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### DISCLOSURE AND POLICY STATEMENT

Welcome to my practice! I am pleased to have the opportunity to work with you and your family. This document (the Agreement) contains important information about my professional services and business policies. The law requires that I obtain your signature acknowledging that I have provided you with this information by the end of your first session. Although these documents are long and sometimes complex, it is very important that you read them carefully before we meet. We can discuss any questions you have about procedures when we meet. When you sign this document, it will 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.

# **Psychological Services**

I provide psychological services for children, adolescents, and adults. This includes diagnostic evaluations for autism spectrum disorder as well as for the full range of child and adolescent psychiatric disorders; neuropsychological/psychoeducational assessment to assist with diagnostic clarification and educational programming; treatment planning; school consultation; and individual and family therapy. Therapy sessions may include the individual as well as members of their family; other services can also include members of the school and treatment teams.

<u>Diagnostic evaluations</u>. I utilize state-of-the-art, evidence-based diagnostic instruments and have extensive training and demonstrated reliability in the use of these instruments. These include the Autism Diagnostic Observation Schedule, 2<sup>nd</sup> Edition (ADOS-2) and Autism Diagnostic Interview-Revised (ADI-R). I have special expertise in identifying very young children with autism (i.e. under age 2), girls with autism, and adults who were never diagnosed in childhood, as well as extensive experience diagnosing autism at all ages and levels of functioning. I also have many years of experience in diagnosing a range of disorders, including

anxiety disorders, mood disorders, disruptive behavior disorders, ADHD, intellectual disabilities, and learning disorders, among others.

<u>Neuropsychological assessment</u>. My training and subsequent clinical work has been based on a strong foundation of neuropsychological assessment to guide both diagnostic questions as well as recommendations for treatment and educational programming. Neuropsychological assessment typically involves a battery of tests (cognitive, memory, learning, academic achievement, executive functioning) that go beyond those usually conducted through the public school district. I only conduct this type of testing when it is medically necessary to determine a diagnosis, and/or when necessary to shed light on difficulties a child is having in school or other settings so that appropriate treatment recommendations can be made. In other words, I believe that testing should not be done just for testing's sake.

<u>Treatment planning</u>. Treatment planning does not involve diagnostic evaluation. It is intended to assist families who already have a diagnosis in making a comprehensive treatment plan, including recommendations and referrals for private treatment and school programming. Typically, treatment planning services can be provided over 1-2 visits. If additional testing, diagnostic evaluation, school consultation, and/or report writing is needed, these services will be discussed at the time of the treatment planning visit, including expected benefits of such services and additional costs for such services. Families can choose to receive such services or forego such services or postpone to a later time.

<u>School consultation</u>. I am available for school observation, consultation with teachers and other school staff, and attendance at IEP meetings to address behaviors that may be interfering with learning, neuropsychological factors that impact performance and behavior, as well as strategies to help children with compliance and task completion, coping with transitions and change, etc. I also routinely speak with school staff by phone as a standard part of most diagnostic evaluations.

<u>Independent Educational Evaluations</u>. The Individuals with Disabilities Education Act (IDEA) of 2004 is a federal law outlining children's rights in special education through the public school system. Sec 300.502 of IDEA gives parents of a child with a disability the right to obtain an evaluation by a professional who does not work for the public school district. I have extensive experience in conducting such evaluations addressing a range of issues from the types of specialized education services offered, diagnostic clarification, and identification of any other cognitive, neuropsychological, and/or mental health issues impacting academic performance.

<u>Individual and family therapy</u>. My theoretical orientation draws from behavioral, neuro-developmental, cognitive-behavioral, and psycho-educational schools of thought. I teach children and families concrete skills so that they can more effectively manage their

emotions and behavior at home, school and in the community. My goal is for children and families to achieve their optimal social-emotional, behavioral, adaptive, and academic level of functioning. My approach is tailored to the needs of each child and family, and treatments I utilize for specific disorders and problems are always those with the greatest evidence base (i.e., have the most empirically based support for their effectiveness).

Psychotherapy can have many positive effects, such as improved family and peer relationships, relief from distressing symptoms, and better school/work performance. However, participating in psychotherapy is <u>work</u>. You may experience uncomfortable feelings such as sadness, anxiety or anger during psychotherapy, and there are no guarantees of change. <u>Active parent involvement</u> is essential for children and adolescents to achieve the best possible outcome in therapy. This means that at different times therapy sessions may involve parents alone, the child or adolescent alone, parent and child together, or the entire family together. I frequently give "homework" assignments so that skills may be practiced between sessions.

# **Education, Training, and Licensure**

I received my MS and PhD in Child Clinical Psychology from the University of Washington. I completed a child clinical/pediatric psychology pre-doctoral internship at the University of Washington School of Medicine/Seattle Children's Hospital where I also completed a postdoctoral fellowship in pediatric psychology focusing on autism spectrum disorders. After concluding my postdoctoral training, I was offered a faculty position as Assistant Professor at the University of Washington, Department of Psychiatry and Behavioral Sciences, and a clinical position as Attending Psychologist at Seattle Children's Hospital, which allowed me to see families through the Seattle Children's Autism Center, train residents and fellows, and conduct research in autism at the Seattle Children's Research Institute. During that time, I also served as the Training Coordinator for the Seattle Children's Autism Center.

I am a licensed psychologist in the state of Washington (Credential Number PY00003879). Psychology licensure requires that psychologists pass a national written exam and an ethics examination through the Washington State Examining Board of Psychology. As a licensed psychologist and member of the American Psychological Association, I am accountable for my work with you. If you should have any concerns about my approach and/or the course of evaluation or treatment, please discuss them with me. Inquiries about my qualifications and any complaints about my professional services may be directed to: State of Washington Health Systems Quality Assurance Complaint Intake, Post Office Box 47857, Olympia, WA 98504-7857. Phone: 360-236-4700. Email: HSQAComplaintIntake@doh.wa.gov

A copy of the acts of unprofessional conduct can be found in RCW 18.130.180.

# Rights and Responsibilities of Patients

You have the right to refuse treatment (age 13+ in the State of Washington) and the responsibility to choose the provider and type of treatment that best suits your needs. You have the right to

ask questions about my evaluations, findings, and treatment recommendations, and the right to raise questions about my therapeutic approach and progress that is being made at any time. You have a right to discontinue therapy at any time and to receive referrals to other providers.

# **Divorced or Separated Parents**

When parents are separated or divorced, it is usually necessary for both parents to consent to the evaluation or treatment of their child and to agree regarding payment for these services. Please note that I do not perform custody evaluations and therefore do not make custody or visitation recommendations.

# **Appointments and Cancellations**

Appointments are usually 50 minutes in length, but we may agree to have longer or shorter sessions, depending on the clinical issue. Similarly, patients are typically seen for weekly sessions, but we may decide to schedule sessions every other week or at longer intervals. It is important to arrive on time because your appointment will not be extended beyond the scheduled time as a result of your late arrival. You will be responsible for the full fee for your session if you arrive late. Additionally, your appointment time is set aside exclusively for you and I cannot fill that time slot without sufficient notice. If you must cancel an appointment, please make sure to get in touch with me at least 48 hours in advance of your appointment.

# Fees and Payments

The charge for the first appointment is \$250.00. This appointment is an <u>intake</u> which includes a parent interview and time spent reviewing records. Subsequent <u>testing</u> for diagnostic evaluations and any necessary neuropsychological testing is \$200.00 per hour, which includes time spent scoring questionnaires and tests, and talking to teachers and/or other providers. My testing rate of \$200/hour also applies to school consultations and observations, report writing for evaluations, and travel time to appointments held outside of the office. The feedback visit for evaluations is billed at \$200 for a 60-minute appointment.

My current fee for therapy sessions is \$170.00 per 50-minute session. I also charge this
amount on a pro-rated basis for other professional services, such as treatment planning.
Payment is due at each visit unless we agree to other arrangements. In the case of minor children,
the parent who brings the child for treatment is responsible for payment.

### **Insurance Reimbursement**

I do not contract with insurance companies. Therefore, my full rate must be paid at time of service. I will provide you with a receipt that contains the information most insurance companies will need from me in order to process your claim if you wish to submit my receipts for reimbursement. If you decide to submit claims to your insurance for reimbursement, you will be responsible for finding out such information as to whether or not you need a referral, number of sessions covered, types of problems covered, types of sessions or evaluations covered (e.g., diagnostic evaluations, neuropsychological assessment, etc.), and at what rate your insurance company will reimburse you for my services, along with any other forms through your insurance company that you will need to complete in addition to the invoice I will provide to you. It is your responsibility to keep track of this information so that you receive appropriate reimbursement.

## **Emergencies**

If you are experiencing an emergency or crisis, please call 911 or the Crisis Connection at (206) 461-3222, or (800) 244-5767. You may also call the National Crisis Lines at (800) 273-8255. In such situations, you may also go to the nearest hospital Emergency Room.

# **Contacting Me**

You may leave a confidential voicemail message for me at (360) 220-6040 24 hours a day. I check my messages regularly on business days and will generally return your call within two business days. If I am gone for an extended period of time, I will arrange for a colleague to be available for emergencies. You may contact me by email, but email should not be used to contact me in an emergency as I do not check email every day.

# **Limits on 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/your child's treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by state law and/or HIPAA.

If you are involved in a court proceeding and a request is made for information concerning the professional services I provide to you, such information is protected by the psychologist- patient privilege law. I cannot provide any information without 1) your written authorization or 2) a court order requiring the disclosure. If you are involved in or contemplating litigation, you should consult with your attorney about likely required court disclosures.

# I may disclose information in the following situations:

I may occasionally find it helpful to consult other health and mental health professionals
about a case. If I consult with a professional who is not involved in your treatment, I will
limit the information I disclose to the minimum necessary. These professionals are legally

bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).

• Disclosures required by health insurers are discussed elsewhere in this Agreement.

# 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 to them.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

There are some situations in which I am *legally* obligated to take actions which I believe are necessary to attempt to protect yourself/others from harm and I may have to reveal some information about your/your child's treatment. <u>These situations are unusual in my practice</u>. If such a situation does arise, I will generally discuss it with you before taking any action and I will limit my disclosure to what is necessary.

- If I have reasonable cause to believe that a person under age 18 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. (RCW 26.44). Please note that "date rape" where a minor is the victim and "statutory rape" fall into the category of incidents that I am required to report.
- If I have reasonable cause to believe that abandonment, abuse, financial exploitation, or neglect of a vulnerable adult has occurred, the law requires that I file a report with the appropriate government agency, usually the Department of Social and Health Services.
   Once such a report is filed, I may be required to provide additional information.
- If I reasonably believe that there is an imminent danger to the health or safety of the client or any other individual, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the client, or contacting family members or others who can help provide protection
- Under court order, I can be required to disclose my records and information that I have about you.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.

# **Consent and Confidentiality for Minors**

Legal guardian(s) of children under age 13 have access to protected health information (e.g., receiving notice, consenting to disclosure, having access to records and the right to amend). Please note that minors 13 years or older may request and receive outpatient treatment without the consent of the minor's legal guardian(s). Patients between ages 13 and 18 also have the right to decide to whom protected health information will be released, including to that person's legal guardian(s).

The psychologist may disclose to parents or to another health care provider any behavior that may pose an imminent danger to the health or safety of the minor or any other individual (RCW 70.02.050).

I may inform parents (or a relevant health care provider) of the minor's current engagement in high risk behaviors (i.e., any behavior that may pose an imminent danger to your health or safety). If I become aware of such high risk behaviors during your treatment, I will remind you about these limitations and make every effort to arrive at an agreement with you, my patient, about the best way to inform parents (or other health care provider) of the behavior so that we can keep you safe. Such behaviors include but are not limited to: self-harm; eating disordered behaviors; drugs, alcohol, and cigarettes; other high risk behaviors such as carrying a weapon, unprotected sex, etc.

# **Limits on Confidentiality for Parents of Minors**

For minors ages 13 to 18, information provided by parents in the context of their minor's evaluation or treatment is considered part of the minor's protected health information (and is therefore documented in the minor's record).

#### **Professional Records**

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you/your child in your <u>Clinical Record</u>. It includes information about your reasons for seeking therapy, a description of the ways in which your life has been impacted by these problems, your diagnosis, the goals that we set for treatment, progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in the unusual circumstance that I conclude disclosure could reasonably be expected to cause danger to the life or safety of the patient or any other individual or that disclosure could reasonably be expected to lead to the patient's identification of the person who provided information to me in confidence under circumstances where confidentiality is appropriate, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. When these records contain standardized measures (e.g., intelligence tests, teacher report forms), which cannot be interpreted except by a licensed Psychologist, and the integrity of which Psychologists are

expected to uphold and protect, I can provide you with the <u>results</u> and/or can forward them to a school psychologist or other qualified mental health professional who can discuss and interpret the results for you. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

# **Mandatory Reporting for Health Care Providers**

I am required to report myself or another health care provider in the event of a final determination of an act of unprofessional conduct or when I suspect that another license holder is unable to practice with necessary safety and skill due to a mental or physical condition. I will also have to report a patient who is a health care provider who may pose a clear and present danger to his/herself or patients. If you have any questions or concerns about this requirement, please discuss them with me.

## **Termination**

If, without having made prior arrangements, I have not heard from you in 60 days I will assume that you would like me to terminate our current episode of care and close your active clinical file. In such cases, we may re-open the file and initiate a new episode of care once we meet in person.

## **Electronic Communications and Social Media Policy**

In order to best protect your confidentiality, I typically will communicate with clients via email and text message for the purposes of scheduling or canceling appointments only. I cannot guarantee the security or confidentially of information sent via email or text. If you need to communicate with me via email or text for any other purpose, please discuss that with me in person. Professional ethics standards do not permit me to communicate with clients via personal social media. For this reason, I cannot accept any client requests to connect on Facebook, or other similar social media platforms.

# **Assurances and Agreement**

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 A COPY OF YOUR HIPAA NOTICE OF PRIVACY PRACTICES.

PATIENTS AGE 13 AND OVER:		
I have read and understand the above policies	and have had the oppor	ctunity to ask questions.
give permission for evaluation and treatment	for myself.	
Patient Signature (13 years and older)	Date	
Karen Toth, PhD	Date	
PARENTS/GUARDIANS for children under	O	
I have read and understand the above policies give permission for evaluation and treatment:		, <u> </u>
guardian for this child,		_•
Parent/Guardian Signature		
Parent/Guardian Signature	Date	
Karen Toth, PhD	 Date	