

# INFORMED CONSENT FOR PSYCHOTHERAPY SERVICES AND BILLING Effective Date: 7/30/2024

Anthony Kagochi, MA, LMHC of Anthony Kagochi Counseling Services, Operating in partnership with Transformative Growth Therapy, PLLC. 1011 E Main Ave, Suite 305, Puyallup, WA 98372 WA State Mental Health Counselor License Credential# LH 60846613 (253)234-4069

Anthony.Kagochi@TransformativeGrowthTherapy.org

## Education:

- BA, Antioch University Seattle
- MA, Antioch University Seattle, Master of Arts in Counseling

WAC246-809-710 requires the disclosure of the following information in written form by counselors to their clients.

Please take the time to carefully read this disclosure statement. As my client, you have the right to know my qualifications, methods, and mutual expectations of our professional relationship. The information presented here is provided to help you decide if my services are suitable for your needs. Please discuss any questions or concerns you may have either now or during the course of your treatment.

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.

Seeking therapy is a very positive step towards self-understanding. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. Therapy typically produced results over sometimes long periods of time, there are no miracle cures. I cannot offer any promise or guarantee about your results or experiences throughout therapy. However, the more effort and perseverance you put into therapy, the more likely it is that you will see changes in your life

**Inspiration and Philosophy:** My journey to becoming a therapist was inspired by my own struggles and the incredible support I received when I needed it most. I believe everyone can cope, change, and thrive with the right support. This can come from various sources like family, friends, education, and spirituality. Our world can be overwhelming, but having a space to reflect on your thoughts and feelings without judgment can make all the difference.

**Therapeutic Approach:** My approach involves meeting you exactly where you are in life, without being prescriptive about how therapy should go. I focus on building rapport while gaining an understanding of your presenting issues from your perspective. My style is informal and relational, adapting to the language and style you are most comfortable with. I create a non-judgmental space where all topics and emotions are welcome. I hold you in the highest positive regard, acting as a passenger in your vehicle of life, pointing out patterns, behaviors, and contradictions while encouraging change.

Therapeutic Techniques and Experience: I specialize in a range of therapeutic techniques to best meet your needs, including Motivational Interviewing (MI), Cognitive Behavioral Therapy (CBT), Dialectical Behavior Therapy (DBT), strength-centered therapy, and Narrative Therapy. I have extensive experience in crisis intervention, substance use interventions, cultural competency, and facilitating support and educational groups. I keep my therapeutic methods fresh and effective by taking annual trainings, attending workshops, and reading up on the latest research. I've also worked with diverse groups like the Indian Health Board, Tulalip Tribes, Asian Counseling Services, and LGBTQIA+ communities. This combination of ongoing learning and real-world experience helps me provide the best support and care to my clients.

Therapy Services: I offer a variety of therapy services, including individual, couples, family, and group therapy. I see adults and youth aged 13 and up. My approach is all about meeting you where you are in life, without any preconceived notions. I focus on building a strong, trusting relationship where you feel comfortable and understood. Together, we'll explore patterns, behaviors, and contradictions to encourage positive change in a non-judgmental space. Our world has gotten smaller in a lot of ways but the demands and distractions continue to put pressure on all of us as individuals. When an individual or couple is able to hear their own

thoughts, feelings and behaviors reflected back to them in a neutral non-judgmental fashion they will be able to have a better understanding of themselves and thus be able to address and or cope with their issues.

There are different types of counseling and therapeutic services, within those many have differences in theoretical philosophy regarding treatment. I encourage you to research the types of counseling and therapeutic services available to you, understanding the difference between counselors, therapists, psychologists, and psychiatrists, and the modalities they practice will help you make an informed decision about your options.

The length of treatment varies on your needs. You may opt to discontinue service at any time. And you may also opt to continue care to address other challenges, or just to maintain mental health support. It is my hope that our relationship will result in a significant positive influence in your life.

**CONTACTING ME:** I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible. You can also contact my office manager: Matthew Grotefend at (304)508-2784. It may take 24-48HRS for non-urgent matters. If, for any number of unforeseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe:

- 1. Please call to your county's crisis hotline.
  - a. Pierce County Crisis Hotline: 1-800-576-7764 or 253-396-5180
  - b. King County Crisis Hotline: 1-800-244-5767
- 2. Go to your Local Hospital Emergency Room, or
- 3. Call 911 and ask to speak to the mental health worker on call.

**Confidentiality:** The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. 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 victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
- 4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
- 5. Suspected neglect of the parties named in items #3 and #4.
- 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.

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.

If information pertaining to you specifically is disclosed, then it will be handled in accordance with HIPPAA regulations as outlined in the separate document titled "Privacy Practices".

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.

More in depth information on my policies regarding privacy and your Protected Health Information can be found in a separate document entitled Notice of Privacy Practices that I have given to you and is also available on my website. If you have any questions regarding your privacy, please initiate a conversation with me at any point during our work together

Services offer:

**Individual Therapy:** I offer individual therapy located in the Puyallup executive building located at 1011 E Main Ave, Suite 305, Puyallup, WA 98372. I offer a comfortable and welcoming space in which to provide therapy, I have toys and fidget things to allow you to distract yourself from uncomfortable feelings as we work through them. – **Minors**: I only provide Therapy to those over the age of 13, as such pursuant to RCW 71.34.500, Therapists may not disclose information about client treatment to parent or guardian without minor given consent. This boundary is essential to the Therapeutic process, and comes with some qualifications: consent for disclosure is not required in the following situations:

- The minor is at risk of harming themselves or others.
- There is a court order requiring the release of information.
- The therapist is required to report child abuse or neglect under RCW 26.44.
- There are specific circumstances where the health and safety of the minor or others are at risk, warranting disclosure.

**Couples therapy**: A collaborative process aimed at enhancing the relationship between partners through open communication, mutual understanding, and problem-solving. Our sessions will provide a safe and respectful environment where both partners can express their thoughts and feelings. Therapy will focus on identifying and addressing patterns that contribute to conflicts, improving communication skills, and fostering a deeper emotional connection. The philosophy I have adopted for couples counseling is that there are 3 entities to a couple: the 2 individuals and the relationship itself; all three entities need care and attention.

**Family Therapy:** a process that involves all family members in addressing and resolving issues that affect the health and functioning of the family unit. Our sessions will create a safe, supportive, and non-judgmental environment where each member can express their thoughts and feelings. The focus is on improving communication, resolving conflicts, and strengthening family bonds.

Telehealth Therapy: includes the practice of health care delivery, diagnosis, and treatment consultation using interactive video, audio, and/or data communications. For Telehealth sessions, we will be connecting using a system that is encrypted to the federal standard and HIPAA compliant. It is the client's responsibility to choose a secure location to interact with technology-assisted media and to be aware that family, friends, employers, co-workers, strangers, and hackers could either overhear our communications or have access to the technology that you are interacting with. Additionally, the client must agree not to record any Telehealth sessions, as this would breach HIPPAA privacy practices. During a Telehealth session, we could encounter a technological failure. The most reliable backup plan is to contact one another via telephone. I will ensure that I have a phone with me, and I have provided that phone number. Please understand that all fees for Telehealth and non-Telehealth services are the same. The client is financially responsible for all services rendered, late cancellations, and missed appointments.

**NOTE:** In order to comply with center for Medicare and Medicaid Services (CMS) policies, the initial appointment for all new clients must be in-person. Or have had an in-person appointment with me within 6 months.

After that an in-person appointment is only required by CMS every 12 months. Exceptions can be made with documentation based on patient circumstances, in which the risks and burdens of an in-person visit may outweigh the benefit.

Writing letters: letters take time to write and may include information you may want private. In order to have me write a letter, you must fill out a Release of Information form (ROI). I must also be able to write a letter with sufficient knowledge of you and your circumstances (I cannot write letters for new clients). I must use certified mail to deliver your letter as it is a part of your PHI. And disclosures must be handled in compliance with all applicable HIPPAA practices. Certified mail typically costs \$10 and I charge \$20 for the time required to write it. (Simple letters only) if a more complex letter is required, a fee of 140/HR will be charged.

#### **POLICIES**

- **DRESS CODE POLICY:** clients will dress in a manner appropriate for a professional appointment. (No shirt, no shoes, no service.)
- **1**<sup>ST</sup> **PERSON INTERACTION:** I require all appointments to be scheduled (or canceled) by the person who wishes to receive (or is receiving) therapy (except where under the age of 18 years old)
- **TELEHEALTH SWITCH POLICY:** if you are feeling sick or otherwise cannot make your in-person appointment and wish to switch to Telehealth you must notify me before 8:00am the day of your appointment. So I can prepare an appointment for you before my day starts.
- HOUR APPOINTMENT POLICY: Many insurances dictate 53-55 min sessions. However we provide you with a full hour (60min) this leaves little time between clients. So please respect my need to prepare for the next client. Extra time is at clinicians' discretion please do not assume this ability.
- **PERSONAL ELECTRONIC DEVICES**: it should go without saying, but during your appointment, please do not use your personal electronic devices. (situations like checking on a child at home will be an exception.) This is a distraction from your therapy. Please silence your cell phone during your session.

- TELEPHONE ACCESSIBILITY: If you need to contact me between sessions, please leave a message on my voice mail. I am often not immediately available; however, I will attempt to return your call within 48 hours. Please note that Face- to-face sessions are highly preferable to phone sessions. However, in the event that you are out of town, sick or need additional support, phone sessions are available please contact me to schedule one. If a true emergency situation arises, please call 911 or go to any local emergency room.
- SOCIAL MEDIA AND TELECOMMUNICATION: Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc.). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.
- **ELECTRONIC COMMUNICATION**: I cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.
  - Secure messaging is available through simple practice, our phone and text service is also encrypted from our end. This is not as secure as messaging through simple practice, so when texting, please keep this in mind.
- ACCEPTED PAYMENT OPTIONS:
  - I accept cash, or card payments (processed through square)
  - I also accept payment through your client portal (available through my website)
  - o CHECKS: Due to an inability to rely on checks as a method of payment, I do NOT accept checks as payment.
- INSURANCE: I currently accept Regence, and Premera,
  - We are currently not in-network with Medicare or Medicaid
- **CANCELLATIONS**: Cancellations should be done at least 48 hours prior to scheduled appointment, this will allow me the chance to fill that time with another appointment. Sessions not cancelled within 48 hours, or client no show/no calls, will be charged the full rate of that appointment.
  - o Cancellations must be made by client (or parent). 3<sup>rd</sup> parties may not cancel an appointment on behalf of client.
- **No-Show/No call:** if you do not cancel your appointment and do not show for it, you will be charged the full cash rate of the appointment. And you will be removed from the schedule until your fee has been paid and you have made contact with your clinician.
- **NEGOTIATED FEE TIMEOUT:** If there are no scheduled appointments within 60 days of last visit, the discount will be voided and the fee will revert to standard rate unless otherwise negotiated.
- NO-SHOW PENALTY FOR NEGOTIATED FEE CLIENTS: If any discount program is applied, and client "No Shows" (no cancellation and missed appointment) your fee will revert to the full rate for your next 4 sessions, after which time you can reapply for your discount program.
- **FRAUD**: If there is an attempt to defraud Transformative Growth Therapy PLLC, all prior service agreements will be void, and all outstanding sessions will be charged at the full rate described below.
- CASE MANAGEMENT: I do not offer case management services, which include but not limited to providing paperwork for disability, unemployment, custody, adoption, foster care, car accidents and any type of legal issues.
- MANDATED THERAPY: I do not offer therapy for individuals who are court mandated for treatment or seeking treatment in which disclosure of sessions will need to be provided to an outside entity.
- **ACUTE CARE**: I am not an inpatient care provider and cannot accommodate those in the acute phase of illness. I am also not accepting clients recently discharged from acute care facilities.
- **DISABILITY DETERMINATIONS:** We do not perform disability determinations or fill out paperwork for short-term or long-term disability or workers compensation
- **FORENSIC SERVICES:** We do not provide forensic services such as custody evaluations, assessments recommended by probation, ability to stand trial, legal matters of medical opinion, etc.

## **Financial Agreement and Responsibilities**

**INSURANCE:** Please confirm your insurance coverage and patient responsibility before your first appointment. Your co-pay or patient responsibility (deductible/copay) determined by your insurer is due at each visit before your session begins. If you need help with this, you can contact Matthew Grotefend at (304)508-2784(a secure line). or by email at Matthew@TransformativeGrowthTherapy.org

My private pay rate is:

- Individual Therapy: \$200 for initial intake appointment. And \$175 for follow up appointments.
- Couples/Family Therapy: \$225 for the initial appointment and \$200 for following appointments.

If you are unable to pay the associated fees at the time of service for more than one visit, without developing a payment plan, your future appointments will be canceled until unpaid balances are resolved. (You will lose your standing appointment slot) If you need help, you can reach Matthew, my assistant, at (304)508-2784 (a secure line) - he is available to assist you with the Client Portal and billing related activities. Matthew is in compliance with federal privacy laws regarding how personal health information is to be strictly handled, and respects your confidentiality.

Your appointment time is reserved specifically for you, and I ask all my clients to respect this time, as I respect yours. A minimum of 48 hours' notice is required to reschedule or cancel. Cancellations must be made by client(or parent). 3rd parties may not cancel an appointment on behalf of client. A fee is assessed for late cancelations, and no-shows WILL BE BILLED AT THE FULL RATE so please respect our mutual time. Insurance cannot be billed for missed sessions, so you (the client) are responsible.

If an unpaid patient balance \$100 or over remaining after 120 days, your balance will be turned over to a third-party collections agency. You will receive a final courtesy phone call and/or letter to remind you of your balance due. If you believe that there is an error in your billing, please let me know as soon as possible so we can research the issue. Unpaid balances without a payment plan or partial payment initiated after 120 days will initiate a phone collections effort for recovery, and **some identifying confidential information will be released in this process**. This may negatively impact your credit. It is very important that you update your contact information with us to ensure you are aware of your financial responsibility and receive your statements.

**COURT RELATED COSTS**: If I am compelled for any reason to attend a court case on your behalf the fees are as follows: Due to the difficulties and complexities of court cases, clients are discouraged from having their therapist subpoenaed. The client is responsible for the cost, but that does not mean that my testimony would be strictly in your favor. I can only testify to the facts of the case, and to my own professional opinion. Court appearances are time and resource heavy tasks; that come with the following costs:

- Preparation time (including submission of records): \$220/Hour
- Phone calls: \$220/HourDepositions: \$250/Hour
- Time required in giving testimony: \$250/Hour
- Mileage: \$0.40/Mile
- Time away from office due to depositions or testimony: \$220/Hour
- All attorney fees and costs incurred by the therapist as a result of the legal action. (amount varies)
- Filing a document with the court: \$100
- The minimum charge for a court appearance: \$1500

**PROFESSIONAL RECORDS:** I am required to keep appropriate records of the psychological services that I provide. Your records are maintained in a secure location in the office. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis(if applicable), topics we discussed, your medical, social, and treatment history(if applicable), records I receive from other providers, record disclosure accounting for records I send to others, and your billing records. You have the right to a copy of your file at any time. A response to your request will be made within 15 working days (this is in compliance with RCW 70.02.080). **Additional fees may apply to preparation of requested documents or copying and sending records.** 

Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request. In accordance with HIPPA (45 CFR 164.524(c)).your health records are available to you, or another clinician upon written request. However, the gathering, packaging, and shipping, cost money. In order to be in compliance with HIPPAA practices and my own privacy policy, all PHI disclosures must be made over certified mail. And notated in your accounts disclosure record. Fees are as follows:

- \$28.00 will be collected for administrative costs.
- \$ will be added for postage (will vary on postage cost)
- \$ for copying documents will also be charged:
  - o \$1.24 per page for the first 30 pages
  - o \$0.94 per pages 31+
- For PHI not in paper form provider shall be entitled to full reasonable cost of reproduction as stated above.

- These costs also must be applied for transfer of care paperwork, as disclosure of your PHI must be certified and noted in order to maintain HIPAA privacy practices.
- If phone communication is also necessary for your case. Calls must be noted and reported on for disclosure records related to your client account. All calls are completed on secure phone lines to protect your privacy. In order to obtain a phone disclosure, you must:
  - You must fill out a release of information form (ROI)
  - o Phone calls start at \$10 and incur an additional \$3 per min beyond 5 minutes. I will make every attempt to make the call as short as I can.

## CLIENT RESPONSASBILITIES: It is your (the clients) responsibility to:

- Verify your insurance coverage and be able to pay your copay or deductible at the time of service.
- (For Telehealth) choose a secure and private place in which to conduct technology assisted therapy, understanding the risks outlined above.
- Show up for your appointment on time, or cancel your appointment at least 48hours in advance.
- Make an attempt to engage in therapy (including Homework).
- I (The Client) acknowledge that I am responsible for all charges not paid by my insurance companies including; copays, coinsurance, deductibles, insurance plan refusal to pay, or failure to obtain authorization. **Missed and late cancellation fees are not the responsibility of the insurance or any third-party payor**. If it becomes necessary to effect collections of any amount owed, the undersigned agrees to pay all costs and expenses, including reasonable attorney fees

#### **OTHER RIGHTS**

IF you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, or national origin. You have the right to ask questions about any aspects of therapy and about my specific training and experience. You have the right to expect that I will not have social or sexual relationships with clients or with former clients.

#### CONSENT FOR PSYCHOTHERAPY

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE BEEN PROVIDED AND HAVE REVIEWED THIS CONSENT FOR PSYCHOTHERAPY SERVICES FORM AS WELL AS THE NOTICE OF PRIVACY PRACTICES, YOUR SIGNATURE INDICATES YOUR CONSENT FOR CARE AT TRANSFORMATIVE GROWTH THERAPY, PLLC. AND ACKNOWLEDGMENT OF THE CLIENT RESPONSABILITIES.

### By signing this form I (the client) hereby certify that:

- That I have read or had this form read and/or had this form explained to me.
- That I fully understand its contents including the risks and benefits of therapy and my financial responsibilities.
- That I have been given ample opportunity to ask questions and that any questions have been answered to my satisfaction.
- I (the client) authorize Transformative Growth Therapy to file claims with my insurance carrier for services rendered. (If applicable)
- I understand that I am responsible for any part of the charges that are not covered/paid by my insurance and I will be billed directly for these services. (this includes late cancelations)
- And that I (The Client) authorize my provider, Anthony Kagochi, MA, LMHC, of Transformative Growth Therapy PLLC to
  provide psychotherapy knowing the style, and policies outlined above.

Signature of Patient or Personal Representative	
Printed Name of Patient or Personal Representative	
Relation to Patient	-
Date	