# **Marlene Travis, PLLC**

Marlene Travis, MS, MEd, LMHC, NCC

# **COUNSELOR DISCLOSURE & CLIENT CONSENT AGREEMENT**

RCW 18.225.100 & WAC 246-809-700 requires the disclosure of the following information in writing by counselors to clients.

#### Please review thoroughly before we first meet.

#### Welcome

Welcome to my practice. Here are three significant points about counseling with me:

(1) I want you to know, as best you can, what to expect *before* you begin counseling so you can either decline or walk in with your eyes open;

- (2) You always have the right to refuse therapy; it is your choice; and
- (3) If we agree to this counseling relationship, my goal is to honor you and your story;
- my intention is to walk alongside of and collaborate with you on your journey.

#### Why You Have Been Given this Document

Bottomline: it's a legal thing. Both State and Federal law require me to provide information intended to assist you in making informed choices as you begin your therapy process. Our signatures on the final page will represent a consensual professional agreement between us.

It also makes sense. Your first visit with a new counselor can be uncertain. It makes sense to share information at the outset to determine if we will work well together. You have the right and responsibility to choose a clinician and treatment modality that best meets your needs. Ethically, I will work with people whom I believe I can help; if we aren't a good fit, I'll help you find someone who is.

#### What to Expect in this Disclosure Statement: Three Topics

#### ABOUT COUNSELING page 1

My Treatment Philosophy; Professional Relationship; Counseling Process; Credentials & Education; Risks/Concerns; Peer/Supervision; Legal Matters

#### OFFICE POLICIES

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Appointments, Cancellations & Lateness; Technology Options in Counseling; Communication Response Time; Healthcare Info; Emergencies; Fees; Health Ins.; Good Faith Est.

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## **ABOUT COUNSELING**

#### My Treatment Philosophy

Many people begin counseling because they want to make sense of or make a change in their life. Current scientific research supports that humans benefit from safe and supportive interactions with others. My therapeutic approach is to create such a secure environment where we can collaborate together toward helping you achieve a sense of peace and direction. This requires your active participation and my objective focus.

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Our relationship will be unlike any other. It may feel like a friendship, but it is more accurately a potentially intense and therapeutically intimate partnership with the focus expressly on your growth, health and healing. A counselor's goal is not to give advice. Instead, it may be to reflect back, like a mirror, things you may not yet have seen and/or to shine a light on areas which may reveal possibilities not previously considered.

I work from an integrative perspective which includes theories and techniques such as, attachment, person-centered, internal family systems, developmental, emotional focused, lifespan integration, behavioral and cognitive, and positive psychology. The aim with any of these approaches is to help you make sense of your world and be better equipped to move toward your goal(s).

#### **Professional Relationship**

My ethical duty is to protect you and the sanctity of our relationship. In order to remain objective and consider your best interest at all times, our relationship must remain professional, limited to only client and counselor. If we were to interact in any other way, we would then have a "dual relationship" which could prove to be harmful to you in the long run. Dual relationships can set up a conflict of interest and interfere with keeping my judgment purely focused on your needs.

Here are a few ways the therapeutic relationship differs from friendships:

- <u>Seeing each other outside of our sessions</u>. I may not initiate a conversation in public to protect your privacy. Should you speak to me, our conversation can remain light and social, having nothing to do with your counseling sessions.
- <u>Ensuring my objectivity as your counselor</u>. I am ethically bound to discourage friendships or business relationships with clients outside of the counseling setting. With in-person sessions, it is likely our paths may cross in our small community. My priority will always be to act in the best interest of a professional counselor-client relationship.
- <u>Gift giving</u>. The counseling code of ethics discourages any gift giving or exchange to maintain fairness in the relationship. During certain seasons, giving gifts may be the customary means to express gratitude. One option may be to provide a gift to someone in need or an agency (ex. food bank) in lieu of a gift to your counselor.
- <u>Opinions vs. Tested Theories</u>. Friends may see your position from their personal viewpoints and experiences. Counseling promotes helping you choose what is best for you; counselor's responses focus on evidence-based theories and methods of change.

## The Counseling Process from Start to Finish

<u>Initial Sessions</u>. During our first few sessions, I will assess whether I can be a benefit to you. I will not accept clients whom I believe I cannot help effectively or efficiently. In this case, I would refer you to someone else who may work well with your specific concerns or who will provide another treatment model that better addresses your needs. During our beginning sessions, we can discuss my working understanding of your concerns, my proposed treatment plan, risks and benefits, as well as therapeutic objectives and possible outcomes. You have the right to ask questions, modify goals or inquire about other forms of treatment.

<u>Ongoing Sessions</u>. To reach your goals in a timely manner, it is assumed we may meet weekly or biweekly. Together we can determine the frequency of your sessions and adjust accordingly. Periodically, you may wish to invite a support person to session. We can discuss the risks and benefits and be clear what you want *before* they join our session. You and *your* health remain the priority in treatment. If you need to take a break and do not contact me for three months, I will assume your episode of care is complete; our professional relationship has ended; and <u>your file will be closed</u>. This is called termination. It is usually best to reach termination gradually together.

<u>Ending Counseling, Termination & Follow up</u>. The length of time you would be in treatment cannot be known early on; however, we will work on a plan together. **Deciding when to stop our work is generally a mutual process.** We can discuss what works best for you. For example, should you phase out of therapy, have regularly scheduled "check-ins", or have a cue denoting if/when to return? I recommend <u>no less than two termination sessions</u> to have closure with the therapy process. We may consider other options and/or referrals that could be of help to you.

**Other Reasons for Termination** may include: (1) repeated missed appointment; (2) carrying a balance on your account; (3) services that are not beneficial; (4) no contact with counselor for three months; (5) temporary or permanent close of practice; and (6) threat of harm to the counselor from the client or acquaintance of the client. I reserve the right to terminate your treatment unilaterally and immediately for violence, threats, or harassment (verbal and physical), to me, the office, or my family. Your file will be closed upon termination unless other arrangements have been made. Appropriate referrals will be made available should you prefer.

#### My Credentials, Education and Experience

I am a Mental Health Counselor in Washington state (# LH 61144829) and a National Certified Counselor (#1427172). I have a master's degree in mental health counseling and in education.

Presently, I am a solo practitioner in private practice working with adult individuals. Most, if not all, have felt blindsided by life events. I especially enjoy working with persons who desire personal growth as well as those experiencing grief and loss, betrayal, stress, anxiety, body image issues, depression, wounds from religious entities, transitions and relational disconnect.

#### **Risks and Concerns about Treatment**

There *are* **risks** to therapy. At times, you might experience feelings that are uncomfortable and hard to face (sadness, shame, guilt, anger, frustration, loneliness, and helplessness among others). Sometimes people find they feel somewhat worse when they first start therapy before they begin to feel better. This may occur when discussing certain sensitive areas of your life. Often these topics come up when they need attention. Thus, discovering the discomfort is actually a success. We will target your specific treatment needs and find a modality that works best for you; thus, help is generally on the way. On the other hand, counseling has also been shown to have **many benefits.** It often leads to better relationships, may provide solutions to specific problems, and may significantly reduce feelings of emotional distress.

I will do my best to provide an accurate and fair assessment (e.g., presenting issue/diagnosis) that will help guide our goals (e.g., treatment plan). We will discuss this assessment and your resulting goals as needed. If you ever believe what we are doing is not in keeping with your goals, let's talk. I place considerable trust in your process and collaborate with you to support your unique goals and healing. Given that people and situations are complex, I cannot guarantee specific changes from our work together. Some clients need only a few sessions to achieve their goals, while others may benefit from long term counseling.

Counseling is understood to be one choice you have made among available options. Other options include these: receiving therapy from other counselors, using other therapies, using support groups, seeking self-help resources and other modes of treatment.

**PLEASE KNOW:** Misunderstandings and misinterpretations can definitely happen in the counseling relationships. The best way to minimize this natural human barrier is to respectfully communicate together. Let us both commit to this.

## Peer Review, Case Consultations and Supervision

Peer review and case consultations with colleagues (licensed professionally in mental/ behavioral health) as well as with supervisors may occur. Conversations about your therapy in this context will be for my clinical development and in pursuit of providing you with the best care. Should I discuss your therapy with other licensed clinicians, I will only relate the content of our work together without specific identifying information unless I have a signed release from you. If you have any questions about this, please let me know.

## Legal Matters, including Divorce or Custody Disputes

I will not testify in court about your case unless required by court authority. Testifying often represents a dual relationship that counselors are ethically required to avoid, that of providing therapy while also providing a legal opinion. My passion is to provide you with the best therapeutic care possible, not do "forensic" work. You can hire therapists for this role. By signing this document, you acknowledge I will be providing therapy only and not forensic work.

Should you be involved in a divorce or custody dispute, I will not be available to provide expert testimony in court due to a few factors: (1) court-appointed child custody evaluators are already trained for this. (2) my evaluations would be seen as biased in your favor; and (3) the testimony might negatively affect our therapeutic relationship. I must put your interests first.

# **OFFICE POLICIES**

## **Appointments, Cancellations & Lateness**

I expect you to remember your appointment dates and times – I do not send reminders.

You will be charged for appointments canceled with **less than 24-hour notice** barring an emergency. If you are running late, please call. If I do not hear from you **by 15 minutes** into your session, your appointment will be canceled, and you will be charged accordingly. In addition, missed appointments limit my availability for others.

Missed and frequently canceled appointments may hinder your progress. Sometimes we may hit a challenging place together, and **a natural response is to avoid counseling.** I would prefer we speak about this instead of you canceling appointments.

## **Communication Response Time & My Availability**

I am available to you during our scheduled appointment times. I will also check phone messages several times during the week and generally return calls/texts/emails within three business days excluding weekends, holidays, and vacations. In the event I am unavailable for a longer or permanent basis, I will make every effort to inform you in advance.

## I WORK PART-TIME and am NOT SET UP TO OFFER CRISIS COUSNELING.

If you suspect your needs will require services outside of normally scheduled session times, you will want to consider another provider.

## Different Forms of Technology-Assisted Media Options in Counseling

The different forms of technology-assisted media options used in counseling include some of the following: phones, texting, emails, social media, video conferencing, websites, and electronic transfer of your information for billing and payment purposes. When using technology in counseling, it is imperative to safeguard your protected health information (PHI). Many forms of media are not secure and may compromise your confidential. For example, people may overhear or intercept your conversations or may read what you or I have written. Some may have access to your bills for media services, as well as other actions from bad actors. Any stored messages may be subject to others' view. One additional risk is that the <u>response time may be longer than you expect.</u>

For your protection, I utilize special services and apps that are encrypted to the federal standard, HIPAA compatible, and each company has signed a HIPAA Business Associate Agreement (BAA). The BAA means, the company is willing to attest to HIPAA compliance and assumes responsibility for keeping your PHI secure.

## Consider the following technology-assisted media options

You may withdraw your consent to use any of these services at any time during treatment. Notify me in writing. It may be assumed you give consent when you engage in communication.

Keep the following in mind as you consider your options:

- <u>Secure media</u>. I strongly suggest you use devices you know are safe and technologically secure (e.g., is password protected; has a firewall, anti-virus software and is not accessing internet through a public WiFi network.).
- <u>Admin</u>. Most communication outside of session is for **administrative purposes** only, like setting up appointments. Any therapeutic interactions will be billed at my hourly rate.
- <u>Information in your file</u>. Any and **all communication** related to therapy must be documented and **maintained in your official medical record**.
- <u>Response time</u>. I generally reply within three business days.

# Put a $\sqrt{1}$ next to the options below in which you give consent for us to communicate.

- 1. \_\_\_\_\_ Phone calls, whether landline or cell phones. Both of these devises may not be completely secure or confidential. I use an encrypted phone service and may maintain your phone number in my cell phone; my phone is password protected. This is a secure line into my confidential voicemail. If you desire a return call, please leave the number to call. Also, confirm if my leaving a voicemail on your phone is acceptable if you do not answer and what to do if someone other than you answers the phone when I call.
- 2. \_\_\_\_Texting. If you prefer to text, I will send you an invite to iPlum, a HIPAA compatible app that is free to you as my client. By downloading the app and setting up a password, you will have access to an encrypted channel of communication between us.
- **3.** \_\_\_\_\_ **Email.** Email communication can be made secure by using protonmail.com. You can set up your own free account and all communication between us is encrypted. Or, instead of setting up an account, any email I send you with an agreed-upon password will be encrypted for up to 28 days. PW: \_\_\_\_\_
- **4. Social media.** It is my policy not to accept "friend" or "connection" request from any current or former client on my personal social networking sites such as Facebook, Twitter, Instagram, Pinterest, etc. because it may compromise your confidentiality and blur the boundaries of our relationship.
- **5.** Electronic Transfer of PHI for Billing Purpose. If I am credentialed with and a provider for your insurance, I utilize a billing service, OfficeAlly, who has access to your PHI. They have signed a BAA and will guard all transferred electronic information as per HIPAA.
- 6. \_\_\_\_\_ Electronic Transfer of PHI for Certain Credit Card /Mobile Transactions. If I utilize a company that processes mobile transactions, your information and receipt may be sent via text or email depending on how you set up your account. It is your responsibility to know if you have automatic receipt notification set up in order to maintain your confidentiality if you do not want a receipt via text or email. Also, this transaction will appear on your bill, meaning, my name could be visible to others who have access to it.
- 7. \_\_\_\_\_ Telemental Health (TMH). This option allows us to conduct remote session over the internet via video or sometimes telephone. I utilize HIPAA-compatible platforms. Read the next section on the risks, benefits, and process of THM & complete as needed:
  - **a.** \_\_\_\_\_ I DO NOT want to use TMH; it does not seem clinically appropriate for me.
  - **b.** \_\_\_\_\_ I DO want to use TMH; it seems clinically appropriate for me.

## If you elect to use TMH, please provide the following information

Emergency Contact Person (ECP) for life-threatening emergency only

NAME: \_\_\_\_\_\_ PHONE: \_\_\_\_\_\_

The 9-1-1 number for your area if you are outside of Kittitas County \_\_\_\_\_\_

Your nearest hospital / emergency room if outside Kittitas County \_\_\_\_\_

Password (phrase or number) to identify yourself in future TMH sessions

A PW prevents other people from posing as you on a phone call and may ensure your safety at outset.

You must be in WA State during each TMH session and show a valid picture ID at first session. Disclosure & Consent Agreement (1b), December 2022 Page 6 of 14

## Telemental Health: Is it a good fit for you?

There are benefits and risks to consider when doing an analysis of whether to engage in TMH. Benefits include easy access to care, locational flexibility, technology access, and no transportation issues. Risks are inherent in TMH, such as lack of access to and/or failure of technology, lower skill and comfortability with technology, lack of privacy and sometimes safety, as well as distance from providers in the event of an emergency. There is also a risk of misunderstanding one another when communication lacks visual or auditory cues. For example, if video quality is lacking for some reason, I might not see a tear in your eye. Or, if audio quality is lacking, I might not hear a crack in your voice that I could easily pick up if we were in person.

TMH may not be clinically viable should I determine that you need a higher level of care, such as if you are having suicidal or homicidal thoughts, experiencing psychotic symptoms, or in a crisis that we cannot solve remotely.

If TMH is appropriate, I will walk you through the few set-up steps. You would need a computer with a camera, Internet access, and a quiet space to meet for our session.

## Telemental Health: Your Responsibility for Confidentiality

Please communicate only through devices that you know are secure as described above. It is also your responsibility to choose a secure location to interact with technology-assisted media and to be aware that family, friends, employers, co-workers, strangers, and hackers could either overhear your communications or have access to the technology that you are interacting with. In an effort to find privacy, please remember to **be comfortable and safe**. Additionally, you agree not to record any TMH sessions.

## In Case of Technology Failure

During a TMH session, we could encounter a technological failure or disruption to the service (e.g., phone gets cut off or video drops). We can restart the session. If that does not work, I will call you at the phone number you have provided when you initiated counseling services. Let me know if there is a different number to call.

## Your Healthcare Information

Your health information belongs to you. What is written in your medical record must be maintained and kept securely for five years after your last visit. During this time, you may request a copy and/or have it sent to another provider. This request, or any other request regarding your medical record must be in writing. Financial records are kept a minimum of seven years; however, payment records stored in Quickbooks are maintained indefinitely.

The legal term used in Washington state is *healthcare information*, which is any information maintained in your file. Various terms are used interchangeably to reference healthcare information, such as medical record, treatment file, or clinical chart.

## Q: What is in your record?

A: Washington State requires I document specific business information about your treatment, such as, your name, fee arrangement and payments, dates counseling was received, and your signature, signed and dated, regarding this disclosure. Records on treatment information, such Disclosure & Consent Agreement (1b), December 2022 Page 7 of 14

as presenting problem(s), results of formal consults, goals, and progress notes are generally maintained in secured areas. You can request, in writing, that no treatment records be kept. Any and all communication with your provider is also maintained.

## Q: Who else could access your file?

A: There are legal rules to ensure your file is protected. However, a court could have access to it via a court order. The Department of Health could have access during an audit to ensure compliance to the rules. You may be motivated to authorize release of your file in the future, e.g., if you apply to a high position job; request life insurance; or are in a personal injury lawsuit.

## Should I be Unavailable Indefinitely or Permanently

To protect your privacy, I have designated a mental health provider as custodian of your file to notify you of any long-term unavailability (if I am unable to do so). This is Jackie Moore who can be reached at 509.620.6753 should I become incapacitated, die, or terminate my practice. Jackie will do the following: (1) have access to and secure your file; (2) transfer your file to whomever you request with a signed Release of Information; and (3) provide referrals to other counselors. She can hold your file for the required five years and then destroy it.

## In Case of an Emergency

If you need to contact me between sessions about a clinical matter or an emergency, please leave a message for me at 509.852.7070. Be aware I generally return calls within three business days excluding weekends, holidays, and vacations.

If you have a mental health emergency, I encourage you not to wait for communication back from me but do one or more of the following:

- Call **9-1-1** The local number for Kittitas County KITTCOM is **509.925.8534**.
- Call the Crisis Response & Referral Information Line at 509.925.4168.
- Go to the emergency room of your choice. For those in Kittitas County, this is located in Kittitas Valley Healthcare at 603 S. Chestnut St., Ellensburg, WA 98926
- Call the National Suicide Prevention & Mental Health Crisis Lifeline at **1.800.273.8255** (1.800.273.TALK). The lifeline number nationwide is "988".

#### Fees

Your costs for therapy will be specified at the beginning of treatment. Payment for sessions is due at each session unless other arrangements have been made. Payments for cancellations (less than 24-hour notice) is expected within a week. I will not send invoices or email reminders. Cash and checks are accepted.

First session (70 min.)\$150.00Subsequent individual session \$110 (50 min); \$140 (70 min.)Subsequent couples/family sessions \$150 (70 min.)Additional time is prorated at \$30 per each additional 15 minutesCancellations with less than 24-hour notice = \$110.00 or prorated for additional time reservedMissed appointment (no show first 15 minutes) are considered cancellations.Emergency/crisis sessions (not a guarantee) = \$200/hour

#### Other miscellaneous fees

- Account sixty days past due = \$5 per month
- Telephone calls, emails/texts, lengthy, or report writing on behalf of client = \$2 per min
- Legal fees (rare occurrence) are based on fees current at that time
- Insufficient funds check = \$40.00 per occurrence plus any related bank fees incurred

Other miscellaneous fees may include fees for returned checks, lengthy telephone calls, or legal fees, in the unlikely event there would be legal involvement in your situation. Emergency or clinical phone consultations of five minutes or less are normally free. If there is more than five minutes in a week of communication (talking, leaving messages, responding, etc.), you will be billed for the time on a prorated basis according to the fee agreement.

#### Balances

Prepayment or over-payment credit will be applied to any unpaid services as they arise; a refund of credit is available upon request. I do not permit clients to carry a balance due of more than two sessions. If you are unable to bring your balance current, we will discuss options, whether to pause your care or develop other strategies so you do not incur additional debt. Please let me know if any problems arise during your treatment time which may hinder your ability to make timely payments.

Private balances must be paid in full within ninety (90) days to avoid being sent to collection, unless other arrangements have been negotiated. If your account is turned over for collection, you will be charged a collection fee as allowed by law. Again, let's talk *before* this is necessary.

#### **Summary of Fee Payments**

- Full payment is due at each session unless other arrangements have been made.
- Full payment for missed appointments is expected unless you notify me 24-hours prior.
- Missed appointments begin 15 minutes after our scheduled time if you do not call.
- Repeated cancellation of scheduled appointments and missed appointments (without prior notification) and ongoing balance due may result in the termination of services.

#### Health Insurance, Flex Plans & Health Savings Plans

I currently do not contract with insurance companies, and therefore, am considered an out of network, non-preferred provider. A receipt for services is available upon request should you want to pursue reimbursement from your individual insurance or savings plans. The onus of responsibility is upon you to know the allowance per services and submit paperwork in keeping with each plan's policies. You may use in-network providers if you prefer. Marlene Travis, PLLC exercises "Balance Billing," also called "surprise billing." This means, as an out-of-network, non-preferred mental health provider, I may bill clients for the difference between the cost of service and the amount allowed by an insurance plan. For example, if my charge is \$120 and the amount allowed is \$80, I may bill for the copay plus the remaining \$40.

You may also be offered separately or may request a Good Faith Estimate of anticipated charges for services. Often with counseling, clients receive regular and recurring services, presumably weekly, though may become bi-weekly, or monthly. This 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. The estimate of costs is not a contract and does not obligate you to obtain clinical services from Marlene Travis, PLLC.

# **RIGHTS, RULES, RESPONSIBILITIES**

## **Confidentiality & Exceptions**

You have the right to confidentiality, meaning, your information will not be *disclosed*. In addition to this Washington state required disclosure and consent document, you received my *Notice of Privacy Practices* which outlines federal guidelines to protect your protected health information (PHI). Confidentiality means I may not disclose what you share; however, there are two exceptions to confidentiality in Washington state:

(1) Mandatory reporting will always occur should you reveal abuse of a child or vulnerable adult(2) Information will be disclosed if there is reasonable belief it would avoid or minimize imminent threat of harm to you or others.

Examples of when I may disclose information about you are: to report suspected abuse of a child, a developmentally disabled person, or a vulnerable adult; to interrupt potential suicidal behavior; to intervene against potential and/or threatened harm to another, which may include knowledge a client is HIV positive or has contracted or been in close association with someone who has tested positive for Covid-19 and is unwilling to inform others with whom he/she is intimately involved; and if required by court order or other compulsory processes.

## **Other Points on Confidentiality**

<u>Family and Couple Therapy</u>. The family and the couple are seen as a unit, meaning all involved are "the client". Therefore, things discussed with individuals in the unit may be shared among the entire unit. This may be reference to as a "no-secrets policy." Please explore this further with me if you have concerns.

<u>Release of Information</u>. Disclosures may also be made if you sign a written authorization for me to release information to another person or agency, such as your physician.

<u>Filing a complaint or audit</u>. If you file a complaint with the Department of Health, the minimally necessary disclosures will be made to present the Department with the full picture (although your full treatment record may be requested). The Department may also audit my records.

<u>Checks</u>. Payment by check permits bank employees to view your name on the check. The bank is aware that I am a counselor.

<u>GPS</u>. If you have GPS tracking enabled on your device, it is possible others who have access to your device may surmise that you are a therapy client due to regular check-ins at my office.

<u>Office</u>. My home office is located in a residential area. Many of the neighbors are aware I am a counselor. While I will not disclose when and why you visit my home office, there is a possibility other could assume an implied counseling relationship may exists.

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<u>Court order</u>. A legal subpoena from a case you are involved in could be sufficient reason to breach confidentiality.

<u>Public Health</u>. Any required information concerning a public health matter may need to be released. For example, I may be required to inform local health authorities if one of us tests positive for a public health issue such as COVID-19. If this occurs, I will only provide the minimum information necessary for their data collection and will not share details about the reason for our visit. Your signature for counseling services represents your agreement that this disclosure may occur without an additional signed release.

<u>Group Therapy</u>. If you are involved in group therapy or family therapy, there is no privilege extended to your communications with other group members. Another group member could be required by the court to disclose information they became aware of in a group.

<u>Collection Agency</u>. I reserve the right to disclose your account information to a collection agency in the event of refusal to pay for services or if your insurance company requests access to records.

<u>Other Limitations</u>. While complying with the numerous legal exceptions to confidentiality on the federal and state level, it is my policy and practice to keep confidential information that you discuss with me as best I can and to not reveal it to any other person or agency without your written permission. You have the right to confidential communication during counseling.

#### Rights

- You have the right to **terminate counseling** at any time for any reason. Stopping therapy early may result in the return or worsening of the initial problems and symptoms.
- You have the right to choose a practitioner & treatment modality that best suits your need.
- You have the right to **decide** *not* **to receive counseling services from me**, and the right to be **provided with names of other qualified professionals** should you desire to see someone else. Similarly, you have the right to end counseling with me at any time without any further moral, legal or financial responsibility beyond payment for the services already provided.
- You have the right to **ask questions** if you do not clearly understand what I intend to do.
- You do not need to become dependent upon your counselor. Seek assistance that puts you in control of your therapy and your life.
- You have the right to request restrictions on certain uses and disclosures of your healthcare information. For example, you might want me to speak with your primary care doctor, but not want me to acknowledge all that you have told me. As a treating clinician, I am legally obligated to agree to your request for restriction, but if I believe sharing the information is required for optimum care or safety, I would want us to make a mutual decision about how to proceed. Upon your request, most portions of your confidential record may be released to most persons or agencies.

**Responsibilities.** As a Licensed Mental Health Counselor (# LH 61144829) in Washington State, I am accountable for my work with you. I encourage you to talk with me directly if you are

dissatisfied with my services or if you want a second opinion or referral to another counselor. If you intend to discontinue therapy, please discuss it with me first.

I am also a certified member of the National Board of Certified Counselors. I am committed to the highest standard of professional practice and ascribe / adhere to the *NBCC Code of Ethics*.

A list of acts of unprofessional conduct may be obtained from the Washington State Department or RCW 18.130.180 at <u>https://app.leg.wa.gov/Rcw/default.aspx?cite=18.130.180</u>

If you are concerned about my professional conduct, you may file a complaint with: Washington State Department of Health 360.236.4700 Health Professions Quality Assurance Division P.O. Box 47869 Olympia, WA 98504-7869

Or you may file a complaint with the Department of Health and Human Services:

Mailing address:
Office for Civil Rights
U.S. Department of Health and Human Services
701 Fifth Avenue, Suite 1600, MS - 11
Seattle, WA 98104

Customer Response Center: 800.368.1019 Fax: 202.619.3818 TDD: 800.537.7697 Email: ocrmail@hhs.gov

## **Public Health Responsibility**

In the event of a public health concern, guidance from the local health authority, Washington State Department of Health and other federal health agencies will be used to determine the counseling profession's standard of care. My policy and practices will be modified to follow the industry's standard of care regarding the public health concern. We will discuss these together.

For example, during the Covid-19 pandemic, if in-person services are more clinically indicated, we will agree on a location which can provide open air flow, thus, mitigating risks of viral transmission. We would both agree to follow these steps:

- 1. Screen for signs of sickness (fever, aches, shortness of breath, etc.) before each session.
- 2. Inform each other if symptoms are present, if we have been exposed to others with COVID-19 or its symptoms, or if either of us is diagnosed with the disease.
- 3. Maintain a minimum of six feet of social distancing during in-person session.
- 4. Wear masks and clean and disinfect hands and shared spaces.

#### Minors

In WA state, clients who are minor teenagers (under 18) are treated as adults for Confidentiality and Consent including exceptions like mandatory reporting and discretion of avoiding harm. They make their own decisions and much of this may not be reportable to parents. The client and I will discuss any session information I determine may be in the client's best interest to share with parents. The client ultimately decides. I may need to terminate for clinical reasons if parental coordination is not possible. If possible, before giving your parents any information, I will discuss the matter with you. Usually, clients sign for communication with parent regarding billing and scheduling. If you are a client under 18 years old and not emancipated, your parents may have the right to examine your treatment records, unless you object and you are at least 13 years. Records requests are common during divorce proceedings where a subpoena by your parents' attorneys and/or a court order may infringe on your privacy and confidentiality. Be aware of limits of privacy / confidentiality outlined in my *Notice of Privacy Practices*.

#### **Office Space**

I share my Lakeshore office space with other independently practicing professionals. I am completely independent in providing clinical services and I alone am fully responsible for those services. My professional records are separately maintained and no one in this office can have access to them without your specific, written permission.

## Working with Two Mental Health Professionals with a Specific Focus

Sometimes a therapist may refer a client to me for clinical services with a specific focus without terminating their own therapeutic relationship with that client. Should this occur for you, I will require written authorization from you to collaborate and coordinate with your primary therapist. They will remain your therapist. Simultaneously, you and I will enter a therapeutic counseling relationship for the specific purpose we identify at the outset. Often, the technique of lifespan integration will be used to strengthen coherence within a person and / or to address specific or multiple traumas.

# YOUR INFORMED CONSENT FOR TREATMENT & OUR AGREEMENT TO ENTER INTO A THERAPEUTIC RELATIONSHIP

**Prior to receiving a copy** of this Counselor Disclosure & Client Consent Agreement, you are not liable for fees or charges for services rendered. I am required by law to abide by the terms of this document, although I am also legally allowed to change the terms, and to make the provisions of any modified version effective for all private healthcare information in my care. Updated versions will be posted in my office waiting room. You may request a copy of the current *Disclosure & Consent Agreement* and/or *Notice of Privacy Practices* at any time.

**Our therapeutic relationship and your treatment will end** three months following your last session, whether by mutual choice, lack of attendance, or failure to pay for services. Your file will be closed unless other arrangements have been made. Your file will be shredded five years following the end of treatment.

# I sincerely look forward to joining you on your journey.

## **Acknowledgement and Agreement**

By signing below, you acknowledge the following:

- 1. You have been provided a copy of the Counselor Disclosure & Client Consent Agreement
- 2. You have read, had opportunity to ask questions, and understand the information
- 3. You give consent for treatment and agree to enter into a therapeutic relationship with Marlene Travis as outlined in the policies of this document.

My signature below indicates that I have discussed this form with Marlene. I agree to enter into a therapeutic relationship as the client with Marlene as the counselor as outlined herein. Her signature below indicates her agreement to this professional relationship.

Client Signature (Parent or Legal Guardian)	Printed Name of Client	Date Signed
Client Signature (Parent or Legal Guardian)	Printed Name of Client	Date Signed
Healthcare Provider Signature	Printed Name of Provider	Date Signed
Marlene Travis, PLLC ~ Marlene Travis, MS National Provider Identifier (NPI): 14 373 Federal Tax Id. No (EIN): 85-2489985		
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