

# **BEN STEEL, Ed.D.(c), M.DIV.**

**Emmaus Counseling Center**

425.869.2644 ext. 58

## **PROFESSIONAL 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 counseling, 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 that you should be aware of. 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 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 (for example, 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 would inform you of any time when I think I will have to put these into effect.

1. 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.

2. 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 you are between the ages of 16 and 18 and you tell me that you are having sex with someone more than five years old than you, or sex with a teacher or a coach, I must also report this to CPS, even though at age 16 you have the right to consent to sex with someone no more than five years older than you. I would inform you before I took this action.

3. If I believe that you are in imminent danger of harming yourself, I may legally break confidentiality and call the police or the county crisis team. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.

4. If you tell me of the behavior of another named health or mental health care provider that informs me that this person has either a. engaged in sexual contact with a patient, including yourself or b. is impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, then the law requires me to report this to their licensing board at the WA Dept. of Health. I would inform you before taking this step. If you are my client and a health care provider, however, your confidentiality remains protected under the law from this kind of reporting.

The next is not a legal exception to your confidentiality, but it is a policy you should be aware of if you are in couples therapy with me. If you and your partner decide to have some individual sessions as part of the couples 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.

II. **Record-keeping.** I keep brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. 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 in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to 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 3<sup>rd</sup> 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-V; 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'm always willing to discuss how and why I've decided to do what I'm 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'm not the right therapist for you. You are free to leave therapy at any time.

### **My Training and Approach to Therapy**

I have a M.Div. and am currently working towards an Ed.D in Sports and Performance Psychology through the University of Western States. I am supervised by a licensed therapist who oversees and guides my current work. My areas of education include Moral Philosophy, Existentialism and Performance Based Psychology. My approach to therapy is an eclectic mix of Cognitive Behavioral techniques and Existential psychology. This is a philosophy of psychotherapy which looks at one's beliefs and actions about the world and the self and exams the greater existential issues that one faces as a person. I use a variety of techniques in therapy, trying to find what will work best for you. These techniques are likely to include dialogue, interpretation, cognitive reframing, awareness exercises, self-monitoring experiments, visualization, journal keeping, breath work, exercise, 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. I do not have social or sexual relationships with clients or former clients because that would not only be unethical and illegal, it would be an abuse of the power I have as a therapist.

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, some of them painful at times. 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, any of my staff 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 or to attend professional meetings. If I am not taking and responding to phone messages during those times I will have someone cover my practice. I will tell you well in advance of any anticipated 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 5), please call the King Country Crisis Line at 866-4CRISIS (427-4747). If you believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital emergency room for assistance.

### **Your Responsibilities as a Therapy Client**

You are responsible for coming to your session on time and at the time we have scheduled. Sessions 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 the time that you called me to cancel. The only exception to this rule about cancellation is if you would endanger yourself by attempting to come (for instance, driving on icy roads without proper tires), or if you or someone whose caregiver you are has fallen ill suddenly. If you no-show for

two sessions in a row and do not respond to my attempts to reschedule, I will assume that you have dropped out of therapy and will make the space available to another individual.

Note that I am not a provider on for any insurance company at this point.

You are responsible for paying for your session weekly unless we have made other firm arrangements in advance. My fee for a session is \$40.00. 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.

### **Court Testimony and Legal Involvement**

In order to avoid dual relationships and conflicts of interest, I will provide you or your child with clinical services only. I do not intend to become involved in legal disputes such as personal injury lawsuits, divorce proceedings, dependency hearings or custody battles. These proceedings erode the client-therapist relationship and compromise you or your child's ability to be honest with me during treatment.

By signing this document, you agree:

- That my role is limited to providing treatment and that you will not involve me in any legal dispute;
- That you will instruct your attorneys not to subpoena me or refer in any court filings to anything I have said or done;
- If there is a court-appointed evaluator in your child's custody or dependency dispute, and if appropriate releases are signed and a court order is provided, I will provide general information about the child which will not include recommendations concerning custody, custody arrangements, or visitation;
- If, for any reason, I am required to provide expert testimony or documentation for a legal dispute, adoption proceeding or dependency case, or to appear as a witness, the party responsible for my participation agrees to reimburse me at the rate of \$40 per hour (even in the case of sliding-scale fee clients) for time spent traveling, preparing reports, testifying, being in attendance, and any other case- related costs.

### **Social Media Policy**

This section outlines my office policies related to use of social media, i.e., how I conduct myself on the Internet as a mental health professional and how you can expect me to respond

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to various interactions that may occur between us on the Internet. I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc.).

I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. Please do not use messaging on social networking sites such as Twitter, Facebook, or LinkedIn to contact me. These sites are not secure and I may not read these messages in a timely fashion. Do not use wall postings, @replies, or other means of engaging with me in public online if we have an already established client/therapist relationship. Engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart. If you need to contact me between sessions, the best way to do so is by Therapy Appointment as it is HIPAA compliant. I prefer to use my email ([bsteel@emmauscounseling.net](mailto:bsteel@emmauscounseling.net)) only to arrange or modify appointments.

Please do not text or email me content related to your therapy sessions, as they are not completely secure or confidential. If you choose to communicate with me by text or email, be aware that all contact is retained in the logs of your and my Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. You should also know that any texts or emails I receive from you and any responses that I send to you become a part of your legal medical record.

## **Complaints**

The State of Washington requires that I provide you with the following information:

You have the right both to receive appropriate care and treatment, and to refuse any treatment you do not want. You have the right to choose a Counselor who best suits your needs and purposes. 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

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Olympia, WA 98504-7857

Phone: 360-236-4700

E-mail: HSQAComplaintIntake@doh.wa.gov

**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 understand the limits to confidentiality required by law. 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 fee of \$40.00 per session. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake therapy with Ben Steel Ed.D.(c), M.Div. I know I can end therapy at any time I wish and that I can refuse any requests or suggestions made by Mr. Steel. I am at least thirteen years of age.

**Addendum:**

All clients receiving mental health services at Emmaus Counseling Center are welcome to contact the clinic director, Richard Wemhoff, Ph.D., with any concerns about their treatment at the Center.

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 read and fully understand these rights, and have been given the opportunity to ask questions.

By signing this document, you are attesting to your consent to participation in counseling services provided by Ben Steel Ed.D.(c), M.Div.

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Client Signature:

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Date:

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Client Print:

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Ben Steel Ed.D.(c), M.Div

Date:

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