

Therapist Disclosure of Information & Informed Consent Agreement

**Marie Bendig, MA, LMHC
Marie Bendig Counseling LLC
Olympia, WA 360-878-3930**

As a client you have the right to choose a practitioner and treatment modality that best suits your needs and the right to refuse treatment. Please read this document and present any content questions during our first several sessions.

Therapist Disclosure to Client

Credentials: I am a Licensed Mental Health Counselor in WA (#LH60797350) and a Licensed Clinical Professional Counselor in IL (#180.011126).

Education & Experience: I received my Bachelor of Arts in Special Education from NEIU and completed my Master of Arts in Clinical Mental Health Counseling from NEIU/ Chicago. I have worked as a Counselor for four years. I completed my internship hours at a non-profit for survivors of domestic violence called Women in Need Growing Stronger (WINGS). I have counseled seniors contending with grief/loss and have conducted therapeutic activity programs for adults with depression, anxiety, bipolar disorder, schizophrenia, and dementia. My work experience also includes serving seniors as a Life Enrichment Coordinator and working with teens as a Special Education teacher.

Services Provided: I provide individual counseling for adults (aged 25 and older).

Therapeutic Orientation and Treatment Modality

Research consistently finds that regardless of the specific Modality used, a strong therapeutic relationship, as detailed in Person-Centered Psychotherapy, is vital for positive change. I value practicing authenticity, nonjudgement, and empathy. Within a gentle and respectful atmosphere, clients can more freely share their thoughts and feelings and often feel more equipped to make their own choices. With this alliance as a foundation, I provide suggestive guidance with a variety of individualized structured Cognitive-Behavioral Techniques. CBT focuses on changing troublesome patterns of thinking and on building and maintaining behaviors that enhance functioning. Lastly, I utilize elements of and exercises

from Mindfulness. This approach finds that suffering is actually relieved by paying attention to our present experience. When useful, homework will be provided.

Proposed Course of Treatment

A typical treatment program utilizing CBT for depression or general anxiety runs about 16 weeks, one time weekly, for 60-minute sessions. Therapy is a collaborative endeavor. As more difficult feelings are re-experienced, it is normal to temporarily feel some distress. I commit to maintaining a safe environment wherein it is possible to remain open to experiencing and expressing challenging emotions. Your commitment to growth is essential. Please continue to use healthy supportive resources. Therapy alone doesn't always relieve emotional distress. If a circumstance arises beyond my training and experience, I will provide a referral to an appropriate professional. Since confidently making your own decisions is part of enhanced well-being, you of course have the right to discontinue therapy at any time. Otherwise, we will together discern whether less or more time is prudent. If you seek to end therapy, please communicate this during a session. Exploring your decision can enhance healing and enable closure.

During the initial session, we will address questions regarding informed consent and privacy practices. We will also discuss your reasons for seeking therapy. During subsequent sessions, we'll further discuss your current challenges, resources/strengths, goals, and relevant past circumstances. This exploration is strengthened by explanations you've supplied within confidential questionnaires. These first few sessions will help in forming a treatment plan for working on goals. As a team, and during the treatment, we will make any needed changes to the plan and ascertain progress.

Confidentiality

According to the criteria set by my profession, and to aid therapy, I keep records of the services provided to you. If needed, you may have access to your record. Please be sure to read the client information on my website and the two site attachments: Disclosure/Informed Consent and the HIPAA Privacy Notice. The HIPAA notice describes how your personal health info will be secured by me. Prior to our first session you will receive an email linking you to a secure portal wherein I ask that you sign the Disclosure Packet and Privacy Notice and complete relevant

questionnaires. Unless legally mandated to release records or given your signed consent, I will not release any of your records. *Please note:* insurers mandate the release of specific information to approve and make payment. If you are using insurance and have concerns, please feel free to discuss this with me.

Additionally, to enhance my ability to serve you, there are times when consulting with a colleague is prudent. I do so without the use of names and nonessential description/with care for your privacy. There is additional information relevant to confidentiality in the termination section below. In review, written consent is required for the client's verbal information and/or written records to be dispensed. Washington state law mandates that I break confidentiality and advise the pertinent person or agency when:

*I suspect your life, or another's life, safety, or property is threatened. (This includes any admitted prenatal exposure to controlled substances that could harm mother or child.)

*There is suspicion of physical or sexual abuse or neglect of a minor child or vulnerable adult.

*I am court ordered to release specific information within a legal proceeding. I will make sensible attempts to notify you and gain informed consent. If you are contesting a subpoena, it is your duty to inform me. If you oppose my compliance, I may still be mandated to release specific information (kept as limited as possible in scope).

*If a Washington state licensing agency conducts an investigation and subpoenas me, I am mandated to participate and may be requested to disclose the minimum legally allowed amount of your counseling records. If legal action is sought by a client against me as a mental health provider, the privilege of confidentiality is null and void.

Distance Counseling

Currently I am working exclusively with residents of Washington State via a telemental process of psychotherapy. My counseling services are offered remotely using a HIPAA compliant video conferencing platform called Simple Practice. I have taken coursework in proper telemental practices through Person Centered Technology. To utilize telemental resources, proper and reasonable precautions to protect confidentiality and to meet legal/ethical requirements are taken within our sessions and within our communications between sessions. That notwithstanding, please be advised that there are risks associated with distance

counseling including: possible temporary technology failure, slower response times, possible (but currently infrequent) denial of insurance benefits, diminished ability to note body language/vocal intonations, and possible delays/breaks within verbal communication. Should these conditions render distance counseling problematic for you, I can assist you in locating an appropriate face to face counselor.

Therapy Relationship and Professional Relationship

To maintain a professional therapeutic and confidential relationship, professional boundaries are essential. These boundaries severely limit (in person and virtual) social interaction. Feel free to ask any questions you may have regarding this.

Billing Practices and Cost per Session

Each session is 60 minutes, and payment is due at the time of service. If you need to be late or depart early, I will still need to end on time and charge the full session fee. Electronic payment via the Simple Practice platform is preferred. Checks are also accepted.

My fee is \$130 for a 60-minute session. When income/expenses necessitate, a sliding scale is available from \$110 per session. We can finalize this at your first session. If between session phone calls exceed 15 minutes or become frequent, a pro-rated session fee will be charged.

The fee for non-sufficient funds is \$30.00. When canceling or changing an appointment, 24 hours' notice is required. Excepting emergencies or unforeseen illness, you will be charged \$40.00 for the missed session. Please be prepared to pay for the missed session when you attend your next scheduled session. If we have agreed to payments post session, any outstanding balance is due within 30 days of billing. If your account is 90 days overdue, a collection agency or small claims court may be utilized. I would make good attempt to notify you prior to such action and will only supply information required by that action.

I am currently a participating provider with the following insurance companies: Regence, Aetna, First Choice Health, United Health Care, Premera, and Evernorth. If referred through a covered EAP, and while still within the allotted number of treatment sessions, there are no upfront costs to you.

I see clients Thursdays, Fridays, and Saturdays.

Communication Policy

Once we have begun therapy, the most efficient ways to get in touch with me are:

By phone: 360-878-3930:

Response within 24 hours excepting Sundays, holidays, and vacations.

By secure email: through Luxsci.com (HIPPA compliant secure send provider).

(Set up required. No cost. Please advise if you'd like to use Luxsci)

By normal email. To protect confidentiality, my use of email will be limited.

If I am out of town for an extended time, I will supply you with alternate contact information in case you need assistance during my absence.

Emergency Contact

If ever in a mental health (or medical) emergency, please call 911, or the Crisis Clinic at 360-586-2800 (Thurston and Mason Counties) or go to the emergency room. Once stabilized, please call my office/cell, and leave a message and contact information. I will return your call as soon as possible to discuss follow up care. I am not able to provide 24 hour or on-call/emergency services.

Termination

As previously stated, if you seek to end therapy, please bring this up in a session. Exploring this together can enhance healing and enable closure. According to professional ethics counselors, you should terminate a counseling relationship under the following conditions: when it is reasonably apparent that the client no longer needs assistance, is not currently benefitting/is better served by another professional with different or advanced training or is being harmed by continued counseling. Counselors may also terminate when in jeopardy of harm by the client or by a client's associate, or when clients do not pay agreed upon fees. Ethics also require counselors to provide pre-termination counseling and recommend other service providers.

Complaints:

If you feel you have been treated unethically or unprofessionally and that this cannot be resolved with me directly, you may contact the Washington State Department of Health, PO Box 47869, Olympia, WA 98504-7869, 360-236-4700.

Client Consent for Treatment

In signing this document, I acknowledge that I have read this Disclosure of Information & Informed Consent Agreement, and the Client Information document provided by Marie Bendig, MA, LMHC, and understand the terms therein. I understand the description of confidentiality and the identified exceptions to confidentiality. I further understand my rights and responsibilities as well as what can be expected during counseling. I give permission to use less secure forms of communication such as texting and emailing for the purpose of appointment setting.

If using insurance, in signing this document I authorize the release of treatment information to process claims made with medical insurance companies.

My signature below indicates that I have read this agreement and the Client Information document prior to signing and re-sending the documents. Marie Bendig, LMHC, will then sign and save all intake documents within your secure Simple Practice client portal. Feel free to print out these documents for your reference.

I give my consent for counseling under the conditions outlined above and am responsible for abiding by the above conditions.

Client Signature and Date

Marie Bendig, MA, LMHC