

# **James E. McKeever, Ph.D.**

## **CHILD, ADOLESCENT, ADULT AND FAMILY PSYCHOLOGY PEDIATRIC NEUROPSYCHOLOGY**

345 Knechtel Way NE, Suite 111  
Bainbridge Island, WA 98110

901 Boren Avenue, Suite 610  
Seattle, WA 98104

Tel: (206) 842-9949 -- Fax: (206) 780-0824

### **PSYCHOTHERAPIST-PATIENT SERVICES AGREEMENT**

Welcome to my practice. The following information is provided to assist you in making informed choices as you exercise your privilege and responsibility to choose appropriate professional assistance for your child and/or yourself. 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 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 (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 at the end of this session. 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; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or, if you have not satisfied any financial obligations you have incurred.

### **PROFESSIONAL QUALIFICATIONS**

I have the following professional credentials:

- A. A Ph.D. Degree in clinical psychology from a university graduate program accredited by the American Psychological Association.
- B. Completion of approved predoctoral internship and postdoctoral residency requirements.
- C. Postgraduate training in my areas of specialization.
- D. The additional training and experience required for listing in the National Register of Health Service Providers in Psychology.
- E. Licensure as a Psychologist in Washington State (#1300).

I received my M.A. and Ph.D. in Clinical and Community Psychology from the University of Rochester in 1981, having completed predoctoral internships at the Syracuse VA Hospital and the University of Rochester Medical Center. I completed a postdoctoral fellowship in Family

Therapy and Research at the University of Rochester Medical Center, and later a postdoctoral fellowship in Pediatric Neuropsychology at Tufts - New England Medical Center.

## **THERAPEUTIC ORIENTATION**

The preponderance of my current practice is in the area of child and adolescent psychology and family therapy, although I also see adults and have considerable experience and training in individual adult therapy and couples therapy. I believe that treatment needs to be grounded in a careful diagnostic evaluation of the child/adolescent or adult within the context of the family (and school). I tend to take an eclectic approach to treatment, utilizing treatment methods from a variety of theoretical perspectives depending upon the needs of the child/adolescent and family, in accordance with the scientific literature and my clinical experience.

My practice is treatment oriented: I do not do forensic (legal) evaluations, such as child custody, sexual or physical abuse evaluations or forensic neuropsychological evaluations, and any clinical evaluations done will not allow me to render an expert opinion in any legal proceeding.

## **THE PROCESS OF EVALUATION AND THERAPY**

Accurate assessment and effective treatment requires a collaborative working relationship between the patient, parents and other family members, and the psychologist. Patient, parents and other family members will need to communicate as honestly as possible and actively participate in the evaluation and treatment. My responsibility is to do my best in providing services tailored to your needs, and to use my experience and knowledge to work with you to achieve your goals for your child/adolescent and/or yourself. Please feel free to ask me questions or bring up any concerns you might have about the evaluation, the treatment approaches and progress in therapy. You (and/or your adolescent child) may - at any time - request a change in approach, pace the therapy differently, take a break in treatment, request a referral elsewhere, or refuse treatment. I see my job as supporting you with the best information and understanding that I can provide so that you can make decisions about what you or what your child/adolescent and you need, but I know that ultimately it is up to the individual and family to decide how best to proceed.

All treatment begins with evaluation. The process for children starts with the parents completing our intake history form as completely as possible, which will speed later discussion, and providing school and relevant medical records. In the first couple of sessions I will meet with the parents (individually if divorced and a joint session would prevent open communication), the child/adolescent, and - sometimes - other family members or caregivers. I will collect information from each of you about the problems that you are seeking help with, the child/adolescent's history, and the parents' own histories and parenting practices. I will review school information, and encourage you to have teachers who know the child/adolescent provide input. I frequently recommend that parents, teachers and children/adolescents complete behavioral rating scales to give us a standardized measure of the severity of various problems.

At the end of the evaluation process I will discuss with you - and your child/adolescent if they are the patient - my impressions about the presenting problems and diagnoses, educate you further about such problems if that is indicated, and lay out the options for treatment and the rationale for such approaches. At times I may recommend more formal psychological, cognitive or academic testing, which may be available through your child/adolescent's school. You should evaluate this information along with your own opinions of whether you and/or your child feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. We can then decide together about how best

to proceed with treatment. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

It is important to realize that assessment continues throughout treatment, and some problems may not emerge or be clarified until well into treatment. External situations like school placement may change and affect functioning. Objectives and methods may change as more information is available and as the working relationship develops. When any of these happen we need to again discuss our impressions together, and rework the treatment plan as needed.

You should be aware that psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of life, you and/or your child may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees of what will happen in any particular course of treatment.

### **MEETINGS**

If psychotherapy is begun, I will usually schedule one 45-minute session every week or two at a time we agree on, although some sessions may be longer or more frequent. **The appointment times scheduled with me are reserved entirely for you. Once an appointment hour is scheduled, you will be expected to pay for it unless you cancel a full working day in advance.** [Of course, you will not be charged if you let us know if there is a medical or other emergency that prevents you from keeping the appointment.] **It is important to note that insurance companies do not provide reimbursement for late-cancelled sessions.** The fee charged will be at a rate of \$90 per clinical session.

### **PROFESSIONAL FEES**

The following fees for psychological services apply to all clients. If you are not covered for services by an insurer and you wish to pay for services yourself at the time of service, you may pay the discounted fee, as this avoids the time and expense of billing for the service. I appreciate receiving payment for co-payments at the time of service. I do accept credit card payment.

Appointments are generally 45 minutes long and begin at the time scheduled. The fee for an Initial Diagnostic Evaluation is \$250 [\$210 self-pay at the time of service], because I spend additional time reviewing the consultation, collecting relevant records, and formulating my initial diagnostic impression. This assists our work in later sessions and allows me to better communicate with the referring physician.

The fee for a 38-52 minute Individual Therapy session is \$160 [\$120 self-pay]. This is what I routinely schedule. Shorter individual sessions (16-37 minutes) are \$110 [\$80 self-pay] while longer individual sessions (session that last longer than 52 minutes) are \$245 [205 self-pay]. There is a surcharge of \$10 for sessions where there are communication factors that complicate delivery of services (problematic communication among participants, caregiver emotions or behaviors that interfere with implementation of the treatment plan, disclosure of abuse/neglect that requires discussion in session and reporting, or use of play or other procedures with a child who has difficulty communicating).

Family Therapy sessions are sessions which focus on interactions within the family, and the fees are \$190 [\$150 self-pay] when the patient is present and \$160 [\$120 self-pay] when not present. Some insurers do not cover one or both of these types of sessions. Psychological Testing is \$180

[\$140 self-pay] per hour, and you will be billed for both the time spent administering the tests and the time involved in scoring and interpreting the results and producing the report. (Behavioral rating scales are considered one hour of psychological testing time). I will try to estimate for you the time involved if we decide on any formal psychological testing.

It is often important to talk with you on the phone around clinical matters, and to have phone contacts with teachers or others working with your child or adolescent, or to produce letters and reports. The fee for such activities is \$25 for each ten minutes or part thereof. Insurance companies will not reimburse for such activities, so these charges are your responsibility. **HOWEVER**, do not hesitate to call me if there is an emergency; if you have concerns about the charge for the telephone call in such circumstances just let me know and I will adjust the charge.

You should recognize that - depending on your insurance carrier - the actual fee allowed for each of these services, and the part of the bill you are responsible for, may vary significantly from those quoted above. I encourage you to consult with your insurance provider to determine actual fees allowed.

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, I charge \$300 per hour for preparation and attendance at any legal proceeding.]

#### **CONTACTING ME**

On **Mondays** I can be reached at **(206) 842-9949**. On **Tuesday through Thursday** I am at Seattle Children's Hospital and can be reached at **(206) 987-3058**. On **Fridays** and on **weekends** I am best reached through my **pager** at **(206) 469-2092**. Due to my work schedule, I am usually not immediately available by telephone. While I am usually in my office between 9 AM and 5 PM, I will probably not answer the phone when I am with a patient. When I am unavailable, you can access confidential voice mail at each number, which I monitor frequently. **Please always leave all of your call-back number(s)**, as I may not have these readily available. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you need to reach me **urgently**, please call my **pager** at **(206) 469-2092**. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician, the Kitsap County Crisis Line (800 843-4793) or the King County Crisis Clinic (206 461-3222), or the nearest emergency room and ask for the mental health specialist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Please be aware that, if you are calling on your cellular phone, or if I need to return your call on my cell phone, our conversation cannot be assumed to be confidential, because of the nature of cellular transmissions. You may wish to limit your discussion accordingly.

For similar reasons, I do not utilize e-mail for communication to or from patients and their families.

#### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a psychologist. In most situations, information about treatment can only be released to others if the patient or his/her legal representative (if 13 years of age or older) or the patient's custodial parent or legal guardian (if the patient is younger than 13) sign a written Authorization form that meets certain legal

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

- I may occasionally find it helpful to consult 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 Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- I may also have a contract with a billing firm. As required by HIPAA, I would have a formal business associate contract with this business, in which it promises 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 Agreement.
- If you are involved in a court proceeding and a request is made for information concerning the professional services I provided you, such information is protected by the psychologist-patient privilege law. I cannot provide any information without 1) your written authorization, or 2) a court order requiring the disclosure. If my records are subpoenaed, I would have to provide them unless you inform me that you are seeking a protective order against my compliance with a subpoena that has been properly served on me and of which you have been notified in a timely manner. 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 a patient 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 patient's record to the patient's 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 a patient's treatment. These situations are unusual in my practice.

- If I have reasonable cause to believe that 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 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 patient 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 patient, 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.

Finally, parents and other family members should keep in mind that information disclosed about themselves or other family members resides in the patient's chart, and can be disclosed under the guidelines reviewed above; they have no independent right of confidentiality around information they provide in the course of the patient's assessment and treatment.

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.

### **ADOLESCENTS & PARENTS**

Adolescent patients between the ages of 13 and 18 generally have control over disclosure of information (including to parents), although I may disclose information to parents without permission if I believe it to be in the adolescent's best interests. Patients under 18 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. Under Washington State law, adolescents may also request and receive outpatient treatment without the consent of the patient's parents. The control over information provided by children younger than 13 resides with the custodial parent(s). However, therapy with any child or adolescent (or adult) works best within an atmosphere of trust and privacy, where the child or adolescent can reveal and discuss sensitive matters without fear of reprisal or causing hurt to others. Most children will not open up and reveal information if they are aware that the information will be disclosed. While the goal of treatment is to help the child or adolescent and parents discuss matters in a healthy manner, I would ask you to respect your child's need for privacy in their individual contacts with me, and to understand that I will be talking with your child or adolescent about what information and feedback they feel comfortable with me giving you. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

It is my policy to request that parents of adolescents agree that they consent to give up access to their adolescent's records unless the adolescent gives express Authorization. If they agree, during treatment I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I can also provide parents with a summary of their child's treatment when it is complete. With adolescents, any other

communication will require the adolescent's Authorization, unless I feel that the adolescent is in danger or is a danger to someone else, in which case, I will notify the parents of my concern.

### **PROFESSIONAL RECORDS**

You should be aware that, pursuant to HIPAA, I have the option of keeping Protected Health Information about you in two sets of professional records. One set would constitute 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 patient or any other individual or that disclosure could reasonably be expected to lead to the patient'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 sometimes 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 may also keep a set of Psychotherapy Notes. These Notes would be 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.

### **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 Agreement, the attached Notice form, and my privacy policies and procedures.

Under Washington State law you also have the right to: a) have full and complete knowledge of my qualifications and training; b) be fully informed regarding the terms under which services will be provided; c) discuss your treatment with anyone you choose, including another therapist; d) have a detailed explanation of any procedure or form of treatment prior to its initiation; e) have access to your treatment records, ask to have a copy of and to correct those records, and to have pertinent information shared with another therapist, or any other party, provided you sign a Release of Information form; f) request a copy of the ethics code and other guidelines/procedures that govern the practice of psychology; and g) terminate treatment at any time and receive a referral to another therapist.

If at any time you believe I have acted in an unprofessional or unethical manner, please advise me so that the problem can be clarified and resolved. If we are unable to resolve the matter, questions or complaints may also be directed to the:

Examining Board of Psychology, Department of Health  
1300 Quince Street SE, PO Box 47869  
Olympia, WA 98504-7869  
Inquiries: (360) 753-2147

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, 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. In circumstances of unusual financial hardship, I may be willing to negotiate a payment installment plan.

In the unusual circumstances that your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I may charge an interest charge of 12% per annum until paid, and 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 patient'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.

### **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 usually provide some coverage for mental health treatment. I will fill out forms and 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. It is very important that you **find out exactly what mental health services your insurance policy covers, including requirements for preauthorization, deductibles, copayments, limitations on number of sessions, excluded services (e.g. family therapy or psychological testing) and any diagnostic exclusions.** Health insurance policies vary considerably in the extent to which they provide reimbursement for psychological services and the procedures necessary to obtain financial coverage for any services delivered. **I strongly encourage you to check with the benefits office of your insurance company to determine the extent of your coverage for outpatient mental health services and any procedures that need to be followed, in advance of the first session.** Failure to do so may result in you being responsible for all charges. You

should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, I will be happy to help you in understanding the information you receive from your insurance company. If it is necessary, I will be willing to call the company on your behalf.

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 may be 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 patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will do my best to find another provider who will help you continue your psychotherapy.

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

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

#### **OTHER INFORMATION**

You may wish to review the brochure on Psychologists put out by the Washington State Department of Health. Again, please feel free to discuss any of the above information or other concerns that you may have with me at any time.

James E. McKeever, Ph.D.

Revision: 01/01/2013

