy statement serves as consent so that I may obtain consultation regarding your treatment (on an anonymous basis) without a specific release to do so.

### **Managed Mental Health Care**

If your therapy is being paid for in full or in part by a managed care firm, there are usually further limitations to your rights as a client imposed by the contract of the managed care firm.

These may include their decision to limit the number of sessions available to you, or to determine the time period within which you must complete your therapy with me. They may also decide that you must see another therapist in their network rather than me, if I am not on their list. Such firms also usually require some sort of detailed report of your progress in therapy, and on occasion, copies of your case file. I do not have control over any aspect of their rules. However, I will do all that I can to maximize the benefits you receive by filing necessary forms and gaining required authorizations for treatment.

## **Your Rights and Responsibilities as a Therapy Client**

### **Appointments and Cancellations**

You are responsible for coming to your sessions on time. If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling or cancel with less than 24 hours' notice, you will be responsible for paying for that session at our next regularly scheduled meeting. I cannot bill these sessions to your insurance. The exceptions to this rule are illness, emergencies and certain conditions that can't be predicted (e.g., icy roads).

### **Emergencies**

In the event of any emergency or urgent situation you may call my voice mail. Leaving a message is usually the only way to reach me. In the event of an emergency, be sure to indicate this in your message. During non-business hours (evenings and weekends), I check messages infrequently. If you need assistance before I return your call, phone the Crisis Clinic at 206-461-3222 or 1-800-244-5767, or call 911, or go to the Emergency Room of the nearest hospital.

### **Fees and Payments**

You are responsible for paying for each session at the time of service unless we have made other firm arrangements in advance. My fees are as follows:

Initial session (individual or couple):	\$200.00 / session
Psychotherapy (individual or couple):	\$175.00 / session
Group therapy:	\$ 75.00 / person
Psychological evaluation and report writing:	\$200.00 / hour
Court related preparation and testimony:	\$225.00 / hour

I do not routinely offer telephone or skype therapy. Emergency phone calls are normally free; however, if we regularly spend more than 10 minutes weekly on the phone, or if you leave regular long phone messages, I will bill you on a prorated basis for time talking on the phone and listening to long messages. Insurance companies do not reimburse for such calls, and the client is responsible.

You are responsible for your account and are expected to pay for all services you receive. Accounts overdue 90 days or more may be turned over to a collection agency or to an attorney, with the addition of collection expenses including a \$50.00 fee, and an interest rate of 1.5% per

month. Payments returned from your bank due to non-sufficient funds will be subject to a returned check fee of \$15.00.

I am not willing to have clients run a bill with me. If you find that you are having a hard time paying for therapy, please discuss it with me. I have a percentage of slots reserved for lower fee clients and if one becomes available I will let you know. Another option would be for us to meet less frequently. If you are using a low-fee slot and your financial circumstances improve, please let me know so that we can renegotiate your fees and I can offer the low-fee slot to someone else.

If you have insurance, you are responsible for providing me with the information I need to send in your bill. You must pay me your deductible if it applies and any co-payment. You must arrange for any pre-authorizations necessary. I will bill directly to your insurance company for you. If a check is mailed to you, you are responsible for paying me that amount at the time of our next appointment.

Per rules provided by the Federal Trade Commission and designed to reduce healthcare-related identity theft, health care providers are required to request identification from our clients. The purpose of this policy is to flag possible cases of identity theft and fraudulent use of health insurance coverage. At your first visit I will ask for and make a copy of your identification (in the form of a driver's license, passport, or other government issued photo ID). My full identity theft prevention policy is available on request.

Questions about billing, insurance, etc. may be directed either to me or to Craig Clow in the ABH Billing Office (206-329-5255 ext. 310).

### **Professional Records**

As a result of HIPAA, I am now keeping Protected Health Information (PHI) in two sets of records. One set constitutes your Clinical Record and includes information about why you are seeking therapy, how your problems are impacting your life, your diagnosis, treatment goals, progress towards those goals, medical, psychological and social history, treatment records that I have received from other providers, professional consultations, billing records, and any reports that have been sent to anyone, including your insurance carrier. You may examine or receive a copy of this Clinical Record by providing a written request and paying a clerical fee of \$15 and \$.50 copying fee per page. In an unusual circumstance, I can deny you access to your Clinical Record if I believe disclosing it could reasonably be expected to cause danger to your life or safety, or that disclosing your record would compromise the identification of any person who provided me information under the expectation of confidentiality. In this circumstance, we can discuss your right of appeal if you disagree with my decision. I will always recommend that you review the record during a psychotherapy appointment.

I also keep a set of Psychotherapy Progress Notes. These Notes are for my own use and are designed to assist me in providing you with the best care possible. Although the notes vary, they generally include information that you presented and my thoughts about that material. Because of the sensitive nature of these notes, they are not included in your Clinical Record and are given a higher level of protection. While insurance companies can request a copy of your Clinical

Record, I can only release your Progress Notes to them with your signed Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way if you refuse to authorize the release of your Progress Notes. Although with your written request you may examine your Progress Notes, I will discourage you from doing so given that their purpose is to aid me in providing for your care. I can decline to provide you access to your Progress Notes if I believe it would be injurious to your health or if disclosing would compromise the identification of any person who provided me information under the expectation of confidentiality. Further, I cannot disclose Progress Notes when the information was compiled and for and will be used solely for litigation, quality assurance, peer review, administrative purposes, or is otherwise prohibited by law.

It is also every client's right to have no Progress Notes kept on file. If this is desired, the information specified under "Clinical Record" must be kept, but clients can sign a waiver so that no other notes are kept on file. However, please be aware that without records, insurance companies may decide that treatment is not "medically necessary" and may decide that they will not reimburse for your treatment.

### **Additional HIPAA Patient Rights**

HIPAA provides new and expanded rights regarding Protected Health Information (PHI). You can provide a written request to 1) amend your Clinical Record; 2) request restrictions on what information in your Clinical Record is disclosed to others; 3) request an accounting of most disclosures of PHI and where they were sent; 4) request that any complaints you make about my policies and procedures be recorded in your record, and 5) receive an additional written copy of this Agreement and the attached Policy forms.

### **Other Rights**

You have the right to refuse treatment. You have the right to ask questions about anything that happens in therapy. You have the right to change therapists or request referral to someone else if you decide that I'm not the right therapist for you. I may also refer you to another therapist if I feel I do not have the expertise needed to help you.

### **Termination of Therapy**

There is no set amount of time for a person to be in therapy. Therapy will continue until goals are met, there is a mutual decision that the work of therapy is complete, or you decide that you wish to stop. Periodic discussion of the progress that we are making will help to clarify goals and determine the appropriate length of treatment. You have the right to decide when therapy will end, with the following exceptions:

1. Some insurance companies set limits on the number of sessions for which they will reimburse. In most cases this will be known when you first come to therapy based on the insurance carrier. If you do not know the limits of your coverage, it is a good idea to call to find out that information. This will help us develop a treatment plan that takes into account

your psychological needs and the limits of your coverage, set reasonable goals, and explore alternatives for what to do when and if your insurance no longer covers you.

2. If we have contracted for a specific short-term piece of work, we will normally finish therapy at the end of that contract.
3. If I am not in my judgment able to help you, either because of the kind of problem you have or because my training and skills are not sufficient, I will inform you of this fact and refer you to another therapist who can meet your needs. I would continue to meet with you until you had established a relationship with a new therapist, and would assist you in finding this person.
4. If you threaten or act in a violent way toward the office, my family, or myself or harass me in any manner, I reserve the right to terminate you unilaterally and immediately from treatment. I will do all that I can to work with you to prevent such an episode from occurring if it appears possible.
5. I reserve the right to terminate therapy and refer patients to appropriate community mental health agencies due to repeated non-payment for services. In most cases, a payment plan will be worked out so as not to interfere with the therapy process.

## **Complaints**

If you are unhappy with what's happening in therapy, I hope you will talk with me about it so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. You have the right to discontinue your therapy or ask for a referral to another therapist at any time. Should you feel that I have been unethical or unprofessional, you may contact the Department of Licensing, 1300 S.E. Quince Street, Mail Stop EY-21, Olympia, WA 98504. The phone number is (360) 236-4700. You can also contact the Ethics Committee of the American Psychological Association, 750 1<sup>st</sup> St. NE, Washington, DC 20002-4242.

If you have questions, please feel free to discuss them with me prior to signing this form. Your signature indicates that you have read, understand, and agree to these policies, and accept responsibility for payment of fees in accordance with these terms and conditions.

## **Client Consent to Psychotherapy**

I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I authorize Dr. Stacey Prince to provide psychotherapeutic services to me. I consent to the use of a diagnosis in billing and to release of that information and other information necessary to complete the billing process. I agree to pay fees for services as specified in this document and agreed on with Dr. Prince. I know I can end therapy at any time that I wish and that I can refuse any requests or suggestions made by Dr. Prince. This authorization constitutes informed consent without exception. By signing this form I also acknowledge that I have read both the Privacy Policy and Social Media Policy.

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Client Signature

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Date

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Client Signature

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Date

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Stacey E. Prince, Ph.D.

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Date

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