



**New Growth Counseling Services
Office Policies, Informed Consent,
Clinician Disclosure Information, and Privacy Policies for Psychotherapy**
(Revised January 2023)

Washington State law requires licensed counselors to provide clients with accurate information about office policies and disclosure information at the beginning of any treatment program. This law (chapter 18.255 RCW) spells out the responsibilities of counselors who provide psychotherapy. It requires that you be made aware of the following:

1. You have the right to refuse treatment.
2. It is your responsibility to choose the provider and the treatment type which best suits your needs.
3. You shall be informed of the limits of confidentiality provided by law (the following section).
4. You shall be informed of the therapist's education, training and therapeutic style of the practice.
5. You shall be informed of the proposed course of treatment where known.
6. You shall be informed of the financial cost of treatment (New Growth's Price Sheet), with the understanding that New Growth may review and increase their prices at any time and will provide a minimum of 2 months notice of any changes.
7. You and your counselor will acknowledge receipt of this information in writing.

Uses and Disclosures with Neither Consent nor Authorization. New Growth and your counselor may use or disclose protected health information (PHI) without your consent or authorization in the following circumstances:

- **Child Abuse** If they have reasonable cause to believe that a child has suffered abuse or neglect, they are required by law to report it to the proper law enforcement agency or the Washington Department of Social and Health Services.
- **Adult and Domestic Abuse** If they have reasonable cause to believe that abandonment, sexual or physical abuse, financial exploitation, or neglect of a vulnerable adult has occurred, they must report this to the Washington Department of Social and Health Services and the appropriate law enforcement agency.
- **Health Oversight** If the Washington Examining Board of Licensed Counselors subpoenas them as part of its investigations, hearings, or proceedings relating to the discipline, issuance, or denial of licensure of state licensed mental health counselors, they must comply with its orders. This could include disclosing your relevant mental health information.
- **Judicial or Administrative Proceedings** If you are involved in a court proceeding and a request is made for information about the professional services that they have provided to you and the records thereof, know that such information is privileged under state law. They will not release information without the written authorization of you or your legal representative, or a subpoena of which you have been properly notified (and you have failed to inform them that you are opposing the subpoena), or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

- **Serious Threat to Health or Safety** They may disclose your confidential mental health information to any person without authorization if they reasonably believe that disclosure will avoid or minimize an imminent danger to your health or safety, or the health or safety of any other individual.
- **Worker's Compensation** If you file a worker's compensation claim, with certain exceptions, they must make available, at any stage of the proceedings, all mental health information in their possession relevant to that particular injury in the opinion of the Washington Department of Labor and Industries, to your employer, your representative, and the Department of Labor and Industries upon request.
- **Failure to Pay Your Bill** Individuals who persistently fail to pay their bill may have their names, address, email address, phone number, work place, work number, social security number, the dates for which therapy services were received, and the total amount owed revealed to a collection agency. To avoid being sent to collections, pay your bill on time or set up and follow a payment plan.
- **Regarding Minors** Clinical information of children under the age of 13 is protected. For this age group, information that is clinically significant will be shared with parents or guardians. Children between the ages of 13 and 18 have legal rights to confidentiality per Washington state law. In general, counselors strive to protect the adolescent's confidentiality unless major issues of health, safety, or welfare are involved. New Growth counselors working with a client under the age of 18 will discuss in more detail how confidentiality issues are treated with child and adolescent clients and their parents.

Financial Issues. The price of therapy services is outlined in New Growth's price schedule. Payment for services is expected at the time of each office visit. In the event that you are using insurance benefits to cover the cost of services, you are expected to pay the portion of the price not covered by them **AT THE TIME OF THE OFFICE VISIT (including co-pays)**. **All insurance information, including secondary payers, must be submitted to New Growth by no later than the first visit.** New Growth Counseling Services staff will assist you in your effort to determine the level of coverage your plan provides. However, **the ultimate responsibility for knowing limitations on your coverage is your own.** In the event your insurance company or employee benefit plan refuses to cover any portion of a service already provided, you are responsible for the entire price.

When advance arrangements are made with your therapist to delay payment, you will be billed monthly. Payment is due within 30 days. Individuals who fail to pay their bill in a timely manner may expect to be referred to a collection agency.

Course and Length of Treatment. How long you and your clinician work together largely depends on you and your goals for therapy. You will work together to determine what the goals of therapy will be and from that you and your therapist will decide realistically how short-term or long-term therapy will be.

Therapeutic Process. We are required by law to keep records of our sessions together. To that end, we may take notes during sessions. All information is stored in our confidential electronic health record and is held in the strictest confidence, except in the circumstances described above.

Limits of Services. Your therapist does not make assessments of fitness for duty/work, workers compensation, disability claims/benefits, legal/courts, forensic, substance use, or predictive assessments of any type. They do not serve as an advocate on issues, act as an expert witness, or go to court as your advocate. Your therapist does not assess fitness for custody or make recommendations regarding parenting, guardianship, or fitness of a parent, or fitness of a person to live independently. They do not assess ADHD and autism for the purposes of educational accommodations and disability benefits. Refer to a psychiatrist or physician for an ADHD or autism diagnosis for that purpose.

Legal Proceedings. Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters of a personal and confidential nature, it is agreed that, should there be legal

proceedings (such as, but not limited to, divorce, custody disputes, injuries, or lawsuits), neither you (client(s)), nor your attorney(ies), nor anyone acting on your behalf, will call on your therapist to testify in court or at any other proceedings. It is also agreed that anyone acting on your behalf will not request a disclosure of therapy records. Considering the above exclusions, upon your request using the Records Request form, you may request a copy of your therapy records. Your therapist may discuss your request with you to determine if releasing the information might be harmful in any way or violates the privacy of another person. If subpoenaed or ordered by an authorized court of law, health care professionals may be required to release confidential information. Time for preparation and/or attendance in court will be charged at our Special Services price.

Parents and Child's Treatment. Before entering into a therapeutic relationship with a child under the age of 13, we want to know that all parties responsible for making medical decisions are aware and agree to counseling. If one party has full medical decision making, a copy of the court order stating such must be provided to us. If I see a child under the age of 13 (the age of medical consent in Washington state), all custodial guardians have the right to access the child's records, unless otherwise ordered by the courts. Be aware that exercising this right may be detrimental to the therapeutic process, and so you may wish to allow confidentiality between the child and therapist. In cases of divorce, please provide a copy of the parenting plan outlining who has custody and who has medical decision making. If this document is unclear, we will have both parents sign consent to treatment. If that poses difficulty, we will have the parent seeking services sign a form stating they have full medical decision-making.

Teen's Treatment. In Washington state, youth over the age of 13 have medical consent. That means that a person 13-17 years old can independently seek medical treatment without the consent or knowledge of their parents. This also means the youth can say no to mental health treatment, regardless of whether parents, guardians, or caregivers and providers agree that treatment is necessary. If a teen is paying for their mental health counseling themselves, parents/guardians will not be involved without the teen's permission. Our experience has been that families are often the ones paying for services or using their insurance. In this case, we require teens to sign a release of information that allows us to talk with the financially responsible person about billing and scheduling information. If a teen refuses to sign a release for those items, or revokes the release, we will not provide services or services will be discontinued.

Families / Couples. If you are a family receiving services, your therapist will discuss with you your situation and best determine who in the family will be considered clients. If you are a couple receiving services, we consider your relationship and both of you to be the client. Treatment records of sessions contain information about each person. Participants in counseling should be aware that records will only be released with written consent of each identified client who was present at any time during the treatment and who is capable of giving consent, including children ages 13 and older. In addition, we will not collude with individual members to keep individual confidences as this is considered harmful or destructive to other members in treatment. Where conflicting family member goals exist, the objective of therapy becomes to address everyone's goals in a manner that will preserve the integrity of the family as a whole. Differences in goals will be discussed during therapy.

Length of Sessions. Sessions are typically 45 to 59 minutes in length. Length varies based on individual needs.

Professional Boundaries. Licensed psychotherapists are obligated to establish and maintain appropriate professional boundaries (relationships) with present or past clients (and, in some cases, client's close friends and family members). This includes not being "friends" with clients on social media. For example, counselors should not socialize or become friends with clients. The size of our community creates situations where you and your therapist may be present together in social situations or other places outside of the office. Due to confidentiality, we will not acknowledge the existence of the relationship outside of the therapy session unless initiated by you. We will discuss any potential situations and how we wish to handle them in our sessions.

Personal Conduct. Everyone is expected to conduct themselves in a responsible manner. A session should not be held when anyone is under the influence of a nonprescription drug, alcohol, or marijuana.

Risks and Benefits. Therapy has benefits and risks. Therapy will seek to meet the goals established by all persons involved. A major benefit that may be gained from participating in therapy includes a better ability to handle or cope with interpersonal relationships. Another possible benefit may be a greater understanding of family and personal goals and values that may lead to a greater wellbeing. Counseling may help provide solutions to specific problems, may help reduce feelings of emotional distress, and may help you better face difficult situations.

Since therapy often involves discussing unpleasant aspects of your life (or your child's life), you (or your child) may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. In your work to achieve the potential benefits, therapy will require that you (or your child) make efforts to change and may involve the experience of significant discomfort. Therapeutically resolving unpleasant events and relationship patterns can arouse intense feelings. Seeking to resolve problems can similarly lead to discomfort as well as relationship changes that may not be originally intended. Some clients only need a few sessions to achieve their goals while others may benefit from long term counseling. There are no guarantees of what you (or your child) will experience.

Failure to keep appointments. Your therapy session is reserved specifically for you. We request a minimum 24-hour notice if you need to change your appointment time for anything other than an emergency. When you cancel an appointment with less than 24 hours notice it will be treated as a missed appointment. We charge \$60.00 for the first missed appointment. The full session price is charged for further missed appointments. These are not billable to your insurance company or employee benefit program and are therefore your responsibility.

To avoid a no-show/late cancellation charge, please call 360-457-1610 to cancel or to request rescheduling your appointment. You can also use the client portal: newgrowth.clientsecure.me. Being late often does not allow adequate time for therapeutic engagement. In addition, your counselor will only wait 15 minutes and then assume you are not coming.

Attending appointments is important for therapy to be beneficial. If two no-shows/late cancellations are documented, your services may be terminated. If you have a standing appointment time and miss two consecutive appointments, you will be billed for those appointments, and all future appointments will be removed from your therapist's schedule.

In case of illness. Unless otherwise planned, sessions are held in person. You understand that by coming to our office, you are assuming the risk of exposure to the coronavirus/COVID-19, other viruses (such as colds and flu), and other public health risks.

You understand that we are committed to keeping you, the New Growth team, all of our families, and other clients safe from the spread of the Covid-19 virus and other viruses/illnesses. We request that if you have active symptoms of illness (frequent cough, extremely runny nose, fever, vomiting, diarrhea), you contact your counselor and request switching to telehealth. If you have manageable symptoms (meaning your coughs and secretions are minimal), you agree to wear a mask. If you do not feel well enough to attend via telehealth, please contact your counselor to reschedule. If your counselor has active symptoms, they will contact you to switch to telehealth or reschedule. They will also wear a mask if they have manageable symptoms.

You understand that New Growth is required to follow all government and health department guidelines for public safety in the event of public health risks and emergencies. You agree to follow these same guidelines while in our offices. If you do not, we reserve the right to ask you to leave and change your appointment to telehealth.

Telehealth. You MUST be in Washington state at the time of your telehealth appointment. Counselors must be licensed in the state in which you are present. If you will be in another state for your scheduled appointment, your counselor is most likely unable to work across state lines using video or telephone. Some states offer exceptions;

please discuss this with your counselor if you will be out of state for any planned appointments to see if there is a reasonable exception. Please know that you will most likely need to reschedule your appointment for when you are in Washington state.

Consultation. Your therapist may find it helpful to consult other professionals about your case. New Growth counselors meet regularly to provide professional consultation to each other. In addition, New Growth counselors reserve the right to seek consultation with other mental health professionals. During a consultation, your therapist will make every effort to avoid revealing your identity. The consultant is also legally bound to keep the information confidential. Consultation helps us provide better care to our clients.

Emergencies. New Growth Therapy staff is dedicated to providing the best care possible for our clients. We are not crisis responders. Each client should work with their therapist to identify how to obtain support during an emergency. If a mental health emergency develops, we encourage you access one, or more, of the following:

- Call your regular family physician
- Call Peninsula Behavioral Health 360-457-0431, or the 24-hour crisis line 888-910-0416
- Call 988, Suicide and Crisis Lifeline
- Go to the emergency room of Olympic Medical Center at 939 Caroline St, Port Angeles
- Call 911, for emergency first responder services in the case of immediate threat of harm to self or others
- Text HOME to 741741 to reach a Crisis Counselor (www.crisistextline.org).

After you have accessed the above supports, please leave a message for your therapist on the mainline by calling 360-457-1610, at any time, day or night. Be sure to identify your situation as ‘urgent’ and let us know your therapist’s name. Your therapist will be notified and they will respond during their next available business hours.

Ending of Client - Therapist Relationship. When it comes time to end your therapy relationship, you are urged to discuss this with your therapist in a face-to-face meeting. Ethical guidelines for counselors recommend that counselors contact a client who suddenly discontinues therapy without any discussion. The purpose of this follow-up call is to clarify your intent to stop therapy and to provide information about additional community services. If you suddenly discontinue therapy, and do not respond to your therapist’s follow-up, your services will be considered finished and your chart closed 30 days from your last appointment.

Acknowledgment of Receipt of NGCS Office Policies, Informed Consent, Clinician Disclosure Information, and Privacy Policies for Psychotherapy

In signing below, you acknowledge that you have received and reviewed the following with your therapist: New Growth's Office Policies, Informed Consent, Clinician Disclosure Information; Privacy Policies for Psychotherapy; and Price Sheet. You understand and agree to what is stated in those documents. This includes New Growth Counseling Services no show/late cancellation policy. You acknowledge you understand how New Growth Counseling Services can use and disclose your protected health information in accordance with HIPAA. The Privacy Practices explain how we plan to use and disclose your protected health information for the purposes of treatment, payment, and health care operations. Any of this information may change. A current copy may be requested by contacting our Privacy Officer at 360-457-1610 or visiting our website at www.thinknewgrowth.com.

Counseling is understood to be a choice you've made among other available options. Other options include: receiving therapy from another counselor, using other therapies, using support groups, seeking self-help resources, and other modes of treatment.

By signing below I am agreeing that I have read, understood, and agree to the items contained in this document. In addition, by signing below I am giving my formal consent to enter into therapy with a therapist at New Growth Counseling Services.

Client (or parent/guardian of a minor) Date

Client (or parent/guardian of a minor) Date

Client (or parent/guardian of a minor) Date

Therapist Date

FOR ALL CLIENTS USING INSURANCE OR EMPLOYEE ASSISTANCE PROGRAMS I authorize my insurance or employee assistance benefits to be paid directly to New Growth Counseling Services. **I am financially responsible for any balance due.** I authorize my therapist to release information regarding my diagnosis, the services provided, the dates that services were provided, and the cost of these services so that my insurance claim may be processed.

Client (or parent/guardian of a minor) Date

Client (or parent/guardian of a minor) Date