

# Informed Consent and Professional Disclosure

## AGREEMENT FOR PSYCHOTHERAPY SERVICES BY DAVID ROSS, LMHC

Ross Counseling, PLLC

Licensed Mental Health Counselor #LH 60448954

12202 Pacific Ave S., Suite A

Tacoma, WA 98444

253/625-0662

You have the right to refuse any treatment you do not want, and the responsibility to choose a mental health provider and treatment modality which best suits your needs. You also have the right to terminate your treatment at any time for any reason. The following information is provided to help you determine if what I offer as a psychotherapist meets your needs as a client. This document contains important information about my therapeutic approach, my education, my fees, and your rights as a client including your rights regarding your private health information. Please read this document carefully and ask any questions that help you fully understand the contents of this disclosure statement and agreement for services.

### TREATMENT MODALITY AND THERAPEUTIC ORIENTATION

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to evaluate and effect change on your thoughts, feelings and/or behavior. I will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and I will ask that you to respond openly and honestly.

Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in your experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc. or experiencing anxiety, depression, insomnia, etc. The therapeutic process may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that may cause you to feel upset, angry, depressed, challenged, or disappointed.

Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes happen quickly, but more often, it will take time and patience on your part. There is no guarantee that psychotherapy will yield positive or intended results.

During the course of therapy, I will utilize various psychological and motivational approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. These approaches include but are not limited to behavioral, cognitive-behavioral, psychodynamic, existential, system/family, developmental (adult, child, family), psycho-educational or coaching techniques.

### DISCUSSION OF TREATMENT PLAN

I am not able to propose an appropriate course of treatment for you until we have spent some time together. As soon as I am able to identify an appropriate course of treatment, however, I will discuss it with you.

### DUAL RELATIONSHIPS

Not all dual relationships are unethical or avoidable. However, sexual involvement between therapist and client is never part of the therapy process as well as other actions or dual relationship situations that might impair your therapist's objectivity, clinical judgment, or therapeutic effectiveness or that could be exploitative in nature. In addition, I will never acknowledge working therapeutically with anyone without their **written** permission. In some instances, even with permission, I will preserve the integrity of our working relationship. For this reason, I will not accept any invitations via social networking sites such as Facebook, Twitter, LinkedIn or Pinterest, nor will I respond to blogs written by clients or accept comments on my blog from clients.

## **MINORS**

In the State of Washington, minors are able to consent to counseling services at the age of 13 years. Under this law, adolescents 13 and older are able to decide what information is released to others, and to whom, including parents.

## **EDUCATION, TRAINING AND PROFESSIONAL BACKGROUND**

I believe that when people seek counseling, it is because they want to make a change in their lives. This change could be a way to solve a particular problem, improve communication in a family or couple system, or understand more about their situation or other presenting issue in their life. I employ a variety of counseling techniques from an eclectic collection of theoretical orientations, based on the individual needs of the client. I most frequently adopt psychodynamic therapy, cognitive behavioral and solution-focused approaches in my work with clients.

I attended Ashford University for a Bachelor of Arts in Psychology. I continued my studies at Walden University and obtained my Masters of Science in Mental Health Counseling, followed by a PhD in General Psychology at the same university. I am a member of two national Honor Societies (CHI SIGMA LOTA – OMEGA ZETA Chapter and ALPHA SIGMA LAMBDA – ALPHA LAMBDA Chapter) related to the field of Psychology and Mental Health Counseling.

Prior to entering private practice, I gained three years of experience in the community mental health setting working with children, adults, and families with a variety of social, emotional and behavioral issues.

I am a Licensed Mental Health Counselor (LMHC) through the Washington Department of Health (License #LH60448954). I also have training in Trauma-Focused Cognitive Behavioral Therapy, am a Certified Clinical Trauma Professional (CCTP), and have experience in working with individuals of all ages manage past and/or ongoing trauma in their lives. I am a National Certified Counselor (certification #311314) and a Distance Certified Counselor for distance or online therapy.

## **PRIVACY & CONFIDENTIALITY**

Your participation in therapy, the content of our sessions, and any information you provide to me during our sessions 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:

1. With the client's written authorization.
2. As required for mandatory reporting.
3. If you waive confidentiality by bringing charges against me.
4. In response to a subpoena from a court of law or the Washington State Department of Health.
5. In the case of your death or disability I may disclose information to your personal representative;
6. 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;
7. 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;

### **When Disclosure Is Required By Law**

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 and suspected abuse or neglect of vulnerable adults under RCW 74.34, or as otherwise required in proceedings under RCW 71.05.

### **Consultation, Peer Supervision, and Incapacitation**

I seek ongoing supervision and consultation from colleagues in order to provide you with the best services possible. I may disclose information about your counseling session in consultation with colleagues, in which case I will withhold your name and limit the information I disclose to the minimum necessary. I have an agreement with Samuel Ross and Bianca Ross to access my client files in order to make appropriate notification and referrals in case I am temporarily or permanently incapacitated. If you do not consent to Samuel Ross and Bianca Ross accessing your file in case of my incapacity, please let me know so that I may make alternative arrangements.

If you have any questions regarding your privacy and confidentiality, the limits of confidentiality, or the exceptions to confidentiality, please let me know. I will be happy to discuss this with you further.

### **Insurance**

Insurance companies and other third-party payers may require that I provide them with information regarding the services I provide to you. This information may include the type of service provided, the dates and times of service, your diagnosis, treatment plan, a description of impairment, progress of therapy, and case notes and summaries. If you do not want me to provide your information to your insurance company, let me know so that we can discuss alternatives.

## Family, Couples, and Groups

If you are seeking group, family, couples, or marriage counseling, it is important you understand that I will adhere to the ethical and legal requirements of confidentiality as stated above, however, I cannot ensure that you or the other participants in group, family, couples, or marriage counseling will maintain confidentiality about your therapeutic experience including content discussed within the counseling session. In addition, in the case of group, family, couple, or marriage counseling the entire treatment record will be available to any and all participants in the group, family, couples, or marriage counseling and all participants must consent to any authorized third-party disclosure.

## FEE FOR SERVICE, CANCELLATION POLICY, BILLING, PAYMENTS

The minimum cost of each 45-minute session is \$175.00 which may increase based on complexity of the session. My practice is "fee for service" and that means that fees are due at the time of your appointment. At this time, I do accept certain insurance plans and I will bill those plans after each session. If you have any co-pays or deductibles, they are due at each session. It is important to remember, you (not your insurance company) are ultimately responsible for full payment of my fees for any services rendered. Please ask me what current insurance plans I am accepting.

Billing your insurance is a courtesy and you are responsible for any amount unpaid by your insurance company for any reason. The regular fee for service is variable and depends on the service as well as complexity; this is the amount you are responsible for in the event that, for any reason, your insurance does not pay the claim submitted. I will provide a list of codes with prices upon request. I will assist you by billing your insurance company; however, I do not call ahead for pre-authorization or any other insurance questions. ***Please contact your insurance provider to ask if I am a preferred provider; if pre-authorization is required; what your co-payment amount is; and if your sessions will be subject to a deductible prior to our first session, as I do not provide this service.***

Since scheduling of an appointment involves the reservation of time specifically set aside for you, ***a minimum of 24-hour notice is required for re-scheduling or canceling an appointment. Unless we reach a different agreement, a full session fee of \$175 will be charged for sessions missed without 24-hour notification.*** As insurance plans do not pay for missed appointments, you agree to be responsible for paying in full for any missed or cancelled sessions. There will be a \$30.00 fee for any returned checks.

I do not allow clients to run a balance with me. For your convenience, I accept major credit cards (e.g., American Express, Visa, MasterCard and Discover), personal checks, and cash for payment. Any overdue balances may be charged a late fee per month. If your account has not been paid for a period in excess of 60 (sixty) days and payment arrangements have not been agreed upon, I have the option of using legal means, for example, though not limited to, an outside collection agency with which your personal information may be shared, to secure the payment. If such legal action is necessary, all associated costs will be included in the claim. Full session fees, regardless of previous cash discount, will be billed at the full session rate of \$175. In most collection situations, the only information I release regarding a client's treatment is their name, address, phone numbers and/or email, charges and payment history, the nature of services provided, and the balance due.

## CONTACT INFORMATION

If you need to contact me:

- By phone (**253-625-0662**) during normal business hours.
- By secure **text message** (see below for details.)
- By secure **email** (see below for details.)
- If you wish to communicate with me by normal email or normal text message, please inquire about the potential confidentiality risks of doing so. In addition, you will need to read and complete the ***Consent For Non-Secure Communications*** form included with these office policies.

I subscribe to the following service(s) that can allow us to communicate more privately using encryption and other privacy technologies. None of them will cost you money, but each requires some setup before they can be used. Please let me know if you would like to use any of these services:

- Encrypted email via Hushmail.
- Secure text messaging via OhMD. This service can be used on a computer or smartphone.

As noted previously, professional ethics standards do not permit me to communicate with clients via personal social media. For this reason, I cannot accept any client requests to connect on Facebook, or other similar social media platforms. Please refrain from making contact with me using social media messaging systems such as Facebook Messenger or Twitter. These methods have very poor security and I am not prepared to watch them closely for important messages from clients.

It is important that we be able to communicate and keep the confidential space that is vital to therapy. Please speak with me about any concerns you have regarding my preferred communication methods.

## **CRISIS CONTACT INFORMATION**

If you are experiencing an emergency or crisis, please call **911** or the **Pierce County Crisis Line at (253) 396-5180 or 1-800-576-7764**. You may also call the **National Suicide Hotline at 800-784-2433**. In such situations, you may also go to the nearest hospital Emergency Room.

## **REFERRAL LIST**

I maintain a referral list of other mental health professionals with a wide range of specialties. I will provide you with a referral to another professional if I feel your needs are beyond the scope of my expertise, or if you request such referral information.

## **ANTICIPATION OF LITIGATION**

I offer professional services for the primary purpose of counseling and psychotherapy, not for the primary purpose of preparing for litigation. If you are seeking services for preparation of litigation or other legal action, I can help you find a referral to a forensic expert. I do not serve as an expert witness. For court appearances as a witness of fact, my hourly fee is \$600, inclusive of travel and waiting time.

## **DEPARTMENT OF HEALTH COMPLAINT PROCESS**

A copy of the acts of unprofessional conduct can be found in RCW 18.130.180. Complaints about unprofessional conduct can be made to:

Health Systems Quality Assurance Complaint Intake  
Post Office Box 47857  
Olympia, WA 98504-7857  
Phone: 360-236-4700  
E-mail: [HSQAComplaintIntake@doh.wa.gov](mailto:HSQAComplaintIntake@doh.wa.gov)

## **DISTANCE, ONLINE, AND TELEHEALTH THERAPY**

At your request, for your convenience, and if it is therapeutically appropriate, I may make use of technology assisted distance counseling tools such as telephone communications and internet enabled video and/or audio services. It is important that you understand the benefits and limitations of such services.

Distance therapy is a different experience as compared to in-person sessions, among those being the lack of “personal” face-to-face interactions, the lack of visual and audio cues in the therapy process to which you may have previously come to expect. Telephone/online psychotherapy with me is not a substitute for medication under the care of a psychiatrist or doctor. Online and telephone therapy may not be appropriate if you are experiencing a crisis or having suicidal or homicidal thoughts.

- If you are located outside of the State of Washington, the counseling services I am allowed to provide to you may be limited or prohibited. If you are located outside of the State of Washington, we will discuss what services I may be able to provide to you.
- Distance counseling services are not appropriate for all clients and all situations. If you or I determine that distance counseling services are not appropriate for you, I will assist you in obtaining face-to-face counseling.
- Successful use of distance counseling services requires a reasonable level of access to computer hardware and software. If you do not have access to such resources, we can discuss available alternatives.

- At times it may become necessary for me to allow access to my computer hardware and software for purposes of system maintenance, repair, upgrades, or other similar purposes. In such cases, I will make every effort to protect your confidential information.
- Distance counseling services are often not reimbursed by insurance. In such cases, payment for distance counseling services remains your sole responsibility.
- In case of hardware, software or other system failure, you may reach me by phone to coordinate our continued work together.

At the initiation of our therapeutic relationship I will ask you to provide me to the following contact information:

Your local hospital emergency room phone number;

Your local crisis line phone number;

The phone number of a local clinical who can provide you with face-to-face counseling services in case you or I determine that distance counseling is long longer appropriate for you.

***As stated previously, if an emergency or crisis should occur, contact a crisis hotline, call 911, or go to a hospital emergency room.***

If we are scheduled for an online synchronous chat, audio or video conference and we are unable to connect or are disconnected during a session due to a technological breakdown, please try to reconnect within 10 minutes. If reconnection is not possible, contact me to schedule a new session time.

## **TERMINATION**

If, without having made prior arrangements, I have not heard from you in 30 days I will assume that you would like me to terminate our current episode of care and close your active clinical file. In such cases, we may re-open the file and initiate a new episode of care once we meet in person.

## **CLIENT CONSENT TO TREATMENT**

**By signing this document, I am attesting that I have received, read, fully understand and consent to the disclosure, terms, and conditions above, that I have received a copy of your HIPAA and Washington State Notice of Rights and Privacy Practices, have read and fully understand these rights, and have been the opportunity to ask questions. I have fully read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that were necessary and obtained sufficient clarification, and understand its terms completely. I consent to the use of a diagnosis for billing purposes, and to the release of that information and other information necessary to complete the billing process. I agree to pay the fee of \$175 per 45-minute session should insurance not cover the services provided. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me.**

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**Client Signature**

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**Date**

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**Print Name**

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**Clinician Signature**

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**Date**