



WSBA

LAWYERS ASSISTANCE PROGRAM

Welcome to the Lawyers Assistance Program (LAP). LAP provides individual consultation, group treatment, informational and referral resources, peer counseling, and prevention training. This packet consists of a standard Client Intake Form, a Services Agreement and Privacy Notice (requires signature), and a Sliding Scale Fee Agreement (requires signature). Here are some of the main points we would like to highlight:

- Individual consultation/counseling is provided free of charge for up to three (3) sessions. Should more than three sessions be deemed desirable, additional sessions may be provided on a sliding scale or billed to insurance if available.
- Consultations provided are confidential, in accordance with the same laws that apply in other outpatient settings. What is unique, is that our advice is especially well tuned for lawyers. In addition, the records kept are confidential according to HIPAA guidelines.
- APR 19 also governs the confidentiality of communications between you and LAP staff or peer counselors. Please take a few minutes to read APR 19.
- Sessions are typically 50 minutes in duration..
- LAP is not a crisis facility. If you are having a mental health crisis we advise you to go to an ER, dial 911, or contact the Crisis Center hotline in your area. In King County, that number is 206-461-3222
- If you have concerns about the treatment you are receiving, please raise these concerns with your provider.
- We encourage you to borrow books from our Lending Library for up to 30 days. Check-out forms are on top of the bookcase.
- If you are seeking assistance in the business aspects of your law practice, the Law Office Management Program is also available to you. We are happy to put you in touch.

We appreciate the courage it takes to seek help. We feel confident in our ability to provide responsible, high quality, services.



CLIENT INTAKE FORM

1. GENERAL INFORMATION

Date: _____

Name: _____

Date of Birth: _____ Place of Birth: _____

Address:

Home Phone: (_____)_____-_____ Permission to leave message? Y N

Work Phone: (_____)_____-_____ Permission to leave message? Y N

Cell Phone: (_____)_____-_____ Permission to leave message? Y N

Email (optional): _____

Residing with: _____ Relationship: _____

Emergency Contact: _____ Relationship: _____

Phone No. (_____)_____-_____

Address: _____

Referral Source (Where did you hear about LAP—friends, internet, colleagues, etc)

Health Insurance Provider (if any):

2. CURRENT PROBLEMS

Problem	In past history?	Dates	How long currently?
Depression			
Anxiety			
Suicidal Thoughts or Actions			
Anger			
Relationship(s)			
Family Problem(s)			
History of Abuse			
Grief/Loss			
Trauma			
Unemployment or Underemployment			
Work Dissatisfaction			
Alcohol or Drug Abuse			
Eating Disorder			
Paranoia			
Obsessive Behavior			
Other			

3. EDUCATIONAL HISTORY

(Programs; Degrees; Institutions; Years; Focus)

INSTITUTION	DEGREE	YEAR GRANTED	MAJOR

4. RELEVANT WORK HISTORY

Years (Approximate)	Job Title	Employer

***Comments:**

5. MENTAL HEALTH TREATMENT (Current and Previous)

Year	Provider/Agency	Treatment Provided	Reasons

Comments:

6. MEDICAL HISTORY

Current Health Concerns? (Describe, for example: Diagnosis. Dates. Treatment.)

Previous Health Concerns? (Describe. Diagnosis. Dates. Treatment.)

Medication	Dosage/Frequency	Prescribed by	Reason

Comments:

7. SOCIAL SUPPORT (partner, family, friends, community, etc)

Individuals

Groups:

Activities/Interests:

8. ANYTHING ELSE WE SHOULD KNOW?
(disabilities, cultural issues, concerns)



SERVICES AGREEMENT AND PRIVACY NOTICE

Your Rights

You have the right to refuse evaluation or treatment; the right to change psychotherapists or to receive a referral to another psychotherapist either within or outside the LAP staff; the right to choose a psychologist who best suits your needs; and the right to raise, at any time, any question about the LAP provider, the therapeutic approach and/or the progress of treatment.

You may give us written notice of your desire to revoke this *Services Agreement* at any time. Your request for revocation will be accepted by LAP except in the following situations: (1) If LAP staff member(s) have taken action in reliance on the agreement and (2) you have not satisfied financial obligations you have incurred with LAP.

Limit on Services LAP Provides

LAP staff will not provide written evaluations, reports, letters, or testify in court proceedings about a client's or WSBA staff member's mental health status, unless required to do so by law. LAP staff will not serve as expert witnesses on behalf of a client or WSBA staff member, nor will they intervene in any WSBA personnel matters. If you are currently involved in or anticipate being involved in any proceeding in which testimony about your mental health status and functioning may be involved, please let us know. We will provide you with appropriate professional referrals.

There may be situations in which LAP is not the most appropriate provider of mental health services for a particular lawyer. If this is the case, we will make referrals to individual professionals or community agencies that may be better suited to meet your needs.

Ethics and Professional Standards

As licensed mental health professionals, LAP staff members are accountable for their work. Each LAP staff member is licensed or certified in Washington State as a mental health care provider. A licensed clinical psychologist has a doctoral degree from an accredited university, supervised pre- and post- doctoral experience, and has passed a national written examination and an oral examination given by the Washington State Examining Board of Psychology. A Licensed Mental Health Counselor has at least a Masters degree from an accredited university, supervised pre- and post- graduate experience, and has passed a Washington State written examination. Should you feel your LAP provider has been unethical or unprofessional, please talk to that provider about it first. If you can't resolve your concerns with your LAP provider, you may contact the Department of Licensing at Mail Stop EY-21, Olympia, WA 98504. The phone number is (360) 753-2147.

Client Records

LAP maintains two types of records about you: *Clinical Records* and *Psychotherapy Notes*.

Clinical Records may include information about (1) your reasons for seeking LAP services; (2) a description of how the challenges you are facing are impacting your life; (3) your concerns/symptoms and diagnosis; (4) the goals you and your LAP provider have set for your treatment; (5) your progress towards those goals; (6) the past treatment records LAP staff may have received from other providers; (7) your treatment history; (8) reports of any professional consultations; (9) your billing records; and (10) copies of any reports that have been sent to anyone.

Psychotherapy Notes: LAP may also keep *Psychotherapy Notes* about you. These notes are for your LAP provider's own use and help to provide you with the best possible treatment. While *Psychotherapy Notes* vary from client to client, they may include the contents of conversations you have with your LAP provider which help to remind your provider about what has been discussed, your provider's analysis of those conversations and how your provider thinks certain issues may be impacting your therapy. They can also contain particularly sensitive information you may reveal to your provider. This information is **not** required to be included in your *Clinical Record*. *Psychotherapy Notes* are kept separate from your *Clinical Record*.

You may ask to see or even have a copy of your Clinical Record or your Psychotherapy Notes by submitting a writing request to LAP. Unless needed for immediate treatment, LAP may withhold your record until all fees have been paid. If you do request your record, please remember that because these are professional notes it is quite easy for people not trained in the delivery of clinical services to misinterpret them. In some cases, the information in the documents could seem upsetting to untrained readers. If you decide you want to have a copy of your records, LAP recommends you review them initially with your LAP provider because it gives you a chance to get immediate clarification. Reviewing your records with your LAP provider also provides you with an opportunity to ask questions about any item you may find confusing. If you like, you can have your LAP provider forward your records to another mental health professional so you can discuss the contents with them.

There are some rare situations which permit LAP to withhold your record from you. If LAP concludes that providing you with access to your *Clinical Record* or your *Psychotherapy Notes* could reasonably be expected to be injurious to you or to endanger your life or safety (or the life or safety of another person), LAP will not disclose or release the documents to you. For example, if someone else who could reasonably be identified in the record shared information in confidence with your LAP provider and if this information could lead to their endangerment, LAP would not disclose the record. If LAP declines your request for access to your records, you have the right to ask LAP to review or explain to you why LAP has decided to take this action. You may request that those records be sent to another psychologist to determine the appropriateness of

disclosure. Again, this is not a common circumstance, but be sure to talk directly with your LAP provider about this if you have questions or if you anticipate this will be a concern.

Confidentiality of Client Records and Policies and Practices to Protect the Privacy of Your Health Information

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides you with certain rights and protections for your *Protected Health Information (PHI)* 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 this carefully.

1. LAP may use or disclose your PHI for treatment, payment, and health care operations purposes without your consent.
 - “Treatment” is when LAP provides, coordinates or manages your health care and other services related to your mental 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 LAP obtains reimbursement from you for your mental health services.
 - “Health Care Operations” are activities that relate to LAP providing mental health services to you. Examples of health care operations are administrative services, case management and care coordination.
 - “Use” applies to activities within Lawyers’ Assistance Program such as sharing, employing, utilizing, examining, and analyzing information that identifies you.
 - “Disclosure” applies to activities outside of Lawyers’ Assistance Program, such as releasing, transferring, or providing access to information about you to other parties.

2. LAP 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 LAP is asked for information for purposes outside of treatment, payment and health care operations, LAP will obtain an *Authorization for Disclosure* from you before releasing this information. LAP will also need to obtain an authorization before releasing your Psychotherapy Notes, as described above. Psychotherapy 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 LAP has relied on that authorization.

3. There are some situations where LAP may be required to release information about you without your authorization or consent.

- In certain limited situations, Washington's *Uniform Health Care Act* permits LAP staff to confer with other health care providers who are providing health care services to you without a written release as a means of ensuring continuity of care.
- If you participate in sessions with two or more persons (for example, couples, families or groups), LAP cannot guarantee that others present will maintain the confidentiality of information you share.
- Washington State law may require disclosure of confidential information in dissolution of marriage proceedings involving custody or care of children.
- If LAP staff member(s) have reasonable cause to believe that you may be abusing, exploiting or neglecting a child under age 18, a developmentally disabled person, or an elderly person, a report must be made to the appropriate authorities;
- If you become a danger to others, LAP staff must protect the other person(s) and you by warning the other person(s) at risk and report the danger to the appropriate authorities
- If you become mentally ill and become unable to take care of your basic needs or become a danger to yourself and also refuse treatment, LAP staff must report your condition to the authorities;
- If you tell LAP staff that you are suffering from HIV-related illness and do not have a physician providing for your care and are not making your condition known to your IV drug-using or sexual partner(s), LAP staff must report this to the local health care officer;
- If the Washington Examining Board of Psychology subpoenas LAP staff as a part of its investigations, hearings or proceedings relating to the discipline, issuance or denial of licensure of state licensed psychologists, LAP staff must comply with its orders and disclose your relevant mental health information. LAP staff must also disclose information at the request of a coroner or state medical examiner
- If you are involved in a court proceeding and a request is made for information about the professional services that LAP staff have provided to you and the records thereof, such information is usually privileged under state law, and LAP staff will not release information without your written authorization or that of your legal representative. However, if a subpoena is served upon LAP staff and you have received proper notice, and you have not moved to quash the subpoena, LAP staff must disclose the requested information. Also, please note that 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.
- If you file a worker's compensation claim, with certain exceptions, LAP staff must make available, at any stage of the proceedings, all mental health information in LAP's possession which is 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
- If LAP staff have reason to believe that disclosure will avoid or minimize an imminent danger to the health or safety of the patient or any other individual, LAP staff may disclose information to the extent a recipient needs to know to any person, including law enforcement
- If you file a claim or complaint against LAP staff, said staff may disclose relevant information, including PHI as part of LAP staff's defense.

Client Rights Regarding Client Records

You have rights with regard to your records. You can:

- Request restrictions on certain uses and disclosure strict of protected health information about you. However, LAP is not required to agree to a restriction you request.
- Request that your LAP provider to amend your record. Lap does not have to agree to the amendment.
- Ask your LAP provider to include in your record any complaints you make about LAP policies and procedures.
- Ask your LAP provider to provide you with a list (“an accounting”) of how your LAP provider disclosed information you neither consented to nor specifically authorized.
- Request that no written records be kept, in which case the law requires only that records of your diagnosis, dates of your LAP services and the nature of treatment be maintained.
- 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 any necessary correspondence to another address.)
- 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 and denial process.

Agreement to Participate in Services

Your signature below indicates that you have read this Services Agreement and Privacy Notice and the attached handouts, that you understand it and agree to abide by its terms during your professional relationship with LAP. If you have any questions, please feel free to discuss them with your LAP provider prior to signing this Services Agreement. Your signature indicates you accept responsibility for payment of fees in accordance with these terms and conditions.

I hereby authorize (LAP provider’s name) _____ to provide psychotherapeutic services to
(Print your name) _____.

This agreement constitutes informed consent without exception.

Client Signature _____

Date _____

LAP Provider’s
Signature _____

Date _____



FEE AGREEMENT

1. There is no charge for the initial consultation. The fees cited immediately below will apply only after three free sessions have been utilized.

2. The sliding fee scale at the Lawyers Assistance Program is guided by your current estimated annual household income at the rates listed below. These are set fees for 50 minute sessions. Please check the appropriate box below and discuss your ability to pay with your LAP clinician.

- No income, support, or savings \$0
- \$30,000 or below \$20
- \$31,000 - \$50,000 \$40
- \$50,000 - \$70,000 \$60
- \$70,000 - \$90,000 \$80
- \$90,000 and above \$90

3. Other factors that can inform this decision include

- Number of Dependents.
- Outstanding Debt.
- Accumulated savings and equity.
- Support from members of your household.

Reason for adjusted fee: _____

We accept Aetna, Regence and Premera Blue Cross Insurance.

4. Please pay by cash or check. Make checks payable to WSBA. Give payment to your therapist at the **beginning** of each session. We can provide a receipt upon request.

5. Payment is due at each appointment.

6. Your financial circumstances may change during the course of our work together. Your fee is subject to negotiation if this occurs. Please initiate this discussion with your therapist.

7. **No shows:** Cancellations must be made 24 hours in advance. Failure to do so will result in a full charge for the missed session. Of course, unanticipated emergencies do occur and should be discussed with your therapist.

I agree to pay for the services I receive at LAP according to the schedule above:

Client Signature

Date

Clinician Signature

Date
