

## Kind Heart Counseling

Whitney Frank, MA LMHC CMHS  
2027 196th St SW Suite A205, Lynnwood, WA 98036

### *Introduction to therapy*

I am a licensed Mental Health Counselor and a certified Child Mental Health Specialist in the state of Washington (LH60623150). I graduated with a Master of Arts in Professional Mental Health Counseling from Lewis & Clark Graduate School in Portland, OR and hold Bachelors of Arts in Art History and Gender Studies from the University of Washington, Seattle. I engage in continuing education training activities and I currently participate in an annual Gestalt Therapy program which is a foundational approach to my work in therapy and my lifestyle generally.

I view clients as the experts and guides of their own lives and believe that my role is to facilitate safe exploration of self and family, provide kind support, be fully present with the holistic and intersectional ground of your life, and challenge patterns and beliefs that may no longer be helpful to you. Each person already has within them the means to progress and heal in the ways they need; I am here to help draw out strengths, offer connection and validation, and help you illuminate paths through--not around--life's challenges.

### *Therapy Course, Scope, & Termination*

Often counseling runs along a natural course that includes an organic or planned ending about which we collaborate. You have the right to engage in a style of therapy that fits for you and/or your family and have the right to alter your treatment goals or end the therapy relationship at any point in your process. I respect and promote your right to make treatment decisions that feel best for you. Should you want to end counseling abruptly, I ask that we talk about it first. Therapy sessions may involve exploring painful experiences and challenging emotions and this can understandably result in a desire to leave; it can also indicate that you are making progress toward healing the wounds that need attention most.

I am legally required to practice within the scope of my training; as such, I will consult, refer, or terminate therapy if I believe that your psychotherapeutic needs are outside the scope of my practice or above my level of competence.

**Emergencies & Crisis Services:** I provide non-emergency psychotherapeutic services by scheduled appointment. If you are experiencing an immediate crisis or an emergency mental health concern, call/text/chat with a crisis line, call 911, or go to your local emergency room.

**Due to the Covid-19 pandemic, certain precautions are necessary to follow for in-person sessions. All clients will receive a separate information form regarding these precautions. As the nature of the pandemic continues to unfold, it is likely that the precautions may change and you will be informed as soon as possible about any updates to them. I am happy to talk with you if you have any questions or concerns about the precautions. At this time and until further notice, clients must agree to follow the precautions in order to attend in-person appointments.**

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### *Confidentiality, Mandated Reporting, & Releases of Information*

Confidentiality is a vital part of the therapy process and it is your right that the information shared in counseling sessions is held in the strictest confidentiality, including the fact that you are engaged in therapy with me. If you request that I communicate with other parties (for example a teacher, doctor, family member), you will complete and sign a Release of Information form that can be revoked in writing at any time. I follow the ethics of my field that instruct me to minimize disclosures of your information to only the smallest amount needed for a given situation. I engage in clinical consultation with similarly-licensed professionals and disclose only the most necessary case information (names and specific identifying information are not disclosed). Questions about confidentiality are welcomed at any time.

There are legally mandated limitations to confidentiality. The law requires that I report to law enforcement, child or adult protective services, and/or to include a personal or public contact in helping support your safety or the safety of others in situations that include (but are not limited to): reasonable belief that you are in danger to yourself or to others; abuse or neglect of a child or vulnerable adult; court-order by a judge. When possible, I prefer to discuss the nature of mandated reporting with you and to collaborate on a plan of action. The mandate to report in relation to the above situations is not limited to my active clients.

Youth in the state of Washington have the right to consent to treatment and hold confidentiality in therapy starting at the age of 13. It is my policy to have a 13+ youth sign a Release of Information form for a caregiver or personal contact who participates in therapy and/or is a scheduling or transportation contact; it is my best practice to have a caregiver involved in some aspect of therapy with teens when appropriate, and consistently involved for children age 12 and below. It is usually beneficial for caregivers to have some awareness of therapy and this can be provided via brief session check-ins or inclusion in therapy sessions.

For families that include separated caregivers: It is my policy to obtain a complete copy of the current official parenting plan including the section that indicates which caregivers are granted the ability to make non-emergency healthcare decisions for their child (which includes mental health counseling). Please be aware that unless there is a legal order specifically preventing a legal parent or guardian's access to their child's healthcare, I cannot prevent their access outright. If one parent who has been granted decision-making rights for their child's non-emergency healthcare actively revokes consent for their child's treatment, I will not be able to provide services. Concerns regarding all legal matters are in the purview of an attorney and I cannot help you make any legal decisions, including ones about parenting plans.

In some situations where caregivers want to initiate therapy and the youth is not interested, we can discuss if engaging in a therapeutic process for a limited time would be helpful and collaborate with the youth on how sessions will go. It is common for youth to feel

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skeptical about counseling and it can take them time to feel safe to engage in therapy. I believe that forcing any person of any age into counseling is not helpful and I will not move forward if I have reason to believe further engagement in therapy could be harmful.

### *Legal & Ethical Considerations*

It is outside the scope of my training and practice to engage with client legal matters (for example: custody decisions, divorce, parenting plans, visitation, immigration, etc.). I do not provide expert witness testimony, evaluations on parenting, mediation, family reunification, depositions, or reports to attorneys; these types of services are within the purview of forensic psychologists, professional mediators, and trained expert witnesses and I will recommend that you seek them out should these issues arise. In the unlikely case that I am involved in court testimony or other court proceedings, my base fee is \$500.00 per hour and additional fees for record preparation and travel will apply.

**Professional Boundaries:** It is my ethical and legal responsibility to maintain a professional therapeutic relationship with you; it is my intention to foster a safe and respectful treatment environment. The following practices help maintain such professionalism and safety:

**Social Media Policy:** I will not communicate with you through any social media channel or accept any friend/follow requests. Social media is not HIPAA compliant, does not allow for confidentiality, and does not promote a therapeutic relationship. Email, voicemail, and text communications are limited to scheduling purposes only and I cannot assure complete confidentiality for electronic communications. Therapeutic matters will not be discussed via email or text.

I will not engage in a social relationship with you even after counseling has ended. Should we encounter one another outside of my office, I will not initiate contact with you out of respect for your privacy. If you initiate contact, I will kindly respond and keep any conversation brief. Though gift-giving has cultural significance and can be something children in particular enjoy doing, it is my policy to not accept gifts from clients except in rare circumstances that we can discuss if it is of interest to you.

It is my practice that physical contact is extremely limited and I will seek your verbal permission for physical contact with the intention that it is beneficial to your therapy in some way (for example: a tap on your arm or a hand on your shoulder). Physical contact is never required and I will respect it if you decline. I ask caregivers to help me reinforce safe physical boundaries for their youth and prefer to give high-fives or the like to celebrate your youth's successes. I will never engage in sexual contact with any current or former client.

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Client rights for therapy and rights regarding your clinical records can be found in the brochure “Counseling or Hypnotherapy Clients” published by the Washington State Department of Health; there is a link to this brochure on my website as well.

Should you have a concern about therapy with me, I welcome direct feedback and prefer an opportunity to address your concerns in person. If you feel I have been unprofessional or unethical, you can contact the Dept. of Health HSQA Complaint Intake at 360.236.4700 or access forms online at [www.doh.wa.gov/hsqa](http://www.doh.wa.gov/hsqa).

I welcome referrals, which signify your satisfaction and trust in my services. It is a privilege to serve my clients and an honor to receive referrals.

### *Scheduling & Cancellation, Fee Structure, Communication Policies*

Unless otherwise agreed upon, the fee for a 50-minute therapy session is \$140 and for a 75-minute session is \$180. Unless otherwise agreed upon, intake sessions are scheduled for 80 minutes at a rate of \$190. The fee is due at each session and I will accept check, cash, or credit card payment (be aware that a transaction fee may be applied). Should you need to cancel or reschedule an appointment, please call or text at least 24 hours in advance. You will be responsible for 50% of the appointment fee for all appointments canceled less than 24-hours in advance or if you don't show to the appointment. In most cases, I will not schedule another appointment with you until payment for your services is received. If no payment has been received after 90 days, minimal identifying client information, contact information, and amount due may be submitted to a collection agency. Fees are subject to increase and I will notify you 90 days in advance of the increase.

As of July 2020, I can accept insurance payment through Premera and Regence plans at the rates listed above. Insurance-pay clients are responsible for all copays and any amounts for services that insurance does not cover. Private pay clients are also welcome and charged at the rates listed above. I am able to offer a limited number of clients a sliding scale/scholarship fee rate for those who do not have insurance or those for whom I don't accept their insurance and it is not possible to utilize my services as an out-of-network provider. Please inquire about this option and if we agree upon a sliding scale/scholarship rate, we will review and sign a separate form. All clients utilizing sliding-scale/scholarship rates are still responsible for 24-hour in advance cancellations and 60% of the agreed-upon fee for late-cancel and no-show sessions.

Brief phone calls in the nature of a “check-in” between sessions can be helpful; I cannot guarantee my availability via phone and therefore phone calls are not for emergency situations. I charge a prorated fee based on my hourly rate should the call last 11 minutes or longer. Any texting or emailing is limited to scheduling and related logistics; I will not discuss therapeutic matters via email or text. Should we determine that it is beneficial for me to be in regular communication with a collateral (doctor, psychiatrist, teacher, etc.), any related work such as

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11+ minute phone calls or written letters will also be charged at the hourly rate. Non-emergency communication with collaterals is not a necessity; rather it is a potentially helpful way I can support you and something we can discuss at any time during treatment.

### *Online Client Portal & Telehealth Information*

I utilize Simple Practice, a HIPAA compliant electronic health record platform from which I conduct my note-keeping, billing, scheduling, and telehealth sessions. All clients of Kind Heart Counseling, PLLC will receive access to Simple Practice's secure client portal from which you can complete forms, pay bills, receive scheduling or forms-related messages from me, and upload documents. It also provides the option for requesting appointments electronically.

Telehealth continues to be an option for therapy sessions when appropriate; appropriateness for telehealth sessions will be agreed upon for each session; depending on the specifics of our work and/or the ages and developmental level of your child, telehealth may not be suitable. In order to engage in telehealth, you will need an internet connection, personal device with camera and microphone (laptop, tablet, smart phone, etc), and a private space in which you can safely engage in session. Attendance and payment expectations for telehealth appointments are the same as for in-person appointments, including charging a cancellation fee for a late cancel or no-show telehealth appointment.

Technology sometimes fails us! Should we encounter technical issues during a telehealth session, I will make efforts to reconnect through our video devices, give you a phone call, and potentially conduct our session in an alternative format or reschedule.

Given the changing nature of the Covid-19 pandemic, insurance companies and the Washington State Legislature continue to reevaluate regulations for use of and reimbursement for telehealth in the mental health field. This means that insurance agencies may limit or end their coverage of mental health therapy appointments conducted via telehealth. I will continue to monitor these developments and inform you about changes regarding telehealth coverage as soon as I can. I ask that my telehealth clients billing their insurance also contact their insurance agency to become informed of the coverage status and their options.

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*Client agreement, consent, & signature(s)*

I have received and reviewed this Clinical Disclosure Statement. I have had the chance to ask any questions regarding this material and understand the information provided. I am of sound mind and body, participate voluntarily, and understand my responsibility to engage and collaborate in my therapeutic process.

I understand that if I have any questions or want additional information about any item in this document, I am free to ask at any time during the psychotherapy process.

I understand that Whitney Frank works to maintain strict confidentiality as outlined in this document and have reviewed the legally mandated limits to confidentiality. I understand that confidentiality cannot be assured for electronic communication like emails and mobile phone communication and I do not hold Whitney Frank responsible or liable for breach of confidentiality if I choose to communicate with her by these electronic means.

I understand that payments are due at the time of service and that I will be responsible for 50% of the session fee should I late-cancel (under 24-hour notice) or no-show for either in-person or telehealth appointments. I understand that I may not be able to schedule a following appointment until payment is received.

<i>Client Name (Printed):</i> _____	
<i>Client Signature:</i> _____	<i>Date:</i> _____
<i>Caregiver Name (Printed):</i> _____	
<i>Caregiver Signature:</i> _____	<i>Date:</i> _____
<i>Therapist Signature:</i> _____	<i>Date:</i> _____