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Personal Disclosure Statement

This notice describes how medical information about you may be used and disclosed and how you can get access to this information.

Both Washington State and Federal laws require me to provide you with information about your rights as a therapy client, including specific information concerning your rights and my responsibilities around the confidentiality of your personal information. Please review my HIPAA Notice of Privacy Practices to learn more about your rights and my responsibilities related to the Federal Health Insurance Portability and Accountability Act (HIPAA). This document deals primarily with Washington State requirements regarding my practice and your private healthcare information. I have also included some specific information about my practice, including information about fees and scheduling. Please let me know if you have any questions or concerns about the information contained in this document or my practice in general.

Your Legal Rights

As a client in counseling you have certain rights that are important for you to know about. There are also certain limitations to those rights of which you should be aware.

You have the right to refuse and/or end treatment at any time.

You have the right to confidentiality. This right to confidentiality includes the fact that you are or have been a therapy client. There are a few exceptions to this right based on specific legal requirements. These exceptions include:

- Where there is a clear threat to do serious bodily harm to yourself or others.
- Where there is a reason to suspect the occurrence of abuse or neglect of a child, dependent adult, or a developmentally disabled person.
- In response to a subpoena issued by the Secretary of Health that is associated with a regulatory complaint.
- If you are involved in a legal action there is the possibility that a court order may require that I provide the court with evidence related to your sessions.
- If you are seen with another person present, say in a couples or group setting, I can make a request that each person respect the other's rights to privacy, but I cannot guarantee that this request will be honored.

In addition, if you have been directly referred to me by someone else, I may, as a good business practice, acknowledge to them that you have contracted with me for services and I will thank them for the referral. I will not discuss your situation with them unless I have your written permission.

I keep a record of when we meet, fees paid, as well as notes of our sessions to assist me in my work. I am cautious in creating these notes due to their potential vulnerability to legal intrusion, and I observe security precautions to protect your confidentiality. You have the right to review and/or to request a copy of your record if you desire. You also have the right to ask me to correct the record if you believe the information is in error. A copy of your corrections to my record will be placed within your record at your request.

You have the right to confidential communications regarding your private healthcare information, including the fact that you are my client. For example, I will not divulge specific information to anyone who answers your home or work phone (should I have occasion to call you), and/or you can request that I use an alternate mailing address if communication by mail is necessary.

If there are people with whom you would like for me to be able to discuss your care, such as a primary care physician, a former therapist, a domestic partner, friend, or relative, I will ask you to sign a release specifically giving me your permission to talk to these people. You may cancel any release simply by sending me a written notice that you wish to do so.

You have the right to request restrictions on certain uses and disclosures of your healthcare information. For example, you might want me to speak to your primary care doctor but you may not want me to acknowledge all that you have told me. As a treating clinician, I am not legally obligated to agree to your request for restriction, but if I believe that sharing the information is required for optimal care or safety, I would want us to make a mutual decision about how to proceed.

As an ongoing part of my development as a therapist and in order to provide you with the highest quality of care, I consult regularly with colleagues. Should I discuss my work with you with my colleagues, I will only relate the content of our work together. You will not be named, nor will I share any details of your life that may identify you. If you have any questions or concerns about this, please let me know.

You have the right to request a written accounting of the disclosures I may have made of your healthcare information (if any). The law allows many exceptions to this accounting, but my preference and practice is for you to know of any disclosures before they occur.

You also have the right to have this written copy of my Disclosure Statement and my HIPAA Notice of Privacy Practices.

I am required by law to abide by the terms of this document, though 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. You may request that a copy of a modified version be given or sent to you.

Insurance companies, managed care, and other third-party payers are given information that they request regarding services to the client. Information that may be requested includes type of services, dates/times of services, diagnosis, treatment plan, description of impairment, progress of therapy, and summaries.

You have the right to cancel a release of information by providing me with a written notice. If you desire to have your information sent to a location different than the address on file, you must provide this information in writing.

You have the right to request that information about you be communicated by other means or to another location. This request must be made to me in writing.

Potential Risks and Benefits of Psychotherapy and Scope of Practice

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, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change 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 will expect 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 you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very 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 be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, I will likely draw on various psychological 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, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. I do not provide: custody evaluation recommendations, medication or prescription recommendation, or legal advice, as these activities do not fall within my scope of practice.

My Professional Background

I have a Masters of Arts in Applied Behavioral Science in the Systems Counseling Track from the Leadership Institute of Seattle at Bastyr University. As part of my degree I completed a clinical internship at the Seattle Counseling Service for Sexual Minorities, where I had the opportunity to work with a wide range of individuals, couples, and groups. My Bachelor of Arts degree is from Haverford College in Haverford, Pennsylvania. My undergraduate major was in the Growth and Structure of Cities.

In addition to my specific counseling experience I have over 18 years of professional experience with systemic analysis, solution development, coaching and training. My past professional activities include city planning, work in the software industry, and nonprofit management and program development. Within the nonprofit sector I worked primarily in the environmental community, although I also worked in the LGBTQ community and with a wide range of community building and social change movements. A consistent theme through my professional life has been developing a systemic understanding of how things work then creating and implementing solutions that leverage inherent strengths to move a system towards health.

My therapeutic orientation is systemic. My approach is rooted in general Systems Theory along with a range of therapeutic theories that are based in Systems Theory. These theories include Bowen Theory, Structural Family Therapy, Narrative Therapy, Contextual Therapy, and Solution Focused Therapy. Approaching problems systemically means that I look at the patterns of thoughts, feelings, and behaviors that support the problem or problems you may be experiencing, and how these patterns may be blocking potential solutions. As part of a systemic view I invite you to explore the various systems that you are a part of, in particular related to your family of origin. I may invite you to include family members or friends in sessions if it seems that this may be helpful for you.

I take an active role in therapy, acting as a consultant and coach. This means that I will share my observations and feedback with you and challenge your beliefs about yourself and others if I believe this will be helpful to you. I believe that most therapeutic change happens outside of therapy, so I will often ask you to complete homework between sessions.

I see you as the expert on your life and a key aspect of our work together will involve me helping you get perspective on the patterns and systems of your life. I will look to you to let me know what your goals are and to report on how you feel like you're making progress towards attaining these goals.

Appointments and Fees

Appointments are usually scheduled one per week or once every other week. Each session lasts for 55 minutes unless we arrange in advance to meet for a longer time. The scheduled time for your session is set aside for you. If you miss a session without canceling or if you cancel with less than 24 hours notice, you will be responsible for paying me for that time.

My standard session is 55 minutes. Sessions are billed at a rate of \$160 for the initial intake appointment and \$140 per session for either individual or couples/family counseling. Payment is due at the end of each session and can be made via check, cash, or credit card (Visa, MasterCard, American Express, or Discover).

If you wish to use insurance to pay for counseling services, I am an In Network Provider for Aetna, the First Choice Health Network, some Kaiser Permanente PPO plans, LifeSynch (Humana Health), Lifewise, Premera, Regence BlueShield, and Uniform Medical Plan. If you are covered by one of these insurance companies I will ask you to provide insurance information prior to the first session so that I can verify coverage and your cost share related to copayments and deductibles. If you are using insurance to pay for sessions, you are responsible for the entire contract rate for a missed session, not just the copayment or coinsurance, as I am unable to bill your insurance company for missed sessions.

For other insurance companies I am considered an Out of Network Provider. That means I don't bill your insurance company directly for the services I provide but I can give you a receipt that you can submit to your insurance company for reimbursement. Insurance plans vary so you should check with your insurance company to learn about your coverage for Out of Network Providers.

Other fees: If I am doing work related to your treatment outside the bounds of scheduled counseling I will bill you on an hourly basis for all time I spend on your case including travel time to another location (such as the hospital, your home, an attorney's office, etc.) email and phone consultations, etc. My fee for this type of work is prorated at \$140.00 per hour.

Social Networking

I do not accept friend requests from current or former clients on social networking sites due to the fact that these sites can compromise clients' confidentiality and privacy. For the same reason, I request that clients do not communicate with me via any interactive or social networking websites.

Contacting Me

You may contact me either via telephone or e-mail. Both my voice mail and my e-mail have been set up to ensure that your message will remain confidential. I check both voice and e-mail at least once each day. If you contact me between sessions and would like me to return your call or e-mail, please specify that in your message. If you are in crisis, please contact Crisis Connections at 866.527.4747 or call 911.

Complaints

Please let me know if you have any questions or concerns about your experience in therapy and/or my practice generally. If you believe your privacy rights have been violated, you may file a complaint with me and/or with the Secretary of the US Department of Health and Human Services. All complaints must be submitted in writing, and I will not retaliate against you for filing a complaint.

If you believe I have behaved in an unprofessional manner, please advise me so that the issue can be clarified and resolved. If this does not resolve the issue you may contact the Washington State Department of Health to file a complaint.

Your Treatment Contract

Once you have had the opportunity to read this document and ask me any questions you might have about either the document or your proposed course of treatment, I will ask you to sign a copy of this document for my files that states that you have received a copy of this document, that you have had an opportunity to ask questions about it, and that you understand it. This signed statement is our written contract to enter into the therapeutic process.

Direct all correspondence to: Dennis McCarthy, 1904 3rd Avenue, Suite 915, Seattle, WA 98101

I understand the limits of confidentiality, privacy policies, my rights, and their meanings and ramifications.

Client's name (please print): _____

Signature: _____ Date: ____/____/____

Signed by: client guardian* personal representative

* By signing a guardian attests to the fact that he or she has the legal right to sign on behalf of client.

Therapist Signature: _____ Date: ____/____/____