



DAVID J KOSINS PHD  
*Licensed Psychologist*

## Agreement for Psychological Services

**GENERAL INFORMATION:** Welcome to my practice. This Agreement 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 for patient rights and privacy protections regarding the use and disclosure of Protected Health Information (PHI). 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. Please ask about anything that is unclear. Your signature also represents an agreement between us. You may revoke this Agreement in writing at any time. That revocation is binding on me except where I have already taken action, if you have health insurance that requires information to substantiate an insurance claim, or if you have not honored your financial agreement with me. Although I share office space with other therapists at 318 W. Galer St., we are each independent practitioners and not responsible or liable for one another's practices or procedures.

**PSYCHOLOGICAL SERVICES:** Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you are experiencing. There are various methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active involvement on your part. In order for the therapy to be most successful, you will have to work on things we talk about, both during our sessions and at home.

Psychotherapy can have risks and benefits. 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.

The first few sessions will involve an evaluation of your goals and 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 continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money and energy, so please be careful about the therapist you select. If you have questions about my procedures, I would like to discuss them whenever they arise. You may, at any time, refuse treatment, request a change in treatment approach, or ask for a referral elsewhere.

**BACKGROUND:** I grew up in Detroit and trained in Michigan and California. I began working in the behavioral health field in 1977. I received my doctoral degree in clinical psychology from the California School of Professional Psychology - San Diego in 1983. This program was accredited by the American Psychological Association. I completed a clinical internship at Affiliated Psychiatric Medical Group in Rosemead, California and received postdoctoral training at the Center for Cognitive Therapy in Newport Beach, California. I moved to Seattle in 1987 to join the medical staff at Group Health Cooperative, and have been engaged in full time private practice since 1989. I am licensed in the state of Washington, and am listed in the National Register of Health Services Providers in Psychology. I am a Clinical Instructor in the Department of Psychology and the Department of Psychiatry and Behavioral Sciences at the University of Washington. I am a member of the Washington State Psychological Association, American Psychological Association, Association for Behavioral and Cognitive Therapies, and a Founding Fellow of the Academy of Cognitive Therapy.

I provide psychological services to adult individuals and groups. My practice, while including treatment of many psychological issues, focuses on specialty areas of anxiety disorders, habit control, cognitive therapy, and group therapy.

**THERAPEUTIC ORIENTATION:** I primarily use a cognitive-behavioral approach to therapy, which means I look at patterns of thinking and behaving and life events that make life more difficult for you. This approach has been shown through research to be a valid treatment for depression, anxiety and other psychological and behavioral problems. The cognitive-behavioral therapist is active and directive, assigns homework tasks, and keeps the therapy goal-directed and focused on the present more than the past. Sessions often follow a structured agenda and ongoing progress is monitored. Depending upon the situation, I may also use supportive, family or group approaches, or may discuss referral to a physician for medical evaluation and/or pharmacological treatment. Please refer to my website, [www.davidkosins.com](http://www.davidkosins.com), for additional information on my approach to therapy.

**LICENSURE:** I am licensed as a psychologist by the State of Washington, which means I have attended an accredited training program, received supervised pre- and post-doctoral experience, and have passed written and oral examinations. I follow the code of ethics of the American Psychological Association and the ethical and professional standards provision of the Washington State Psychology Licensing Law. If you have any concerns about the course of evaluation and therapy, please discuss them with me. You may also call or write the Department of Health, Examining Board of Psychology, P.O. Box 47868, Olympia, WA 98504-7869, (360) 753-2147.

**MEETINGS:** I normally conduct an evaluation that will last from one to three sessions. During that 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, we will usually schedule one 45-50 minute session per week at a time we agree on. However, we may decide to meet for a different length of time, and/or more or less frequently. If you are late, in order to keep my schedule, I will need to stop at the time which is 45-50 minutes after our scheduled appointment time. If I am running late, I will still try to hold a 45-50 minute meeting if you can, or will arrange another time convenient for both of us. If you need to cancel or change an appointment, I ask that you notify me by voice mail as soon as possible, and at least 24 hours in advance. I am much less accessible by email, and may not know that you cancelled. Except in the case of an emergency or other unavoidable circumstance, you are required to pay for appointments not cancelled 24 hours in advance. Please note that insurance companies do not reimburse for cancelled or unattended sessions. Since I cannot bill insurance, no fee adjustments are made on these missed visits.

**PROFESSIONAL FEES:** Initial appointments are billed at \$250. My fee for each subsequent 45-50 minute session is \$195 except where my contract with your insurance carrier stipulates a lesser charge. Longer or shorter sessions are prorated. You may have additional charges for report writing, letters or telephone consultations on your behalf, travel time, telephone conversations with you that exceed 10 minutes, psychological testing, or record reviews. 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. Legal involvement is billed at \$325/hour. There will be a \$25 charge for returned checks. If you have special financial needs, please discuss these with me.

**CONTACTING ME:** When you call my office number (206-285-0900), you will reach voice mail. Please leave phone numbers for me to contact you, even if you think I have them, and indicate whether your message is urgent. I return calls throughout the day and can contact you most evenings and weekends as well. If you are in an emergency, please call the King County Crisis Line at 206-461-3222, dial 911, or go to the nearest hospital emergency room. If I am scheduled to be out of town, I will often arrange for another behavioral health professional to be available to cover for me. My practice does not, however, provide 24-hour emergency coverage. Contacting me by email should be arranged with me in advance, as I check email less frequently and have concerns about protecting your confidentiality.

**CONFIDENTIALITY:** The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign an Authorization form that meets certain legal requirements imposed by state law and/or HIPAA. However, I may disclose information in the following situations:

- Without a signed Authorization, I may occasionally consult with other health or behavioral health professionals about our work. Should I seek such consultation, I make every effort to avoid revealing your identity. These other professionals are also legally bound to keep any information confidential. Unless you object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note them in your Clinical Record.
- You should be aware that I employ administrative staff. I need to share protected information with these individuals for administrative purposes, such as billing. Staff is trained to protect your privacy and will not release any information without permission.
- Without your written Authorization, I am allowed to disclose information to your health insurance company or to collect past due fees.
- 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. Whether I provide any information depends on 1) your written authorization; 2) you informing 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; or 3) a court order requiring the disclosure. If you are involved in or contemplating litigation, you should talk with me and consult your attorney about likely required court disclosures.

There are ten situations where I am permitted or legally required to disclose information without either your consent or Authorization:

1. If a government agency is requesting the information for health oversight activities, I may be required to provide it to them.
2. If you file a complaint or lawsuit against me, I may disclose information as relevant for my defense.
3. If you file a worker's compensation claim, and your treatment is relevant to the injury involved in your claim, I must provide a copy of your record to your employer and the Dept. of Labor and Industries.
4. If I have reasonable suspicion that a child has suffered abuse or neglect, the law requires that I file a timely report with the appropriate government agency.
5. 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.
6. If you should become aware that you have AIDS or have become HIV-positive and you refuse to be under medical care, I am required by law to report this to local healthcare authorities.
7. If I feel you are unable to take care of basic needs, I must take steps to assure that these needs are met.
8. If I have reason to believe that you or someone else is in imminent danger, I may be required by law to take protective actions, including notifying potential victims, contacting the police, seeking hospitalization for you, or contacting family members or others who can provide protection.
9. If I become privy to actual knowledge of unprofessional conduct by a health provider that places others' mental or physical condition at risk, I am required to report this to the Department of Health.
10. If I have a patient who is a health care provider who poses a clear and present danger to his/her patients, I must report this to the appropriate authorities.

In any of the above situations, I will make an effort to talk with you before taking action and I will limit my disclosure to what is necessary.

**PROFESSIONAL RECORDS:** The laws and standards of my profession require that I keep Protected Health Information (PHI) about you in your Clinical Record. Except in the unusual circumstance that I conclude that disclosure could reasonably be expected to cause danger to the life or safety of you or another or that disclosure could reasonably be expected to lead to your identification of the person who provided information to me in confidence under circumstances where confidentiality is appropriate, you may examine and/or receive a copy of your Clinical Record, and you must request this in writing. Because these are clinical 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 behavioral health professional so you can discuss the contents. (In most situations, I am allowed to and do charge a copying fee of 91 cents per page for the first 30 pages and 69 cents per page after that, and a \$21 clerical fee. I may withhold your Record until the fees are paid.) If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

**PATIENT RIGHTS:** HIPAA provides expanded rights regarding Protected Health Information (PHI). You can provide a written request to 1) amend your Clinical Record; 2) request restrictions on what information in your Clinical Record is disclosed to others; 3) request an accounting of most disclosures of PHI and where they were sent; 4) request that any complaints you make about my policies and procedures be recorded in your record, and 5) receive an additional written copy of this Agreement and the attached policy forms.

**PAYMENT FOR SERVICES:** Payment of the full fee or the portion not covered by insurance is expected at the time of each appointment. I accept checks, VISA/MasterCard, or cash. You are responsible for payment for all services you receive, whether or not your insurance reimburses for a portion of the charges. If you have a balance, you will receive a statement monthly from a confidential billing service, Associates in Behavioral Health Account Services. You can call them at 206-726-1790 with questions regarding bills, insurance, etc. If you use Visa or MasterCard, charges will appear on your credit card statement as coming from Associates in Behavioral Health Account Services. If you are using insurance and there is a balance owed after the claim has been processed, you are expected to clear the balance within 30 days. Accounts due over 60 days will be subject to a final collection notice. If no payment is made at this time, your account will be referred to a collection agency.

**INSURANCE REIMBURSEMENT:** Most medical insurance plans provide coverage for necessary mental health treatment when you see a licensed psychologist. It is your responsibility to know the limitations and restrictions to your insurance benefits. Note that many policies only cover a limited number of sessions each year.

Please check your coverage carefully prior to your first session. You can call the number on your insurance card and ask the following questions:

1. Do I have benefits for outpatient mental health services?
2. Is Dr. Kosins a Preferred Provider or an Out of Network provider?
3. Do I have coverage when I see an Out of Network provider?
4. Will my insurance offer a “single case agreement” to allow payment for an Out of Network provider?
5. How many sessions per year does my plan cover and what dates does it start over?

6. How much is my deductible and has it been met this year?
7. Is there a separate deductible for mental health services?
8. What is my co-pay for mental health services?
9. If Dr. Kosins is a Preferred Provider, what is the allowable amount for reimbursement?
10. Is there and what is the amount of my co-insurance (besides or instead of your co-pay) per session? (This is often a percentage of the allowable charge for each visit.)

If you have medical insurance that covers relevant outpatient psychotherapy, you will only need to pay the portion of your fee not covered by insurance. If I am a preferred provider for your insurance company, then I accept their “allowed charges” as full payment even when it is below my standard fee. Insurance claims will be submitted for you. If I, or your insurance company, determine that your psychotherapy is not “medically necessary” according to the guidelines of the insurance industry, you will be responsible for the fee, as insurance covers only such “medically necessary” services. If your insurance company has not paid your account in full within 90 days, the balance will be billed to you or transferred to your credit card.

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 possession. 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 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. You always have the right to pay for my services yourself to avoid the potential problems described above.

## NOTICE OF PSYCHOLOGISTS' POLICIES AND PRACTICES TO PROTECT THE PRIVACY OF YOUR HEALTH INFORMATION

**This notice describes how psychological and medical information about you may be used and disclosed and how you can get access to this information. Please read it carefully.**

### **I. Uses and Disclosures for Treatment, Payment, and Health Care Operations**

I may use or disclose your *protected health information (PHI)*, for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

- “*PHI*” refers to information in your health record that could identify you.
- “*Treatment, Payment and Health Care Operations*”
  - Treatment* is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider, such as your family physician or another psychologist.
  - Payment* is when I obtain reimbursement for your health care and other services related to your health care. Examples of payment are when I disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
  - Health Care Operations* are activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “*Use*” applies only to activities within my office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside my office, such as releasing, transferring, or providing access to information about you to other parties.

### **II. Uses and Disclosures Requiring Authorization**

I may use or disclose PHI for purposes outside treatment, payment, and health care operations when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment and health care operations, I will obtain an authorization for you before releasing this information.

You may revoke all such authorizations (of PHI) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

### **III. Uses and Disclosures with Neither Consent nor Authorization**

I may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If I have reasonable cause to believe that a child has suffered abuse or neglect, I am required by law to report it to the proper law enforcement agency or the Washington Department of Social and Health Services.

- **Adult and Domestic Abuse:** If I have reasonable cause to believe that abandonment, abuse, financial exploitation, or neglect of a vulnerable adult has occurred, I must immediately report the abuse to the Washington Department of Social and Health Services. If I have reason to suspect that sexual or physical assault has occurred, I must immediately report to the appropriate law enforcement agency and to the Department of Social and Health Services.
- **Health Oversight:** If the Washington Examining Board of Psychology subpoenas me as part of its investigations, hearings or proceedings related to the discipline, issuance or denial of licensure of state licensed psychologists, I must comply with its orders. This could include disclosing your relevant mental health information.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about the professional service that I have provided to you and the records thereof, such information is privileged under state law, and I will not release information without the written authorization of you or your legal representative, or a subpoena of which you have been properly notified and you have failed to inform me that you are opposing the subpoena, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety:** I may disclose your confidential mental health information to any person without authorization if I reasonably believe that disclosure will avoid or minimize imminent danger to your health or safety, or the health or safety of any other individual.
- **Worker's Compensation:** If you file a worker's compensation claim, with certain exceptions, I must make available, at any stage of the proceedings, all mental health information in my possession relevant to that particular injury in the opinion of the Washington Department of Labor and Industries, to your employer, your representative, and the Department of Labor and Industries upon request.

#### IV. Patient's Rights and Psychologist's Duties

##### Patient's Rights

- *Right to Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, I will send bills to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, I will discuss with you the details of the request and denial process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. On your request, I will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, I will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from me upon request, even if you have agreed to receive the notice electronically.

**Psychologist's Duties:**

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will provide you with a revised notice in person, by mail to the most recent address I have on record, or by e-mail to the most recent e-mail address I have on record.

**V. Complaints**

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact me for further information, or you may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. I can provide you with the appropriate address upon request.

**VI. Effective Date, Restrictions and Changes to Privacy Policy**

This notice will go into effect on 4/14/2003.

I reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that I maintain. I will provide you with a revised notice in person, by mail to the most recent address I have on record, or by e-mail to the most recent e-mail address I have on record.

Your signature below indicates that you have read this agreement and agree to its terms and also serves as an acknowledgment that you have received the HIPPA notice form referenced above.

Client Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_