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Informed Consent Agreement / Contract for Services

Welcome to my practice. I look forward to working with you. This document contains important information about my professional services and business policies. Please read it carefully and feel free to ask any questions you may have so that we can discuss them. When you sign this document, it will represent a contractual agreement between us.

Counseling Services

As a Licensed Independent Clinical Social Worker. I provide counseling services to adults, couples and families. I sometimes offer time-limited groups and workshops. I have been in practice for over thirty years and have accumulated an extensive clinical toolkit which includes cognitive behavioral therapies, gestalt and experiential therapies as well as somatic and mindfulness-based therapies. I will individualize my approach to each person based on clinical judgment and individual client needs and preferences.

My clinical work with adults (18 and older) focuses on issues of anxiety, depression, trauma, addiction, codependency, chronic illness, and grief. I also help the people make peace with issues of the past, build coping skills for stress, maximize their personal and career potential, and make difficult life transitions with as much grace and awareness as possible. I work with couples using Emotionally Focused Therapy to address relationship problems, family conflict, communication skills, and parenting decisions.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and the client, as well as the particular problems which the client brings. My approach to treatment is *evidence-based* and balances the support inherent in the therapy relationship with specific treatment interventions. For a successful outcome, therapy involves the client's work outside of sessions to implement changes in their daily lives.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings of 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, significant

reductions in feelings of distress, and improved emotion regulation. But there are no guarantees of what you will experience. Our first or two will involve an assessment of your needs. I will be able to offer you some first impressions of what our work will include and suggest a treatment plan. You should evaluate this information along with your own sense of comfort in working with me.

Therapy involves a large commitment of time, money, and energy, so it's important to be careful about the therapist you select. Please feel free to ask questions because you should also be evaluating how comfortable you are with the direction we are taking. If your doubts persist, or if I find that I am not able to meet your clinical needs, I will be happy to refer you to another mental health professional to assist you with your goals.

I usually schedule sessions for 55 minutes duration, once per week at a time we agree on, although some sessions may be longer or more frequent in the beginning or as the need arises. I make every effort to begin and end sessions on time, and will not be able to extend the time of your session if you arrive late.

Education, Training, and Licensure

I have a Master's degree in clinical social work from New York University. I am a Licensed Independent Clinical Social Worker in the state of Washington. I have worked in mental health centers, schools, hospitals in addition to private practice. I am a field instructor for graduate students in social work and I provide clinical supervision for social workers seeking licensure. My resume is available for review if you desire.

Social Work licensure requires that social workers have passed a national examination, administered by the Association of Social Work Boards, which attests that social workers ae qualified to engage in the independent practice of clinical social work. The Department of Health manages Social Work licensure in the state of Washington. Inquiries and compalints can be addressed to them.

Professional Fees and Payments

Payment is due at the time that services are provided or upon receipt of your monthly statement

My fee for individual sessions is \$185 per 55 minute session.

My fee for couples sessions is \$195 per 55 minutes session. The correct ICD-10 code for couples therapy is Z63.0 for "Problems in relationship with spouse or partner." This code is rarely covered by insurance. You may call your insurance com[pany to clarify this.

Once an appointment hour is acheduled, you will be expected to pay for it unless yiou provide 48 hours (two business days: Monday to Fraidays – not including Saturdya for Sunday) advance notice of cancellation, or unless we both agree that you were unable to attend due to circumstances beyond your control. My late cancellation fee for missing an appointment is \$175. This cannot be billed to your insurance company.

All accounts must be paid in full within 30 days. If your payment is *not* received within 30 days of billing, you will be charged a 10% fee on the remaining balance. In circumstances of financial hardship, please talk to me about this as it may be possible to work out an installment payment plan.

Insurance - I submit bills to most insurance companies for whom I am a provider as a courtesy to you. When I am in-network for an insurance company, clients are responsible for any deductible amount that has not been met, and co-pay or coinsurance costs.

When I am not in-network for an insurance company, clients are responsible for the portion of my fees that are not covered. For example, I might be paid 60% as an out-of-network provider, but clients are responsible for the rest of their bill. I recommend that clients call their insurance companies before beginning therapy to be sure they know what their out-of-pocket expenses are.

Client Rights

Clients have the right to change therapists or receive a referral to another therapist. Clients have a right to ask questions concerning the findings of their evaluation and treatment, and the right to raise questions about the therapist, the treatment approach, and progress made at any time.

Confidentiality

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

<u>Harm to Self and Others</u> I am legally required to take action to prevent others from harm, even though that requires revealing some information about a client's treatment. If I suspect a child, elderly person, or a disabled person is being abused, I must report this to the appropriate agency.

If I believe that a client is threatening serious bodily harm to another person, I am required by law to take protective action, which may include notifying the potential victim, notifying the police, or seeking the appropriate hospital treatment. If a client threatens to harm him or herself I may be required to seek hospitalization for the client, or contact family members or others who can provide protection. These situations rarely arise in my practice. Should they occur, I will make every effort to fully discuss them with you before taking action.

<u>Professional Consultation</u> - Medical consultations may be requested as part of your treatment. In this situation, I may formally ask your permission to consult with your primary care physician.

Office Procedures

<u>Phone Calls</u>- I work Monday through Friday from 9 am to 6 pm. Most of the time I am with clients and unable to receive phone calls, however, phone messages can be left on my

confidential voice mail 24 hours of the day (206-319-5879). I return calls Monday through Friday and will make every effort to return your call within 24 hours.

If you need to speak to a mental health professional and feel that you cannot wait until my return call, please call the King County Crisis Line at 206-461-3222.

In the event of an emergency, do not wait to reach me. Call 911 or go to the nearest hospital emergency room.

Health Insurance Portability and Accountability Act (HIPAA)

This refers to a federal law that provides protection and patient rights in regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care. HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of Protected Health Information (PHI) for treatment, payment, and health care operations. The law requires that I obtain your signed signature acknowledging that I have provided you these disclosures at the end of this session. A description of the circumstances in which I may disclose information is provided for you. Please review it carefully so you understand fully what confidentiality does and does not mean in therapy. I am happy to discuss any of these rights with you.

Notice of Privacy Practices

With your signature on the Authorization form that I provide, I may disclose information in the following situations.

- Consultation with other health and mental health professionals
- Disclosures required by health insurers
- Disclosures required in collecting overdue fees. If your account has not been paid for more than 90 days and arrangements have not been agreed upon, I have the option of using legal means (small claims court) to secure payment. This requires me to disclose otherwise confidential information. If legal action is necessary, costs are included in the claim.
- Court Proceedings (discussed elsewhere in this Agreement)
- Government Agency requests for information in health oversight activities
- Patient-initiated complaint or lawsuit against me. (I may disclose relevant information regarding that patient to defend myself.)
- Patient-initiated worker's compensation claim and the services I am providing that are relevant to the injury for which the claim was made. I must, upon request, provide a copy of the patient's record to the patient's employer and the Department of Labor and Industries.
- If I have reasonable cause to believe a child has suffered abuse or neglect.
- 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 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 there is imminent danger to the health or safety of the patient or any individual.

Expanded Clinical Records Rights

HIPAA provides you with several new or expanded rights with regards to your clinical records and disclosures of protected health information. These rights include:

- Requesting restrictions on what information from your clinical records is disclosed to others
- Requesting an accounting of most disclosures of protected health information that you have neither consented or authorized
- Determining the location to which protected information disclosures are sent.
- Having any complaints you make about my policies and procedures recorded in your records.
- The right to a paper copy of your signed Agreement, the attached Notice form, and my privacy policies and procedures

Acknowledgement Signature

Your signature below indicates that you have read this Informed Consent Agreement and had an opportunity to ask any questions you might have. It also serves as acknowledgement that you have received the HIPAA notice in this document. Once you have signed this page, your signature signifies that you understand your rights and responsibilities in therapy and it constitutes your agreement to the terms described in the Informed Consent Agreement.

I have read the above policies on confidentiality, patient's rights, billing and insurance procedures and have had the opportunity to ask questions. I give permission for evaluation and treatment for myself.

Signature

Printed Name

Date

Based on the new HIPAA Guidelines I am including the following information about the use of cell phones and emails for communication. Please know that I will take every precaution to be careful with my cell phone and computer. However, it is important that you know the potential risks involved with confidentiality using these devices.

<u>Mobile Phone Communication</u>. Please note that if we communicate via my mobile phone by voice or text, your phone number will be stored in the phone's memory for a period of time and therefore if my mobile phone is lost or stolen, it is theoretically possible that your contact information might be accessed. Note that my mobile phone is password and thumbprint protected. <u>Email Communication</u>. If you elect to communicate with me by email, please be aware that email is not completely confidential. All emails are retained in the logs of your and/ or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be considered part of your treatment record. Please be aware that I regularly access email communications via my password-protected mobile phone. It is theoretically possible that if my mobile phone is lost or stolen and the password is somehow circumvented our email communications could be accessed.

If there is a reason for billing or other Protected Health Information to be sent to you via email, I will use an email service that is HIPAA-compliant with built-in encryption. Currently, my email service is called "<u>Hush Mail</u>" and it will require you to enter a code that is privately known to you in order to read the email.

By signing below, I am giving consent for communications via:

Email:

Phone:

Signature:	Signature:
Printed Name:	Printed Name:
Date:	Date:

I, Kathleen Elias, LICSW, have met with this client for a suitable period of time, and have informed him or her of the issues and points raised in this statement of introduction to my therapy practice. I have responded to all of his or her questions. I believe this person fully understands the issues, and I find no reason to believe this person is not fully competent to give informed consent to treatment. I agree to enter into therapy with the client, as shown by my signature here.

Kathleen Elias, LICSW

Date