

Tom Benson, MA, LMHC
Benson Counseling PLLC
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206-604-1620

Disclosure Statement and Agreement for Services

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 mental health counselor 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.

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:

- If you give me written consent to have the information released to another party;
- 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 individual;
- 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;
- If I have any other legal duty, obligation, or right to report.

I may also be required by law to disclose certain confidential information including suspected abuse of children under RCW 26.44, suspected abuse of vulnerable adults under RCW 74.34, or as otherwise required in proceedings under RCW 71.05.

If you have any questions regarding your confidentiality, the limits of confidentiality, or the exceptions to confidentiality, please let me know. I will be happy to discuss this with you further. For additional information regarding your confidentiality rights, please carefully review the attached HIPAA and Washington State Notice of Rights and Privacy Practices.

Group, Family, Couples and Marriage Counseling:

If you are seeking group, family, couples, or marriage counseling, it is important that 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 family, couple, or marriage counseling the entire treatment record will be available to any and all participants in the family, couples, or marriage counseling.

If you have any questions about the limitations to confidentiality, or about the access to treatment records, for group, family, couple or family therapy, please let me know. I will be happy to discuss this with you further.

Insurance Providers

I am an in-network provider for several insurance companies. This means that I may be able to bill your insurance company directly for services I provide to you. In such cases, you remain primarily responsible for all copays, deductibles, co-insurance and any other amount not reimbursed by a third party payer.

Insurance companies and other third-party payers may require that I provide them with information regarding the services I provide to you in order to obtain payment for those services. 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 confidential information to your insurance company, let me know so that we can discuss alternatives.

Consultation

In order to provide you with the best services possible I seek ongoing consultation from colleagues. I may disclose information about your counseling session in consultation with colleagues, in which case I will withhold your name and other easily identifiable information. I also have an agreement with Eric Strom, MA, LMHC, 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 Eric Strom accessing your file in case of my incapacity, please let me know so that I may make alternative arrangements.

My Education, Training, and Experience

I am a Licensed Mental Health Counselor regulated by Washington State (Credential Number LH60448074). This means that I have earned a Master of Arts degree in Mental Health Counseling, and have been licensed by the state of Washington.

I received a Master of Arts degree in Counseling Psychology from the American School of Professional Psychology at Argosy University, Seattle. I've worked at Navos Mental Health, working with the chronically mentally ill from 2011-2014. Previous to that, I earned a Bachelor of Science degree in Aerospace Engineering from Georgia Tech.

Therapeutic Philosophy

I take an eclectic approach to therapy. I was trained in Cognitive Behavioral Therapy and Schema Therapy, and I draw from both of those orientations as well as some others. For more information about my therapeutic philosophy, see the writings of Ellis, Beck and Young.

I will be able to identify a treatment plan after we spend some time together. I will give you my recommendations and we will talk about a plan for you.

Financial Requirements

The cost of each 53 minute counseling session is \$140. The first intake session is \$180. Payment is due at the end of each session. In the event that payment is not made at the end of the session, no further sessions will be started until payment is made in full. If you are unable to keep your appointment, you must give me 24 hours advance notice or you will be charged for the session. In some cases, I will submit claims to your primary insurance for therapy sessions, however, it is your responsibility to monitor this information and make corrections if necessary. You should contact your individual insurance plan for specific coverage details.

Electronic Communications

In the regular conduct of my practice, I may make use of a cellular phone, or other portable communication device, to communicate with clients. In such cases, I will limit the information I store in any portable communication device to the least necessary. Please be aware that such forms of communication do have inherent risks to client confidentiality. If you would prefer that I do not store your name and telephone number in a portable communication device, or if you would prefer that I do not communicate with you via cellular phone, please inform me so that we can make alternative arrangements.

In order to best protect your confidentiality, I typically will communicate with clients via email for the purposes of scheduling or canceling appointments only. If you need to communicate with me via email for any other purpose, please discuss that with me in person. Professional ethics standards generally do not permit me to communicate with clients via social media, text or SMS messaging. As a courtesy to you, I send out appointment reminders. Please inform me if you have any questions or if you do not want these reminders sent to you.

Emergencies

It is important to understand that I am not a crisis intervention resource. If you are experiencing an emergency or crisis, please call 911 or the Crisis Line at (206) 461-3222 or (800) 244-5767. In such situations, you may also go to the nearest hospital Emergency Room.

Termination

If I receive no contact after 60 days I will assume you want to terminate the current episode of care. We can reopen a new episode of care as soon as you come in for a follow up appointment.

State of Washington Disclosures

The State of Washington requires that I provide you with the following information. Counselors practicing counseling for a fee must be registered or licensed with the department of licensing for the protection of public health and safety. Credentialing of an individual with the department of Health does not include a recognition of any practice standards, nor necessarily imply the effectiveness of any treatment.

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

I maintain a referral list of other Counselors with a wide range of specialties. I will provide you with a referral to another Counselor if I feel your needs are not a good fit with my areas of expertise, or if you request such referral information.

Consent for Treatment

By signing this document, you are attesting that you have received, read, fully understand and consent to the disclosures, terms, and conditions above, that you 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 given the opportunity to ask questions. If making use of insurance or other third party payer benefits, you hereby authorize the release of any medical or other information necessary to process a claim for payment.

By signing this document, you are attesting to your consent to participation in counseling services provided by Tom Benson, MA, LMHC.

Client/Guardian Signature

Date

Print Name

Tom Benson, MA, LMHC

Date