

Game to Grow
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INFORMED CONSENT FOR TREATMENT

Disclosure Statement

This document contains information about privacy and patient (client) rights. In accordance with Washington state law, this document ensures that clients have the necessary information to make an informed decision, understand their rights and responsibilities, and agree to the services they will receive through Game to Grow, and do so of their own volition. As required by law, your [Notice of Privacy Practices](#) form for use and disclosure of Private Health Information (PHI) can be found within your client portal and is available from our office. The law requires that we obtain your signature acknowledging that you were provided this information. Your signature represents a revocable agreement between us. A written revocation will be binding on us unless Game to Grow has taken action in reliance on it; if there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

General Information

The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with your provider. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

Health Insurance Portability and Accountability Act (HIPAA)

A federal law, HIPAA, provides privacy protections for medical records and client rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment and health care operations. HIPAA requires that the clinic provide you with a [Notice of Privacy Practices](#) (the Notice) for use and disclosure of PHI for treatment, payment, and health care operations. The Notice explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that the clinic has provided you with this information.

The Therapeutic Process

You have taken a very positive step by deciding to seek therapy. Our goal is to provide you with quality therapy services. The nature of psychotherapy varies depending on the personalities of the therapist and the client. Some clients need only a few sessions to achieve these goals while others may require more. As a client, you have the right to end our therapy relationship at any point. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on temporarily uncomfortable, yet strong feelings of anger, sadness, anxiety, etc. However, the benefits of psychotherapy include better relationships, solutions to specific problems, and significant reductions in feelings of distress. In an important respect, psychotherapy is different from visiting a physician in that it calls for more active effort, engagement, and participation from the client. In order for therapy to be successful, you will have to work on things talked about both during sessions and at home. There are no miracle cures or guarantees of what you will experience. We cannot promise that your behavior or circumstance will change. However, we can promise to support you and do our very best to understand you, any repeating patterns you experience, and to help you clarify what it is that you want for yourself. Your therapist will evaluate your needs and offer treatment recommendations. You can discuss any questions you may have. If you have persistent doubts, your therapist will help you get a second opinion.

The first few sessions will involve an evaluation of your needs. By the end of this evaluation period, your clinician will be able to offer you an initial impression of your needs and a plan for what treatment might include, if you decide

to continue with therapy. If you ever have any questions regarding your visit or any services provided, you should discuss them whenever they arise.

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. Your clinician may terminate treatment after appropriate discussion with you and a termination process in the following circumstances: 1) you fail to pay the negotiated fee; 2) you have failed to show up or notify your clinician of a cancellation prior to the start of the session for 3 consecutive weeks or more; 3) you are not cooperating with the appropriate treatment recommendations; 4) your clinician believes that another therapist will be better equipped to help you with a particular issue; 5) there is a discovered conflict of interest (for example, your clinician later learns that you are close friends with one of their relatives); or 6) your clinician is moving or ending their practice. Game to Grow will not terminate your therapeutic services without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, your clinician or the Clinical Director will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for three (3) consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, your clinician must consider the professional relationship discontinued.

Client Rights and Responsibilities

As a client, you have the right to choose a therapist who best suits your needs and goals. You have a right to raise questions about your provider's therapeutic approach and to request a referral if you believe you might make better progress with another therapist. If you're unhappy with what's happening in treatment, we hope you'll talk about it with your provider or the Clinical Director so that we can respond to your concerns. If you believe your provider has engaged in unethical or unprofessional conduct, you also have the right to report your concerns to the Washington State Department of Health, Health Systems Quality Assurance, Complaint Intake, P.O. Box 47857, Olympia, WA 98504-7857, or by calling 360-236-4700.

You should also know that your provider is but one therapist employing one particular approach to psychotherapy. If your time together is not useful, there are many competent therapists in Washington. Your provider would not be insulted if you asked for a referral for an alternative therapist. Also, if for some reason treatment is not going well, they might suggest you see another professional in addition to or instead of them.

To assure quality of care, it is your responsibility to keep your provider fully up-to-date about any changes in your feelings, thoughts, and behaviors and to cooperate with treatment to the best of your ability

Meetings

Psychotherapy sessions are 53 minutes. Once an appointment is scheduled, you will be expected to give 24 hours advance notice or pay the appointment fee. Please note that insurance companies do not pay for cancelled sessions.

Multiple Relationships

Your provider can only be your therapist. It is unethical for a therapist to be a close friend or socialize with a client. Therapists cannot ever have a sexual or a romantic relationship with any client before, during, or after the course of therapy. Even though you are free to invite them, they cannot attend your family gatherings, such as parties or weddings. They will not celebrate holidays or give you gifts.

Gifts

It is the policy of Game to Grow not to accept gifts from psychotherapy clients.

Confidentiality

Washington law (WAC-246-924-363) protects communications between a client and a mental health provider. The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. With the exceptions set forth below, information about your treatment is only released to others if you provide informed consent by signing a "Release of Information" form.

Limitations of such client held privilege of confidentiality exist and several pertinent limitations are itemized below. For a complete list of limitations to confidentiality, see the [Notice of Privacy Practices](#).

1) Duty to protect

- a) There are some unusual situations in which your provider is legally obligated to take actions necessary to protect others from harm and may have to reveal some information about a client's treatment.
- b) If a client communicates an explicit threat of serious physical, mental, or emotional harm upon themselves or others, and has the apparent intent and ability to carry out such a threat, Game to Grow may be required to take protective actions by disclosing information to medical or law enforcement personnel, by securing hospitalization of the client, by contacting family members or others who can help provide protection to the client, or to the disclosed victim in the case of imminent harm to another person.
- c) In an emergency where your life is in danger, and your provider cannot get your consent, they may give another professional the minimum information necessary to protect your life.

2) Mandated reporting

- a) If your provider has knowledge, evidence, or reasonable concern or suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical (including physical injury and substantial threat of harm), emotional or sexual abuse (e.g., any kind of sexual contact or conduct), neglect, or exploitation of children under the age of 18 years.
- b) Suspicions as stated above in the case of vulnerable adults (e.g., elderly or disabled persons) who may be subjected to these abuses.
- c) Providers are required to file a report with the appropriate agency, usually the Department of Health and Human Services. Once such a report is filed, we may be required to provide additional information.

3) Court proceedings

- a) If a court of competent jurisdiction issues a legitimate subpoena for information stated on the subpoena.
- b) If a client is being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.
- c) If a client files a complaint or lawsuit against Game to Grow or professional staff, Game to Grow may disclose relevant information for the purpose of legal defense.
- d) Game to Grow will comply with appropriate court orders if (a) both you and Game to Grow have each been notified in writing at least fourteen days in advance of a subpoena or other legal demand, (b) no protective order has been obtained, and (c) Game to Grow has satisfactory assurances that you have received notice of an opportunity to have limited or quashed the discovery demand. In these cases, Game to Grow is required to submit information to the court unless we have reason to believe that this disclosure will harm the client.
- e) If any of these situations were to arise, Game to Grow would make every effort to fully discuss it with you before taking action and would limit disclosure to what is necessary.
- f) If you are involved in a court proceeding and a request is made for information concerning your treatment, such information is protected by law. Your provider cannot provide any information without your (or your legal representative's) written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information

4) Couple and family therapy

- a) In the case of couple, marital, or family therapy, your provider reserves the right to discuss information that you have shared with other members involved in the therapy if your provider believes it will help facilitate

the achievement of the goals set forth in therapy. In most cases, your provider will not reveal secrets, but instead will help you speak to your family about pertinent issues necessary for therapy to progress.

- b) If treatment involves couple, marital, or family therapy, notes on each person are commingled in the record. In the case where one party requests records, it may not be possible to exclude notes pertaining to other parties involved in treatment sessions. Furthermore, the client file cannot be released without consent from all clients in the couple or family.

5) Minors and parents

- a) The clinic is required to provide information requested by a legal guardian of a minor child, including a non-custodial parent (see “Minors and Parents” section below).

If situations arise that prompt limitations to confidentiality, your provider will make every effort to discuss it with you before taking action.

Game to Grow providers shall continue to treat information regarding a client as confidential after the professional relationship between the provider and the client has ceased.

In consideration of the benefits to be derived from the therapy and testing, the receipt whereof is hereby acknowledged, you hereby release, remise, and forever discharge and covenant not to sue or hold legally liable Game to Grow, its employees, or members from any and all claims, demands, actions, or causes of action of whatsoever kind and nature related to the counseling or testing process.

Seeing Each Other in Public

If you see your provider accidentally outside of therapy, your provider will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to us, and we do not wish to jeopardize your privacy. However, if you acknowledge your provider first, they will be more than happy to speak briefly with you, but it is appropriate not to engage in any lengthy discussions in public or outside of the therapy session.

Email and Text

Game to Grow uses the client portal of SimplePractice for scheduling and occasional between-session contact. While your clinician may try to return messages in a timely manner, they cannot guarantee immediate response and may not have time to get back to you at all, aside from scheduling information. Further, clients are discouraged from communicating counseling material between sessions as that material should be discussed only in sessions. As a result, Game to Grow requests that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Although you could reach your provider via email, Game to Grow email accounts are not encrypted. If you're uncomfortable with unencrypted email, please contact your provider via the client portal. You should be aware that third parties, including your email or Internet provider, may have access to emails you send, meaning they are not confidential. Also, be mindful of who else may have access to your email if you have a shared computer, shared email account, or may leave your email account open on an unattended computer.

Emergency Care and Crisis Situations

Game to Grow is not able to provide emergency services or psychiatric medications. Individuals who, because of psychiatric difficulties, need substantial case management and/or emergency clinician access, are generally not appropriate for Game to Grow. Such clients are better served by Game to Grow when their situation is more stable.

Game to Grow clients who are experiencing a crisis are encouraged to discuss this with their clinician as soon as possible so that a crisis plan can be developed. A crisis may be generally defined as a situation or period in which the person's usual coping resources fail and they experience a state of psychological disequilibrium in which they may be at risk for impulsive or harmful behavior. There are many examples of crisis situations, which may include: a client who is struggling with chronic and severe suicidality, a psychotic client who experiences severe symptoms (e.g., hallucinations or paranoia) because they have discontinued medications, and an alcohol/drug client who relapses to

uncontrolled drug use with danger of overdose or serious harm. Such clients may or may not constitute an imminent danger to themselves or others; nevertheless, sometimes a judgment must be made to protect the client.

The policy of Game to Grow - to which you consent as a client - is to provide conservative treatment during a crisis situation. Your clinician would work with you to establish a plan to restore normal functioning as soon as possible. In addition to coping skills and possible environmental changes, this may include consultation with your physician, or if necessary, a family member or significant others. If you are a student living in university housing, it may mean letting appropriate university officials know of your situation. The clinic may divulge your client status and the minimal treatment information necessary to protect you during a crisis period. The need for such action will be discussed with you beforehand if at all possible. This exception to normal confidentiality would remain in effect until the crisis is over or your care has been successfully transferred to another mental health provider or treatment program. This crisis policy requires your trust in our professional judgment to balance risks with your rights to confidentiality.

Game to Grow is not a crisis therapy practice. If at any time you become extremely emotionally distressed or are in danger of hurting yourself or someone else, please call 911 for assistance, or go to the nearest hospital emergency room. We do not provide an on-call service at this time. You can also contact the National Suicide Prevention Lifeline at 1-800-273-8255 (TALK). Residents of Seattle-King County can contact Crisis Connections, a 24-hour crisis line, to be linked to emergency mental health services at 206-461-3222.

Professional Records

Protected Health Information (PHI) about you is kept in two sets of records:

The laws and standards of the psychology profession require that the clinic keep PHI about you in your Clinical Record. Your Clinical Record includes information about your reasons for seeking therapy, your diagnosis, treatment goals, medications, your progress, your medical and social history, your treatment history, any past treatment records received from other providers, reports of professional consultations, billing records, and reports that have been sent to anyone, including reports to insurance carriers.

Psychotherapy Notes assist your provider in their delivery of treatment. They contain the sensitive information that you may reveal. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written authorization. You may examine and/or receive a copy of your Psychotherapy Notes unless your provider determines that release would be harmful to your physical, mental, or emotional health.

Game to Grow maintains your records in a secure location that cannot be accessed by unauthorized individuals. This documentation shall include:

- 1) Client name, date of birth, address, phone, email, family members
- 2) The fee arrangement and record of payments
- 3) Dates counseling was received
- 4) Disclosure form, signed by you and me
- 5) The presenting problem and diagnosis
- 6) Notation and results of formal consults, including information obtained from other persons or agencies through a release of information
- 7) Progress notes sufficient to support responsible clinical practice

Typically, you may examine and/or receive a copy of your Clinical Record, if requested in writing. There are a few exceptions to this access: 1) some of the unusual circumstances described above, 2) when the record makes reference to another person (other than a health care provider) and we believe that access is reasonably likely to cause substantial harm to that other person, or 3) where information has been supplied confidentially by others.

Also, Game to Grow will not release copyrighted test information or raw data. Because these are professional records, they can be misinterpreted. For this reason, Game to Grow recommends that you initially review them in the presence of your clinician or have them forwarded to another mental health professional so you can discuss the contents.

The clinical records are the property of Game to Grow and are deemed records of confidential sessions between therapists and clients. You waive any right you may otherwise have to seek to use the clinical records of Game to Grow as evidence in any judicial proceedings. You acknowledge that if anyone from this office is subpoenaed or court ordered to testify in court as an expert witness, court fees are separate from the therapist's regular therapy rates (outlined in the Courtroom Testimony section above).

Recordings

Audio and/or video recordings during appointments are not permitted except where agreed to in written documentation by all parties before recording. If the therapist or client wishes to have the session recorded for any reason, everyone involved in therapy will need to sign and agree to an additional release and the therapist will discuss the risks involved.

Minors and Parents

Parents and guardians have access to the child's protected health information for children 12 years of age and under. At the beginning of a professional relationship, to the extent that the client can understand, the provider shall inform a client who is under the age of thirteen, or who has a legal guardian, of the limit the law imposes on the right of confidentiality with respect to their communications with the provider.

The Washington State Psychological Association (WSPA) Ethics Committee references two state laws related to treatment of minors between ages 13-18:

RCW 71.34.530 – Age of consent—Outpatient treatment of minors.

Any minor thirteen years or older may request and receive outpatient treatment without the consent of the minor's parent. Parental authorization, or authorization from a person who may consent on behalf of the minor pursuant to RCW 7.70.065, is required for outpatient treatment of a minor under the age of thirteen.

WAC 246-924-363 – Protecting confidentiality of clients.

(4) ... For clients between the age of thirteen and eighteen, the psychologist shall clarify any limits to confidentiality between the minor and legal guardians at the outset of services. The psychologist will act in the minor's best interests in deciding whether to disclose confidential information to the legal guardians without the minor's consent.

This means that while Washington state law allows minors 13-18 years of age to request and receive treatment without parental consent, it does not grant them complete confidentiality. Furthermore, when it comes to determining the limits of confidentiality with this age group, the responsibility to determine what is "in the minor's best interests" lies with the psychologist.

Because privacy is often crucial to success, your provider will typically provide parents only with general information pertinent to the child's treatment. Parents may be provided a summary of their child's treatment when it is complete. Other communications will require teenager assent, unless Game to Grow feels it is a crisis situation including personal risk or physical danger to the minor. If possible, such disclosures would be discussed beforehand with the teenager to minimize their objections and concerns.

Summary of Client Responsibilities

As a psychotherapy client of Game to Grow, you agree:

1. To keep regular appointments and actively participate in your treatment.

2. To attempt any therapeutic assignments that you agree to perform.
3. To make a commitment to living and using clinic and community resources to solve difficulties. You agree to disclose to your clinician whenever you feel in crisis and/or suicidal, to work with them to come up with a crisis plan, and to give the clinic discretion regarding needed disclosures in a crisis situation.
4. To not attend treatment sessions under the influence of alcohol or other recreational drugs.
5. To never bring a weapon of any sort to Game to Grow premises.
6. To ask your clinician questions right away if you are uncertain about your evaluation, the therapeutic process, or any clinic policy.
7. To pay agreed upon evaluation and treatment fees or make arrangements to do so.

About the therapist

Jared N. Kilmer, PhD, is a licensed clinical psychologist. He obtained a doctorate in clinical psychology from the University of North Texas in 2017. His Washington license number is PY60963309 and his NPI number is 1003435694. Licensure indicates that a practitioner has met basic education, competency, and supervision standards. If more information is needed or if you wish to submit a complaint, contact the Department of Health, PO Box 47890, Olympia, Washington 98504-7890, (360) 236-4700.

Dr. Kilmer has experience working with individuals of all ages on the following issues: ADHD, anger management, anxiety, behavioral issues, bipolar disorder, borderline personality, child or adolescent, COVID-19 health crisis mental health support, chronic pain, codependency, coping skills, depression, divorce, domestic violence, dual diagnosis, family conflict, grief, life transitions, marital and premarital issues, men's issues, peer relationships, relationship issues, school issues, self-esteem, self-harming, sexual abuse, sleep or insomnia, stress, substance use, trauma and PTSD.

As an advocate of social justice, Dr. Kilmer appreciates the importance of acknowledging culture, privilege, racism, heterosexism, oppression, classism, ageism, etc. These contextual elements play an important role in our lives and are considered when determining goals and strengths.

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.