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Hello and welcome! This form is designed to provide you with the information you need to make educated choices about your psychotherapy. Included in this form is information about your rights as a client as well as a set of mutual expectations regarding your treatment.

What is therapy?

Generally speaking, therapy is a series of face-to-face conversations wherein a therapist works collaboratively with a client to resolve issues of concern.

For the vast majority of clients, therapy involves careful examination of the relationships and circumstances that are contributing to psychic pain. It is common for clients to feel more uncomfortable before they start to feel better. We can only heal what we are willing to feel. Thus, If you are willing to show up and try your best, there is a greater likelihood that your present concerns will eventually resolve. That said, I cannot guarantee treatment outcomes.

If, at any point in our treatment, either you or I believe it would be in your best interest to work with a different provider, I will do my best to provide you with a suitable referral.

If, at any point, you wish to discontinue treatment with me, I encourage you to schedule a meeting to discuss this decision in person. However, it is your right to discontinue treatment, at any time for any reason.

Sharing your PHI (Protected Health Information) with your written consent or authorization.

Under most circumstances, it is required by law that all information pertaining to your therapy be kept confidential. In most situations, I can only release information if you sign a HIPAA-approved authorization form. Here are some examples of situations wherein I would need your written authorization to release information:

Involvement in Court Proceedings. If you are ever involved in a legal proceeding and a request is made for your PHI, this information is considered privileged information and, thus, is protected by law. I can only provide privileged information with your written authorization, unless the court officially orders me to turn over your records. If you wish to contest any subpoenas requesting your PHI, then you must seek an order protecting the release of requested information.

Sharing PHI without your consent or authorization. There are rare circumstances wherein I am required by law to disclose information without your consent. Here is a list of those circumstances:

Threat to self or others. If, at any point during your treatment, it comes to my attention that you are seriously considering harming yourself or an identifiable other, I am required by law to seek action in protecting you and/or members of the community whom you wish to harm. This action may include notifying the potential victim(s),

contacting the police, seeking hospitalization on your behalf, or contact family members who can help protect you.

Abuse or neglect of a child or vulnerable adult. If I have any reason to believe that abuse, neglect, abandonment, or financial exploitation of a child or vulnerable adult is currently taking place, I am required to inform the proper authorities, which is usually The Department of Health and Social Services. Once a report is filed, I may be required to provide additional information.

A court order. If a court ever requires me to release your records, I am required to comply with that requirement.

The therapist's legal defense. In the event that any legal action is taking against me on your behalf, I am allowed to disclose any information necessary to defend myself.

Government agencies. Should any governmental agency request information for health oversight activities, I may be required to provide it for them. Also, if you file a claim through Worker's Compensation and your therapy is considered relevant to that claim, I must provide a copy of your record to your employer and to the Department of Labor and Industries.

In the unlikely event that any of the above circumstances arise, I will make every attempt to talk with you before taking action.

Health-related policies.

While I can make no guarantees, it is my goal to keep us both healthy. To that end, here are a few things I'd like you to know:

- 1. Please request a virtual appointment if you're sick or if you've been exposed to **COVID.** I will do the same.
- 2. **Ventilation.** I have a high-powered air filter impurities from the air. The will be running the entire time we are in the office.
- 3. **Attend at your own risk.** By choosing to attend sessions in person, you are agreeing to incur the risks of doing so. By signing this agreement, you are expressing your intent to hold me harmless if, at any point, you acquire COVID-19.

Telehealth.

It is my preference for us to meet in person whenever possible. If you prefer to meet virtually, I offer virtual appointments via Zoom or by phone at a rate of \$300.00 per 45-50 minute session. Though Zoom bills itself as a HIPAA-compliant platform, I am not able to guarantee the privacy and security practices of any third-party software.

Confidentiality and Telehealth.

The confidential nature of therapy is a crucial part of its effectiveness. If we meet via telehealth, I will be in a room, by myself, where no one can hear what we are discussing. I will assume the same is true for you. I reserve the right to discontinue any session wherein a third party is present without prior knowledge or approval. No refunds will be issued in this case.

Phone Calls In Between Sessions.

On occasion, you may need to contact me between sessions. When you do, you may be instructed to leave a message when you call. When you leave a message, you can expect me to return it in a timely fashion, usually within one business day. If you do not hear from me within one business day, please call again and leave another message, as I may not have received the first one. I charge by the quarter-hour for phone conversations lasting longer than 5 minutes (See "Fees & Financial Responsibility" below). If your matter is urgent and you cannot wait for a return call, please call 9-8-8 or go to the nearest ER for assistance.

Email and Text Messaging.

In these fast-paced times, one of the things I most appreciate about therapy is that you and I get to speak personally and confidentially about the things that matter to you. In fact, it is the personal and confidential aspects of our relationship that make it therapeutic. Thus, I ask that email or text messages are used only for the purposes of confirming or scheduling appointments.

If you do not get a response to these forms of communication, please assume that I did not receive the email or text and call me. Clients are responsible for insuring that their messages have been received. If you are text messaging, please identify yourself so I know who you are.

Also, it is important to know that, while I make every reasonable effort to insure your confidentiality, I cannot personally guarantee the confidentiality of your communication via text messaging or email. Please use these forms of communication at your own discretion.

Fees & Financial Responsibility.

Unless prior arrangements have been made, all sessions are in-person. Each session is approximately 45-50 minutes in length and the fee for each in-person session is \$250.00. Virtual appointments of the same length are \$300.00. Longer sessions can be arranged in advanced and will be prorated at a rate of \$75 per quarter hour.

All fees are due at the time of service. I require clients to leave a credit card on file, which will be used to cover all fees related to your care. For additional information about this, please see the section below, entitled "Credit/Debit Cards Left on File." I do not issue refunds for services rendered.

I charge \$250.00 per hour for other, non-legal, professional services you may need and will break down the hourly cost if I work less than one hour. Other services include but are not limited to writing reports or treatment summaries requested by third parties, telephone conversations lasting longer than five minutes (with you or with someone with whom you have requested me to speak), reading ancillary communications (e.g., email correspondences, journal entries, etc.), returning emails, disability-related or insurance-related paperwork, consulting with other professionals at your request, and preparation of records. Should there be any change in the rates quoted above, you will be given as much notice as possible. Professional fees are subject to change at my discretion with prior notice.

Cancelation/Reschedule Only Policy

A scheduled appointment is a mutual commitment that you and I will be present for the work at a specific date and time. That date and time is then exclusively held for you and is not offered to others. To preserve the continuity of your care, my practice adheres to a 'reschedule only' policy.

What does this mean? It means that, toward the end of each month, we will schedule the following month's sessions. Once those sessions are scheduled, you will be financially responsible for them, regardless of whether or not they are attended.

If you are unable to attend a scheduled appointment, you will have the option to reschedule it, one time only, provided the rescheduled appointment occurs the week before, during, or after the original appointment date. Rescheduled appointments must take place within the same month as the originally-scheduled appointment. In other words, if you would like to reschedule a session that was due to take place the last week of the month, that reschedule will need to take place within the same week as the originally-scheduled appointment and cannot be rolled over into the following week or month.

Once I receive your request to reschedule an appointment, I will do my best to offer you at least one alternative appointment date/time. You will then have a specified time to accept or decline the suggested alternative. If you decline the alternative and/or if I do not hear back from you within that specified time, both the original appointment and the alternative time(s) will be forfeited and a missed session fee will automatically apply.

If you'd like to reschedule, I ask for as much advanced notice as possible. The more lead time I have, the greater the likelihood that I will be able to offer an alternative appointment that works with your schedule.

Right To Discontinue Treatment

Frequent rescheduling or cancelling interrupts the continuity of your care. If two or more reschedule requests are received within a one month period, I reserve the right to discontinue our therapy.

Late Arrivals

Your session starts promptly at our agreed upon time. If you are running more than five minutes late, please notify me via phone, text or email. If I do not hear from you within 15 minutes of the start time of your appointment, the appointment will be counted as a missed session and charged accordingly.

Credit/Debit Cards On File.

I use IvyPay to process all debit/credit transactions. I store, confidentially on file via IvyPay, credit, debit, and/or HSA/FSA card information. Your signature on this form grants me permission to charge your card for all future therapy-related expenses, including but not limited to therapy sessions, phone calls lasting longer than five minutes, appointments that are either missed or cancelled within 48 hours of the start of the appointment time, and any report-writing or communication related to your therapy.

Please note that I have no control over what IvyPay does with client information once they have it. Thus, I cannot be responsible for their business or privacy practices.

Electronic Appointment Notifications.

I use a scheduling program that routinely sends text messages and/or emails to notify clients of upcoming appointments. While this feature tends to function reliably, I cannot guarantee that these notifications will reach you prior to every scheduled appointment. *Clients are responsible for making note of and honoring all appointments, regardless of whether electronic notifications are received. Missed appointments will incur a full session fee.*

Insurance.

My services are considered out-of-network by all insurance entities. I encourage you to contact your insurance provider to ascertain the parameters of your out-of-network mental health coverage. Full payment is due at the time of service. Should you desire, I can issue a month-end statement to send to your insurance company so that they may directly reimburse you in accordance with your out-of-network coverage. Please note that clients are responsible for all things insurance-related (seeking advanced notice of coverage, resolving reimbursement disputes, etc.). Should your insurance company require additional documentation (e.g., summaries of treatment, treatment plans, etc.), this information will be provided at a prorated hourly fee of 250.00/hr.

Your records.

I maintain an ongoing record of your treatment. You have the right to see this record and copy it at your own expense (\$.65 per page, plus an administrative fee of \$15.00). If you wish to see your record, please submit a written request. In certain circumstances, I am legally entitled to insure that some information be shared in the presence of a person who is qualified to interpret the information. This is meant to reduce the potential harm to you should you encounter something in your record that could be misinterpreted. Should I refuse your request for records, you have a right of review, which we can discuss upon your request.

Sharing Information with Insurance Companies.

Even in out-of-network situations, insurance companies require that I provide the minimum amount of information necessary to complete its task (most often "task" means reimbursement for therapy services). The information I provide (which typically includes dates of service and a diagnosis code) will become part of the insurance company's record. If you choose to be reimbursed by your insurance company, your signature on this document grants me permission to provide requested information to your insurance company.

Litigation.

If you become involved in any form of litigation, you will be expected to pay for all of my professional time, including preparation, conversations with your or opposing party's counsel, and transportation costs. This is true, even if I am called by another party to testify. I charge \$500.00 per hour for any professional activity related to litigation. I reserve the right to require from you a retainer of \$1000.00 if I suspect that one might be necessary. Please inform me the moment you suspect you may become involved in any litigation.

Grievance Procedures and Dispute Resolution.

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree to refer the matter to an independent mediator appointed by mutual agreement. If both parties cannot come to an agreement under mediation, then they agree to arbitration administered by the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. Any such arbitration shall be conducted by an arbitrator experienced in the field of mental health counseling and shall include a written record of the arbitration hearing. The venue and jurisdiction for any disputes are to be resolved in King County, Washington.

If you have serious concerns about your treatment, please broach them with me as soon as possible and I will attempt to rectify them. If, after attempting to resolve any concerns with me personally, you feel you need additional assistance, it is your right to contact the Department of Health Examining Board of Psychology at (360) 236-4910.

Your signature on the signature page, located on the "Forms" page of my website (http://www.drjillgross.com/forms.html) conveys that you have read and understand the terms put forth by this document and agree to abide by its terms during our professional relationship. Please bring the signature page with you to the first session, as it will be kept on file. Thank you.