

Indigenous Living  
300 Lenora Street #980  
Seattle WA 98102  
Phone (605) 431 – 7495  
Email mindfullivingpsychology@gmail.com

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## **DR TROTTER POLICY AGREEMENT**

Welcome to our practice. This document contains important information about our professional services and business policies. The purpose of this document is to explain how the law regulating mental health provider helps you and your provider. When you sign this document, it will represent an agreement between us. Please read carefully and bring any questions you may have to our next meeting.

### **PSYCHOLOGICAL SERVICES**

I provide individual therapy for children, adolescents, and adults. My training has been in a broad range of approaches including interpersonal, cognitive-behavioral, and trauma. I focus on your goals and prefer collaborative therapy. This encourages you to be an active participant in your own growth. Therapy has both benefits and risks. Risks may include uncomfortable feelings like sadness, anger, or anxiety. Therapy can often involve talking about unpleasant aspects of a person's history and/or behavior. However, it often leads to a significant reduction of feelings of distress, and better relationships and problem solving.

### **OCCUPATIONAL AND PSYCHOEDUCATIONAL ASSESSMENT SERVICES**

I specialize and conduct comprehensive educational and job-related evaluations. These evaluations assess the psychological barriers for individuals recovering from work related injuries and/or academic problems.

### **EDUCATION, TRAINING AND LICENSURE**

I received a doctorate in Clinical Psychology from the University of North Dakota. As part of my doctoral degree, I completed a one year pre-doctoral internship at Ft Meade VA. Following that, I completed a year post-doctoral fellowship in pediatric psychology at the Children's Hospital in Rapid City SD.

I have been licensed as a Psychologist in Washington since 2019. My license number is PY. 60936902

I have been licensed as a Psychologist in New Mexico since 2016. My license number is PSY 1420

My NPI number is 1255757910

### **INDIVIDUAL BEHAVIORAL HEALTH RIGHTS**

Individuals 13 years of age and older have a right to refuse treatment. Individuals have the right to change therapists or receive a referral to another therapist. Individuals have a right to ask questions concerning the findings of their evaluation and treatment, and the right to raise questions about the therapist, the treatment approach, and progress made at any time. Individuals have the right to receive feedback pertaining to their results, diagnosis, and prognosis.

### **CONFIDENTIALITY**

In general, the confidentiality of all communications between a patient and a psychologist is protected by law, and I can only release information about our work to others with written permission. However, there are several exceptions:

- To your physician or other healthcare provider who is also treating you
- To anyone on our staff involved in your treatment
- To any person required by federal, state, or local laws that have lawful access to your treatment
- To receive payment for services we provide for you
- To our own staff in connection with our Practice's operations
- To anyone you give us written authorization to have your health information, for any reason you want. You may revoke this authorization at any time. When you revoke an authorization it will only effect your health information from that point on.

- To a family member, a person responsible for your care, or your personal representative in the event of an emergency.
- To an appropriate state agency if we suspect any neglect or abuse of minor or vulnerable adult.
- If we believe that a patient is threatening serious harm to another, we are required to take protective action, which may include notifying police, hospital, and identified victim.
- If a client threatens to harm him or herself, I may be required to seek hospitalization for the client, or contact family members or others who can provide protection. These situations rarely arise; should they occur, I will make every effort to fully discuss it with you before taking action.
- Minors - If you are under 18 years of age, please be aware that the law provides your parents with the right to examine your treatment records. It is my policy to request an agreement from your parents that they consent to give up access to your records. If they agree, I will provide them with only general information about how your treatment is proceeding, unless I feel there is high risk that you will seriously harm yourself or others. In that case I will notify them of my concern. Before giving information I will discuss the matter with you and will do the best that I can to resolve any objections that you might have about the information I am about to discuss. Harm to Self and Others- I am legally required to take action to prevent others from harm, even though that requires revealing some information about a client's treatment.
- Professional Consultation – I may occasionally find it helpful to consult about a case with another professional. In these consultations general information about the case is shared but every effort is made to protect the identity of the client. Additionally, the consultant is legally bound to keep the information confidential. Additionally, medical consultations may be requested as part of your treatment. In this situation, I may formally ask your permission to consult with your primary care physician or that of your child. You are strongly encouraged to inform you primary care physician, or child's physician, that your child is in therapy with me.

**Fees & Payment** - Payment is due at the time that services are provided unless special circumstances require an alternate payment schedule. In case of minor children, the parent who brings in the child for treatment is responsible for payment.

- 1) Assessments: My current fee for the first appointment (between 80 and 90 minutes in duration) is \$250.00. This includes time spent in the initial interview, scoring any evaluation measures, review of past records, and phone call contacts with individuals such as teachers and physicians.
- 2) My hourly fee for therapy is \$125.00 (\$75.00 for half hour appointments.) In addition to scheduled appointments, it is my practice to charge \$125/hour on a prorated basis for other professional services that you may require such as telephone conversations which last longer than 15 minutes, travel time to/from and attendance at meetings or school conferences which you have authorized, and preparation of records or treatment summaries, as requested.
- 3) Evaluations: For the administration, scoring, interpretation of psychological tests and report writing, 504 letters for schools etc., I charge \$150.00 per hour. A typical evaluation will take 10-14 hours, this includes 4-8 hours of face-face interviews and testing, scoring, and documentation.
- 4) Cancellations and No-Shows: Cancellation of appointments must occur 24 hours prior to the scheduled appointment time. Failure to show up for an appointment without notification or failing to cancel an appointment 24 hours in advance will result in \$100 fee. You are required to provide a valid credit card (number, expiry date, CSC), which will be automatically charged if a session is missed or cancelled less than 24 hours beforehand.

HIPPA is a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI). HIPPA requires that I provide you with a Notice of Privacy Practices for treatment, payment and health care operations. The law requires that I obtain your signature acknowledging that I have provided you these disclosures at the end of this session. A description of the circumstances in which I may disclose information is provided to you. It is important that you understand fully what confidentiality does and does not mean in the therapeutic relationship. I am happy to discuss any of these rights with you.

### **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 healthcare. 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, clinic, practice group, etc.] such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of my [office, clinic, practice group, etc.], 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 of 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 from you before releasing this information. I will also need to obtain an authorization before releasing your psychotherapy notes.

“Psychotherapy notes” are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) 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, in my professional capacity, have reasonable cause to believe that a minor child is suffering physical or emotional injury resulting from abuse inflicted upon him or her which causes harm or substantial risk of harm to the child's health or welfare (including sexual abuse), or from neglect, including malnutrition, I must immediately report such condition to the appropriate authorities and government agencies.

- **Adult and Domestic Abuse:** If I have reasonable cause to believe that an elderly person (age 60 or older) is suffering from or has died as a result of abuse, I must immediately make a report to the Department of Social and Health Services.
- **Health Oversight:** The Examining Board of Psychologists has the power, when necessary, to subpoena relevant records should I be the focus of an inquiry.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law and I will not release information without written authorization from you or your legally-appointed representative, 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:** If you communicate to me an explicit threat to kill or inflict serious bodily injury upon an identified person and you have the apparent intent and ability to carry out the threat, I must take reasonable precautions. Reasonable precautions may include warning the potential victim, notifying law enforcement, or arranging for your hospitalization. I must also do so if I know you have a history of physical violence and I believe there is a clear and present danger that you will attempt to kill or inflict bodily injury upon an identified person. Furthermore, if you present a clear and present danger to yourself and refuse to accept further appropriate treatment, and I have a reasonable basis to believe that you can be committed to a hospital, I must seek said commitment and may contact members of your family or other individuals if it would assist in protecting you.
- **Worker's Compensation:** If you file a workers' compensation claim, your records relevant to that claim will not be confidential to entities such as your employer, the insurer and the Department of Labor and Industries.

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

- **Right to Request 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 your bills to another address.)
- **Right to Inspect and Copy** – You have the right to inspect or obtain a copy (or both) of PHI and psychotherapy notes 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 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.

#### **Washington Administrative Code (WAC) 388-877-0600 Clinical—Individual rights**

Receive services without regard to race, creed, national origin, religion, gender, sexual orientation, age or disability;

(b) Practice the religion of choice as long as the practice does not infringe on the rights and treatment of others or the treatment service. Individual participants have the right to refuse participation in any religious practice;

(c) Be reasonably accommodated in case of sensory or physical disability, limited ability to communicate, limited English proficiency, and cultural differences;

- (d) Be treated with respect, dignity and privacy, except that staff may conduct reasonable searches to detect and prevent possession or use of contraband on the premises;
- (e) Be free of any sexual harassment;
- (f) Be free of exploitation, including physical and financial exploitation;
- (g) Have all clinical and personal information treated in accord with state and federal confidentiality regulations;
- (h) Review your clinical record in the presence of the administrator or designee and be given an opportunity to request amendments or corrections;
- (i) Receive a copy of agency grievance system procedures upon request and to file a grievance with the agency, or behavioral health organization (BHO), if applicable, if you believe your rights have been violated; and
- (j) Lodge a complaint with the department when you feel the agency has violated a WAC requirement regulating behavior health agencies.

**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 post them in my office or provide you with a revised notice either in person or by mail.

**V. Communication**

Based on the new HIPAA Guidelines I am including the following information about the use of cell phones and emails for communication. Please know that I take every precaution to be careful with my cell phone and computer. However, it is important that you know the potential risks involved with confidentiality when using these devices. Mobile Phone Communication. Please note that if we communicate via my mobile phone by voice or text, your phone number will be stored in the phone's memory for a period of time and therefore if my mobile phone is lost or stolen, it is theoretically possible that your contact information might be accessed. Note that my mobile phone is itself password protected providing one line of defense against such a breach. Email Communication. If you elect to communicate with me by email, please be aware that email is not completely confidential. All emails are retained in the logs of your and/or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be considered part of your treatment record. Please be aware that I regularly access email communications via my password-protected mobile phone. It is theoretically possible that if my mobile phone is lost or stolen and the password is somehow circumvented our email communications could be accessed. By signing the acknowledgement section below, I am giving consent for communications via:

Email \_\_\_\_\_

Phone/Text \_\_\_\_\_

ACKNOWLEDGEMENT SIGNATURE

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Your signature below indicates that you have read the intake document and this agreement fully. It also serves as acknowledgement that you have received the HIPPA notice form. Once you have signed this page, your signature denotes that you understand your rights and responsibilities and constitutes your agreement to the terms described in the intake document. I have read the above and have had the opportunity to ask questions. I give permission for evaluation and treatment for my minor child and state that I am the parent or legal guardian for the child. I understand that if I (or my parent/legal guardian) wish insurance reimbursement, it is my (our) responsibility to submit and monitor claims, contacting our insurance carrier if delays occur. I give permission for information to be released to my insurance company when additional information is requested for claim processing purposes.

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Client Signature

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Date

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Legal Guardian Signature

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Relationship

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Date

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Witness Signature

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Date