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PSYCHOTHERAPY INFORMATION DISCLOSURE STATEMENT

Therapy is a relationship that works in part because of clearly defined rights and responsibilities held by each person. This frame helps to create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, whose goal is your well-being. There are also certain limitations to those rights about which you should be aware. As a therapist, I have corresponding responsibilities to you.

My Responsibilities to You as Your Therapist

I. Confidentiality

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission by notifying me at any time. You may request anyone you wish to attend a therapy session with you.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (e.g., sending bills or faxing information), it will be done with special safeguards to insure confidentiality.

If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.

The following are legal exceptions to your right to confidentiality. I will inform you when I think I will have to put these into effect.

- If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.

- If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately.
- If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality in order to call the police and/or Mental Health Professional who may be able to provide protection.

In one of the above situations, I will make every effort to fully discuss options and/or a plan of follow-up, prior to taking any action. If action is required, I will limit my disclosure to the most pertinent information necessary to ensure the safety of you and/or those parties that may be involved.

I may occasionally find it helpful to consult other health and mental health professionals about a case. If I consult with a professional who is not involved in your treatment, I make every effort to avoid revealing your identity. These professionals are legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record.

If you are involved in a court proceeding and a request is made for information concerning the professional services I provided you, such information may be protected. I will seek your written authorization prior to disclosing any information. To prevent the disclosure of information, you must work with your attorney to secure a protective order.

Should you elect to use insurance benefits to pay for psychotherapy your insurance company has the rights to information about your diagnosis, symptoms, history and substance abuse issues (if any) and this private information becomes part of your permanent medical record. I can provide no assurance that the confidentiality of your information will be maintained. You should also be aware that in some cases your information may be submitted to insurance data bases and/or to employers when they are purchasers of your medical/mental health benefits.

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in *couple's therapy* with me. If you and your partner decide to have some individual sessions as part of the couple's therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. *Do not tell me anything you wish kept secret from your partner.* I will remind you of this policy before beginning such individual sessions.

Please carefully read and review the Notice of Privacy Practices for additional information about when Protected Healthcare Information (PHI) may be disclosed without consent or authorization, including Worker's Compensation claims and/or Judicial or Administrative Proceedings.

II. Record-keeping

I keep brief records, generally noting that you have been here, what interventions happened in session, the topics we discussed, and a plan of action (if applicable). If you prefer that I keep no records, you

must give me a written request to this effect for your file and I will only note that you attended therapy and the duration in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to see or have a copy of your file at any time. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by anyone else.

III. Diagnosis

If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the *DSM-IV*; I have a copy in my office and will be glad to let you borrow it and learn more about what it says about your diagnosis.

IV. Other Rights

You have the right to ask questions about anything that happens in therapy. I am always willing to discuss how and why I have decided to do what I am doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can request that I refer you to someone else if you decide I am not the right therapist for you. You are free to leave therapy at any time.

V. Managed Mental Health Care

If your therapy is being paid for in full or in part by a managed care firm, there are usually further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, or to require you to use medication if their reviewing professional deems it appropriate. They may also decide that you must see another therapist in their network rather than me, if I am not on their list. Such firms also usually require some sort of detailed reports of your progress in therapy, and on occasion, copies of your case file, on a regular basis. I do not have control over any aspect of their rules. However, I will do all that I can to maximize the benefits you receive by assisting you with filing necessary forms and gaining required authorizations for treatment, and by assisting you in advocating with the MC company as needed.

My Training and Approach to Therapy

I have a Psy.D. in Clinical Psychology earned in 2006 at Argosy University Seattle – Washington School of Professional Psychology. I am a licensed psychologist (PY00003751) in Washington State. My areas of special training and expertise include: Depression & anxiety; posttraumatic stress (PTSD) & trauma; chemical dependency issues; adjustment issues (e.g., career/life changes/health problems); grief & loss;

relationship/partnership/family issues; men's issues; sexual orientation, coming out, & intimacy issues; lesbian, gay, bisexual, & transgender issues.

My theoretical orientation/approach to therapy is best described as *integrative* in nature. I draw upon a variety of therapy modalities (e.g., Psychodynamic/Interpersonal/Object Relations; Narrative; Systems; Feminist; Acceptance & Commitment Therapy). The therapy modality with the biggest influence upon the work that I do is Psychodynamic Psychotherapy. In my practice, however, I utilize the method of "best fit" when considering the type of modality/interventions to use. Individuals, their needs & goals are unique and "fluid;" it makes sense therefore, that the type of therapy modality considered be equally flexible.

Techniques sometimes used include dialogue, interpretation, cognitive reframing, awareness exercises, self-monitoring experiments, visualization, journal writing, drawing, and reading books. If I propose a specific technique that may have special risks attached, I will inform you of that, and discuss with you the risks and benefits of what I am suggesting. I may suggest that you consult with a physical health care provider regarding somatic treatments that could help your problems. I may suggest that you get involved in a therapy or support group as part of your work with me. If another health care person is working with you, I will need a release of information from you so that I can communicate freely with that person about your care. You have the right to refuse anything that I suggest.

Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

You normally will be the one who decides therapy will end, with three exceptions. If we have contracted for a specific short-term piece of work, we will finish therapy at the end of that contract. If I am not in my judgment able to help you, because of the kind of problem you have or because my training and skills are in my judgment not appropriate, I will inform you of this fact and refer you to another therapist who may meet your needs. If you do violence to, threaten, verbally or physically, or harass myself, the office, or my family, I reserve the right to terminate you unilaterally and immediately from treatment. If I terminate you from therapy, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy.

I am away from the office several times in the year for extended vacations. I will tell you well in advance of any lengthy absences, and give you the name and phone number of the therapist who will be covering my practice during my absence. I am available for brief between-session phone calls during normal business hours. If you are experiencing an emergency when I am out of town, or outside of my regular office hours (after 5 pm weekdays or over the weekend), please call the Crisis Clinic at 253-798-4333. If you believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital emergency room for assistance.

Affirmative Action

My services are provided to the public without discrimination due to gender, ethnicity, age, sexual orientation, physical or mental disability. I am required by professional ethics, however, to practice within my area of competence only, and in some cases, cultural differences may be too great, or a particular condition may be beyond my scope of training and experience. In these cases, a referral to an appropriate clinician will be made for the benefit of the patient once it is determined that my services would not be appropriate in the case. This would usually happen during the first interview, or in the early weeks of therapy.

Your Responsibilities as a Therapy Client

- I. You are responsible for coming to your session on time and at the time we have scheduled. Intake sessions typically last up to 90 minutes; subsequent psychotherapy sessions typically last for 50 minutes. If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than twenty-four hours notice, you must pay for that session at our next regularly scheduled meeting. The answering machine has a time and date stamp which will keep track of time to cancellation. I cannot bill these sessions to your insurance. The only exception to this rule is if you would endanger yourself by attempting to come (for instance, driving on icy roads without proper tires).
- II. You are responsible for paying for your session weekly unless we have made other firm arrangements in advance. My fee for an intake session is \$200.00; subsequent psychotherapy sessions are \$140.00. If we decide to meet for a longer session, I will bill you prorated on the hourly fee. Emergency phone calls of less than ten minutes are normally free. However, if we spend more than 10 minutes in a week on the phone, if you leave more than ten minutes worth of phone messages in a week, or if I spend more than 10 minutes reading and responding to emails from you during a given week I will bill you on a prorated basis for that time.
- III. Whether or not you have insurance, you are responsible for all charges incurred. You must provide me with any forms, completely filled out as needed, your complete insurance identification information, and the complete address of the insurance company. If a check is mailed to you, you are responsible for paying me that amount at the time of our next appointment. If the insurance over-pays me, I will credit it to your account or refund it to you if you would prefer that.
- IV. I am not willing to have clients run a bill with me. I cannot accept barter for therapy. I am a Medicare participating provider and accept assignment from them. If you refuse to pay your debt, I reserve the right to give your name and the amount due to a collection agency.

Complaints

If you are unhappy with what is happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. I will take such criticism seriously, and with care and respect. If you believe that I have been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the Examining Board for Psychology, Dept. of Health, Olympia, WA 98504. You are also free to discuss your complaints about me with anyone you wish, and do not have any

responsibility to maintain confidentiality about what I do that you do not like, since you are the person who has the right to decide what you want kept confidential.

Client Consent to Psychotherapy

I have read this statement, had sufficient time to be sure that I considered it carefully, asked any questions that I needed to, and understand it. I consent to the use of a diagnosis in billing, and to release of that information and other information necessary to complete the billing process. I agree to pay the all fees as outlined in this Disclosure Statement. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with W. Michael Rogers, Psy.D. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Dr. Rogers. I am over the age of eighteen.

Signed: _____ Date: _____

Witness: _____ Date: _____

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