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## SERVICES AGREEMENT

This explanation of my office and professional policies is provided for your information. It contains information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new 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, which I shall give you at intake. This notice carries more detailed information regarding your rights. Please read carefully and feel free to ask questions regarding this material.

I am a Licensed Mental Health Counselor (#LH00005766) in the State of Washington and a Licensed Professional Counselor (#CO781) in the State of Oregon. I have an MA degree in Sociology and an MC in Counseling from Idaho State University. In addition, I participate yearly in continuing education in specialized areas to be able to provide quality treatment for my clients and as a condition of my licensure in both states. I operate under the Code of Ethics approved by the States of Oregon and Washington and the American Association of Counseling and Development.

My therapeutic task is to help you discover new ways to understand yourself and to use this new awareness to create or enhance your ability to approach your issues with self, others and the environment. I utilize a variety of techniques and skills to help achieve your chosen goals.

In the initial session, I will try to establish what I think the focus could be and discuss possibilities of treatment. I encourage active participation and questioning of your therapy experience as ultimately, the responsibility of choosing the best provider and treatment rests with you. It is recognized that established goals of treatment may not be completed. In accordance with Washington Law, licensure of a Mental Health Counselor does not include recognition of any practice standards nor necessarily imply the effectiveness of any treatment.

### ***MEETINGS (SESSIONS)***

The initial clinical assessment usually takes from 2 to 4 sessions. Appointments begin at the stated time and last for 50 minutes. Frequency of appointments is typically weekly, but this can vary depending upon your circumstances and my availability. Your appointment hour is reserved for you and may be altered up to 24 hours of the scheduled time without penalty. **Full fee will be charged for failed appointments or cancellations with less than a 24-hour notice. I maintain a 7 day a week, 24 hour voice mail for your convenience.**

### ***PROFESSIONAL FEES***

My fee is \$110.00 per 50- minute session. The first session, or intake, will usually be charged at \$150.00. I will also charge my regular hourly fee for material review, unusual report preparation, copying, lengthy telephone calls or client approved consultation. I reserve the right to apply a late fee to long outstanding clinical balances.

### ***CONTACTING ME***

Due to my work schedule, I am usually not immediately available by telephone. My telephone is answered by a voice mail that I personally monitor, for your confidentiality. I make every effort to return calls by the next working day. In the event of an **emergency**, call 911 or go to your nearest hospital emergency room. You may also call the Clark County Crisis Line at (360) 696-9560. A licensed colleague monitors my phone service in my absence for lengthy out-of-town vacations.

### ***CONFIDENTIALITY AND ITS LIMITS***

The law protects the privacy of all communications between an individual and their therapist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal require-

ments imposed by state law and/or HIPAA. With your signature on a proper Authorization form, I may disclose information in the following situations:

- Consultation with 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 Clinical Policies and Practices to Protect the Privacy of Your Health Information.)
- I occasionally contract with administrative staff to conduct specific administrative functions. In some cases, I need to share protected information with these individuals for administrative purposes such as scheduling, filing and general office tasks. All staff members are given training about protecting your privacy and agree not to release any information outside of the practice without my permission.
- I also may have contracts with a billing service, secretarial service and collection agency. As required by HIPAA, I have a formal business associate contract with this/these business (es), in which it/they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, I can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Policy. Please also refer to my limits on disclosure in litigation and other situations.
- If you are involved in a court proceeding and a request is made for information concerning the professional services I provided you, the therapist-client privilege law protects your information. In order to provide any information in these circumstances, I must have either 1) your written authorization; 2) a properly served subpoena of which you have been notified in a timely manner (unless you also inform me in a timely manner that you are seeking a protective order against my compliance with the subpoena); 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 you file a worker's compensation claim, and the services I am providing are considered relevant to the injury for which the claim was made, I must, upon appropriate request, provide a copy of your record to the 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 your treatment. These situations are unusual in my practice.

- If I have reasonable cause to believe a child 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 a report is filed, I may be required to provide additional information.
- If I reasonably believe that there is an imminent danger to your health or safety or of 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 you, or contacting family members or others who can help provide protection.

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.

Please feel free to discuss with me any questions or concerns that you have now or in the future about these exceptions to con-

Confidentiality. 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***

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. You may examine and/or receive a copy of your Clinical Record, if you request it in writing, except in the unusual circumstance that I conclude that disclosure could reasonably be expected to cause danger to the life or safety of you or another or that disclosure could reasonably be expected to lead to your identification of the person who provided information to me in confidence under circumstances where confidentiality is appropriate. Because these are professional records, they can be misinterpreted and/or misunderstood. 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 can charge a copying fee and a clerical fee. I may withhold your Record until the fees are paid. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

### ***PATIENT RIGHTS***

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 policy, my Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

### ***MINORS AND PARENTS***

Clients under 13 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records.

### ***BILLING AND PAYMENTS***

You will be expected to pay for each session at the time it is held for whatever portion of the fee is not covered by insurance, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when they are requested.

If your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon and followed, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or attorney 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 or collection is necessary, its costs will be included in the claim.)

### ***INSURANCE REIMBURSEMENT***

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. If you have a health insurance policy, it will often provide some coverage for mental health treatment. I will 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.**

If you have questions about your coverage you may want to refer to the sections in your insurance coverage booklet that describes mental health services or call your plan administrator.

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 people wish to obtain further services after insurance benefits end. If you are interested in continuing your

