

# **David C. Wiesner, Ph.D.**

**Emmaus Counseling Center**

425.869.2644 ext. 52

**Psychologist License No. PY 60405036**

## **PROFESSIONAL DISCLOSURE 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 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 purposes of treatment, payment, or 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 healthcare 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 information prior to providing treatment or services.

Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures at any 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.

I have worked as a licensed psychologist for over 25 years. My treatment orientation could be described as supportive, collaborative, and cognitive-behavioral in approach. I have been located in both service and educational settings in the past. I have received my Ph.D. in counseling psychology from the University of Southern Mississippi, my M.S. in clinical psychology from Eastern Kentucky University, and my B.A. in psychology from Muhlenberg College. I have also completed my pre-doctoral internship at Tulane University Medical Center. I am working as an independent contractor at Emmaus Counseling Center.

### **PSYCHOLOGICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client, and the particular struggles you are experiencing. There are many methods I may use to help you with the struggles you face. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about during our sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you 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. But there are no guarantees of what you will experience.

Our first sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to

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continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. I do not provide services or options to courts. I would enter into a treatment relationship with you and therefore could not offer any opinions concerning custody or visitation. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. 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.

## **MEETINGS**

I normally conduct an evaluation that will last from 1 to 2 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 50-minute session (one appointment hour of 50 minutes) per week at a time we agree on, although some sessions may be longer or shorter, or more or less frequent. **Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation (unless we both agree that you were unable to attend due to circumstances beyond your control). You will be charged \$80 for cancellations with less than 24-hours notice or missed appointments. It is important to note that insurance companies do not provide reimbursement for cancelled sessions** (if it is possible, I will try to find another time to reschedule the appointment).

## **PROFESSIONAL FEES**

My fee is \$210 for the 50-minute initial assessment/treatment planning appointment. Subsequent treatment visits are \$170 per session. Psychological testing services are charged based on the tests or hours spent administering the tests. For each hour face-to-face, an additional hour is charged for scoring, analysis and preparation of a report. Each hour of psychological testing then is charged at \$200 per hour. Consultative fees or letter/report time is charged.

## **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 9 AM and 5 PM, I probably will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by my voicemail, that I monitor frequently and provides a phone number to reach me immediately. I will make every effort to return your call on the same day you make it, with exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you are available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychiatrist 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.

Professional/ethical standards prohibit me from having contact with you through social media.

## **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 HIPAA. There are other situations that require only that you provide written, advanced consent. Your signature on this Agreement provides consent for those activities, as

follows:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also 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 also have contracts with Emmaus Counseling Center, software manufacturers and computer maintenance companies. As required by HIPAA, I have a formal business associate contract with these businesses, in which 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 make a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this agreement.
- If I believe that a patient presents an imminent danger to his/her health or safety, I may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

There are some situations where I am permitted or required to disclose information without either your consent or authorization.

- If you are involved in a court proceeding and a request is made for information concerning the professional services that I provided you, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your written authorization or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it to 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 my services are being compensated through workers' compensation benefits, I must, upon request, provide a copy of the client's record to the client's employer or the Washington State Industrial Commission.

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 client's treatment. These situations are unusual in my practice.

- If I have cause to suspect that a child under 18 is abused or neglected, or if I have reasonable cause to believe that a disabled adult is in need of protective services, the law requires that I file a report with the county Director of Social Services. Once such a report is filed, I may be required to provide additional information.
- If I believe that a client presents an imminent danger to the health and safety of another, I may be required to disclose information in order to take protective actions, including initializing hospitalization, warning the potential victim, if identifiable, and/or calling the police.

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.

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.

## **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or the record makes reference to another person (unless such other person is a health care provider) and I believe that access is reasonably likely to cause substantial harm to such other person, 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 receive 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 circumstances, I am allowed to charge a copying fee of \$2.00 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in your Clinical Record. It includes information about your reason for seeking therapy, a description of the ways in which your problem impacts your life, your diagnosis, the goals that we set for treatment, your progress toward 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.

## **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 Record 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 and Notice Form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

Washington State provides you with several other rights concerning psychological services (RCW 18.83.115). You have the right to end or refuse treatment with me at any time; you have the right to choose a different provider or treatment modality at any time; you have the right for me to keep information you give me confidential; you have the right to know about my training, treatment approach and plan of care; and you have the right to know your financial responsibilities for services here.

If you have concerns about the course of treatment, please discuss them with me. You are also welcome to contact the clinic director, Richard Wemhoff, Ph.D. with any concerns about your treatment at the Center. Complaints about unprofessional conduct can be made to:

Health Systems Quality Assurance Complaint  
Intake Post Office Box 47857  
Olympia, WA 98504-7857  
Phone: (360)236-4700

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Email: [hsqaComplaintIntake@doh.wa.gov](mailto:hsqaComplaintIntake@doh.wa.gov)

### **MINORS AND PARENTS**

Children under the age of 13 must have a parental (or legal guardian) consent to receive mental health treatment and, in that situation, information about that treatment is disclosable to either parent or the legal guardian. While privacy in psychotherapy is very important, particularly with older children, parental involvement is also essential to successful treatment and this requires that at times some private information is best not shared with parents. For children 13 to age 18, I will clarify any limits to confidentiality between the minor and legal guardians (at least clarifying attendance and financial responsibilities if the guardians are paying for these services). If the teen is receiving services here for substance abuse concerns, I will inform guardians of the minor's treatment here within 7 days if the minor gives me permission; and can inform the guardian immediately, by law, if I determine that the minor is not capable of making a rational choice concerning sharing information with legal guardians.

### **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 agreement. 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 fee adjustment or payment installment plan.

If your account has not been made 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 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 you with 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.

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 provide you with whatever information I can based on my experience and will be happy to help you understand the information you receive from your insurance company. If it is necessary to clear confusion, I will be willing to call the company on your behalf.

Due to the rising costs of health care, insurance benefits have become increasingly more complex. It is sometimes difficult to determine exactly how much mental health coverage is available, "Managed Health Care" plans such as HMO's and PPO's 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

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therapy, some clients feel that they need more services to you once 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 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 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 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.

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.

YOUR SIGNATURE ALSO INDICATES YOUR CONSENT TO PARTICIPATION IN PSYCHOLOGICAL SERVICES PROVIDED BY DAVID C. WIESNER, PH.D.

\_\_\_\_\_  
Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
David C. Wiesner, Ph.D.

\_\_\_\_\_  
Date