

DISCLOSURE STATEMENT AND CONSENT FOR SERVICES

Purpose of this Statement: Welcome! I hope that our work together will be helpful to your life. This statement is to provide you with information about me and the treatment offered. Please read carefully the following disclosure information and agreement for counseling services, as you will need to agree to the described terms and conditions regarding treatment, appointments, payment and insurance matters.

Qualifications: I received my Master's Degree in Counseling and Family Therapy in 1995 from Seattle Pacific University. I am licensed in the State of Washington (LH00005361).

Approach to Treatment: In our time together, I may provide educational information, support, attentive listening and insights into the challenges that you face in your life and bring to the counseling session. I am responsible for developing and implementing a treatment plan that will help you effectively address these challenges. You are responsible for your decisions and level of change. This means that you will need to focus on issues outside of the treatment hour. Given that people and situations are complex, I cannot guarantee that specific changes will occur out of our work together. You always have the right to refuse treatment.

Should it become apparent that I am not able to meet your counseling needs, I will readily provide you with a referral to other therapists.

Appointments: When you schedule an appointment, you are asking me to set aside a time especially for you. As a courtesy to me and to others who may wish to schedule, I require a 24 hours' phone or email notice to be given if you need to cancel. **YOU WILL BE BILLED A NO SHOW CHARGE OF \$100 IF 24 HOURS' NOTICE IS NOT GIVEN. INSURANCE COMPANYS WILL NOT COVER THIS CHARGE.**

Appointments are usually between 30-60 minutes in length and begin at the scheduled time. Included in this time frame is the time needed to re-schedule and pay for the session. If you are paying by check/cash please have it ready in advance. Your payment is expected at each session. If you are 30 minutes late for an in-office or virtual session it will be considered a no-show and you will be charged the no-show fee.

Fees/Payment: My fee is \$150.00 for the initial session, \$130.00 for individual sessions lasting 53-60 minutes, \$100 for individual sessions lasting 38-52 minute sessions and \$140.00 for family sessions (53-60 minutes).

I accept Visa/HAS cards as a method of payment. Your card will be run every 2 weeks if an outstanding balance is due. I will protect your credit card information by shredding the data once it is inputted into my secure merchant system. If your card is declined twice, you will be charged \$20 per event and we will need to continue on a check/cash basis.

From time to time, I may need to raise my fees in recognition of increased operating costs. Should this occur, I will provide you with advance notice. The fees I charge you may be different *if* your insurance company and I have signed an agreement for me to accept a contracted rate.

You will be charged in ¼ hour increments for telephone calls from you to discuss issues or concerns between sessions, for my telephone interactions with physicians and others on your behalf, and for reports/letters you request me to write on your behalf. If you need me to be involved in any legal issues you will be billed at \$150 an hour. You will be billed in 1/4-hour increments. Health insurance companies will not pay for missed sessions, nor will they pay for telephone calls, reports, letters, or telephone calls to attorneys. You are fully responsible for when those fees are incurred. Should you have a credit, once all fees have been collected, I will write a check to you for that amount.

The fees (deductible, co-pay/co-insurance) you are responsible for will be included on the separate Fee Agreement Page, which we will fill out, and sign together when we meet. Since you will be responsible for payments even if your insurance company declines, you should confirm your eligibility with them.

A \$40.00 fee will be charged for any check returned unpaid. If I incur any fees from my bank, those will also be charged to you. Accounts over 60 days past due will accrue interest at the rate of 1% per month on unpaid private balances (12% annually). Past private balances must be paid in full within ninety (90) days. If you leave therapy with an outstanding balance, you will no longer be eligible to return as a Patient of mine.

Confidentiality: Your participation in clinical services, the content of our sessions, and any information you provide to me is protected by legal confidentiality. Some exceptions to confidentiality are the following situations in which I may choose to, or be required to, disclose this information:

- If you give me written consent to have the information released to another party;
- With your authorization, to effect billing of a third-party payor for the services I provide to you;
- In the case of your death or disability I may disclose information to your personal representative;
- If you waive confidentiality by bringing legal action against me;
- In response to a valid subpoena from a court or from the Secretary of the Washington State Department of Health for records related to a complaint, report, or investigation;
- If I reasonably believe that disclosure of confidential information will avoid or minimize an imminent danger to your health or safety or the health or safety of any other person;
- If, without prior written agreement, no payment for services has been received after 90 days, the account name and amount may be submitted to a collection agency.

As a mandated reporter, I am required by law to disclose certain confidential information including suspected abuse or neglect of children under RCW 26.44, suspected abuse or neglect of vulnerable adults under RCW 74.34, or as otherwise required in proceedings under RCW 71.05.

Please note that when you use a check to pay your fees, you expose the information that you are in counseling. It is advisable not to write in the memo line on your check that it is for counseling if you wish to ensure maximum confidentiality.

Also be aware that if you are using your smart phone in the waiting room and you have the location service enabled, it can be discovered that you have come to this location every week. You may or may not want that information to be known, so make a wise choice given your situation.

Email/Texting/Social Media: For administrative convenience, such as scheduling appointments, you and I may decide to use email from time to time. However, I do not communicate about therapy issues using any electronic means. My email is encrypted but it is advised to use at your own risk. I generally check my email everyday so you can cancel your appointment using this means of communication as well as by phone. I do not interact with clients via *any* form of social media.

You should also know that any emails I receive from you and any responses that I send to you become a part of your clinical record.

It is NOT a regular part of my practice to search for patients on Google or Facebook or other search engines. Extremely rare exceptions *may* be made during times of crises. If I have a reason to suspect that you are in danger and you have not been in touch with me via our usual means (coming to appointments, phone) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if I ever resort to such means, I will fully document it and discuss it with you when we meet next.

You may find my practice listed on sites such as Yelp, Healthgrades, Yahoo Local, Bing or other places which list businesses. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. Some of these sites include forums in which users rate their providers and add reviews. I cannot respond to any of these reviews, positive or negative, due to confidentiality. You should be aware that when you use these sites you may compromise your confidentiality. You should also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a good possibility that I may never see it. If you want to voice concerns about our work together, I encourage you to bring your feelings and reactions directly into the therapy process. None of this is meant to keep you from sharing that you are in therapy with me wherever and with whomever you like. Confidentiality means that I cannot tell people that you are my patient, but you are more than welcome to tell anyone you wish that I am your therapist or how you feel about the treatment I provide to you in any form of your choosing.

If you do choose to write something on a business review site, I hope you will keep in mind that you may be sharing personally revealing information in a public forum. I urge you to create a pseudonym that is not linked to your regular email address or friend networks for your own privacy and protection. Should you want to do a review on me, there is that option on my website. These policies will be updated as technology changes.

Insurance Billing: There are advantages and disadvantages to utilizing insurance benefits for mental health services. You need to be aware of what it means to participate in insurance-monitored health care. Insurance companies, managed care plans and Employee Assistance Programs (EAP's) often require information about your treatment to justify or limit your coverage. This sharing of information can compromise your confidentiality. They require a clinical diagnosis, and sometimes additional information such as treatment plans or summaries and only rarely, copies of your entire Clinical Record. I will attempt to release only minimum information about you that is necessary for the purpose requested. The insurance company puts your information into a file, most likely on a computer. Though all insurances companies are required to keep such information confidential, I have no control over what they do with it once it is in their hands. This information becomes a permanent part of your medical record.

When this information goes to your physician it can mean that your health care is more comprehensive. It can also mean that you may have difficulty qualifying for disability or life insurance at a later date.

In most cases, I will fill out the necessary insurance forms needed to access your mental health benefits; however you will be responsible for any payments your insurance company does not cover (co-pays, co-insurance, deductibles, due to non-coverage). Should we agree to a service your insurance company does not cover, we will have a separate written agreement for payment of those services. I do not fill out forms for secondary coverage.

Once we understand the information about your mental health coverage, we can discuss how this might impinge on what you wish to accomplish. Should you be denied further sessions by your insurance company and you feel you are not ready to end your sessions, it is important to remember that you always have the right to pay for my services yourself (unless prohibited by contracts).

Your Chart: Your Chart: I am required by law and by all of my insurance contracts, to keep a record of our work together. Under WA State law, treatment records are required to be kept for 5 years. I will maintain your record 10 years beyond the end of therapy to be in compliance with all third-party payer contracts.

You have the right to request that I do not keep any clinical notes. Please let me know if this is your wish.

Consultation and Access to Records: I seek ongoing supervision and consultation from colleagues in order to provide you with the best services possible. I may disclose information about you in consultation with colleagues, in which case I will limit the information I disclose to the minimum amount necessary.

Treatment Ending: Treatment ends when you have completed your goals, you are referred out, other circumstances change (i.e. insurance coverage) or when there has been no contact for 4 months. Our counseling relationship will then be considered concluded and your chart will be closed.

My Website: I host a website, along with my office colleague, for the purpose of informing potential patients about our services. I also use it for patients to download my forms. I have a “Resource” section in which I have posted interesting articles and sayings. My website address is www.snohomishcounselors.com. I also have a listing on Psychology Today.

Sole Practitioner: I am a sole practitioner and am independent of my office colleague with whom I share limited common facilities at 1002 Tenth Str. Snohomish, WA 98291

Emergencies: If it is an emergency and you need immediate help, take the following measures; call the Snohomish County Crises Line at (425)258-4357 or 1-800-584-3578 (King County (206)461-3222), the National Crisis line at (800) 273-8255, call 911, go to your nearest emergency room and/or call a family member or friend.

Phone Communications: You may reach me by leaving a message with my voice message service (425) 953-4360. I generally check for messages every other day on weekdays and I will return your call as soon as I am able. I can respond quicker if you email me instead at David@snohomishcounselors.com.

In order to help me return calls promptly I use an electronic phone system. Though this system usually means that I am more accessible, occasionally the electronics fail or are updated, (when this happens it is usually for a very short period of time). Therefore, if you do not get through, or if you have not heard from me within 24 hours, please keep calling back. For immediate assistance, you may call the 24-hour crisis line at (425) 258-4357.

Ethics and Accountability: I am licensed in the State of Washington (LH00005361) as a Licensed Mental Health Counselor. I am accountable for my work with you. If you have concerns about the course of treatment, please discuss them with me. If your concerns are not able to be resolved or you feel that I have been unethical or unprofessional you can contact the Department of Licensing in Olympia at (360) 236-4700.

I am a member of the Washington Mental Health Counselors Association. I am committed to the highest standard of professional practice and adhere to both state and organizational codes of ethics.

Ethical guidelines prohibit a social or business relationship between us.

Acknowledgement and Agreement: By signing this document, you are attesting that you have received, read and fully understand and consent to the disclosures, terms and conditions above, that you have received or been given an opportunity to review a copy of the HIPPA Notice of Rights and Privacy Practices, have read and fully understand these rights and have been given the opportunity to ask questions.

By signing this document, you are attesting to your consent to participation in counseling services by David Phillips, LMHC

Patient Signature

Date

David Phillips, LMHC

Date