**Kate Guts, MA, LMHC**

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Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This disclosure statement describes the details of our working relationship including your rights as a client and my responsibilities as a clinician. This document also contains information about my professional services, business policies, and HIPPA. HIPPA is a federal law that provides you privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. The law requires that I obtain your signature acknowledging that I have provided you with this information before the end of our first session. When you sign this document, it will represent an agreement between us. You may revoke this agreement at any time.

**Psychotherapy Agreement**

Psychotherapy is not easily described in general statements, it varies depending on the personalities of the provider and patient, and the particular problem(s) that have drawn you to seek help. I may use many different models to help support you in the therapeutic process. Psychotherapy is not like a medical doctor’s visit; it calls for active involvement on your part.

Psychotherapy can have many potential benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings. It is also normal to have intense feelings about your therapist, which are to be spoken about but not acted on. Psychotherapy has many empirically supported benefits, including better relationships, diminishment of psychological symptoms, trauma management and processing, and the development of a better understanding of yourself.

In our first session I will evaluate your needs and goals for therapy. By the end of the evaluation, I will be able to offer you some first impressions of what our work will entail and carve out a treatment plan. You should evaluate this information, along with your first impressions of me to determine if you would like to establish a therapeutic relationship. Therapy involves a large commitment of time, money, and energy, so be cautious about the therapist you select. If you have any doubts about the therapeutic process, please discuss them with me. If you continue to have doubts I can refer you to another therapist for a second opinion.

**My Background and Experience**

I am a Licensed Mental Health Counselor (LMHC) who has been working in the field of mental health since 2007. My education and training in psychology consists of a Master’s degree in Clinical Psychology from Seattle University in 2011. I completed a Clinical Psychology Internship at Sound Mental Health in Bellevue, Washington. I have also done postgraduate training in psychology through a series of courses, workshops, and seminars.

In addition to clinical work I am also a full time professor at Seattle University. I teach classes on psychopathology, writing and research, and human growth and development. My academic job requires that I remain current on the most recent research in the field of psychology. This familiarity with current theories, tools, and techniques enhances my practice and gives me the ability to provide more robust treatment that is empirically supported and through. My role as an academic requires that I also engage research and publishing. I have conducted research for Harborview’s Department of Psychiatry studying the effectiveness of Dialectical Behavioral Therapy and suicidality. I have also published articles on the nature of human intimacy and connection. My other research pursuits include exploring the challenges of closeness in contemporary relationships, studying the complexity human sexuality, and examining the use of innovative pedagogical approaches to challenge mental health stereotypies and stigma in academia.

**Clinical Orientation**

Therapy is a collaborative and creative process in which we work together to foster personal growth. In our sessions you will be given the space to openly discuss your life, you will be encouraged to creatively explore your troubles without judgment or criticism, and I will provide feedback, observations, and reflections to you. Sessions will be focused on self-development, with the ongoing goal of creating life meaning, developing fulfilling relationships, enhancing sexual intimacy, creating more effective patterns of behavior, and deepening emotional expression.

My approach is depth-oriented; I use a blend of humanistic, psychoanalytic, existential, and cognitive therapies, while being open to each client's unique preferences and therapeutic needs. In therapy I will focus on your unique biological, environmental, and developmental process while also appreciating the larger systematic, cultural, and social influences that have shaped you. We will explore the ways in which you make meaning of the world around you. We will examine how your current thoughts, feelings, and behaviors are shaped by your unique history and family system, your relationships, and personal adversity. My goal is to help you be in conversation with your suffering and become more aware of how wounds from your past are contributing to behavioral patterns that may be stalling your emotional and relational development. We will work together to create self-acceptance while consciously engaging with these patterns to obtain a fuller and more meaningful life.

Like all human relationships there is a risk involved in therapy, exploring your life in a deep and meaningful way requires vulnerability and can be tremendously painful. Over time we will develop a relationship that is rooted in authenticity, honest expression of emotions, and self-discovery. Therapy is a unique opportunity to explore the depths of yourself with the possibility of self-growth and awareness. You have already started on your journey and I am looking forward to working with you.

**Appointments and Fees**

I normally conduct a clinical evaluation that will last 1 to 4 sessions. During this time, we can both decide if I am the best person to provide the services you need to meet your treatment goals. How frequently we meet will depend on a variety of factors and will be open to discussion. It is most common to meet once a week for 50 minutes. Weekly sessions help establish a trusting and supportive relationship that’s conducive to personal growth. Only very rarely can meaningful work can be accomplished with biweekly sessions.

For us to set realistic treatment goals and priorities, it is helpful to evaluate what resources you have. If you have health insurance policy, then you may be able to get some reimbursement from our sessions. I am considered an out-of-network provider. I can provide you invoices at the end of each of our sessions and you can mail them to your insurance company for reimbursement. It is best to determine how much your insurance company pays for out-of-network providers before committing to therapy. Each therapy session is $140 for individuals and $175 for couples. You are responsible for this payment in full at the end of each session.

Once we decide to work together and find appointment times that are workable, these times will be consistently held for you. *The reserved time is yours, and you will be charged for it, whether you choose to use it or not.* To avoid being charged you must cancel an appointment at least 48 hours before the appointment (two full business days in advance). This provides me with the necessary degree of security but, also, a sense of predictability, consistency, and safety in our work together. It also fosters your commitment and responsibility.

In case of snow, inclement weather, sickness or other unforeseen circumstances, I will call you and let you know my office is closed. I will also give you advance notice for my vacation times. You will not be charged for missed session caused by my absence and there is no charge for sessions that are canceled due to federal holidays.

Therapy is usually slow and tedious work. Often it involves changes in a style that have developed over much of your lifetime. Psychotherapy length cannot be determined in advance but we can come up with an agreement for how extensive you would like the work to be. You have the right to discontinue therapy at any time, and/or refuse any part of the proposed treatment plan. Normally, you will be the one who decides when or how therapy will end, with three exceptions. First, if, in my judgment, I am not able to help you, I will refer you to another therapist who may be able to meet your needs. Second, if you cause physical violence or are verbally abusive I reserve the right to terminate you immediately from treatment. Third, after 30 days of non-payment of fees I will cancel further sessions and remove you from the active client list.

**Patient Care and Emergencies**

I am available to talk on an emergency basis. If you should need to do so, the best way to reach me is my office number. If you are unable to reach me and/or do not think you can wait for me to call you back call the Crisis Clinic at (206) 461-3222, call 9-1-1, or you may go to a hospital emergency room. If I on vacation, out of town, or will be unavailable for an extended period of time, I will leave the name and number of a colleague to contact.

At all times the best way to reach me is via email ([kateguts@gmail.com)](mailto:kateguts@gmail.com)) or my office phone number. Because of the nature of my work, I am not often available immediately. I typically work M-F from early morning to 6 pm. I monitor my messages throughout the day and will make an effort to return your phone call within 24-hours of receiving it with an exception of holidays and weekends.

**Limits of Confidentiality**

The law protects the privacy of all communications between a patient and therapist. In most situations, I can only release information about your treatment to others if you sign a written Authorization Form, which meets the legal requirements imposed by state law and/or HIPPA. With your signature on a proper Authorization Form, I may disclosure information in following situations.

* I may occasionally consult with other health and mental health professionals about a case. If I consult with a professional who is not involved in your treatment, I will make every effort to avoid revealing your identity. These professionals are legally bound to keep information confidential. I will note all clinical evaluations in your Clinical Records.
* If you are involved in court proceedings and a request is made for information concerning the professional services I provided you, such information is protected by client-therapist privilege law. Whether I provide information depends on (1) your written authorization (2) you informing me that you are seeking a protective order against my compliance with a subpoena that have been properly served to me, and of which you have been notified in a timely manner (3) court order requiring the disclosure. If you are involved in or contemplating litigation, you should consult with your attorney about likely required court disclosures.

There are some circumstances in which I am permitted or required to disclose information without either your consent or Authorization:

* If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
* If a patient files a compliant or lawsuit against me, I may disclose relevant information regarding that patient to defend myself.
* If a patient files a worker’s compensation claim, and the services I am providing are relevant to the injury for which the claim was made, I must, upon appropriate request, provide a copy of the patient’s record to the patient’s employer and the Department of Labor and Industries.
* In the event of a patient’s death or disability, the information may be released if the patient’s personal representative or the beneficiary of an insurance policy on the patient’s life signs a release authorizing disclosure.

There are some situations in which I am legally obligated to take actions, which are necessary to attempt to protect others from harm and I may have to reveal some information about the patient’s treatment. These situations are unusual in my practice.

* If I have a reasonable cause to believe that a child has suffered abuse or neglect, the law requires that I file a report with the Department of Social and Health Services.
* If I have reasonable cause to believe that abandonment, abuse, financial exploitation, or neglect of a vulnerable adult has occurred, the law requires that I file a report with the Department of Social and Health Services.
* If I reasonably believe that there is an imminent danger to the health and safety of the patient or any other individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the patient, or contacting family members or others that can help provide protection.
* As a result of state regulations adopted by Washington State Department of Health, I am required to report myself or another health care provider in the event of a final determination of an act of unprofessional conduct, a determination of risk to patient safety due to a mental or physical condition, or if I have knowledge of unprofessional conduct by another licensed provider. I will also have to report a patient who is a health care provider who may pose a clear and present danger to their patients. If you have questions or concerns, please discuss them with me.

If such a situation arises, I will make every effort to fully discuss it with you before taking action and I will limit my disclosure to the least amount necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, please ask me questions as they arise. The laws governing confidentiality can be complex, when necessary I will seek formal legal counsel if needed.

If you pay for psychotherapy directly out-of-pocket (pay the entire fee without submitting it to your insurance company) then you have the right to restrict certain disclosures to your health plan. You also have the right to be notified by me if there is a breach of your unsecured Protected Health Information. You must sign an authorization for me to release your Protected Health Information for any reason not already described in this document.

**Patient Rights**

HIPPA provides you with rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your records; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location in which protected information disclosures are sent; having any complaint you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, my privacy policy, and procedures.

HIPPA ensures confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my Internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider.

**Professional Records**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in the unusual circumstance that I conclude that disclosure could reasonably be expected to cause danger to the life or safety of you or another or that disclosure could reasonably be expected to lead to your identification of the person who provided information to me in confidence under circumstances where confidentiality is appropriate, you may examine and/or receive a copy of your Clinical Records, and you must request this in writing. Because these are Clinical Records, they can be misinterpreted/misread by an untrained reader. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents.

The notes I keep are very brief records, noting only your name, dates of service, the fee and a record of payments, a signed copy of this disclosure statement, presenting problems and diagnosis, the results of formal consultations, and progress notes. If you prefer that I keep no records, you must give me a written request to this effect for your file and I will only note that you attended therapy along with the fee arrangement in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location, which cannot be accessed by anyone else, for five (5) years after the last session. After that time, all records will be securely destroyed.

**Acknowledgement of Disclosure Statement**

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPPA NOTICE FORM DESCRIBED ABOVE.

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