

## **SOPHIA RATH, PhD, PLLC**

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### **INFORMED CONSENT & POLICY PRACTICES**

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at our next meeting. When you sign this document, it will represent a contractual agreement between us.

#### **COUNSELING SERVICES**

You have taken a very positive step by deciding to seek counseling. Counseling is not easily described in general statements. It varies depending on the personalities of the Counselor and client, and the particular problems you bring forward. There are many different methods I may use to deal with the problems that you hope to address. Counseling calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Counseling can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, counseling has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the counselor you select. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

#### **MEETINGS**

I usually schedule one 50-minute session (one appointment hour of 50 minutes duration) per week at a time we agree on. Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you may lose some of that session time. If you “no show” to three appointments without advance notice, I will use my discretion to determine if it is appropriate for us to continue the counseling relationship.

#### **PROFESSIONAL FEES, BILLING, & PAYMENT**

Our work together will begin with an intake interview so that I can get a sense of your concerns and background. The charge for this 80-minute intake session is \$195. Subsequent 50-minute counseling sessions are charged at \$145. Payment is due at time of service and can be made by cash or check. A \$25 service fee will be charged for any checks returned for any reason for special handling. In circumstances of unusual financial hardship, I may be willing to negotiate a fee

adjustment or payment installment plan.

In addition to weekly appointments, I charge this amount for other professional services you may need. Other services include report writing, telephone conversations lasting longer than 15 minutes, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and time spent performing any other professional service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time even if I am called to testify by another party.

You will be expected to pay for each session at the time it is held unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due.

### **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. *I do not currently bill insurance.* However, your insurance carrier may consider me an out-of-network provider. This means that I will provide you the documentation you need to submit to your health insurance provider. Your health insurance provider will then reimburse you the agreed cost outlined in your benefits. Please familiarize yourself with the details of your health care benefits ahead of time. It is very important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health benefits.

### **CONTACTING ME**

I am not always immediately available by telephone. When I am unavailable, my telephone is answered by voice mail that I monitor frequently. I will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychiatrist on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

### **SOCIAL MEDIA & 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.

### **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records, or I can prepare a summary for you instead. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. Clients will be charged an appropriate fee for any professional time spent in responding to

information requests.

### **MINORS**

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. If they agree, I will provide them only with general information about our work together, unless I feel there is a high risk that you will seriously harm yourself or someone else. In this case, I will notify them of my concern. I will also provide them with a summary of your treatment when it is complete. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have with what I am prepared to discuss.

### **CONFIDENTIALITY**

In general, law protects the privacy of all communications between a client and a counselor, and I can only release information about our work to others with your written permission. But there are a few exceptions:

- In most legal proceedings, you have the right to prevent me from providing any information about your treatment. However, in some proceedings a judge may issue a subpoena for my testimony if he/she determines that the issues demand it.
- There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal some information about a client's treatment. For example, if I believe that a child, elderly person, or a person with a disability is being abused or neglected, I must file a report with the appropriate state agency.
- If I believe that a client is threatening serious bodily harm or death to another, I am required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.
- If I believe that a client is expressing the intent to complete suicide or that there is substantial risk of incurring serious bodily harm, I am obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

These situations have rarely occurred in my practice. If a similar situation occurs, I will make every effort to fully discuss it with you before taking any action.

I may occasionally find it helpful to consult other professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

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.

While this written summary of exceptions to confidentiality should prove helpful in informing you

about potential problems, it is important that we discuss any questions or concerns that you may have at our next meeting. I will be happy to discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and I am not an attorney.

**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. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the counseling is not being effectively used or if you are in default on payment. I will not terminate the counseling relationship without first discussing and exploring the reasons and purpose of terminating. If counseling is terminated for any reason or you request another counselor, I will provide you with a list of qualified counselors to treat you. You may also choose someone on your own or from another referral source.

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

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Client signature Date

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Sophia Rath, PhD Date