

2022 Therapist Disclosure, Informed Consent, Practice and Privacy Policies

Emerging Strengths Therapeutic Services PLLC
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Emerging Strengths
Therapeutic Services, PLLC



A WASHINGTON SERVICE PROVIDER

Kathryn Willis, MS, LMHC, CCTP is the sole therapist providing services through Emerging Strengths Therapeutic Services PLLC at this time. Kathryn Willis holds a mental health counseling license LH61169771 in the state of Washington, and is a Certified Clinical Trauma Professional through Evergreen Certifications. This license allows for services to be provided to individuals physically located within the state of Washington. By signing this form, you are confirming that you, the client, agree to be physically located within the state of Washington for the duration of all services provided by Emerging Strengths Therapeutic Services PLLC.

THERAPIST DISCLOSURE

In accordance with Washington State Law (WAC 246-809-035, 246-809-710) which requires licensed mental health counselor and associates to disclose professional information, please review the following information about therapist, Kathryn Willis:

1. I am a Licensed Mental Health Counselor. My Washington State License number is LH61169771.
2. I am a Certified Clinical Trauma Professional through Evergreen Certifications.
3. Education: I have a Bachelor of Arts in Psychology with a minor in Social Work from Texas State University (2013). I have a Master of Science in Professional Counseling from Grand Canyon University (2018). I have a post-master's certificate in General Family Therapy from Northcentral University (2020).
4. Training and Experience: I have eight years of experience in early childhood development through work as a nanny, daycare assistant, coach and dance teacher. I have three years of experience as a family-based caseworker for Child Protective Services in Bexar County, Texas, including work with families in their home to meet basic needs, connecting them with resources that promote healthy family dynamics, mental health and lifestyle, and extensive partnership with the social and justice systems of that area. I gained 9 months of experience as a mental health counseling intern and therapist in 2017-2018, and worked as an Associate level therapist from 2018-2021 before becoming independently licensed. I enjoy working with individual children, adolescents and adults, families, couples and groups in therapeutic settings which include telehealth, office settings and community based settings such as schools.
5. Types of Services Provided: Individual, Family and Couple's.
6. Methods and Techniques Used: Work based in Systems and Family Systems theories, Strengths-Based approach, Person/Family-Centered approach, Solution-Focused Therapy, Social Skills training, Cognitive Behavioral Therapy (CBT) and Trauma-Focused CBT, Emotionally Focused Therapy (EFT), Narrative Therapy, Creative Expressive Therapy, and Motivational Interviewing.
7. Billing Practices/Information: I currently accept Private Pay only, via most major credit cards. All payments are securely made through the client portal.

RISKS AND BENEFITS OF THE THERAPEUTIC ALLIANCE

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Please read and indicate that you have reviewed this information and agree to it by providing your electronic signature at the end of this document. Please also feel free to discuss this information further by reaching out to your therapist.

You have taken a helpful step by deciding to seek therapy. The outcome of your treatment depends on many things, including your willingness to engage in this process, which may, at times, be uncomfortable. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings and can also promote opportunities to create the change you are hoping for. Emerging Strengths Therapeutic Services PLLC cannot promise that your behavior or circumstance will change. Instead, your therapist can support you and do her best to understand you, your worries and your strengths, and to help you clarify what it is that you want for yourself, and your path to get there.

It is important to disclose all relevant mental and physical health information that may impact your treatment with Emerging Strengths Therapeutic Services PLLC. In order to do so, it is important to sign a release of information so that all relevant medical records can be shared with your therapist. By signing this document, you are agreeing to the responsibility of providing physical and mental health background information to your therapist which includes requesting and signing the appropriate releases of information for collaboration by your therapist with other professionals you have been or will be working with.

Emerging Strengths Therapeutic Services PLLC provides mental and behavioral health services. While I am willing to collaborate with other professionals you are working with in order to contribute to a well-rounded multidisciplinary care program for you, it is ultimately up to you as the client to follow through with guidance provided by each of the unique individual professionals you are working with, and to be transparent with each professional about your progress and barriers in each service. By signing this consent form, you state your understanding that:

1. Emerging Strengths Therapeutic Services PLLC is not a medical entity and cannot prescribe medication,
2. your agreement that following through with guidance from medical professionals regarding your physical health and/or any medications you are taking is your responsibility, and not following through is done so at your own risk which Emerging Strengths Therapeutic Services PLLC cannot be held liable for,
3. and you agree to be transparent with your therapist about your health status, as this may affect which interventions are used in therapy.

PRIVACY AND EXCEPTIONS TO CONFIDENTIALITY

The session content and all relevant materials to your treatment will be held confidential unless you request in writing to have all or portions of such content released to a specifically named person/s and/or entity.

Limitations of such client held privilege of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. If the therapist has a reasonable suspicion that a client or other named individual is the perpetrator, observer of, or victim of physical, emotional or sexual abuse of children under the age of 18 years, per Chapter 26.44 RCW of Washington state law.

4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses, per Chapter 74.34 RCW of Washington state law.
5. Suspected neglect of the parties named in items #3, # 4 and #5.
6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.
8. For emergency purposes, which includes any unforeseen combination of circumstances or the resulting state that calls for immediate action, including an urgent need for assistance or any situation that threatens bodily, mental or emotional harm to any individual.

Simple Practice is the Electronic Health Records (EHR) system used to store all personal health information, notes, and details regarding your services. This is also the platform used to host secure messaging and video sessions. In accordance with HIPAA regulations, a Business Associate Agreement (BAA) exists between Emerging Strengths Therapeutic Services PLLC and Simple Practice. Other third parties Emerging Strengths has BAAs with include RingRx and GSuite. Emerging Strengths Therapeutic Services PLLC is not responsible for breaches of confidentiality of any third party venue, but will inform you of any breach that occurs to your personal health information brought to the attention of Emerging Strengths Therapeutic Services PLLC. Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name. In the event of your therapist becoming incapacitated or unexpectedly unable to fulfill therapeutic duties, professional executors have been appointed to access your personal information and records in order contact you, and inform you of the event, as well as to ensure continuation of your services. If you have questions about this, please do not hesitate to inquire further with your therapist.

If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office. Additional information regarding privacy practices are included later in this document.

PRACTICE POLICIES

RATES, APPOINTMENTS AND CANCELLATIONS

The standard meeting time for sessions is 45-50 minutes, and modified session times are available per the agreement between the client and therapist. The client and therapist will determine the frequency, length of time for sessions, and duration of services together based on the goals for the therapeutic experience. Currently, private pay via credit card through the client portal is the only accepted method of payment. In order to participate in services all clients must have an active credit card on file, which will be charged automatically within 24 hours of the scheduled session time. Please talk to your credit card company for information regarding service charges that may apply.

Clients who schedule a session are responsible for the full fee of that session unless they cancel the appointment more than 24 hours in advance. Clients can cancel their sessions via email, text or phone call to the therapist, or by cancelling the session on their own through the client portal. Sessions that do not require the full amount of time allotted for the session, or end early as a result of connection issues or technical difficulties on the client's end will still be charged for the full agreed upon amount. Sessions that end early as a result of the therapist's technical difficulties or loss of connection will be charged at a prorated fee based on the amount of time the session was successfully hosted by the therapist.

Current rates are as follows:

Individual half session (up to 25 minutes): \$60 per session

Individual, Family or Couple's full session (up to 50 minutes): \$120 per session

Individual, Family or Couple's extended session (up to 1 hour, 20 minutes): \$180 per session

Individual, Family or Couple's double session (up to 1 hour, 50 minutes): \$240 per session

Other session durations are available per the agreement between client and therapist.

For clients that came into services at a different rate, the agreed upon rate will be honored with an annual rate increase. Clients will be given advance notice of the rate increase prior to its implementation. A certain amount of client openings will remain reserved for clients who face financial barriers to care, and as a result, have become Open Path members in order to gain access to sliding scale rates. Rate caps of \$60 for individual sessions and \$80 for family and couple's sessions for all Open Path members will be honored during annual rate increases.

Superbills are autogenerated monthly, and available to the client through the client portal. If a client wishes to file their superbill with their insurance company to request reimbursement, this is the responsibility of the client to do so. Please note, that should an insurance company audit records kept by Emerging Strengths Therapeutic Services PLLC and deem them inadequate, insurance companies may reserve the right to revoke reimbursement, meaning the client will be required to repay all reimbursement to them from the insurance company for services through Emerging Strengths Therapeutic Services PLLC. Reach out to your insurance company for further details.

Please remember to cancel or reschedule sessions at least 24 hours in advance. Clients are responsible for the entire session fee if cancellation is less than 24 hours in advance of the session's scheduled start time. This is necessary because a time commitment is made to each client, and is held exclusively for that client until otherwise stated by the client. If late for a session, the client will lose some of that session time, but will remain responsible for the full session fee.

SPECIAL APPEARANCES

Emerging Strengths Therapeutic Services PLLC is happy to coordinate with clients for special appearance requests. This includes, but is not limited to providing court testimonies and other professional statements in person or via phone/video.

Rates for special appearances are as follows:

A base rate of \$150 will be charged for all special appearances regardless of the time commitment.

An additional \$150 per hour will be charged for the duration of the special appearance which includes: prep time (documents, preparing the testimony, etc.), travel time to and from in-person encounters, time dedicated to the appearance during which the therapist is not providing feedback (such as attending court hearings outside of the time allotted for the therapist testimony), and time in which the therapist is providing professional feedback (such as providing court testimony).

Rates for prep time will be charged on a weekly basis leading up to the special appearance. Rates for the special appearance itself will be charged within 24 hours of the appearance via autopay through the client portal.

Please make requests for in person and virtual special appearances as soon as possible, and at least four calendar weeks in advance. Please understand that if prior engagements have already been scheduled, the previously scheduled engagement will take precedence, and Emerging Strengths Therapeutic Services PLLC may not make the appearance. Therefore, please make requests for special appearances as far in advance as possible.

Clients are responsible for the fees associated with the entire requested duration of the special appearance and all prep time, etc. if cancellation is less than one calendar week in advance of the appearance's scheduled start time. If the client was charged for prep time, and subsequently cancels the appearance request at least one week prior to the scheduled appearance time, the client will not be charged for the appearance, and will not receive a refund for any prep time already charged.

Please note that you will need to complete a release of information for the special appearance. The therapist will not attend the special appearance without a signed release of information on file. If the signed release of information is not on file at the time of the appearance, the therapist will not attend, and the client will be responsible for the full fee associated with the requested duration of the appearance.

Emerging Strengths Therapeutic Services PLLC reserves the right to decline any in-person or virtual special appearance at the discretion of the therapist.

DOCUMENTS

Emerging Strengths Therapeutic Services PLLC is happy to coordinate with clients for certain document requests. Letters created on Emerging Strengths templates only, such as confirming participation in services, appointment confirmation letters, and letters briefly outlining recommendations for services, can be provided at no charge. Please make these letter requests at least 2 business days (Monday-Thursday) prior to the date they are needed.

Letters or documents other than those listed above, or that require templates or input from other sources, may require more time to be organized, and a rate of \$30, with an additional \$30 per half hour needed to complete such document requests will be charged. Please make all document requests at least 10 business days (Monday-Thursday) in advance of the time the documents are needed. Emerging Strengths Therapeutic Services PLLC will make every effort to provide requested documents in a timely manner with respect to research and other time and effort requirements necessary to produce a quality document. If your document will not be provided within the requested timeframe, you will be notified as soon as your therapist is aware of limitations.

Emerging Strengths Therapeutic Services PLLC does not provide any services or letters regarding emotional support animals or service animals. Thank you for your understanding.

VIDEO AND AUDIO RECORDINGS ARE PROHIBITED

RCW 9.73 mandates that it is unlawful to make audio and/or video recordings without the recorded explicit consent of all individuals being recorded. Due to the nature of our partnership, and the sensitivity of the information shared during our sessions, video and audio recordings, or recordings of any kind are completely prohibited. Failure to comply with this standard may result in legal ramifications, as well as a potential termination of the partnership due to liability and other worries. Written notes, however, are encouraged! The only exception to this is audio and/or video recording by the therapist with the explicit written and recorded consent of the client for training and/or supervision purposes.

RECORDING DEVICES

The Therapist's Devices

Emerging Strengths Therapeutic Services PLLC has a number of smart devices that have microphones, including a cell phone, laptop, and other devices that may be in the office at time of sessions. These devices generally have voice control turned off, and so are not recording. However, for any device (such as a smart speaker) that is voice controlled, recorded snippets of conversation may be sent to the device manufacturer.

The Client's Devices

If the client brings a smart device (such as a modern cell phone) into the room where client is at the time of

session, that device likely has the option of voice control built in. If voice control on the client's device is enabled, the microphone may be always on, and snippets of conversation may be recorded and sent to the device maker. If the client prefers not to take this risk, the client should disable voice control on all devices while in session.

SUBSTANCE USE POLICY

Due to the nature of therapy, the potential intensity of processing thoughts, feelings and behaviors brought to session, and the potential for substance use to skew decision making, Emerging Strengths Therapeutic Services PLLC reserves the right to end session early and/or contact the client's designated support network and/or contact local and community supports, including emergency medical services, in the event of the client attending session while appearing to be under the influence of any substance. If session ends early as a result of substance use, the client is still responsible for the cost of the scheduled session. Emerging Strengths Therapeutic Services PLLC agrees to make decisions with the best interest and safety of the client as the priority, and will involve others, such as the support network and other supports as needed in an effort to promote the client's safety and wellbeing. If substance use supports and services will benefit the client, the therapist agrees to make the applicable referrals.

TELE MENTAL HEALTH

The only method for services being offered at this time is telehealth, which includes services by phone or video. Benefits of telehealth services include convenience and accessibility. Risks may include, but are not limited to, the risks inherent to technology use, such as data being intercepted, technology user error, bugs, glitches, telecommunication service interruptions, others at the client's end of the conversation overhearing, and other risks that may apply to engaging in mental health services through telecommunication not explicitly listed. Clients are encouraged to ensure a quiet, private space for telehealth sessions. By signing this document and engaging in services through Emerging Strengths Therapeutic Services PLLC, the client accepts these risks included in accepting tele mental health services.

Clients should understand:

1. The client retains the option to withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which the client would otherwise be entitled.
2. All existing confidentiality protections are equally applicable.
3. Dissemination of any identifiable images or information from the teletherapy interaction to researchers or other entities shall not occur without the client's consent.
4. There are potential risks, consequences, and benefits of telehealth services. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs.
5. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex,

chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally to the therapist.

6. While research has generally been supportive of telehealth for the treatment of a variety of individual diagnoses, there is little research to date on the effectiveness of telehealth for couple- or family-based services, and as such, these services are best categorized as experimental in nature.

Due to the limitations to tele mental health, there are some situations which may prompt consideration of face-to-face services with a therapist instead of teletherapy. These situations include, but are not limited to

1. active suicidal and/or homicidal ideation, or suicidal and/or homicidal ideation within the last calendar year,
2. a history with suicidal and/or homicidal ideation and/or attempts in which the client has experienced suicidal and/or homicidal ideation and/or attempts more than once throughout their lifetime,
3. hospitalization of self or others in the last calendar year due to a psychiatric impairment of any kind,
4. a history of hospitalization due to psychiatric impairment in which the hospitalization of self or others due to the client's psychiatric impairment took place more than once throughout the client's lifetime,
5. a history of psychosis, hallucinations and/or delusions and/or other impairments to judgement that are unsafe or pose risk of harm to self or others in which such risks have resulted in the bodily harm to self or others at least once throughout their lifetime,
6. any situation in which a client has been formally or informally advised against tele mental health services in favor of face-to-face services by a medical provider or by any other professional in a multi-disciplinary team with which the client is participating in services,
7. any situation not listed here which poses risk of harm to the self or others by the client, having taken place at least once in the last calendar year,
8. inconsistent access to telecommunication including, but not limited to, inconsistent access to a working device on which telecommunication can take place, inconsistent access to a network on which online services can take place.

Emerging Strengths Therapeutic Services PLLC reserves the right to terminate services at any time if the above stated conditions, or other applicable risk factors are discovered at any point during services. If this takes place, the therapist will make every effort to communicate the worries and risks for continuing services via teletherapy to the client, and to partner with them to identify a more appropriate option for services in the client's community.

At the beginning of teletherapy services, the client will be asked to provide their current address, including apartment or unit number, where the client is physically located during the time of session. This information will be used in case of an emergency in which the therapist must call for emergency services to reach the client's physical location during or after the session. The client will also be asked to provide a phone number where the client can be reached during the time of session in case of a technical difficulty, or if the connection is lost during time of session. Due to the safety risk posed if the therapist does not have this information, the therapist has the right to end the session early if the client refuses or cannot provide such information. If this takes place, the client is still responsible for the full fee amount for the scheduled service.

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however, if Emerging Strengths is informed of a breach that affects your confidential information, you will be informed of the steps taken to rectify the situation.

EMERGENCIES AND RISK

If an emergency situation arises during or in between sessions, the client should call 911 or report to the nearest local emergency room. An emergency includes any unforeseen combination of circumstances or the resulting state that calls for immediate action, including an urgent need for assistance or any situation that threatens bodily, mental or emotional harm to any individual.

Teletherapy is not always beneficial for individuals experiencing high risk, including, but not limited to active suicide and/or homicidal ideation. If there is an immediate threat to safety, please stop this form and call 911, go to your nearest emergency room, or contact the National Suicide Prevention hotline at 1-800-273-8255. If an immediate threat to safety, or an emergency situation occurs during an active telehealth session, the therapist may end the session with the recommendation that the client immediately call 911 or report to the nearest emergency room. Emerging Strengths Therapeutic Services PLLC reserves the right to contact 911 or other emergency services, including, but not limited to the client's identified support network, on behalf of a client at any time, per the therapist's discretion.

In the event of an unplanned absence or emergency on the part of the therapist, whether due to injury, illness, death, or any other reason, Emerging Strengths Therapeutic Services PLLC has coordinated with two mental health professionals who are willing to inform the client of the therapist's status and ensure the client's continued care in accordance with individual needs. The client may request the names and credentials for these mental health professionals at any time throughout treatment. The client authorizes these designated mental health professionals to access treatment and financial records only in accordance with the terms agreed upon between these mental health professionals and Emerging Strengths Therapeutic Services PLLC, and only if the therapist experiences an event that has caused or is likely to cause a significant unplanned absence from practice.

ELECTRONIC COMMUNICATION

Emerging Strengths Therapeutic Services PLLC cannot ensure the confidentiality of any form of communication through electronic media, including email. If the client prefers to communicate via email for issues regarding scheduling or cancellations, the therapist will do so at the client's accepted risk. Please note, that when reaching out in between sessions, the therapist is often not immediately available. An effort to reply within 48 hours Monday-Thursday will be made. Messages left between 7pm PDT on Thursday and noon PDT on Monday will be answered as soon as possible Monday-Thursday.

Please do not use electronic communication methods to discuss therapeutic content and/or request assistance for emergencies.

MESSAGE ACCESSIBILITY

Secure messaging through the client portal is the best way to communicate in between sessions, as it is HIPAA compliant. Please note that leaving a voicemail, email and messaging through social media accounts are not considered secure modes of communication in compliance with HIPAA. By choosing to communicate in these ways, the client assumes the risk of a confidentiality breach.

Please note, that when reaching out in between sessions, the therapist is often not immediately available. An effort to reply within 48 hours Monday-Thursday will be made. Messages left between 7pm PDT on Thursday and noon PDT on Monday will be answered as soon as possible Monday-Thursday.

SOCIAL MEDIA AND TELECOMMUNICATION

Emerging Strengths Therapeutic Services PLLC / Kathryn Willis does not accept “friend” requests or similar connections with current or former clients, or their family members or friends, on social media. This is to protect the client's confidentiality and privacy, and to protect the boundaries of the therapeutic relationship.

Emerging Strengths Therapeutic Services PLLC has social media accounts for the purposes of sharing information about helpful resources, and clients are welcome to follow these accounts. If the client would like to “Like” Emerging Strength’s professional Facebook page or “Follow” Emerging Strengths on Twitter or Instagram, the client may do so at their own risk. This is not at any time a way to contact Emerging Strengths Therapeutic Services PLLC for therapy-related discussion, even in an emergency.

If the client would like Emerging Strengths to review the client's social media interactions as part of our therapeutic work, the client may print the material to PDF and upload to the client portal to review during session. Even if the social media accounts are public, Emerging Strengths will not examine them without the client's specific consent and direction.

Please note that any social media apps the client use may seek to connect the client with the therapist or with others connected with Emerging Strengths Therapeutic Services PLLC through a “people you may know” or similar feature. Emerging Strengths Therapeutic Services has no control over apps that may intrude on the privacy of the client's treatment in this way. If the client would like to minimize the risk of others becoming aware of the client's connection to Emerging Strengths Therapeutic Services PLLC, please make use of the privacy controls available on electronic devices. Turning off a social media app’s ability to know one's location, and refusing it access to one's email account and the contacts and history in one's phone, protect privacy and confidentiality of the client.

MINORS

According to RCW 71.34 of Washington state law, a minor who is 13 years or older may initiate an evaluation and treatment for outpatient treatment, or disengage without consent of their legal guardian. RCW 70.02.240 governs that outpatient treatment records of a minor will be kept confidential, except under certain circumstances including, but not limited to, active risk of harm to self or others by the client or by a source reported by the client to the therapist. As a mandatory reporter the therapist is required to report all reasonable suspicion of abuse and/or neglect to children or vulnerable individuals to the appropriate protective agencies and/or to law enforcement. For therapy to be effective, trust and consent are essential. For this reason, children and adolescents cannot be forced to participate. Clients willingly choose to share their thoughts, feelings, and behaviors within the therapeutic alliance, and if forced to do so outside of their own volition, this is a violation of their dignity and is likely to cause harm. For the same reasons, therapy should never be used as a punishment or consequence of unwanted behavior.

The goal of therapy is not to undermined or disrespect a parent's and/or guardian's role in their child's life. Instead, it is to provide a space for the child to process certain thoughts, feelings and behaviors that the child may not feel comfortable bringing to the parent and/or guardian yet. It is important for parents and/or guardians to understand that this may provide opportunity for the child to develop values that differ from their family. Family support in therapy is paramount, and it is the goal of Emerging Strengths Therapeutic Services PLLC to foster the strengthening of parent/guardian-child relationships when possible. This may involve parents and/or guardians supporting the space for minor clients to make progress at their own pace without attempting to exert control over the therapeutic process, as this may hinder openness to therapy on the part of the client, and hinder overall engagement and progress. It is understandable that parents and/or guardians may want to further discuss this, and so it is encouraged that they reach out to the therapist with any questions or worries. Additionally, parents and/or guardians can be referred for additional support options

when available, including individual and family therapy, books, articles, websites, parenting classes, support groups, and community resources.

TERMINATION

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. The therapist may terminate treatment after appropriate discussion with the client and a termination process if the therapist determines that the therapy is not the most beneficial treatment option for the client, that the therapy is not being effectively used, or if the client are in default on payment. The therapist will not terminate the therapeutic relationship without first attempting to discuss and explore the reasons and purpose of terminating with the client. If therapy is terminated for any reason or the client requests another therapist, the therapist will provide the client with a list of qualified therapists to treat the client. The client may also choose someone on their own or from another referral source.

Should an appointment not be scheduled or attended by the client for 30 days, unless other arrangements have been made in advance, for legal and ethical reasons, Emerging Strengths Therapeutic Services PLLC must consider the professional relationship discontinued. The client will receive a closure letter via the client portal. Unless otherwise discussed prior to termination of services, the client is welcome to re-enroll at any time, and will be required to complete paperwork the client may have already completed in prior enrollments, such as consent documents, releases of information, and other relevant paperwork.

Threats, Harassment and Intimidation

If the client engages in threats, harassment, or intimidation toward the therapist or others involved in the therapeutic alliance, this may be grounds for immediate termination of therapy. The client also grants permission for the therapist to share information about any threatening behavior with law enforcement and/or others as the therapist believes necessary to protect personal safety and that of others.

CLIENT BILL OF RIGHTS

As a client in therapy, you have the right to:

1. Request and receive full information about the therapist's professional capabilities including licensure, education, training, experience, professional association membership, specializations and limitations,
2. Have written information about fees, method of payment, insurance, number of sessions, substitutions and cancellation policies, before beginning therapy,
3. Receive respectful treatment that will be helpful to you in a safe environment free from sexual, physical, and emotional abuse,
4. Ask questions about your therapy,
5. Refuse to answer any question or disclose any information you choose not to reveal,
6. Request that the therapist inform you of your progress,
7. Know the limits of confidentiality and circumstances in which a therapist is legally required to disclose information to others,
8. Refuse a particular type of treatment or to end treatment without obligation or harassment,
9. Refuse electronic recording (but you may request if you wish, and the appropriate consent document will be provided to the client for written permission),
10. Request and receive a summary of your file, including the diagnosis, your progress and type of treatment,
11. Report unethical and illegal behavior by a therapist,
12. Receive a second opinion at any time about your therapy or therapist's methods,
13. Request the transfer of a copy of your file to any therapist or agency you choose.

THERAPIST LIABILITY

Emerging Strengths Therapeutic Services PLLC provides services to support the process in which individuals, families and couples pursue mental and behavioral health goals. The therapist will use skills, tools and knowledge developed throughout education and professional experience which can aid in the process of the client meeting their mental and behavioral health goals. The therapist is not liable for actions taken by any client which poses harm or risk of harm to self or others, including but not limited to suicide, homicide, self-harm, bodily injury or other actions which can be harmful to the client or others. By signing this document and entering into services with Emerging Strengths Therapeutic Services PLLC, you are agreeing that you and/or others will not take legal action against Emerging Strengths Therapeutic Services PLLC or the therapist in response to action taken by the client that poses harm or risk of harm to self or others, and you understand that others cannot take legal action against Emerging Strengths Therapeutic Services PLLC or the therapist on your behalf. The therapist will make every effort to promote the safety of the client by taking measures listed throughout this document, and by complying with duty to warn and reporting regulations outlined by the State of Washington, the Federal Government, and professional entities of which the therapist is a part, but is not liable for any threats or actions taken on the part of the client.

COMPLAINTS

If there is a conflict that can't be resolved in session and a complaint is to be made, a detailed list of unprofessional conduct is described on the Washington State Legislative page as follows: <http://apps.leg.wa.gov/RCW/default.aspx?cite=18.130.180> To learn how to file, contact the Washington State Dept of Health, 360-236-4700. The form can be printed from their website and mailed to the address below. <http://www.doh.wa.gov/LicensesPermitsandCertificates/FileComplaintAboutProviderorFacility/HealthProfessionsComplaintProcess>. Washington State Department of Health Systems Quality Assurance, Complaint Intake P.O. Box 47857 Olympia, WA 98504-7857.

NOTICE OF PRIVACY PRACTICES

Your privacy is very important to me. This notice describes how health information may be used and disclosed and how you can get access to this information. Please review this information carefully. In addition to exceptions to confidentiality described below, other rare instance where disclosure is required or allowed by law may apply.

I. **MY PLEDGE REGARDING HEALTH INFORMATION:**

As a client, you have a right to privacy, as defined by HIPAA regulations, which can be found at <https://www.hhs.gov/hipaa/for-individuals/index.html>. I understand that health information about you and your health care is personal. I am committed to protecting health information about you. I create a record of the care and services you receive from me. I need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by this mental health care practice. This notice will tell you about the ways in which I may use and disclose health information about you. I also describe your rights to the health information I keep about you and describe certain obligations I have regarding the use and disclosure of your health information. I am required by law to:

- Make sure that protected health information (“PHI”) that identifies you is kept private.
- Give you this notice of my legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- I can change the terms of this Notice, and such changes will apply to all information I have about you. The new Notice will be available upon request.

II. HOW I MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU:

The following categories describe different ways that I use and disclose health information. For each category of uses or disclosures I will explain what I mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways I am permitted to use and disclose information will fall within one of the categories.

For Treatment Payment, or Health Care Operations: Federal privacy rules (regulations) allow health care providers who have direct treatment relationship with the patient/client to use or disclose the patient/client's personal health information without the client's written authorization, to carry out the health care provider's own treatment, payment or health care operations. I may also disclose your protected health information for the treatment activities of any health care provider. This too can be done without your written authorization. For example, if a clinician were to consult with another licensed health care provider about your condition, we would be permitted to use and disclose your person health information, which is otherwise confidential, in order to assist the clinician in diagnosis and treatment of your mental health condition.

Disclosures for treatment purposes are not limited to the minimum necessary standard. Because therapists and other health care providers need access to the full record and/or full and complete information in order to provide quality care. The word "treatment" includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.

Lawsuits and Disputes: If you are involved in a lawsuit, I may disclose health information in response to a court or administrative order. I may also disclose health information about your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request so that you may try to obtain an order protecting the information requested.

III. CERTAIN USES AND DISCLOSURES REQUIRE YOUR AUTHORIZATION:

1. Psychotherapy Notes. I do keep "psychotherapy notes" as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:
 - For my use in treating you.
 - For my use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy.
 - For my use in defending myself in legal proceedings instituted by you.
 - For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA.
 - Required by law and the use or disclosure is limited to the requirements of such law.
 - Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
 - Required by a coroner who is performing duties authorized by law.
 - Required to help avert a serious threat to the health and safety of others.
 - Additional, rare instances where disclosure is required or allowed by law.
2. Marketing Purposes. As a psychotherapist, I will not use or disclose your PHI for marketing purposes.
3. Sale of PHI. As a psychotherapist, I will not sell your PHI in the regular course of my business.

IV. CERTAIN USES AND DISCLOSURES DO NOT REQUIRE YOUR AUTHORIZATION.

Subject to certain limitations in the law, I can use and disclose your PHI without your Authorization for the following reasons:

1. When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.
2. For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone's health or safety.
3. For health oversight activities, including audits and investigations.
4. For judicial and administrative proceedings, including responding to a court or administrative order, although my preference is to obtain an Authorization from you before doing so.
5. For law enforcement purposes, including reporting crimes occurring on my premises.
6. To coroners or medical examiners, when such individuals are performing duties authorized by law.
7. For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.
8. Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counter-intelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.
9. For workers' compensation purposes. Although my preference is to obtain an Authorization from you, I may provide your PHI in order to comply with workers' compensation laws.
10. Appointment reminders and health related benefits or services. I may use and disclose your PHI to contact you to remind you that you have an appointment with me. I may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that I offer.

V. CERTAIN USES AND DISCLOSURES REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT. Disclosures to family, friends, or others. I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

VI. YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:

1. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes. I am not required to agree to your request, and I may say "no" if I believe it would affect your health care.
2. The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full. You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.
3. The Right to Choose How I Send PHI to You. You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.
4. The Right to See and Get Copies of Your PHI. Other than "psychotherapy notes," you have the right to get an electronic or paper copy of your medical record and other information that I have about you. I will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and I may charge a reasonable, cost-based fee for doing so.
5. The Right to Get a List of the Disclosures I Have Made. You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I

will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost-based fee for each additional request.

6. The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say “no” to your request, but I will tell you why in writing within 60 days of receiving your request.
7. The Right to Get a Paper or Electronic Copy of this Notice. You have the right get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

VII. AUDIO AND VIDEO RECORDING IS PROHIBITED

RCW 9.73 mandates that it is unlawful to make audio and/or video recordings without the recorded explicit consent of all individuals being recorded. Due to the nature of therapy, and the desire of Emerging Strengths Therapeutic Services PLLC to protect the confidentiality and safety of the therapeutic space, recording of any kind is NOT authorized. The only exception to this is audio and/or video recording by the therapist with the explicit written and recorded consent of the client for training and/or supervision purposes.

This is a partnership with the goal of working toward your improved mental health. At any time during our work together, it is your right to refuse any treatment. You have the right to choose any practitioner or treatment modality that best suits your specific needs.