

**Jason Foster MA, LMHC**

fosteringconnection.com 206-504-3494

316 NW 82<sup>nd</sup> Street, Seattle, WA 98117

**Notice of Privacy Practices**

This notice describes how medical and mental health information about you may be used and disclosed, and how you can get access to this information. Please review it carefully.

It is my professional and ethical responsibility to assure you that I will hold your personal information in the strictest confidence. I am required by applicable Federal and State of Washington law to maintain the privacy of your health information. I am also required to give you this Notice about my privacy practices, legal obligation, and your rights concerning your health information (Protected Health Information, or "PHI"). I must follow the privacy practices described in this Notice (which may be amended from time to time).

**I. Uses And Disclosures of Protected Health Information**

A. Permissible Uses and Disclosures Without Your Written Authorization: I may use and disclose PHI without your written authorization, excluding Psychotherapy Notes and Reports, as described in Section II, for certain purposes described below. The examples provided in each category are not meant to be exhaustive, but instead are meant to describe the types of uses and disclosures that are permissible under Federal and State of Washington law.

1. Treatment: I may use and disclose PHI in order to provide treatment to you. For example, I may use PHI to diagnose and provide counseling service to you. In addition, I may disclose PHI to other health care providers involved in your treatment. This includes clinical supervisors and case consultants who assist in my professional development and are bound to mental health confidentiality laws. I participate in supervision and consultation so that I may provide high quality services for your benefit.
2. Health care operations: I may use and disclose PHI in connection with my health care operations, including accreditation, certification, licensing or credentialing activities. I will notify you in advance of any such disclosure.
3. Required or permitted by law: I may use or disclose PHI when I am required or permitted to do so by law, or in the following situations:
  - a. Duty to warn: Your PHI may be disclosed if I determine a need to alert an intended victim of a serious threat to their health. For example, this may occur if you reveal intentions to kill or harm another person. I am obligated to take necessary action to avert a serious threat to the health or safety of others.
  - b. Danger to self: Your PHI may be disclosed if I determine that you may kill or seriously harm yourself. For example, this may occur if you reveal that you are planning to commit suicide. I am obligated to take necessary action to avert a serious threat to your health or safety.
  - c. Child or elder abuse or neglect: Your PHI may be disclosed if you report or I reasonably suspect any child or elder abuse or neglect. For example, if you reveal that you have physically harmed a child then I will need to notify Children's Protective Services (CPS), Adult Protective Services, or a law enforcement agency.
  - d. Court order: Your PHI may be disclosed if I am presented with a valid subpoena from a court or from the secretary of the Washington State Department of Health for records related to a complaint, report, or investigation. For example, this may occur if you have any legal involvement and a judge or law enforcement agency has called me to testify or release records.
  - e. Crime against me or within office premises: Your PHI may be disclosed if you commit or threaten to commit a crime against me or within my office premises. This includes damage to property.

f. Other disclosures: Your PHI may be disclosed for public health activities, health oversight activities, including disclosures to State or Federal agencies authorized to access PHI. Your PHI may be disclosed for research when approved by an institutional review board, to military or national security agencies, coroner, medical examiners, and correctional institutions or otherwise as authorized by law. Your PHI may be disclosed to necessary parties involved if you file a legal or administrative claim against me. Your identifying information may be disclosed to debt collection agency personnel if you fail to pay for my professional services by our agreed upon time period. If it becomes necessary to use collection processes due to lack of payment for services, only the minimum amount of PHI necessary for purposes of collection will be disclosed.

**B. Uses and Disclosures Requiring Your Written Authorization:**

1. Psychotherapy notes: Notes recorded by me documenting the contents of a counseling session with you (“Psychotherapy notes”) will be used only by me and will not otherwise be used or disclosed without your written authorization.
2. Marketing communications: I will not use your health information for marketing communications without your written authorization.
3. Payment: I may not disclose PHI to your insurance company for payment purposes without your written authorization.
4. Other Uses and Disclosures: Uses and disclosures other than those described in Section I-A above will only be made with your written authorization. For example, you will need to sign an authorization form before I can send PHI to your life insurance company, to a school, to your attorney, or to your health care providers. You may revoke any such authorization at any time.

**II. Your Individual Rights**

A. Right to Inspect and Copy: You may request access to your medical and/or billing records maintained by my office in order to inspect and request copies of the records. All requests for access must be made in writing. Under limited circumstances, I may deny access to your records. Otherwise, this information must be released within 15 days. I may charge a fee for the costs of copying and sending you any records requested. If you are a parent or legal guardian of a minor 13 years of age or older, please note that certain portions of the minor’s medical record will not be accessible to you, such as records relating to mental health treatment (age 13 and older), substance abuse treatment (age 16 and older), sexually transmitted diseases (age 14 and older), or abortions (age 14 and older), unless your minor child has provided written authorization to do so.

B. Right to Alternative Communications: You may request, and I will accommodate, any reasonable written request for you to receive PHI by alternative means of communication or at alternative locations.

C. Right to Request Restrictions: You have the right to request a restriction on PHI used for disclosure for treatment, payment or health care operations. You must request any such restriction writing address to me, the “Privacy Officer,” as indicated below. I am not required to agree to any such restriction you may request.

D. Right to Accounting of Disclosures: Upon written request, you may obtain an accounting of certain disclosures of PHI made by me. This right applies to disclosures for purposes other than treatment, payment of health care operations, excludes disclosures made to you or disclosures otherwise authorized by you, and is subject to other restrictions and limitations.

E. Right to Request Amendment: You have the right to request that I amend your PHI. Your request must be in writing and it must explain why the information should be amended. I must respond to your request within ten (10) days. I may deny your request under certain circumstances. In this event, a “Statement of Disagreement,” based upon your proposed amendment, must be added to your record.

F. Right to Obtain Notice: You have the right to obtain a paper copy of this Notice by submitting a request to me, the Privacy Officer, at any time.

G. Questions and Complaints: If you desire further information about your privacy rights, or you are concerned that I have violated your privacy rights, you may contact the “privacy officer”, Jason Foster, MA LMHC, by telephone at (206) 504-3494, or in writing at 316 NW 82<sup>nd</sup> Street, Seattle, WA 98117. You may also file written complaints with the Director, Office of Civil Rights of the U.S. Department of Health and Human Services, or with the state Department of Health, Health Professions Quality Assurance Division at (360) 236-4900, P.O. Box 47869, Olympia, WA 98504. I will not retaliate against you if you file a complaint with me or the Department of Health.

### **III. Effective Date and Changes to this Notice**

A. Effective Date: This Notice is effective on June 19, 2016.

B. Changes to this Notice: I may change the terms of this Notice at any time. If I change this Notice, I may make the new Notice terms effective for PHI that I maintain, including any information created or received prior to issuing the new notice. If I change this Notice, I will inform you, and you may obtain any revised notice by contacting me. The most up to date form will be available on my website at all times.

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### Disclosure Statement

#### **General Information**

My mission is to provide a safe environment in which you can grow, come to know yourself more deeply, and find ways to relieve your suffering. My counseling style is both educational and therapeutic. I believe that each person is fundamentally healthy and good, and that by finding out more about yourself, you can find healthy ways to get your needs met and live your life more fully.

#### **My Approach**

My work is client-centered, which means I work with what the individual brings to the session, without a predetermined idea of how it will go. I also take a strengths-based approach, meaning that I do not pathologize my clients; instead, I try to emphasize their own inherent health. Often times this involves working through layers of thoughts and feelings to get down to what really matters. I believe that our symptoms are ways that the marginalized parts of ourselves are attempting to communicate with us. By listening to these messages, we can find a path to health and wholeness.

#### **Education, Training and Affiliations**

I am a licensed Mental Health Counselor in Washington State (LH 60490050). I received a BS in Computer Engineering from the University of Washington, and an MA in Psychology/Systems Counseling from the LIOS Graduate College of Saybrook University. I worked as a civil engineer for 12 years. I did my intern training at Compass Health in Lynnwood. I have studied Hakomi and I am currently enrolled in the Seattle School of Body Psychotherapy studying Core Energetics. I am a Past President of the Seattle Counselors Association. I have a black belt in Aikido, which I have been practicing since 1998. I continue to pursue educational opportunities to enhance my skills and further my growth.

#### **Consultation**

I seek on-going consultation from other experienced therapists as part of my desire to bring you the best possible care. Thus, at times, I may share pieces of your story with a consultation group. As much as possible, when sharing such information, I will protect your privacy and limit the information I share to the minimum necessary.

#### **Therapeutic Work and Termination**

You have the freedom to make decisions as you please. You may engage in therapy for as long as you like. You may, at any time, change your goals for therapy, and/or you may choose to end our relationship, no matter where you are in the process of goal achievement. I respect and promote your right to make your own decisions. I believe doing so is part of the healing process in therapy.

When or if you would like to end therapy, I do ask that we first discuss this in person. This is due to the fact that sometimes when old wounds are reopened a natural human tendency can be to flee. Part of our therapeutic relationship is safely and comfortably looking at these wounds to find ways to heal them. The very notion that you might want to leave abruptly might be an indication that we are making great progress.

## **Ethics and Professional Standards**

**Washington State Law:** I honor all regulations in the 18.225 RCW. The purpose of the law is: (A) To provide protection for public health and safety; and (B) To empower the citizens of the State of Washington by providing a complaint process against those counselors who would commit acts of unprofessional conduct.

**Client Rights:** As a client receiving counseling services in the State of Washington, you have the right to refuse any treatment you do not want, and the responsibility to choose a mental health provider and treatment modality which best suits your needs. You also have the right to terminate your treatment at any time for any reason.

**Confidentiality:** As a counseling client you have privileged communications under state law. With the exceptions of situations listed in my Notice of Privacy Practices, you have the right to have information shared in therapy sessions to be held in the strictest confidentiality, including the fact that you are seeing me for counseling. The privilege is yours, not mine, and cannot be waived without your written consent. I will always act to maximize your privacy even when you waive your confidentiality.

**Complaints:** If you have any concerns about your experience, please discuss it with me. If you feel I have been unethical or unprofessional, you can contact the Washington State Department of Health, HSQA Complaint Intake, PO Box 47857, Olympia, WA 98504-7857. You may also call them directly at (360) 236-4700 or access online forms and information at [www.doh.wa.gov/hsqa](http://www.doh.wa.gov/hsqa).

## **Fee Information, Cancellation Policy and Legal Matters**

**Fees:** Unless agreed upon otherwise, the fee for a private 50-minute session is \$120 and \$165 for a 75-minute session, and is payable at your session, in the form of check or cash or credit card (a fee may be applied to credit card transactions). If you must cancel your appointment please contact me at least 24 hours in advance. This ensures I can see other clients in the opening and can plan accordingly. You will be responsible for the fee when cancellations are received less than 24 hours in advance, or if you do not show up for your appointment. Fees are subject to increase, and you will be notified 90 days in advance. If, without prior written agreement, no payment for services has been received after 90 days, minimal identifying PHI and amount due may be submitted to a collection agency, per the Notice of Privacy Practices.

**Insurance:** I accept insurance for several plans. Also, some insurance plans will cover my work as an out-of-network provider. Please contact your insurance company for coverage information, or talk to me.

**Emergencies:** I provide non-emergency psychotherapeutic services by scheduled appointment. If I believe your psychotherapeutic issues are above my level of competence, or outside of my scope of practice, I am legally required to refer, terminate, or consult. If for any reason you are unable to contact me by telephone and you are having a true emergency, please call the Crisis Clinic (206-461-3222) or 911 or check yourself into the nearest hospital emergency room immediately if your personal safety or mental health is at stake.

**Communication:** I am open to phone calls between sessions and phone calls that last more than 10 minutes will be charged at my hourly rate. I prefer not to discuss therapeutic matters over email or text messages, and ask that these means of communication be limited to logistical matters. Likewise, any work such as writing assessments or letters on your behalf or talking to other care providers will also be charged at my hourly rate.

**Professional Boundaries:** It is my intention to maintain a relatively comfortable, safe, and professional environment where I consider your best interests my priority. Because I have the utmost respect for you and our therapeutic relationship, professional boundaries are essential so that no harm or damage is done. I uphold the following practices regarding professional relationship boundaries:

1. I will not, at any time, have a social relationship with you outside of my office, even after we have ended our therapeutic relationship. This is a professional boundary, not one of not caring. In this same vein, I will not accept social network "friend" requests.

2. Because my business does have an internet presence (listings on Yelp, Facebook, etc.), it is possible for you to place unsolicited reviews on those sites of me and my business if you wish. It is very important to your treatment that you communicate your intent to do so prior to actually doing it. This is to keep communication flowing between us. In other words, if you have feedback for me (positive, negative, or ambivalent) it is best for us to discuss them in person as they are likely very important for your treatment. I always appreciate word of mouth referrals to your friends and associates.
3. I will not, at any time, have physical or sexual contact with you. This excludes handshakes and the like, but only when or if you initiate. None of these are expected from you, though.
4. I will not, at any time, accept any gifts from you.
5. If I were to see you in public at any time, I will not initiate any contact with you, out of respect for your confidentiality. If you initiate I will respond in kind, but no further than you offer.
6. I will not, at any time, have a relationship with you beyond my range of psychotherapy, counseling, and referrals, and the collection of fees for these professional services.

**Other:** I welcome referrals, which signify your satisfaction and trust in my services. Finally, it is my policy not to become involved in clients' legal matters (e.g. divorce, custody, immigration, etc.). For several important ethical and professional reasons I do not speak with clients' attorneys, provide reports, etc. If I am ever requested to testify as an expert witness in court, my base fee would be \$300/hour and additional fees may apply. In short, I am not a forensic psychologist, do not have skill or expertise in dealing with the court and do not feel it would be to your benefit to use me in that way.

