Lesli Desai, LICSW, PMH-C Phone: 206-486-6167 Fax: 206-501-4388 *Mailing Address:* 6523 California Ave SW #7 Seattle WA 98136 lesli@seattle-therapy.com



# NOTICE OF PRIVACY PRACTICES AND DISCLOSURE STATEMENT

Welcome to my practice. This document contains important information about my professional services and business policies. Licensed Clinical Social Workers are required by state law to provide information about their practices to prospective clients. Please read this carefully and let me know if you have any questions or concerns. You will be asked to acknowledge and agree to the information enclosed and then physically or digitally sign the same document at our first session as well as periodically during our ongoing work. When you sign this document, it will represent an agreement between us. You are not liable for any updated fees or charges for services rendered prior to the receipt of this disclosure statement.

# **Professional Training and Therapeutic Orientation**

I am a Licensed Independent Clinical Social Worker (LICSW) in Washington State, License number LW60568388 and my National Provider Identification (NPI) number is: 1033592621. I graduated from the University of Washington School of Social Work in 2011, and subsequently completed the state's licensure requirements and passed the national board to become an LICSW. I have a passion for working with children and families and experience with these populations in private, public, and clinical settings since 2003; since 2013 I have been working primarily with pregnant and postpartum women and their families.

I provide both individual psychotherapy and couples counseling; my goal is working with my clients to create a unique treatment plan that fits their values and desires to positively change their life. I believe that reaching out for help is not a sign of weakness, but rather a sign of strength. You have recognized that something doesn't feel right and you want a better life for you, your child, and your family. Therapy is a safe place to explore your current challenges and stressors, learn about the connections between your past and present, and actively take steps towards achieving your goals. I began clinical work with the goal of working with children and families and over time, I developed a specialty in working with perinatal mood and anxiety disorders. Working with mothers in transition and children has allowed me to positively impact the quality of life for new parents as well as the quality of life for infants and children.

I believe therapy is a collaborative process and I work with patients to create a plan that fits their values and goals – I do not and cannot make decisions for you or tell you how to handle a situation or define right and wrong for you. If you are coming to therapy for a specific goal or skill-building, we can work together to explore your emotional experience, brainstorm different options, make plans and practice accountability for your decisions. Our work together can also be an exploration into who you are and how you came to be the person you are today, processing past or recent hurt or trauma. Studies show that the greatest contributor to successful treatment is the positive relationship between the therapist and client. I work hard to create a supportive environment for all the clients I work with. As a social worker, I have been trained to incorporate who you are as an individual with the environment in which you live, work, and interact daily. Therapy is not an easy process – remembering or talking about unpleasant experiences can result in feelings of anger, sadness, worry, frustration, or loneliness. Sometimes we are working together to change habits that have been automatic for decades. Together, in a safe environment, I believe each client can create the changes they desire in their life. I use a variety of therapeutic modalities such as, but not limited to, cognitive behavioral therapy (CBT),

interpersonal therapy, mindfulness-based CBT, solutions-based therapy, EMDR and Reproductive Trauma. In 2021, I became roughly the 40th clinician in the state of Washington with a Perinatal Mental Health Certification (PMH-C). The PMH-C title was created by Perinatal Support International in 2018 to provide structure and standardization of training and experience working with and supporting perinatal clients and their families. In addition to meeting the preliminary requirements and passing an exam, I also continue to take continuing education in the world of perinatal mental health to ensure that I am up to date, inclusive, and informed on current perinatal topics. Providers in this speciality used to talk about "postpartum mood and anxiety disorders" despite the fact that symptoms can and do occur prior to pregnancy and in pregnancy, as well as the postpartum period. Around 2015, the language shifted to perinatal mood and anxiety disorders (PMAD), to try and reflect a more holistic approach but our knowledge and experience as a field continues to deepen. It is not just the gestational parent that struggles or that needs support - it is about supporting non-gestational parents and partners; it's about supporting birth, foster, and adoptive parents; it's about supporting those who have navigated loss and made the decision to live child-free or childless. It's about the countless ways that we navigate the reproductive period and reproductive decisions in life, however that looks for a particular client or family. For this and many other reasons, I prefer to talk about my speciality as Reproductive Mental Health and self-identify as a Reproductive Clinician, and my areas of focus include supporting clients and families while trying to conceive, navigating infertility treatment, pregnancy loss (miscarrige, stillbirth, termination for medical reasons - TFMR, and neonatal loss), pregnancy and the postpartum period, and the transition to parenthood, including alternative paths to parenting (surrogacy, adoption, foster care, and choosing to live childfree-not-by-choice or childfree-by-circumstance).

As of January 2019, I no longer work with clients under the age of 13. Please keep in mind that I do not have training and experience providing custody evaluations or fulfilling the requirements of court orders. The intent of my practice is to support the emotional wellbeing of children and their families, not to engage in parenting evaluations and recommendations or legal conflict resolution. There are additional fees if I get subpoenaed or called into legal or court proceedings and/or subpoenaed for legal action involving you and our work together.

#### **Risks and Benefits to Therapy**

Psychotherapy or therapy is a personal process and the experience is different for each client. There is no guarantee that therapy will work the way you want it to and solve situations for you. Therapy often brings up difficult memories or emotions that persist even after our session has ended; progress may be slower than originally expected or predicted. Much of the work we do in session will require time and effort processing or practicing skills outside of session and success depends on your ability to follow through. I do not provide medication, prescription recommendations, or legal advice as these activities do not fall within my scope of practice. Despite these limitations and risks, therapy can help in many ways. Committing to treatment often results in developing new and empowering coping skills, positive behavioral changes, a reduction in symptoms that interfere with quality of life, and the ability to address future problems and stressors with an increased sense of self and confidence. Washington State Law requires you to know that counselors practicing counseling for a fee must be registered or licensed with the Department of Health for the protection of the public health and safety. Registration of an individual with the department does not include recognition of any practice standards, nor necessarily implies the effectiveness of any treatment.

#### Confidentiality

It is important for you to know that I am involved in multiple projects and organizations, in addition to the services I provide at Seattle Therapy. Currently, I am a co-founder and leader of two reproductive clinician groups, and co-facilitate a women's support group for TFMR. In the past, I have held a clinical advisory board position with the non-profit Return to Zero; I was a director and co-founder of Transition to Parenting, a small non-profit offering parenting workshops and training opportunities to Seattle families from November 2016 through November 2018; I completed my work as a clinical social worker at Swedish's Center for Perinatal Bonding and Support in January 2018 and remain closely connected to the team there. In my capacity as an

individual therapist, I follow a strict conflict of interest and confidentiality policy. Your information will never be shared between roles and organizations; any case consultation I do with other clinicians will not include PHI or identifying information for you. Please feel free to address any concerns or conflicts with me at any time.

You have the rights to Confidentiality in our work together as provided in RCW 18.19.180. Information revealed by you during your therapy is confidential, and will not be shared with anyone else without your written permission, except where disclosure is required by law or as provided below:

- 1) You give written consent, or in the case of the death or disability of the client, the client's personal representative, other person authorized to sue, or the beneficiary of an insurance policy on your life, health or physical condition gives written consent.
- 2) If the client is a minor, and the information acquired by the counselor indicates that the minor was the victim or subject of a crime, then the counselor may testify at any proceeding wherein the commission of the crime is the subject of the inquiry.
- 3) If you bring charges against me with the State of Washington Department of Health, the records will be released to the Department of Health.
- 4) The event of such disclosure will avoid or minimize an imminent danger to your health or safety.
- 5) In response to a subpoena from a court of law or the secretary of the Department of Health. The Secretary may subpoena such records if they are related to a complaint or report under RCW 18.130.
- 6) If the records are subpoenaed by an attorney in the State of Washington, provided such compulsory process was in accordance with RCW 70.02.060, they will be released unless you procure a Protection Order within fourteen days of the date of the subpoena was served on the counselor and on you.
- 7) If it becomes necessary to refer your account for collections or to legal counsel in order to collect amounts owed by you (this likely may not include any information other than the fact of money owed for services by you).
- 8) If it becomes necessary to consult with my own legal counsel and or insurance company for advice and respresentation.
- 9) As required by RCW 26.44 as now or hereafter amended, (Abuse of Children and Adult Dependent Person) which requires reporting to the proper authorities in all cases of suspected abuse (or victimization by a crime) including sexual exploitation, negligent treatment or maltreatment, abuse or neglect of a minor, a developmentally disabled person or an elderly adult.
- 10) I may consult with another professional about your concerns and how I might proceed in order to help you, but I will do so without using your name. The other professional will be bound by the rules of confidentiality as well.
- 11) Most insurance companies require a diagnosis and some require progress reports. If your insurance company covers my services, you may want to check out their requirements before billing them, as these reports represent a leak in your confidentiality.
- 12) In the event of sudden death or incapacitation, my professional will dictates that a designated Professional Executor, who is also a mental health clinician, will take control of all records and client contacts for the purpose of notification and assisting re-establishing with a new provider as desired.

I am compliant with the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient's rights with regards to personal health care information.

Client files are confidential, are retained for a period of seven (7) years following our last completed session, and destroyed after the seven-year period (WAC 246-809-035). If you would like me to have communication with others as it relates to your therapy, you will be required to sign and date a written permission for Release of Information (ROI) to any individual(s) of your choosing. Since the nature of therapy is to provide a safe environment to work on personal issues, it is recommended that this information be released only to those individuals acting on your behalf. If I am contacted and requested to share information about you, I will first

contact you to discuss the situation and get a new ROI on file if needed in order to comply with the request.

I am often out and about in Seattle and surrounding areas, especially West Seattle, either by myself or with my family. To protect your confidentiality, if I see you in public I will not initiate contact with you. If you initiate contact with me, I will respond accordingly, but not further than is offered, which means I may or may not introduce you to the people I am with at the moment. Please remember this is to protect your confidentiality and the integrity of our work together, as well as my own privacy with friends and family. I cannot control whether those whom I am with at the time, whether family or friends, may introduce themselves and ask for reciprocation.

# **Business Practices: Expectations, Attendance, and Billing**

Therapy treatment and progress relies on regular sessions; I prefer to meet with patients weekly for the first 1-2 months before re-evaluating with you if changing the cadence of our appointments is in your best interest. I also realize that weekly appointments can sometimes be more stressful than supportive; we will discuss and determine the initial schedule together. Although I will outline a general timeline at the beginning of our work, therapy is a very individual process and that timeline may change at any time, based on your preferences or my recommendations. While I do see patients for long-term work, most of my patients are coming to therapy with a specific goal in mind and once those goals are meant and stability is found, they prefer to end our work together (averaging 4-6 months, prior to Covid). I am here to support you and we will periodically check in together about how you are feeling about your progress and how we will navigate your treatment plan together. As part of this, it is important that you keep your scheduled appointments. Some patients prefer monthly appointments for maintenance work; this must be agreed upon together once a therapeutic relationship has been established. Please note that spacing out appointments longer than 1 month apart is not clinically recommended. If you have not been seen for 6 or more weeks without prior arrangement or agreement I will contact you regarding scheduling; I will offer a final chance for scheduling as well as a tentative date for terminating our services. Without communication or scheduling, our treatment will be considered complete and you will no longer be under my care. Unless otherwise communicated, you can return at any time, but will need to re-establish care for any future appointments. Preference for scheduling will be given first to current patients, then former patients looking to return, and finally new patients looking to establish care.

Therapy sessions are by appointment only. It is important to know that all of my sessions, in person and remote, are a smoke-free, substance-free, and weapon-free zone; violations of this policy may result in termination of care for our safety and the safety of others. While insurance can help defer the cost of the services I provide, many people choose not to use their insurance due to confidentiality with their insurance carrier. I can discuss this option with you prior to or at your first appointment. There are many pros and cons to using your insurance for mental health treatment vs paying out of pocket. It is also important to note that my rates are different for out of pocket sessions and sessions that are billed to insurance; all sessions are 56-60 minutes unless otherwise arranged. For out of pocket/no insurance sessions (also known as "prompt pay"), my fee is \$120 for individual sessions and \$140 for couples sessions; when billing insurance, my fee is \$150 for individual sessions and \$170 for couples sessions. I have limited sliding scale spots available for clients with a financial need; please discuss this with me prior to our first appointment. Sliding scale arrangements are set for a MAXIMUM of 6 months and then will be re-evaluated; please keep in mind that sliding scale is a benefit I make available to community members who might otherwise not be able to afford specialist care and treatment.

I am considered an in-network provider with Premera and First Choice within Washington. If you are covered by one of these plans and choose to use your insurance, you are responsible for providing me with the information I need to send in your bill. You must pay me your deductible at the beginning of each calendar and plan year if it applies, and any co-payment or coinsurance at each session after. I will bill directly to your insurance company via electronic means. You must provide me with your complete insurance identification

information as well as any other insurance plans you may be a beneficiary of, such as secondary insurance plans. If the insurance over-pays me, I will credit it to your account or refund it to you. You will be responsible for paying any and all fees if the insurance claim is denied. If I am not a preferred provider for your insurance plan, you may still qualify for out-of-network benefits. For more information about why you may or may not want to use your insurance benefits, I suggest researching your specific situation including articles like this: https://larkr.com/pros-cons-using-health-insurance-mental-health-care/. Please keep in mind: since the onset of Covid-19, there have been multiple coding changes at different times for different insurance carriers, communicated in different ways - or not at all - to clinicians in private practice. I make every effort to stay ahead of changes regarding insurance billing and will communicate with you when I find out new information and ask you to do the same if your benefits change or you learn new information about coding changes. You are responsible for the session fee at the time of service and I make every effort to keep up with my billing at the end of the business day or by the end of the business week. If your treatment ends (by choice or absence of scheduling) with a remaining account balance, please note that the full remaining balance will be due 1 month from our last appointment together unless otherwise arranged in writing. Generally, I work with clients for an average of 4-6 months, meeting weekly or every other week - but therapy is not a linear process and unforeseen circumstances for either a provider or client may shorten or lengthen the original treatment plan; some clients also choose to keep working beyond the original concerns that initially brought them to my practice. When the treatment plan changes, I will discuss this with you directly and we can explore choices and options together. I make every effort to communicate session costs, treatment costs, and accrual of a balance to your account when insurance billing is delayed, interrupted or changed; despite my best efforts, there may be additional items, services or sessions that I recommend as part of treatment that are not reflected in this disclosure and time/cost estimate of care. The financial information provided in this document and the estimate of your costs is only an estimate, and your actual charges may differ. You have the right to initiate the patient-provider dispute resolution process if the charges you are actually billed substantially exceed the expected charges in this estimate. This estimate of costs is not a contract and does not obligate you to obtain clinical services from me.For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises

If you cancel with less than 24 hours notice, you will be charged \$75; if you forget /skip your appointment and do not show up without any communication (also known as a "no-show"), you will be responsible for the full session fee (\$120/\$140, \$150/\$170 respectively). I cannot bill missed sessions to your insurance, and you will be responsible for the full fee. The only exceptions to this rule are if you would endanger yourself by keeping the appointment (for instance, driving on icy roads even with proper tires) or if you or someone for whom you are a primary caregiver has fallen ill suddenly. If you are late for a session, I may see you for the remainder of the original time scheduled; if you are more than 20 minutes late, you may have to reschedule your appointment and will be charged for the full session. If tardiness or attendance becomes an issue, I will address my concerns with you directly and offer referrals for other providers who may be a better fit for you. I offer telehealth appointments; the rate for a phone session or video session is the same as an in-person session. Please note: Some insurance plan differentiates phone sessions vs telehealth sessions; some insurance plans also require a specific platform for telehealth and I am unable to register for additional platforms at this time.

There are many benefits to coordination of care and collaborating with other clinicians on your care team (also known as wrap around support), so that I can work in conjunction with other providers who have your best interests at heart. This may include but is not limited to sending notes, phone consultation, filling out evaluations, or writing out statements/letters for FMLA and/or disability paperwork. I do not charge for the first 30 minutes; for every additional 30 minutes I spend completing paperwork or consulting with a member of your care team, I charge \$50. This makes an hour-long consultation or other administrative tasks that take an hour \$100. I currently do not charge if I have to call your insurance to get a claim processed or check benefits; however, that may change if the need arises.

I do not engage in parenting evaluations, custody recommendations, divorce proceedings, court proceedings, or legal processes. I do not have training or qualified experience providing declarations for court, legal evaluations or fulfilling the requirements of court orders. The intent of my practice is to support the emotional wellbeing of children and their families, particularly in the perinatal period; getting involved in court proceedings or attending court with or for a client can change the therapeutic relationship and I prefer to remain a safe space for processing and supporting your wellbeing. It is also important to note that many courts, attorneys, and judges prefer or require a minimum of a PhD, PsyD, or MD to support a client in court proceedings or take the professional perspective seriously. Therefore, it is my policy not to participate in litigation. I will provide documentation of your participation in treatment with me upon written request but will not participate in court proceedings or make recommendations for the court. There is a flat fee of \$200 per hour for documentation preparation for court proceedings; this may include a summary of treatment or providing any notes, depending on the specified document request. I will release these after being given appropriate legal documentation asking me to do so, such as a subpoena, and having had that documentation reviewed by the organizations or my personal legal representation. If you become involved in legal proceedings that require my participation, you will be expected to pay for my time even if I am called to testify by another party. Due to the complexity and difficulty of legal involvement, I charge \$300 per hour for preparation and attendance at any legal proceeding, with an initial deposit of \$600. The time begins from when I step foot outside of my office or residence until I step foot back into my office or residence. Any remainder not used once your case has been closed or resolved by the courts and documentation is provided to me with written notice, will be returned to you within thirty (30) business days.

As per the state of Washington and the Department of Health board which issues my license, I have ten (10) business days to provide documentation, which falls within your rights as a client. If I am being asked to provide legal documentation due to a subpoena which is verified by my personal legal counsel I have the amount of time specified within that subpoena to comply with the request and the option to request an additional seven (7) business days maxing out at twenty-one (21) days to get specific documentation for legal proceedings. All of this is covered by my court fees and court documentation fees which are \$200 dollars an hour for documentation preparation which includes but is not limited to documentation, consulting with the identified legal counsel or the client if required, or speaking with you the client about anything legally related. If I am subpoenaed to come to court as stated, my fee is \$300 dollars an hour from the time I leave my door to the time I arrive back. All fees related to court proceedings will be processed on a weekly basis and an itemized list may be provided monthly upon request.

I will communicate all planned vacations and absences with as much notice as possible and communicate with you in session as events come up; where needed, I will accommodate changes in our scheduling pattern so that I can continue to meet your therapeutic needs. While I try to minimize any unplanned time off, it does happen and I ask for your patience and understanding. I reserve the right to take US Federal holidays and other observed holidays off as well. I will try to communicate with as much notice as possible with unexpected absences. If I need to take a leave of absence longer than one (1) week, I will coordinate with other providers in the area for continuation of care during my absence, either for phone check-ins as needed or scheduled appointments, in an attempt to minimize disruptions to your treatment. I make every effort to keep insurance coverage in mind in these circumstances but cannot guarantee I can find a temporary provider in the area who takes your insurance and/or who matches my fees. It is ultimately your responsibility to determine any new or different fees with another provider. I will notify you when I am ready to start scheduling patients and you are welcome to return unless otherwise communicated.

Since Covid-19 and the Global Pandemic of 2020, telehealth and telemedicine has become more commonplace

and acceptable. There is a separate disclosure below if you are interested in using or continuing telehealth/telemedicine services, though the attendance, finance, and office policies all remain in place.

You have the right to review your records and files at any time. You should know that for your protection I keep minimal records: billing information, correspondence, release forms (if any), and my copy of your signature page ensuring that you have read this document and been informed of the way I counsel, my competence, and your rights. I include a few notes for each session, but I usually share my understanding of your concerns directly with you. When you sign the Signature page to this Disclosure Statement you will acknowledge that you want me to keep minimal records. Requests for records, either by yourself or a third party, can only be released after receiving a signed Release of Information (ROI) by the client/legal guardian (unless legally compelled). There may be a small fee for records requests in order to cover copying/printing, postage if necessary, etc. Fees will be discussed and acknowledged prior to completion of the records request. Please also note that I do not engage in parenting evaluations or legal processes; if I must engage legal counsel or participate in a legal process on your behalf, you will be billed accordingly for my professional hourly rate for the time involved and my legal as well as insurance fees.

As part of our work together, I may make recommendations for various books that may be useful to you in your reflections and education. If you see a book on my bookshelf you would like to borrow, you are welcome to ask about borrowing it. Most, but not all, books are available for borrowing. It is expected that you will return the book after 1 month/4 weeks unless otherwise arranged. If you lose or damage the book to the point that it is no longer readable by another client, you will be charged the cost of a replacement. If you lose or damage a book, you may not be able to borrow books in the future. Most of the books on my shelves are readily available for purchase online or in bookstores; others can be easily found in thrift stores or borrowed from a local library.

#### **Communication and Social Media Policies**

Psychotherapy is one of the most private endeavors in which anyone can engage. We will be sharing your personal thoughts and feelings in a way that is different from social and intimate relationships outside of therapy. The success of this work depends in part on maintaining the privacy of what we discuss together. Our therapeutic relationship prevents our ability to have a social or intimate relationship outside of the office, to promote our work as a personal endeavor. To protect the private nature of our work and keep it separate from our lives outside of our work, I discourage posting any information about our work online or in social media outlets and do not authorize any use of my or the company's name, image, or likeness. I encourage you to tell me about any discussions you have, if you talk about our work with others. While it may feel odd, or even difficult, to keep the discussions that we have private, my experience is that it promotes the best results in our work. I will not share any information about you or your treatment, unless required by law or requested by you to break confidentiality.

When we set up our initial appointment, I will ask permission to send you an invitation to my patient portal through SimplePractice. SimplePractice is an electronic health record (EHR) program that allows me to manage my practice and billing in our current day and age. I have made every effort to make my initial paperwork electronic and the invitation to SimplePractice allows you to review and complete the initial paperwork prior to our first session; in our first session, I am happy to address any questions and concerns prior to starting our work together. In addition to completing the initial paperwork, SimplePractice provides appointment reminders, by text or email, as well as an encrypted communication option (alternative to standard, unsecured email). I will require you to sign and agree to this disclosure statement at or before our first session and at that time, you will also have the ability to accept or decline various communication options. I ask that you consider your choices carefully and choose the options that fit best for you. None of your choices regarding communication preferences will negatively impact the work we do together, but it is important to advocate for your own wants

and needs. These preferences can be updated at any time, and I ask that all clients review and recommit to the disclosure statement and review their communication preferences at the beginning of every calendar year.

Ideally, all communication between us occurs in person/at our sessions. When it is necessary to communicate between sessions, I ask that you call me or contact me through your selected communication choice (email or encrypted communication platform). If I need to contact you, I will call the phone number you provide to me on your information sheet, unless you have noted a different communication preference. I do not communicate on social media sites with patients or former patients to protect the privacy of our relationship, both in active treatment or after our therapeutic relationship has ended. I do not communicate with patients by email or text, unless you have consented to receive communication by those methods knowing the risks and limitations – and if we do communicate electronically, I will keep my side of the conversation short and brief.

You may reach me at 206-486-6167, which includes a confidential voicemail; records or documentation can be faxed to my private secure line at 206-501-4388. I make every effort to return messages in 48 business hours. I check my messages and email regularly throughout the week, unless I am out of town or on planned leave. You will be informed in advance of my vacation time. If you have an after-hour's emergency and are unable to reach me, please call the Crisis Clinic at 206-461-3222 or 1-800-244-5767, or contact Emergency Services (e.g., Police, EMS) by dialing 911. Please do not use emails or texts for emergencies. If we decide together that you need a provider who can be available to you more frequently or provide care that I am not able to provide, I may assist you with additional referrals.

In the technological world that we live, I make every effort to ensure the treatment you are receiving is confidential. Depending on the method of communication and provider, there is always the possibility that unauthorized persons may attempt to discover your personal information; I use a company called Spruce Health Services for my phone, text, and fax communication. Together I have a signed Business Associate Agreement (BAA) with Spruce as well as Google/Alphabet to ensure HIPAA compliance and confidentiality. You can choose to download the app for Spruce to encrypt our text communication if you would like additional security in messaging me, but you are not required to download the app to communicate with me. I take every precaution to protect your information but cannot guarantee unauthorized access to electronic communications (including but not limited to telephone/voicemail, email, secure patient portals, and text). Voice mail and phone calls are more secure methods of communication than email or text. Be aware that emails can be read by third parties and that if you use your work email your employer can intercept or if friends, family, significant others, or coworkers share access to your computer or phones. If you choose to communicate with me by email, be aware that all emails are retained in the logs of your and my Internet service providers; the same can be true for text communication depending on the provider and plan. You should also know that any emails or texts I receive from you and my response that I send to you can become part of your legal record. Some clients prefer the convenience of email communication and texting despite their lack of security. I ask that you determine your own preference for security versus convenience in communication.

You may find information about my psychotherapy practice at my website, <u>www.seattle-therapy.com</u> Beyond that, I ask that you and I do not gather other information about each other online or by discussion with other people, aside from what we discuss together in my office. If you do come across personal or professional information about me online or through other people, I encourage you to bring it up in our discussions, so that we may understand any meaning it has for you and our work. I will not seek information about you online or through others; should I inadvertently come across information about you, I may discuss that with you.

#### **Professional Standards**

Successful therapy requires the effort of both the therapist and the client. You have the right to refuse therapy services and a responsibility to choose a therapist who best suits your needs. I am a member of the National

Association of Social Workers (NASW) and the Washington State Society of Clinical Social Workers (WSSCSW) and I am accountable for my work with you and agree to provide services to you in an ethical and professionally competent manner. After the first 2-3 sessions, I will assess if I can be of benefit to you. I do not accept clients who, in my opinion, I cannot help. In such a case, I will give you a number of referrals who you can contact. If at any point during psychotherapy I assess that I am not effective in helping you reach your therapeutic goals, I am obligated to discuss this with you and, if appropriate, to terminate treatment. In such a case, I would give you referrals that may help you establish with a new provider.

You have the right to discuss with me any questions you have about your therapy. You also have the right at any time, and for any reason, to decide that you do not wish to continue therapy or to change therapists. I am more than willing to provide names of other therapists in the area as well. I encourage you to discuss your decision to end treatment, as it is an important part of the therapeutic process.

If you have any complaints you can contact the association of Social Work Boards (800) 225-6880 or Washington State Department of Health (800) 525-0127 (mailing address: The Department of Health, Health Professions Quality and Assurance Division, PO Box 47869, Olympia, WA 98504-7869).

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information.

THANK YOU FOR REVIEWING THE ENTIRETY OF MY DISCLOSURE STATEMENT. PLEASE USE THE "INFORMED CONSENT 2022" IN SIMPLE PRACTICE TO REVIEW AND COMPLETE AN INFORMED CONSENT ELECTRONICALLY REGARDING THE POLICIES, GUIDELINES, AND STIPULATIONS OUTLINED ABOVE.

IF YOU HAVE ADDITIONAL QUESTIONS, WE CAN ADDRESS THEM PRIOR TO OR IN THE FIRST SESSION.

Lesli Desai, LICSW, PMH-C Phone: 206-486-6167 Fax: 206-501-4388 Mailing Address: 6523 California Ave SW #7 Seattle VVA 98136 lesli@seattle-therapy.com

# Please read the following Disclosure and Informed Consent for Telemental Health/Telemedicine:

I am pleased to be able to offer telemental health services throughout our course of treatment, when clinically appropriate. Telemental health enables Lesli Desai, LICSW, PMH-C to provide safe, effective, and convenient care through the use of technology. As with any health care service, there are risks and benefits associated with the use of telemental health and I understand I can ask direct questions about telemental health at any time to Lesli Desai, LICSW, PMH-C.

# Possible Risks of Teletherapy:

- Abrupt termination of episode of care with provider during a global pandemic or other public health state of emergency as determined by local and federal declarations until in-person sessions are deemed socially or clinically safe
- Potential for technology failure, poor image or audio quality, and interruption of scheduled session
- Potential for digital confidentiality breaches
- Cost of computer and home/mobile internet service
- Limited visual information compared to in-person therapy this can interfere with observation of therapeutically relevant issues associated with your physical and emotional wellbeing. Potential consequences include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant (examples include but are not limited to: body changes, gait and motor coordination, posture, speech changes, noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming, manner of dress, eye contact, body language, and congruence of language and bodily expression

# Possible Benefits of Teletherapy:

- Reduced risk of infection during a global pandemic or other public health state of emergency as determined by local and federal declarations
- Continuity of care during a time of community stress and grief
- Enhanced access to mental health services that would be otherwise unavailable in person because of geographical distance, clients' abilities, or illnesses
- Being able to respond to clients in real time (as opposed to written communication between in person sessions)
- Enhanced access to mental health services by reducing scheduling challenges
- Reduction in lost work time and costs associated with travel to therapy office
- The ability of you and your therapist to view each other's facial expressions

Teletherapy is not appropriate for every client or every season of care. If there are concerns about the effectiveness of starting or continuing teletherapy, they will be addressed in a conversation between client and clinician; if the decision is made by either the client or clinician to stop treatment, an offer will be made to provide referrals but the clinician cannot guarantee referrals will have current space or ability to provide in-person care if requested.

Please consider the choice to pursue or engage in teletherapy services carefully and discuss any concerns as needed with your provider. By choosing to engage Lesli Desai, LICSW, PMH-C for telemental health services, I acknowledge and agree to the following:

I have chosen to receive some or all of my care through the use of telemental health.

I understand the risks and benefits of these services and consent to the use of telemental health in my treatment, either through SpruceHealth or SimplePractice Telehealth, both of which either require an app to be downloaded on my mobile device for confidentiality and encryption, or can be accessed on a laptop/desktop with internet access, also encrypted through the secure link. I understand that I am responsible for communicating my choice in telehealth platform at the time of scheduling and that all policies for attendance and fees for late canceled or missed appointments for in-person appointments still apply. While many insurance companies cover telemental health as they do in-person sessions at this time, I understand that I am responsible for understanding my insurance benefits and any changes to those benefits for the duration of treatment with Lesli Desai, LICSW, PMH-C. I understand that I (not my insurance company) am responsible for full payment of service fees if insurance stops covering telehealth.

I understand, in order to have the best results for telemental health, it is ideal to be in a quiet place with limited interruptions. Telehealth/video sessions <u>will not happen</u> if you are actively driving a car or in any other situation where you may be distracted and potentially cause harm to yourself or others; we can switch to a phone call or you will need to pay a late-cancellation fee if we are unable to complete the session safely. Lesli Desai, LICSW, PMH-C agrees to inform me and obtain consent if another person is present during the session, for any reason. I also agree to inform Lesli Desai, LICSW, PMH-C if another person is present during any part of the session, physically or virtually (including children, pets, partner, etc) or if I wish to tape or record any of the session, to communicate that to Lesli Desai, LICSW, PMH-C prior to initiating recording. Washington is a two-party consent state (it is a crime to intercept or record a private telephone call, in-person conversation, or electronic communication unless all parties to the communication consent) and I do not authorize or consent to our sessions or conversations being recorded, unless explicit agreement and consent has been provided in writing in advance as well as during the session.

I understand that this consent will last for the duration of treatment with Lesli Desai, LICSW, PMH-C and that I can withdraw my consent to telemental health at any time. I understand the same confidentiality protections, limits to confidentiality, general policies including attendance and cancellation fees, as well as rules around record keeping apply to telemental health as they would to an in-person session. I understand that Lesli Desai, LICSW, PMH-C may ask to create a safety plan, including identifying one or two emergency contacts, in the event of a crisis situation during one of our sessions. I understand that Lesli Desai, LICSW, PMH-C may decide to terminate telemental health services, if decided it inappropriate to continue with telemental health sessions or care with Seattle Therapy PLLC, at which point community referrals will be offered.

# THANK YOU FOR REVIEWING THE TELETHERAPY DISCLOSURE STATEMENT. PLEASE USE THE "INFORMED CONSENT 2022" IN SIMPLE PRACTICE TO REVIEW AND COMPLETE AN INFORMED CONSENT ELECTRONICALLY REGARDING THE POLICIES, GUIDELINES, AND STIPULATIONS OUTLINED ABOVE.

#### IF YOU HAVE ADDITIONAL QUESTIONS, WE CAN ADDRESS THEM PRIOR TO OR IN THE FIRST SESSION.