

# **RUSSELL B. HANFORD, Ph.D.**

Licensed Clinical Psychologist

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## **DISCLOSURE AND POLICY STATEMENT**

Welcome to my practice. This document (the Agreement) 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 recent federal law that provides new privacy protections and new client 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. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next 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; there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or, you have not satisfied any financial obligations you have incurred.

### **Therapeutic Orientation and Psychological Services**

I provide individual and family therapy primarily for children and adolescents. I also work with adults, particularly around parenting concerns, social concerns (including Asperger's Disorder), eating disorders, depression, anxiety, and ADHD. In conceptualizing a child's, adolescent's, or adult's difficulties, I attempt to integrate the influences of heredity and temperament, developmental level, family relationships, cultural context, and other environmental factors on thoughts, feelings, and behaviors. My treatment approach is primarily cognitive-behavioral, with a blend of narrative and interpersonal techniques. I tailor my approach to the needs of the client.

Psychotherapy can have many positive effects such as improved family and peer relationships, relief from distressing symptoms, better school performance, and faster progress toward personal goals. However, participating in psychotherapy is work. You may experience uncomfortable feelings such as sadness, anxiety, or anger during psychotherapy, and there are no guarantees. To achieve the best possible outcome for a child or adolescent, it is usually necessary for parents to take an active role so that positive changes may occur. This means that at different times therapy sessions may involve the parents alone, the child or adolescent alone, or the entire family together. I often give "homework" assignments so that skills may be practiced outside the office.

### **Contacting Me/Emergencies**

You may leave a confidential voicemail message for me at (206)-409-9613. I check my messages regularly and will make every effort to return your call promptly. **If you cannot wait for me to return your urgent call, call the Crisis Line at (206)-461-3222, go to the nearest emergency room, or dial 911.** If I am gone for an extended period of time I will arrange for a colleague to be available for emergencies.

### **Appointments and Cancellations**

Appointments are usually 50 minutes in length, but we may agree to have shorter or longer sessions, depending on the clinical issue. Similarly, clients are typically seen for weekly sessions,

but we may decide to schedule sessions every other week or at longer intervals. In rare cases, twice-weekly sessions may be recommended.

Your appointment time is set aside exclusively for you, and I cannot fill that time slot without sufficient notice. *If you must cancel an appointment, please make sure that you contact me at least 24 hours in advance* or you will be billed the full session fee (unless we both agree that the appointment was unable to be kept due to circumstances beyond your control). Likewise, you will be billed the full fee for your session, even if you arrive late. It is important to note that insurance companies do not provide reimbursement for cancelled sessions.

### **Professional Fees**

My fee for an intake (first) session is \$185. My fee for 55-minute on-going psychotherapy sessions is \$165. I also charge this amount on a pro-rated basis for other professional services, such as school or telephone conferences and preparation of treatment summaries, that you have authorized. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment or payment installment plan. 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. Because of the difficulty of legal involvement, you may be charged at a higher hourly rate for my time to prepare for and attend any legal proceeding. Please see the Payment and Insurance Reimbursement section below for additional important financial information.

### **Divorced or Separated Parents**

When parents are separated or divorced, it is usually necessary for both parents to consent to treatment for their child and to agree regarding payment for these services. Please note that I do not perform custody evaluations and therefore do not make custody or visitation recommendations.

### **Limits on Confidentiality**

The law protects the privacy of all communications between a client 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. There are some situations, which are listed below, in which I am legally obligated to break confidentiality. If any of the following situations arise, 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.

- \* If I have reasonable cause to believe that a person under age 18 years 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 client 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 client, or contacting family members or others who can help provide protection.



- \* If you tell me that you are suffering from HIV-related illness and do not have a physician providing for your care, I may be required to report the identities of your IV drug using or sexual partner(s) to the local health care officer.
- \* Under court order, I can be required to disclose my records and information that I have about you.
- \* 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.

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.

#### **Confidentiality between Minors and Parents**

For clients who are under 13 years of age who are not emancipated, the law may allow parents to examine their child's mental health records. By Washington state law, any person who is 13 years of age or older has the right to consent to outpatient mental health treatment without parental consent. In addition, persons age 13 and older have the right to decide to whom mental health information will be released, including that person's parents. However, the law also states that, for clients between ages 13 and 18, the psychologist will act in the minor's best interests in deciding whether to disclose confidential information to the legal guardians without the minor's consent. At the outset of treatment, I will clarify limits to confidentiality between a minor and his or her legal guardians.

#### **Professional Records**

You should be aware that, pursuant to HIPAA, I 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 client or any other individual or that disclosure could reasonably be expected to lead to the client'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. I am typically willing to conduct this review meeting without charge. 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 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.

#### **Client Rights and Responsibilities**

It is your responsibility to choose the provider and type of treatment that best suit your needs. You have the right to raise questions about my therapeutic approach and the progress that is being made at any time. If you feel progress is not being made, please bring it to my attention. I will make every effort to respond to your concern. I also will facilitate a referral to other resources if you wish. If you are age 13 years or older, you have the right to refuse evaluation or treatment.

HIPAA provides you with several new or 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.

#### **Payment and Insurance Reimbursement**

*Payment is due at time of service unless we agree to other arrangements or unless you have insurance coverage which requires another agreement.* If I am a preferred provider for your company, I will bill them and you will pay your co-pay at each session. Otherwise, you will pay me at each session and I will give you an insurance form for you to submit for reimbursement. I will provide whatever assistance I can to facilitate your receipt of the benefits to which you are entitled, including filling out the appropriate forms as required. *However, you, and not your insurance company, are responsible for full payment of the fees to which we have agreed.* Therefore, it is very important that you find out exactly what mental health services your insurance policy covers. If you have questions about the coverage, call your plan administrator. My goal is for all parties to be aware of the insurance benefit prior to beginning services. I may therefore ask for your insurance information before the first visit in order to confirm coverage.

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 services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

### **Other Insurance Considerations**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs 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. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. If you wish to continue therapy after your insurance benefits end, we can discuss private-pay options.

You should also be aware that your contract with your health insurance company requires that I provide the carrier with information relevant to the services 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.**

### **Education, Training, and Licensure**

My undergraduate education was completed at Stanford University. I have an MBA from the University of Washington. I received my doctorate in clinical psychology from Emory University in Atlanta, GA. My dissertation focused on adults with ADHD. I completed my predoctoral internship at the University of Washington School of Medicine and a 2.5-year postdoctoral fellowship at Seattle Children's Hospital. During my post-doctoral fellowship, I worked on the Psychiatric Inpatient Unit where I worked with numerous children, adolescents, and parents. During my fellowship, I also worked as a research psychologist studying the impact of depression on families. Currently, in addition to my private practice, I serve as a part-time instructor for the University of Washington's Department of Psychology where I provide supervision to clinical psychology graduate students.

I am licensed as a psychologist in the state of Washington (#2558). Psychology licensure provides that psychologists have passed a national written exam and an oral examination given by the Washington State Examining Board of Psychology. Inquiries about my qualifications and any complaints about my professional services may be directed to:

State of Washington Department of Licensing  
Health Care Licensing, Psychology Section  
PO Box 9649  
Olympia, WA 98504  
(360)-236-4700

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.

I have read and understand the above policies and have had the opportunity to ask questions. I give permission for evaluation and treatment for myself.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

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Russell B. Hanford, PhD