# Bonnie H. Wolkenstein, Ph.D.

7511 Greenwood Ave N. #321 Seattle, WA 98103

bonnie@drbonnie.net www.drbonnie.net Phone/WhatsApp: +1-206-914-1444

Hello and welcome! This form is designed to provide you with the information you need to make educated choices about your psychotherapy. Included in this form is information about your rights as a client as well as a set of mutual expectations regarding your treatment.

#### What is therapy?

- Therapy is a series of exploratory conversations wherein a therapist works collaboratively with a client to resolve issues of concern. Therapy involves careful examination of the relationships and circumstances that are contributing to psychic pain, with a primary focus on areas that are within a client's control to change. It also is a place to explore what happens in the relationship with the therapist, as often this is a crucial means from which to understand how we create obstacles or unintended impacts on others, which contribute to our own distress.
- All change, even positive, creates discomfort, and it is common for clients to feel more uncomfortable before they start to feel better. Healing often begins when we feel more deeply the losses, griefs, frustrations, angers and other painful emotions that are part of a human life but to feel them with support and with new ways to handle the pain, so we don't become overwhelmed or act poorly in the midst of pain. If you are willing to show up and try your best, there is a greater likelihood that your present concerns will eventually resolve. That said, I cannot guarantee treatment outcomes. If, at any point in our treatment, either you or I believe it would be in your best interest to work with a different provider, I will do my best to provide you with a suitable referral. If, at any point, you wish to discontinue treatment with me, I encourage you to schedule a meeting to discuss this decision in person. However, it is your right to discontinue treatment, at any time for any reason.

#### Sharing your PHI (Protected Health Information) with your written consent or authorization

Under most circumstances, it is required by law that all information pertaining to your therapy be kept confidential. In most situations, I can only release information if you sign a HIPAA-approved authorization form. Here are some examples of situations wherein I would need your written authorization to release information:

- Consultation with other mental health professionals. I participate in regular consultation with
  other licensed mental health professionals to insure that I am providing the best possible care
  for my clients. On occasion, I may discuss aspects of your case. It is my standard practice not to
  reveal any identifying information about you. Further, all of the persons with whom I consult are
  also required to keep confidential all information discussed during consultation.
- Involvement in Court Proceedings. If you are ever involved in a legal proceeding and a request is made for your PHI, this information is considered privileged information and, thus, is protected by law. I can only provide privileged information with your written authorization, unless the court officially orders me to turn over your records. If you wish to contest any subpoenas

requesting your PHI, then you must seek an order protecting the release of requested information.

### Sharing PHI without your consent or authorization

If you request a third party payor, such as a health care insurance company, to reimburse you for part/all of your care, that payor is entitled to access your records, without asking for additional consent from you (see section on Sharing Information with Insurance Companies, below)

There are additional rare circumstances wherein I am required by law to disclose information without your consent. In the unlikely event that these circumstances arise, I will make every attempt to talk with you before taking action. Here is a list of those circumstances:

- Threat to self or others. If, at any point during your treatment, it comes to my attention that you are seriously considering harming yourself or an identifiable other, I am required by law to seek action in protecting you and/or members of the community whom you wish to harm. This action may include notifying the potential victim(s), contacting the police, seeking hospitalization on your behalf, or contact family members who can help protect you.
- Abuse or neglect of a child or vulnerable adult. If I have any reason to believe that abuse, neglect, abandonment, or financial exploitation of a child or vulnerable adult is currently taking place, I am required to inform the proper authorities, which is usually The Department of Health and Social Services. Once a report is filed, I may be required to provide additional information.
- A court order. If a court requires me to release your records, I am required to comply with that requirement.
- The therapist's legal defense. In the event that any legal action is taking against me on your behalf, I am allowed to disclose any information necessary to defend myself.
- Government agencies. Should any governmental agency request information for health oversight
  activities, I may be required to provide it for them. Also, if you file a claim through Worker's
  Compensation and your therapy is considered relevant to that claim, I must provide a copy of
  your record to your employer and to the Department of Labor and Industries.

# Phone Calls and Between Sessions

On occasion, you may need to contact me between sessions. When you do, you may be instructed to leave a message when you call. When you leave a message, you can expect me to return it in a timely fashion, usually within one business day. If you do not hear from me within one business day, please call again and leave another message, as I may not have received the first one. I charge by the quarter-hour for phone conversations lasting longer than 5 minutes (See "Fees & Financial Responsibility" below). If your matter is urgent and you cannot wait for a return call, please call the crisis line at (206) 461-3222 or go to the nearest ER for assistance.

#### **Email and Text Messaging**

In these fast-paced times, one of the things I most appreciate about therapy is that you and I get to speak personally and confidentially about the things that matter to you. In fact, it is the personal and confidential aspects of our relationship that make it therapeutic. Thus, I ask that email or text messages are used only for the purposes of confirming or scheduling appointments. If you do not get a response to these forms of communication, please assume that I did not receive the email or text and call me. Clients

are responsible for insuring that their messages have been received. If you are text messaging, please identify yourself so I know who you are. Also, it is important to know that, while I make every reasonable effort to ensure your confidentiality, I cannot personally guarantee the confidentiality of your communication via text messaging or email. Please use these forms of communication at your own discretion.

# **Telehealth**

Virtual appointments are via Zoom or by phone. I can also set up meetings through Doxy or WhatsApp. Though Zoom and Doxy claim they are HIPAA-compliant platforms, I am not able to guarantee the privacy and security practices of any third-party software. WhatsApp and phone/texting have the same level of protection as you have in any other use of them, which is unknown and unguaranteed.

During appointments, I will be alone in a setting where no one can hear what we are discussing. I will assume the same is true for you. I reserve the right to discontinue any session wherein a third party is present without prior knowledge or approval. No refunds will be issued in this case.

By agreeing to work with me, you agree to this level of good-faith protection of your privacy. I also ask that you agree to protect the privacy of our work – do not record our sessions, do not forward texts or emails from me to anyone else, etc.

#### Fees & Financial Responsibility

- Unless prior arrangements have been made, all sessions are 50-55 minutes in length and the fee for each session is \$250.00.
- I accept electronic payment through Zelle or PayPal. All fees are due, paid in full, no later than 24 hours prior to our scheduled session time. If we do not have a prior arrangement and payment is not received by then, the session will need to be rescheduled.
- If we meet remotely via video conferencing (Zoom, Skype, WhatsApp or Doxy), the time and fee structure for each appointment is the same.
- Fees for other professional services: I charge \$250.00 per hour for other professional services you may need and will break down the hourly cost if I work less than one hour. Other services include but are not limited to writing reports or treatment summaries requested by third parties, telephone conversations lasting longer than five minutes (with you or with someone with whom you have requested me to speak), reading ancillary communications (e.g., email correspondences, journal entries, etc.), returning emails, disability-related or insurance-related paperwork, consulting with other professionals at your request, and preparation of records.
- Should there be any change in the rates quoted above, you will be given as much notice as possible. Professional fees are subject to change at my discretion with prior notice.

# <u>Late Cancellations or Missed Appointments</u>

Good therapy is consistent therapy. Please be mindful of the frequency with which appointments are cancelled or rescheduled. Should you need to cancel or reschedule an appointment, please provide notice no fewer than 48 hours from the start of our scheduled appointment time by phone, email, or text messaging. When possible, I will attempt to offer a makeup session within the same Monday-Friday period. However, if a cancellation notice is received within 48 hours of the start of our scheduled appointment time and we are unable to reschedule that appointment within the same calendar week, a

full session fee will be assessed. If you leave a cancellation notice by text, email, or voicemail and you do not hear back from me within 12-24 hours, this means your message wasn't received. Please contact me again, preferably by phone, to avoid being charged for a late cancellation or missed appointment. Frequent rescheduling or cancelling therapy sessions impacts the quality of your care. Therefore, if more than two cancellation or reschedule requests are received within a one month period, I reserve the right to either discontinue treatment or require a financial guarantee for all future scheduled appointments.

#### **Insurance**

If you wish to use insurance to cover the service, my services are considered out-of-network by all insurance entities. I encourage you to contact your insurance provider to ascertain the parameters of your out-of-network mental health coverage. Full payment is due at the time of service, even if you choose to seek partial reimbursement. If you wish to submit a statement to your insurance company for possible reimbursement, you may request a statement of charges, which I will issue at the end of each month.

### <u>Sharing Information with Insurance Companies</u>

Even in out-of-network situations, insurance companies require that I provide the minimum amount of information necessary to complete its task (most often "tasks" means reimbursement for therapy services). The information I provide (which typically includes dates of service and a diagnosis code) will become part of the insurance company's record and will likely be stored in a computer. Though insurance companies claim to keep your information confidential, neither patient nor provider has control over what they do with your information once they receive it. If you choose to be reimbursed by your insurance company, your signature on this document grants me permission to provide requested information to your insurance company, which can sometimes also include a full audit of your mental health record.

### Your records

I maintain an ongoing electronic record of your treatment. You have the right to see this record and copy/download it at your own expense (\$1.00 per page, plus an administrative fee of \$25.00). If you wish to see your record, please submit a written request. In certain circumstances, I am legally entitled to ensure that some information be shared in the presence of a person who is qualified to interpret the information. This is meant to reduce the potential harm to you should you encounter something in your record that could be misinterpreted. Should I refuse your request for records, you have a right of review, which we can discuss upon your request.

### **Unpaid Bills**

If there is an extenuating circumstance for which we jointly agree that you will not pay in advance for services, there will be the risk that you create an unpaid bill. Unpaid balances are to be paid with 48 hours, no more than 5 days after notice. If your account balance is overdue, I will attempt to develop with you a mutually agreeable plan to bring your account current. If this cannot be accomplished, I may employ on my behalf a collection agency. In the unlikely event that a collection agency is employed to bring current your account balance, I will need to provide them with any information necessary for the collection of funds on your account.

# **Litigation**

If you become involved in any form of litigation, you will be expected to pay for all of my professional time, including preparation, conversations with your or opposing party's counsel, and transportation costs. This is true, even if I am called by another party to testify. I charge \$350.00 per hour for any professional activity related to litigation. I reserve the right to require from you a retainer of \$1800.00 if I suspect that one might be necessary. Please inform me the moment you suspect you may become involved in any litigation.

# **Grievance Procedures and Dispute Resolution**

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree to refer the matter to an independent mediator appointed by mutual agreement. If both parties cannot come to an agreement under mediation, then they agree to arbitration administered by the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. Any such arbitration shall be conducted by an arbitrator experienced in the field of mental health counseling and shall include a written record of the arbitration hearing. The venue and jurisdiction for any disputes are to be resolved in King County, Washington. If you have serious concerns about your treatment, please broach them with me as soon as possible and I will attempt to rectify them. If, after attempting to resolve any concerns with me personally, you feel you need additional assistance, it is your right to contact the Department of Health Examining Board of Psychology at (360) 236-4910.

Your signature on the signature page, located on the "Forms" page of my website (http://www.drbonnie.net/forms.html) conveys that you have read and understand the terms put forth by this document and agree to abide by its terms during our professional relationship. Please remit the signature page prior to the start of our first session, as it will be kept on file. Thank you.