

Eastside Modern Family Therapy

Mental health counseling and consulting services for modern youth and families

23701 NE 25th Way, Sammamish, WA 98074

Michele Loewy, MS, LMFT, # MFT.LF.60682827

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DISCLOSURE FORM AND FEE AGREEMENT

The following contains important information about my professional services and business policies. It also will inform you about your rights as a client. Please read it carefully and ask any questions. Once you provide your signature at the end of this document, it will constitute an agreement between us.

EDUCATION, PROFESSIONAL EXPERIENCE, LISCENSURE

I am a Washington State Licensed Marriage and Family Therapist (License #: MFT.LF.6068282). I earned my bachelor's degree in Psychology and Child Development at Whittier College in California and attained my Masters of Science in Marriage and Family Therapy from Seattle Pacific University in Seattle, Washington. I completed my internship at Youth Eastside Services in Bellevue, Washington. I have professional experience working with child protective services, doing social work in the emergency department, and crisis outreach for schools. I am a current member of the International Obsessive Compulsive Disorder Foundation (IOCDF). I am certified to use Prepare and Enrich curriculum. I have a Gottman Level 1 Bridging the Couples Chasm Certification and a certificate in Adlerian therapy. I also completed the Behavioral Tech Training Institute through IOCDF for training in OCD Treatment, and continue to take advanced trainings in the treatment of Anxiety Disorders and OCD. Counselors practicing for a fee in Washington State must be registered with the Department of Licensing. I am registered and also received state licensure, which requires additional education, training and supervision.

MENTAL HEALTH THERAPY SERVICES

THERAPEUTIC APPROACH. I approach therapy from a systemic perspective, attending to the broader relational context that a person is living in. I believe people know their own lives best and have the right to make their own decisions. It is my job to sit with a client on his/her journey, but never to tell anyone how to live their life. I believe every client has their own resources and resiliency that can be used to make positive changes in overcoming obstacles. I work with clients from diverse cultural and religious backgrounds, gender identity, along with any sexual orientation. The practice of psychotherapy varies greatly depending on the client and the presenting problems. Some common approaches that I may use in therapy include: Psychoeducation, Experiential therapy, Cognitive Behavioral Therapy, Exposure Response Prevention Therapy, Acceptance and Commitment Therapy, and Brief Solution Focused Therapy, and assessment instruments.

LENGTH OF TREATMENT. The length of treatment varies depending on each presenting case. Some clients need only a few sessions to achieve their goals, while others may benefit from longer term therapy. Thus, we will discuss the length of treatment and recommendations as therapy progresses. Clients have the right to ask any questions you may have about the process, methods, duration, and goals of therapy; the right to discuss any concerns you may have about your progress in therapy; and the right to terminate therapy at any time. Most clients meet on a weekly or biweekly cadence.

RISKS AND BENEFITS OF THERAPY. Therapy can have benefits and risks. Since it often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings, such as sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, therapy has also been shown to have many benefits. It often leads to better relationships, it can provide solutions to specific problems, and there is often a significant reduction in feelings of emotional distress. However, due to the complexity of human nature, I cannot guarantee the effectiveness of treatment.

VOLUNTARY TREATMENT. You have the right to refuse treatment and the right to choose a practitioner and treatment modality which best suits your needs. Treatment is completely voluntary. If you are motivated to participate in therapy, the benefits are far greater than if you are simply attending because you feel forced to come. If you wish to stop treatment at any time, you have the right to do so without penalty. I encourage you to discuss this decision with me. I am happy to refer you at any time to other therapists or to community resources to further assist you. For minors, I will do a few sessions and if after the child tries it and he or she does not want to continue, I may end the therapy because it is unethical for me to treat someone if it is not reasonably beneficial to the client. In this case, referrals will be made as appropriate along with a conversation before concluding.

TERMINATION. Unless otherwise arranged, if I do not hear from you in 3 months, I will terminate our current episode of care and close your file. Termination is also decided either during a final session or via you contacting me at any time via mail, email, phone or text to inform me that you would like to officially discontinue services. You can always return at any time if I have space in my schedule. If I do not have availability, I will be happy to provide you with referrals.

COMPLAINTS

I welcome and encourage you to speak with me regarding any concerns or dissatisfaction you have with therapeutic services. If you are not comfortable with this, are dissatisfied by our discussion, or believe I am practicing unethically, you have the right to direct any complaints about Unprofessional Conduct at any time to the Department of Health (Health Systems Quality Assurance Complaint Intake: PO Box 47857/Olympia, WA 98504-7857; Ph: 360-236-4700; E-mail: HSQAComplaintIntake@doh.wa.gov, Website: <http://www.doh.wa.gov/hsqa/Complaint.htm>). For a list of specific reportable Unprofessional Conduct, see RCW 18.130.180 online at <http://apps.leg.wa.gov/RCW>.

CONFIDENTIALITY AND LIMITATIONS OF CONFIDENTIALITY

In general, all communication between a client and a therapist is protected by law and I can only release information or admit that you are a client with written authorization from the client, the client's legal guardian if under 13, or in the case of death or disability, the client's personal representative. I am legally bound by Health Insurance Portability and Accountability Act laws, and my Notice of Privacy Practices form expands upon your rights and my privacy practices (this can be found anytime at www.eastsidemodernfamily.com). Below are some exceptions to confidentiality:

- **HARM TO SELF OR OTHERS.** I may disclose your confidential information if I believe it will avoid or minimize an imminent danger to the health or safety of a client or any other individual. If I believe a client is threatening serious harm to themselves or any other individual, I will take steps to keep the client and others safe. I may contact law enforcement, the potential victim, involve supportive others, other professionals, and/or possibly seek hospitalization for the client to ensure safety of the client and others. In all cases, when clinically appropriate, I will make a reasonable effort to discuss this with the client before taking action.

- **ABUSE.** I am legally obligated to report to local authorities and/or protective agencies any physical abuse, neglect, and or sexual maltreatment of a person under the age of 18, or a vulnerable adult.
- **COURT CASES.** I do not provide clinical services for the purpose of preparing for court. If you are looking for this service, I am happy to refer you to another provider. While our communication is generally protected in federal court and courts in the state of Washington, there are some other exceptions: (a) I must respond to a valid subpoena from the secretary of health or from a court of competent jurisdiction; (b) If you choose to file a legal complaint against me, you forfeit your rights to confidentiality so that I may defend myself; (c) I may also have to disclose information if a client is hospitalized and I am ordered by the court to testify/provide documentation to help keep you and others safe.
- If you have an outstanding balance on your account after 60 days, I may disclose limited information about you to pursue collection of the debt.

PROFESSIONAL CONSULTATION. I do consult with other professionals who are bound by the same ethical and legal standards in order to provide quality services. In such cases, I will limit the information I disclose about you to the minimum necessary.

MINORS (UNDER 18 YEARS OLD). In the state of Washington, minors are able to independently consent to counseling services at the age of 13. Under this law, adolescents 13 and older are able to decide what information is released to others, including guardians. Before the age of 13, guardians' consent for counseling services and sign releases of information on behalf of the child. In order to maintain the trusting relationship between therapist and child, it is advised that parents allow the therapist discretion with respect to disclosure of the child's therapeutic information to the parents, regardless of age.

COURT TESTIMONY AND LEGAL INVOLVEMENT

In order to avoid dual relationships and conflicts of interest, I will provide you or your child with clinical services only. I do not intend to become involved in legal disputes such as personal injury lawsuits, divorce proceedings, dependency hearings or custody battles. These proceedings erode the client-therapist relationship and compromise you or your child's ability to be honest with me during treatment. In addition, I do not participate in evaluation for adoption home studies or provide evaluations of parental fitness to adoption agencies or State entities. By signing this document, you agree:

- That my role is limited to providing treatment and that you do not intend to involve me in any legal dispute;
- That you will not ask for my participation or recommendations in parenting plans, custody arrangements, visitations, or dependency hearings;
- If there is a court-appointed evaluator in your child's custody or dependency dispute, and if appropriate releases are signed and a court order is provided, I will provide general information about the child which will NOT include recommendations concerning custody, custody arrangements, or visitation;
- If, for any reason, I am required to provide expert testimony or documentation for a legal dispute, adoption proceeding or dependency case, or to appear as a witness, the party responsible for my participation agrees to reimburse me at a non-negotiable rate of \$290 per hour for time spent traveling, waiting, parking fees, time preparing reports, testifying, being in attendance, and any other case-related costs.

OTHER STATE OF WASHINGTON DISCLOSURES

The State of Washington requires that I provide you with the following information: You have the right both to receive appropriate care and treatment, and to refuse any treatment you do not want. You have the right to choose a Counselor who best suits your needs and purposes. Counselors practicing counseling for a fee must be registered or licensed with the Department of Licensing for the protection of public health and safety. Credentialing of an individual with the Department of Health does not include a recognition of any practice standards, nor necessarily imply the effectiveness of any treatment.

COMMUNICATION

You may call and leave a voice or text message at any time at **(425) 202-5985**. This is a VOIP line via Google. You may also email me at any time at **therapy@eastsidemodernfamily.com** or **message me through the CounSol Patient Portal**. I typically check messages multiple times per business day and I usually am able to return texts, calls, and emails within 48 business hours. If you contact me via email, text, or by phone, you are giving permission for me to respond in these manners respectively and/or other methods that you have already consented to. For your privacy, and with your permission, I will mainly only discuss scheduling appointments, billing/logistical information, etc. via email and text to respect your privacy unless you specify otherwise, such as giving written/oral permission, asking a question or requesting I email you something.

EMERGENCY COMMUNICATION. In case of emergency or clinical crisis, do not call me first. If you have an emergency or are in crisis, my voicemail will direct you to call the 24-hour Crisis Connections at (206) 461-3222, call the National Crisis line at (800) 273-8255, call 911, or go to the nearest Emergency Room. Please call the above numbers and then inform me once it is safe to do so.

OTHER COMMUNICATION NOTES. If I am away from the office for an extended time, I will provide you with a number and name of a trusted colleague on my voicemail/email. If I become suddenly incapacitated or deceased, a trusted colleague will contact you and maintain your records.

SOCIAL MEDIA POLICY. In order to protect your privacy, I will not connect with current or former clients via social media. I will not respond to social media requests or comments to protect our privacy. I do not solicit reviews and ask you to refrain from doing so. If you do decide to, please note that I will not respond on any of these platforms and likely will not see your comment.

APPOINTMENT AND FEE AGREEMENT

To meet with me, you must have a scheduled appointment, which is scheduled by calling, emailing, or texting me. All services are virtual. Payment is due at the time of service. **Note that fees are subject to change, but you will have at least 30 days notice before this goes into effect.*

PROFESSIONAL FEES

Initial diagnostic interview	60 minutes \$260
Individual therapy	46-60 minutes \$200
	30-45 minutes \$160
Couple/Family therapy	45-60 minutes \$225
Therapy longer than 60mins	per 15 minutes.... \$50

Other Fees* **per 15 minutes \$50**

*e.g., Report writing, meetings, letters, phone calls (free up to 15 minutes), special transportation)

Court related services* **per 15 minutes \$150**

*This will be charged in 15minute pro rated intervals. Please note, I do not provide court-related services except when someone has broken this agreement with me and/or I am compelled by the court to become involved with court related matters (e.g. testifying in court under subpoena, participating in a deposition, transportation to and from the court, waiting at court, parking fees, etc.)

Non-Sufficient Funds Checks **\$25 per check**

CANCELATIONS/LATE APPOINTMENTS. All cancellations must be made at least 48 hours in advance, otherwise, cancellations are subject to a late cancellation fee of 100% the cost of the session. I schedule this time for you. Please note that insurance companies do not reimburse for missed appointments. If you are running late for your appointment, please contact me as soon as you can.

BILLING. You are expected to pay for each session at the time it is held, unless we make other arrangements. If you think you may have trouble paying your entire balance at any time, please discuss this with me. In circumstances of unusual financial hardship, I may be able to provide a discounted rate. I currently accept cash and checks made out to Michele Loewy, or Zelle. Shared financial arrangements between parents should be worked out between the parents involved. I will not facilitate this process.

Medical Records. Your medical record is stored in a cloud-based HIPAA compliant Electronic Health Record (EHR) system called CounSol and a HIPAA compliant paid version of Google Workspace. I may charge a clerical fee and an associated fee per page, for records requests (WAC 246-08-400.)

No Surprises Act: Good Faith Estimate. The Federal No Surprises Act, Title 45 Section 149.610 of the Federal Regulations, effective January 1, 2022, has created new obligations for health care providers, facilities, plans, and insurers that are intended to protect patients from receiving unexpected or “surprise” medical bills. For transparency, all of my fees are listed below. Length of treatment can vary based on your individual needs. **It is within your rights to request an individualized Good Faith Estimate (GFE) of the expected costs of services recommended to you.**

DELINQUENT ACCOUNTS. 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 payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, the costs will be included in the claim.

REIMBURSEMENT/OVERPAYMENT/ADVANCED PAYMENT. If you over pay for sessions, the balance will either be reimbursed, or applied to future sessions. This will be discussed with you and you may decide how you would like to proceed, and the method of reimbursement.

INSURANCE

I am an in-network provider with Lyra Health (an Employee Assistance Program). For all other insurance plans, I am an out of network provider. Upon your request, I will provide you with a receipt called a Superbill for each appointment with fees listed and appropriate insurance codes that you can submit to your insurance company for out of network reimbursement. This is not a guarantee of reimbursement and I encourage you to call your insurance company in advance.

THIRD-PARTY PAYER ISSUES. If you choose to use your insurance, whether I bill them directly, or you submit receipts to them as yourself, your treatment here will be subject to utilization review by a managed care or insurance company. This usually requires disclosure of confidential protected health information such as symptoms, diagnosis, treatment plan, and relevant history. For the purpose of audits, third-party payers also have access to clients' records. Moreover, you must meet minimum criteria for "medical necessity" for insurance to cover services. They may not pay for all diagnoses, or may not pay if you do not have a diagnosis in the *Diagnostic Statistical Manual of Mental Disorders*. These diagnoses usually remain permanently on your medical insurance records. If you disagree with an insurance company's authorization decision, you have the right to appeal that decision. Please be mindful when deciding whether or not you would like to use your out of network benefits. You have the right to choose!

Please check ONE option below:

- ☐ I choose NOT to use insurance and decline receiving a Superbill. I will provide you with a Good Faith Estimate to anticipate a projected cost for 12months of services.
- ☐ I choose to submit out of network claims to my insurance company and I would like to receive a monthly Superbill.
- ☐ I choose to use my Lyra EAP benefits. I authorize the release of any medical or other information necessary to process these claims, to submit all Personal Health Information to Lyra Health, and clearinghouses in order to bill my insurance and for Michele Loewy to receive reimbursement. I further authorize direct payment to Michele Loewy.

Please include the following information to use your Lyra benefits:

Employer: _____ Employee Name: _____ Employee Date of Birth: _____

Patient's Acknowledgement of Receipt of Forms

I have been provided a copy of Michele Loewy's (1) Notice of Privacy Practices, (2) Fee Agreement, and (3) Disclosure Form. By signing below, I consent to accept these policies as a condition of receiving mental health services. We have discussed these policies, and I understand that I may ask questions about them at any time in the future. I have read, understand, and agree to abide by these documents. I accept therapeutic treatment services from Michele Loewy, MS, LMFT for myself/as the legal guardian of my child (if under 13). I understand a copy of this form will be kept in my legal record.

Client or Responsible Party Signatures:

Print Name	Signature	Date	On behalf of (for clients under 13 yrs old)

Print Name	Signature	Date	On behalf of (for clients under 13 yrs old)

Print Name	Signature	Date	On behalf of (for clients under 13 yrs old)
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If signing on behalf of a minor child under 13 years of age, do you have legal authority to consent to services on behalf of your child? ☐ yes ☐ no

Counselor Name	Counselor Signature	Date
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