



ClearView Counseling

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SERVICES AGREEMENT

This is an explanation of my professional policies and practices and 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 federal law that provides privacy protections and 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 you receive at intake. This notice carries more detailed information regarding your rights. Please read carefully and feel free to ask questions regarding this material.

ORIENTATION

My educational background has heavily influenced my therapeutic orientation. I generally examine how you have learned to perceive and act in the world as you were growing up and how those experiences are influencing your behavior and perceptions currently. Thus, I spend the first several sessions taking an extensive history of your experiences, as best you can remember, beginning with conception and the first six years of your life. From there, we will create a treatment plan, utilizing one or all of several skills in my tool box, including talk therapy, cognitive behavioral therapy, Eye Movement Desensitization, mindfulness training, Nonviolent Communication, clinical hypnosis, ego state therapy and Family Systems Therapy. I believe that all people are good and that dysfunctional aspects of behavior have developed in an attempt to cope with a challenging world. Our work together will involve coming to understand, with great compassion, the reasons your behaviors were born and then to see that, perhaps, they are simply no longer needed. I will teach you how you can “upgrade your operating system” to bring happiness and ease to your life.

Having said that, the law requires me to inform you that established goals of treatment might not be completed. In accordance with Washington Law, a licensure or registration of a Mental Health Counselor does not include recognition of any practice standards nor necessarily imply the effectiveness of any treatment.

EDUCATION and TRAINING

I am a Licensed Mental Health Counselor (LH00011233) in the state of Washington and an Intern working toward licensure in the state of Hawaii. I have enjoyed a very successful practice as a Mental Health Counselor for over 35 years, working with couples, individuals, families, adolescents and children with a wide variety of issues. I received a Bachelor of Arts in English and Education with Distinction in 1972 from Washington State University and a Master of Arts in Counseling, graduating Phi Beta Kappa, from Washington State University in 1976. I taught English at the secondary level for 30 years and was employed as a counselor for two years in the public schools. In addition, I maintained a part time evening practice in counseling for 35 years and a full time practice for over five years. I am a certified EMDR Therapist and an Advanced EMDR Children's Specialist, having been certified by EMDRI. I am also certified in Clinical Hypnosis and I am a Nonviolent Communication Certified Counselor. I have had additional seminar training and certification in Dissociative Identity Disorder treatment and in domestic violence, trauma, and anger management. I have worked with emergency support shelters in both Washington and Oregon. I helped to establish and maintain the Mountain Grove School for Sexually and Physically Abused Children in Glendale, Oregon, in 1981, where I worked with both children and parents. I was employed as a Mental Health Therapist and Play Therapist at Wahkiakum Mental Health in Cathlamet, Washington. In addition, I am a board certified Nutritional Consultant, holding credentials from the Global College of Natural Medicine.

MEETINGS (SESSIONS): I offer face-to-face counseling and Distance Counseling using SKYPE, email through hushmail.com, and telephone. The initial clinical assessment usually takes from two to four 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 time is reserved for you and may be altered up to 24 hours of the scheduled time without penalty. **A 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 and email for your convenience in cancelling or changing appointments. This fee must be paid before I see you for another appointment.** If you are more than 15 minutes late for your scheduled appointment, I will try to accommodate you and you will still owe the entire 50-minute fee. However, if the appointment must be rescheduled, this missed appointment fee will apply.

Distance Counseling Sessions: Distance Counseling (SKYPE, email, and telephone counseling) offers many advantages to clients. Clients have often mentioned to me that they enjoy the convenience of staying in their own home for such sessions. Included in their reasons for using this form of counseling are that they save gas and transportation expenses, can better accommodate child-care issues, have easier access if they are disabled or limited in their ability to travel, and prefer the added privacy of not coming into an office. Should you choose to engage in Distance Counseling with me, your signature on this document indicates that you understand that guidelines regarding distance counseling are still being developed in most states. Thus, your signature on this document indicates that you fully understand that, when engaged in Distance Counseling, I am working outside the law (which is not at all the same as against the law) and your signature indicates that you waive any right to sue me. Such waiver does not relieve me of my legal liability for negligence. _____ (Please initial here.) I am hopeful that states will soon arrive at final wording about the conduct of Distance Counseling. Meanwhile, I have consulted a wide array of professional organizations and agencies about suggested guidelines and I conduct my Distance Counseling in conformity with those guidelines as I understand them, except in those cases where guidelines conflict. Furthermore, I am a member of the Online Therapy Institute and am a contributing member to ongoing discussions about Distance Counseling. Your signature on this document further indicates your understanding that you will be responsible for notifying me of any thoughts of suicide, harm to others, disturbing changes in thoughts or behaviors and that you must call 911 in an emergency.

PROFESSIONAL FEES

My fee is \$180.00 per 50-minute session for face-to-face counseling and for SKYPE sessions, except in the case where you are contracted with an insurance company and request that I bill them. In the case of payment received from insurance companies, I will bill the amount they determine to be appropriate plus your co-pay. Reduced fees may be negotiated for clients who do not have insurance. Sessions that extend beyond the first 50 minutes may be charged at the rate of \$45 per 15-minute increment. I may also charge my regular 50-minute fee for material review, unusual report preparation, correspondence, copying, or client approved consultation. If client approved consultation results in a charge to me from the consultant, I may charge you at the rate they charge in addition to payment for my services at my regular 50-minute fee. Telephone calls for therapeutic purposes, rather than scheduling purposes, may be charged at the rate of \$45 per 15-minute increments. You may choose to purchase email communication for therapeutic purposes at the following rates:

Email Therapy Exchange (1 Exchange)	\$45.00
Email Therapy Package of 4 Exchanges	\$180.00
Email Therapy Package of 8 Exchanges	\$325.00

Because my professional organizations assert that court appearances would adversely affect the client/counselor relationship, I do not make court appearances. Should I be forced to do so, my hourly charge is \$500.00 per hour or any partial hour, and \$200.00 per hour or any partial hour spent in preparation.

Payment for services is expected at the beginning of each counseling session for face-to-face counseling. Telephone communications, email exchanges, SKYPE therapy sessions, and preparation fees may be paid using Pay Pal prior to the beginning of each interaction. Pre-payment for subpoenaed court appearances in the amount of \$1,000.00 is due at the beginning of each day and the balance for each day, if it exceeds \$1,000.00, is due at the end of each day.

I do participate with some insurance companies. However, it is important for you to know that, regardless of insurance coverage, you are responsible for 100% of the charges you incur. It is expected that you present your current insurance card at the time of our appointment and also inform me immediately if your insurance changes in any way. If you fail to provide me with the correct and current information or if your insurance fails to make timely reimbursement (timely reimbursement is defined as 90 days after the date of service), you will be responsible for 100% of your bill. Billing your insurance is a courtesy that I provide and I will assist you in receiving your maximum benefits. It is important for you to be aware that if your insurance does not pay your claim, you are still responsible for the balance due. Your insurance benefits are a contract between you and your carrier; I am not a party to that contract.

I reserve the right to apply a late fee to long outstanding clinical balances and I reserve the right to report your delinquent account to a collection agency if I feel it is necessary.

I also raise my rates on a regular basis. You would be notified of a rate increase prior to the implementation of the new rate.

CONTACTING ME

I can be contacted through my website at www.lindabannerman.com. You may also reach me by telephone or email but, because I am often in session with clients, I am usually not immediately available. My telephone is answered by a voice mail that I personally monitor, for your confidentiality. I make every effort to return calls or emails by the next working day. In the event of an **emergency**, call 911 or go to the nearest hospital emergency room. I will arrange referrals to a licensed colleague in my absence for lengthy out-of-town vacations, should you request this.

CONFIDENTIALITY AND ITS LIMITS

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except where the law requires disclosure. Likewise, you are expected to keep our communications confidential and you understand that all records of communication between client and therapist remain the property of Linda Bannerman.

With your signature on a proper Authorization form, I may disclose information in the following situations:

- I will ask you to sign a Release of Information should I consult with other health and mental health professionals about your case. If I consult with a professional who is not involved in your treatment, I may not request a signed release, but 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).
- 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 records to the employer and the Department of Labor and Industries.
- If you request that I bill a second party, I may provide necessary information to that party to execute the billing. If there is a long-standing outstanding balance on your bill, I may reveal necessary information to a collection agency in order to collect fees due to me.

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 confidentiality. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, you understand that you will seek formal legal advice.

Distance Counseling: I take several important steps to protect the confidentiality of our sessions when they occur through Distance Counseling. Your signature on this document indicates your agreement that you will employ hushmail.com when using email communications with me for therapeutic purposes. Hushmail is a web-based email service offering PGP-encrypted e-mail, file storage, vanity domain service, and instant messaging. Hushmail uses OpenPGP standards and the source is available for download. Additional security features include hidden IP addresses in e-mail headers. The account is free. However, if the free account is not logged into for three weeks, it is deactivated and the only option given to reactivate is to upgrade to a paid account. You understand that the obligation for you to sign in no less than every three weeks if you wish to maintain a free account is yours. If public encryption keys are available to both recipient and sender (either both are Hushmail users or have uploaded PGP keys to the Hush keyserver), Hushmail can convey authenticated, encrypted messages in both directions. For recipients for whom no public key is available, Hushmail will allow a message to be encrypted by a password and stored for pickup by the recipient, or the message can be sent in cleartext.

If you call me, please be aware that, unless we are both on land-lines and we are each in private locations, the conversation is not confidential. Likewise, text messages are not confidential.

You agree that I cannot be held liable or responsible for the confidentiality of unencrypted e-mail communications should you use another email provider. Additionally, you understand that I cannot be held liable nor responsible for communications that do not take place in a private location and if your computer is not restricted to your use only. You may choose to use firewall or password protection, as I do, to deny access to your computer by others.

Skype: Skype is a Voice over Internet Protocol. I consider it to be secure. Wikipedia explains it this way: Skype uses 256-bit AES encryption to encrypt communication between users. Until May 2009, the only successful published attacks against the full AES were side-channel attacks on some specific implementations. The National Security Agency reviewed all the AES finalists, including Rijndael, and stated that all of them were secure enough for U.S. Government non-classified data. In June 2003, the U.S. Government announced that AES may be used to protect classified information. The design and strength of all key lengths of the AES algorithm are sufficient to protect classified information up to the SECRET level. For cryptographers, a cryptographic break is anything faster than a brute force attack – trying every possible key. Thus, an attack against a 256-bit-key AES requiring 2^{200} operations would be considered a break, even though this number of operations would still take far longer than the age of the universe to complete.

Skype's encryption is inherent in the Skype protocol and is transparent to callers. According to documentation in Wikipedia, this integration enables the regular use of completely private communication by the general public. Skype holds registration information both on the caller's computer and on a Skype server. Skype uses this information to authenticate call recipients and to assure that callers seeking authentication are accessing a Skype server rather than an imposter. Skype uses public key encryption as defined by RSA to accomplish this.

Social Network sites: Our counseling relationship will be limited by my code of ethics and, in accordance with those standards, I will preserve the integrity of our working relationship. For this reason, I will not accept any invitations via social networking sites or will I respond to blogs written by clients

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 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 of \$200.00 per hour to prepare such records. 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.

I make every effort to keep all information confidential. Likewise, if we are working through Distance Counseling, I ask that you determine who has access to your computer and electronic information from your location. This would include family members, co-workers, supervisors and friends. I encourage you

to only communicate through a computer that you know is safe, i.e. wherein confidentiality can be ensured. Be sure to fully exit all Distance Counseling session and e-mails. If we are unable to connect or are disconnected during a session due to a technological breakdown, please try to reconnect within ten minutes. I will always have a cell phone or land-line phone ready if we need to resort to that. If reconnection is not possible, please contact me to schedule a new session time.

In order to best protect the privacy of your Clinical Record, electronic records are kept on a thumb drive and stored in a locked location.

PATIENT RIGHTS

HIPAA provides you with several 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 in full, unless we agree otherwise. 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 charging your debit card, 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.)

CODE OF ETHICS AND CLIENT RIGHTS

As a Licensed Mental Health Counselor, I abide by professional Ethics. As a client, you have the following rights:

- To expect that a registeree has met the minimal qualifications of training and experience by state law;
- To examine public records maintained by the Board which confirm the credentials of a registeree;

- To obtain a copy of the Code of Ethics;
- To report complaints to the Board;
- To be informed of the cost of professional services before receiving the services;
- To be assured of privacy and confidentiality as discussed earlier;
- To be free from being the subject of discrimination on the basis of race, religions, gender, or other unlawful category while receiving services.

You may contact the following if you have questions regarding registration:

State of Washington Department of Licensing
 PO Box 9649 Olympia WA 98504
 360-753-6939

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ AND UNDERSTAND THIS POLICY STATEMENT AND AGREE TO ITS TERMS

Signature	Date
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Signature	Date
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Therapist	Date
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FOR MINOR CLIENTS ONLY: I am the parent of or legal guardian of the above patient and I have read and understand this agreement and agree to its terms and consent to my child's/guardian's treatment and assume financial responsibility for that treatment.

Signature	Date
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