



Consent for Outpatient Mental Health

Welcome to Unified Counseling, PLLC. This document contains important information about our professional services and business policies. Please read it carefully and jot down any questions you might have so that you can discuss them with your therapist.

Client Rights

As a client of a Licensed Mental Health Counselor (LMHC), you have the following rights guaranteed by law:

1. The right to be treated with respect and dignity.
2. The right to choose and refuse care. (unless court ordered-RCW 71.05)
3. The right to be free of any sexual exploitation or harassment and to receive non-discriminatory treatment sensitive to race, culture, language, sex, age, status, national origin, disability, creed, socioeconomic status, marital status, sexual orientation and ability to pay.
4. The right to *confidentiality* [outlined in more detail below] as specified by relevant statutes (RCW 70.02, 71.05, 71.34). Other releases of confidentiality are per the client's request and under the client's control. (RCWs are available to client at client's request) Exceptions to confidentiality:
 - a. When there is a reasonable concern that harm may come to you or others.
 - b. To warn a potential victim.
 - c. If safety to child, person with disabilities, or elderly are thought to be at risk.
 - d. To your insurance company or funding service; following their regular procedures.
 - e. When a court of law subpoenas information shared by you with your counselor.
 - f. To law enforcement or public health officials as per law (e.g. AIDS Omnibus Legislation).
 - g. Supervision of therapist (supervisor/consultant held by same confidentiality laws)
5. The right to review the "Professional Disclosure Statement".
6. The right to be fully informed regarding fees to be charged and methods of payment.
7. The right to review treatment records in consultation with your therapist.
8. The right to receive information on local advocacy organization and the right to lodge a grievance or file a complaint to the Department of Health in Olympia, WA (<https://www.doh.wa.gov/>)



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The Therapeutic Process

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and patient, and the particular problems you hope to address. There are many different methods your therapist may use to deal with those problems. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things that are discussed both during our sessions and at home.

Psychotherapy can have benefits and risks. Because 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 benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, the therapist will be able to offer you some first impressions of what your 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 about whether you feel comfortable working with your therapist. At the end of the evaluation, the therapist will notify you if they believe that they are not the right therapist for you and, if so, give you referrals to other practitioners whom they believe are better suited to help you.

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about these procedures, you should discuss them with your therapist whenever they arise. If your doubts persist, your therapist will be happy to help you set up a meeting with another mental health professional for a second opinion.

Treatment Plans

Within a reasonable period of time after the initiation of treatment, your therapist will discuss with you his/her working understanding of the problem, treatment plan, therapeutic objectives, and their view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, Your therapist's expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

Termination

As set forth above, after the first couple of meetings, your therapist will assess if they believe they can be of benefit to you. Our therapists does not work with clients who, in their opinion, they cannot help. In such a case, if appropriate, your therapist will give you referrals you can contact. If at any point during psychotherapy Your therapist either assesses that they are not effective in helping you reach the therapeutic goals or perceived you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, they will discuss with you the termination of treatment and conduct pre-termination counseling.



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In such a case, if appropriate and/or necessary, they would give you a couple of referrals that may be of help to you. If you request and authorize it in writing, your therapist will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, they will give you a couple of referrals that you may want to contact, and with your written consent, your therapist will provide her or him with the essential information needed. You have the right to terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, your therapist will provide you with names of other qualified professionals whose services you might prefer.

Confidentiality [for individuals 13 years or older; for individuals 12 and under, there is an additional consent]

In general, the privacy of all communications between an individual and their therapist is protected by law, and the therapist can only release information about our work to others with the client's written permission. However, there are a few exceptions.

In most legal proceedings, the client has the right to prevent the therapist from providing any information about your treatment. In some legal proceedings, a judge may order a therapist's testimony if he/she determines that the issues demand it, and your therapist must comply with that court order.

There are some situations in which the therapist is legally obligated to take action to protect others from harm, even if the therapist has to reveal some information about a client's treatment. For example, if the therapist believes that a child is being abused or has been abused, the therapist must make a report to the appropriate state agency.

If the therapist believes that a patient is threatening serious bodily harm to another, the therapist is required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the patient threatens to harm himself/herself, the therapist may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

Appointments

Our therapists provide multiple avenues to schedule and communicate about appointments. Texting, calling, email or SimplePractice portal are ways you can get in touch with your therapist. Our therapists operate on a recurring schedule, meaning our therapists tend to schedule appointments for the same day and time for each session in order to reduce scheduling difficulties and help you maintain progress towards your goals.

We understand that things come up and you may need to reschedule or cancel your appointment. Cancellations need to occur within 24 hours before your scheduled session. Cancellations with less than 24 hour notice will result in a cancellation fee of the full session rate charged to the card on file.

After Hours Communication & Emergency/Crisis Procedures

Our therapists have business cell phone lines and email for your convenience. Phone calls beyond 20 minutes are considered a Telehealth session. This means that depending on your financial agreement with Unified Counseling, PLLC, a bill will be sent to your insurance or the card on file will be charged for the session.

Our therapists are not available 24 hours a day. If an emergency situation arises and you need immediate assistance, please call 911 or the King County Crisis Line at 206-461-3222 or 866-4-CRISIS.



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If you choose to also call your therapist, please indicate the emergency situation clearly in your message. Please do not email regarding emergencies.

If there is an emergency during therapy, or in the future after termination, where your therapist becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, the therapist will do whatever they can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive proper medical care. For this purpose, they may also contact the person whose name you have provided on your intake sheet..

Payment

Payment is due at the beginning of session. Unified Counseling asks that each client store a credit card on file to charge for sessions [more detailed information in "Financial Agreement" form]. Checks are not accepted at this time. Unified Counseling, PLLC has the following fee structure:

Initial Assessments

| | |
|--|-------|
| Child (12 yrs and younger; 60-90 minutes) | \$200 |
| Adolescent/Adult (13 yrs and older; 60-90 minutes) | \$200 |
| Substance use (120 minutes) | \$250 |

Session Rates

| | |
|--|-------|
| 45-minute individual psychotherapy session | \$125 |
| 55-minute individual psychotherapy session | \$140 |
| Parent/family without client, psychotherapy session | \$140 |
| Adult/adolescent individual , with a support person | \$165 |
| Couples psychotherapy session (55 minutes) | \$165 |
| Family psychotherapy session (55 minutes) | \$175 |

Administrative Fees

| | |
|---|---------------------------------------|
| Re-billed insurance claims (secondary insurance, corrected claims, etc.) | \$5 per claim |
| Professional letter, treatment summaries, etc. | \$100 per document |
| Requested appearances (court, IEP meetings, etc.) | \$140 per hour, including travel time |



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Electronic communication/telehealth

The different HIPAA-compliant modes that you may electronically communicate with your therapist are email, texting and calling (through GSuite with signed BAA) fax (with encrypted efax.com with signed BAA) or video call (with Telehealth by SimplePractice with signed BAA). It is very important to be aware that computers, cell phones and tablets as well as unencrypted email, texts, and faxes communication (which are part of the clinical records) can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, texts, and faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them. While Unified Counseling, PLLC uses secure platforms to ensure your confidentiality. It is always a possibility that faxes, texts, and email can be sent erroneously to the wrong address and computers. Unified Counseling, PLLC therapist's devices are equipped with a firewall, virus protection and password, and all confidential information is backed up on a regular basis. Please notify your therapist if you decide to avoid or limit, in any way, the use of email, texts, cell phone calls, phone messages, or faxes. If you communicate confidential or private information via unencrypted email, texts, fax or via phone messages, our therapists will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and she will honor your desire to communicate on such matters. Please do not use texts, email, voice mail, or faxes for emergencies.

Possible benefits of telehealth. The benefits of telehealth may include, but are not limited to: finding a greater ability to express thoughts and emotions; transportation and travel difficulties are avoided; time constraints are minimized; there may be a greater opportunity to prepare in advance for therapy sessions; and telehealth allows for increased accessibility to your therapist. In general, your therapist will be available by telehealth Monday through Friday from 9:00am to 4:00pm (PST) and you can expect for your therapist to respond within 2 business days. Your therapist may specify differently, as needed.

Possible risks of telehealth. The risks of telehealth may include, but are not limited to: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; the electronic storage of my medical information could be accessed by unauthorized persons; and/or your insurance may not cover telehealth services the same way it covers in-office services.

Additional procedures for telehealth. In the event that technology or equipment fails (e.g. the call is dropped, etc.), unless otherwise arranged, your therapist will reach out to you by telephone twice in an attempt to reach you. If you do not respond after two calls, the therapist will assume that you are no longer available and will end the session if they reasonably believe that you are safe. Your therapist may also need to take extra steps (asking for a code word or arranging specific time to talk) to verify your identity if they cannot be reasonably sure that they are communicating with you.

Social networking

Therapists at Unified Counseling do not accept friend requests from current or former clients on social networking sites, such as Facebook because adding clients as friends on our personal sites and/or communicating via such sites can compromise your privacy and confidentiality. For this same reason, we ask that clients not communicate with their therapists via any interactive or social networking web sites.



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Professional consultation

The therapist may occasionally find it helpful to consult other professionals about a case. During a consultation, the therapist will make every effort to avoid revealing the identity of the client. The consultant is also legally bound to keep the information confidential. Typically, the therapist will not notify a client of a consultation unless the therapist deems it important to share for treatment. The Unified Counseling therapist is open to discuss these issues with the client and provide clarification when possible. However, if the client needs specific clarification or advice the therapist is unable to provide, formal legal advice may be needed, as the laws governing confidentiality are quite complex. If you request, your therapist will provide you with relevant portions or summaries of the state laws regarding these issues.

Billing & Payments

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when such services are requested. In circumstances of unusual financial hardship, your therapist may be willing to negotiate a fee adjustment or payment installment plan.

Credit Card on File

Unified Counseling requires a credit card on file for client convenience and will be used to pay session fees after each session. In the event that there is a no-show/no-call and/or cancellation within less than 24 hours, your full session fee will be charged.

Unified Counseling will keep a scanned copy of your card securely stored in your client file for the duration of your therapy, or until you notify Unified Counseling with any changes in writing (email info@unifiedbh.org or mail to PO Box 3, Duvall, WA 98019).

Insurance

If you choose to use insurance benefits, you authorize Unified Counseling to verify your benefits* and to securely store a copy of the back and front of your insurance card in your client file. Ultimately, it is your responsibility to verify the specifics of your coverage. *Benefits verification is not a guarantee of coverage.

Due to the rising costs of healthcare, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. Though a lot can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. Some managed-care plans will not allow me to provide services to you once your benefits end. If this is the case, I will try to assist you in finding another provider who will help you continue your psychotherapy.

You should also be aware that most insurance companies require that I provide them with your clinical diagnosis. Not all issues/conditions/problems, which are dealt with in psychotherapy, are reimbursed by insurance companies. Sometimes I have to provide additional clinical information such as treatment plans, progress notes or summaries, or copies of the entire record (in rare cases). This information will become part of the insurance company files. Though all insurance companies claim to keep such information confidential, I have no control over what they do



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with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any records I submit, if you request it. You understand that, by using your insurance, you authorize me to release such information to your insurance company.

Once we have all of 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 our sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by the insurance contract].

In the event that your insurance is cancelled, remitted or otherwise does not pay for the service (even after verification) *within 90 days of the session*, the client (or guardian) will be responsible for the full session fee. Your therapist will contact you if such changes occur, so you can plan payments accordingly. In these situations, Your therapist will not automatically charge your card on file before talking to you.

Please notify your therapist if any problems arise during the course of therapy regarding your ability to make timely payments. If your account is overdue (unpaid) and there is no written agreement on a payment plan, Unified Counseling can use legal or other means (courts, collection agencies, etc.) to obtain payment.

Litigation

Sometimes clients become involved in litigation while they are in therapy or after therapy has been completed and want their records disclosed to the legal system. Due to the nature of the psychotherapeutic process and the fact that it often involves making a full disclosure with regard to many matters, clients' records are generally confidential and private in nature. Clients should know that very serious consequences can result from disclosing therapy records to the legal system. Such disclosures may negatively affect the outcome of custody disputes or other legal matters and may negatively affect the therapeutic relationship. If the client or the opposing attorney is considering requesting a Unified Counseling, PLLC therapists' disclosure of the records, the therapist will do their best to discuss with the client the risks and benefits of doing so. As noted in this document, the client has the right to review their own psychotherapy records anytime.

Mediation & arbitration

All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall preferably first be referred to mediation before the initiation of arbitration or litigation. The mediator shall be a neutral third party chosen by agreement of Unified Counseling, PLLC and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful or not an agreed-upon option, any unresolved controversy related to this agreement should preferably be submitted to and settled by binding arbitration, in accordance with the rules of the American Arbitration Association which are in effect at the time the request for arbitration is filed. Please, note that neither mediation nor arbitration is mandatory. In the event that the client's account is overdue (unpaid) and there is no agreement on a payment plan, Unified Counseling, PLLC can use legal means (court, collection agency, etc.) to seek payment. If there is arbitration, the prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum. In the case of a court case, the court will determine the sum.



HIPAA Privacy Practice Notice

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

Unified Counseling respects your privacy. We understand that your personal health information is very sensitive. We will not disclose your information to others unless you tell us to do so, or unless the law authorizes or requires us to do so.

The law protects the privacy of the health information we create and obtain in providing health care and services to you. For example, your protected health information includes your symptoms, test results, diagnoses, treatment, health information from other providers, and billing and payment information relating to these services. Federal and state law allows us to use and disclose your protected health information for purposes of treatment and health care operations to others. State law requires us to get your authorization to disclose this information for payment purposes.

Examples of Use and Disclosures of Protected Health Information for Treatment, Payment, and Health Operations

1) For treatment:

Information obtained by a nurse, physician, or other member of our health care team will be recorded in your medical record and used to help decide what care may be right for you. Your health care information may be shared with other departments and disciplines within Sea Mar in order to facilitate coordination and integration of the care provided to you. We may also provide information to others providing you care. This is intended to help them stay informed about your care.

2) For payment:

When we request payment from your health insurance plan. Health plans need information from us about your medical care and the information we may provide to your health plans may include your diagnoses, the procedures performed and/or the recommended care.

3) For health care operations:

- We use your medical records to assess quality and improve services.
- We may use and disclose medical records to review the qualifications and performance of our health care providers and to train our staff.
- We may contact you to remind you about appointments and give you information about treatment alternatives or other health-related benefits and services.
- We may contact you to raise funds.
- We may use and disclose your information to conduct or arrange for services, including:
 - medical quality review by your health plan;
 - accounting, legal, risk management, and insurance services;
 - audit functions, including fraud and abuse detection and compliance programs.

Your Health Information Rights



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The health and billing records we create and store are the property of the practice/health care facility. The protected health information in it, however, generally belongs to you.

You have a right to:

- Receive, read, and ask questions about this Notice;
- Ask us to restrict certain uses and disclosures. You must deliver this request in writing to us. We are not required to grant the request. But we will comply with any request granted;
- Request and receive from us a paper copy of the most current Notice of Privacy Practices for Protected Health Information ("Notice");
- Request that you be allowed to see and get a copy of your protected health information. You may make this request in writing. We have a form available for this type of request.
- Have us review a denial of access to your health information—except in certain circumstances;
- Ask us to change your health information. You may give us this request in writing. You may write a statement of disagreement if your request is denied. It will be stored in your medical record, and included with any release of your records.
- When you request, we will give you a list of disclosures of your health information. The list will not include disclosures to third-party payors. You may receive this information without charge once every 12 months. We will notify you of the cost involved if you request this information more than once in 12 months.
- Ask that your health information be given to you by another means or at another location. Please sign, date, and give us your request in writing.
- Cancel prior authorizations to use or disclose health information by giving us a written revocation. Your revocation does not affect information that has already been released. It also does not affect any action taken before we have it. Sometimes, you cannot cancel an authorization if its purpose was to obtain insurance.

For help with these rights at this site, during normal business hours, please contact:

Kara Komarzec (425-224-5438) or Marykate Tihinen (425-224-5439)

Our Responsibilities

We are required to:

- Keep your protected health information private;
- Give you this Notice;
- Follow the terms of this Notice.

We have the right to change our practices regarding the protected health information we maintain. If we make changes, we will update this Notice. You may receive the most recent copy of this Notice by calling 425-224-6123 and asking for it or by visiting our office to pick one up.

To Ask for Help or Complain:

If you have questions, want more information, or want to report a problem about the handling of your protected health information, you may contact:

Kara Komarzec (425-224-5438) or Marykate Tihinen (425-224-5439)



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If you believe your privacy rights have been violated, you may discuss your concerns with any staff member. You may also deliver a written complaint to Kara Komarzec (425-224-5438) or Marykate Tihinen (425-224-5439); PO Box 3, Duvall, WA 98019. You may also file a complaint with the U.S. Secretary of Health and Human Services. We respect your right to file a complaint with us or with the U.S. Secretary of Health and Human Services. If you complain, we will not retaliate against you.

Notification of Family and Others:

Unless you object, we may release health information about you to a friend or family member who is involved in your medical care. We may also give information to someone who helps pay for your care. We may tell your family or friends your condition and that you are in a hospital. In addition, we may disclose health information about you to assist in disaster relief efforts.

We may use and disclose your protected health information without your authorization as follows:

- With Medical Researchers—if the research has been approved and has policies to protect the privacy of your health information. We may also share information with medical researchers preparing to conduct a research project.
- To Funeral Directors/Coroners consistent with applicable law to allow them to carry out their duties.
- To Organ Procurement Organizations (tissue donation and transplant) or persons who obtain, store, or transplant organs.
- To the Food and Drug Administration (FDA) relating to problems with food, supplements, and products.
- To Comply With Workers' Compensation Laws—if you make a workers' compensation claim.
- For Public Health and Safety Purposes as Allowed or Required by Law:
 - to prevent or reduce a serious, immediate threat to the health or safety of a person or the public;
 - to public health or legal authorities; to protect public health and safety;
 - to prevent or control disease, injury, or disability;
 - to report vital statistics such as births or deaths.
- To Report Suspected Abuse or Neglect to public authorities.
- To Correctional Institutions if you are in jail or prison, as necessary for your health and the health and safety of others.
- For Law Enforcement Purposes such as when we receive a subpoena, court order, or other legal process, or you are the victim of a crime.
- For Health and Safety Oversight Activities. For example, we may share health information with the Department of Health.
- For Disaster Relief Purposes. For example, we may share health information with disaster relief agencies to assist in notification of your condition to family or others.
- For Work-Related Conditions That Could Affect Employee Health. For example, an employer may ask us to assess health risks on a job site.
- To the Military Authorities of U.S. and Foreign Military Personnel. For example, the law may require us to provide information necessary to a military mission.
- In the Course of Judicial/Administrative Proceedings at your request, or as directed by a subpoena or court order.
- For Specialized Government Functions. For example, we may share information for national security purposes.



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Other Uses and Disclosures of Protected Health Information:

Uses and disclosures not in this Notice will be made only as allowed or required by law or with your written authorization.



Care Agreement

By signing this Care Agreement, I acknowledge that:

I have read, understood, and been sent or offered a copy of my counselor's *Professional Disclosure Statement* (v2.0).

I have read, understand, and agree to the terms and conditions of the *Consent for Outpatient Mental Health* (v3.0) and been sent or offered a copy.

I have read, understand, and agree to the terms and conditions of the *HIPAA Privacy Practices Notice* (v2.0) and been sent or offered a copy.

I agree to pay the full session rates if I no-show or cancel my appointment with less than 24 hours notice.

I have been given appropriate opportunity to address any questions or request clarification for anything that is unclear to me.

I am voluntarily agreeing to receive mental health assessment, treatment and services and understand I may stop such treatment or services at any time.

I authorize Unified Counseling to securely store my credit card ending in _____ in my client file and charge it for session fees. If another arrangement has been made, note here:

Indicate financial agreement:

☐ I agree to the session rates as outlined in the *Consent for Outpatient Mental Health* (v3.0)

☐ I agree to pay my co-pay of \$_____, if insurance is denied or otherwise does not pay, I understand I will be responsible for the remainder of the cost.

☐ If another arrangement has been made, note here:

I would like to receive appointment reminders 48 hours prior to appointment

(Please initial all that apply) _____ No _____ Yes, email _____ Yes, text message _____ Yes, automated call

Client name (printed)

Client signature/ legal guardian if under 13

Date

If applicable, legal guardian name (printed)

Clinician name (printed)

Clinician signature

Date