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## **Disclosure Statement & Informed Consent**

Hello! My name is Emily Moen, and I am looking forward to working with you.

These documents contain important information about my professional services and business policies. They also contain summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of services, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us and your consent for services. We can discuss any questions you have when you sign them or at any time in the future.

### **LICENSURE, EDUCATION, & EXPERIENCE**

I am a Certified Counselor (CL61423380) in the state of Washington. I received my Bachelor's Degree in Psychology from Francis Marion University (2010) with a minor in Sociology. Post graduation I worked in a foster group home and supported teens who were under care of the state. I then worked for Compass Health in the wraparound intensive services program for six years. I supported youth and their families to navigate their journey towards mental and behavioral wellness, including working to honor the family's voice and choice by identifying strengths, building natural supports and fostering self-sufficiency. In addition to coordinating care with all system partners – the school, therapists or counselors – I also offered crisis response and outreach. I currently work for the Lake Stevens School District as a Mental Health Support Specialist where I support students and their families to achieve academic, social, and emotional success. Additionally, I work for Washington State University as a Strengthening Families Program facilitator to teach youth and caregivers to have healthy boundaries, communication, and compassion to improve overall family functioning. I am also a trauma informed Breathe For Change Yoga instructor for youth and adults.

### **COUNSELING APPROACH**

I tailor my particular focus to the needs of my clients. I believe that every individual possesses the strength and potential to work through life problems, and that most issues are developmentally based. I seek to help my clients discover their own potential and learn skills and strategies that will help them achieve their goals. I empower my clients and teach skills towards their own unique personal growth. I do this through techniques such as talk, art, play, walk and talks, and other types of movement. Some of my methodologies include client centered counseling, solution focused counseling, and trauma focused practices.

## **SCOPE OF PRACTICE & COMPETENCY**

My scope of practice is defined by what I am allowed to provide to you by my training and my professional license as a Certified Counselor. To stay within my scope of competence, I limit my practice to that which I am familiar and skilled in. As a certified counselor, I am not credentialed to diagnose mental disorders or to conduct psychotherapy as defined in WAC 246-810-010 (14). My scope of practice includes counseling and guidance to clients with a GAF (Global Scale of Functioning) score of 61 and above. We will discuss this scale at your first session. A client who has a GAF score of 60 or less will be referred to a higher level of care. I may still provide counseling services under the referral and supervision of a licensed health care practitioner who will engage in your treatment plan. If your concerns are above my level of competence or outside my scope of practice, I am legally required to refer, terminate, or consult. (Please See “Emergencies & Crisis Care” below for more information).

## **STATUS AS SUPERVISEE**

To provide the best care for you and to maintain my license, I am under a contract of supervision with a Washington state licensed mental health counselor (LMHC), Hannah Herkert. Hannah has been providing mental health care in Snohomish County since 2014. In my treatment of clients, I consult with my supervisor regarding client needs on a bi-monthly basis. Please see more under the “exceptions to confidentiality” section of this document for more information about what I share with my supervisor. You are welcome to contact my supervisor by email at [hh@hannahherkercounseling.com](mailto:hh@hannahherkercounseling.com).

## **POTENTIAL RISKS & BENEFITS TO COUNSELING**

Counseling can be immensely powerful, enlightening, and meaningful- and sometimes equally as uncomfortable. As you begin to explore more personal aspects of your life such as relationships and your role in them, negative thought patterns, unhelpful coping strategies, and big emotions, you allow them to rise to the surface of your present awareness. Any symptoms you have been experiencing relating to these issues may become more prominent or intensely felt. New symptoms may also occur. For example, you may feel more frustrated with a partner, or feel a new, sudden impulse to cry at work. This is a common experience with beginning counseling. It is always important to weigh the benefits and risks of your health care plan. My hope is that as you notice changes in yourself during our time together, you will bring it into session to be discussed.

## **CONFIDENTIALITY**

Under Washington State law and ethical guidelines, I am required to follow the professional code of ethics regarding confidentiality. Information shared in session is confidential and can only be released with your written consent or as required by law. Please note the following

## **EXCEPTIONS:**

- **Mandatory Reporting:** If I have a reasonable suspicion of abuse or neglect of a child or vulnerable adult, or if you report a crime committed against a child or vulnerable adult, I am required by law to inform the appropriate authorities in a timely manner not to exceed 48 hours. In some cases this may mean Child Protective Services/Adult Protective Services, law enforcement, or both.
- **Safety:** If I believe you are in danger of harming yourself, disclosure will be made to the listed emergency contact, as well as any other medical, law enforcement, and/or community resources needed to ensure your safety. If I believe you are in danger of harming someone else, the above steps will be taken in addition to notifying the intended victim.
- **Legal Mandates:** Counseling records may be subject to subpoena. In response, I may be required to submit notes or information regarding your case, in which I will do everything within my power to protect you as a client. However, if the Court subpoenas me, time spent in legal proceedings is charged at a rate of \$300 per hour including: case research, report writing, travel, depositions, actual testimony and cross examination, and court waiting time. Signing this disclosure statement gives permission for me to release confidential information in courtroom testimony and written reports to the Court if legally required..
- **Professional Consultations:** In order to provide the best service to my clients, to keep current with legal and ethical practices, and for accountability and coordination of care, I engage in professional case consultation. This means that I may at times discuss your case with my supervisor and/or other professionals while withholding any identifying information about you. Please speak with me if you have any questions regarding this practice.

## **ELECTRONIC COMMUNICATION**

Please be aware that all electronic communication can be relatively easily accessed by unauthorized parties and is vulnerable to breaches in confidentiality. If you wish to connect with me via email or text message, this information may not be private. Due to this risk, I only use email and text messaging for scheduling purposes. If you choose to communicate with me via text and email you acknowledge that risk by signing this document. Additionally, I do not access my email and messaging systems 24/7. Please do not rely on these methods of contact for emergency notification.

## **VIRTUAL APPOINTMENTS**

For virtual appointments, I offer a HIPAA compliant platform for video conferencing called Google Meet. Some clients feel that virtual sessions are convenient and are just as helpful as in-person. Due to the interventions I often provide in session, in-person seems to be most successful for my clients. However, if your particular needs make virtual the best format for you I am happy to provide this method of care. We can talk more about your virtual vs in-person session needs prior to your first visit.

## **FEES**

I do not accept payment through insurance. I accept cash, check, or card. Payments are due at the end of each session, I do not accept payment prior to your scheduled session. I utilize a payment system called IvyPay, a HIPAA compliant payment service that allows you to keep a card securely on file with me to be charged at the end of each session.

My fee structure is as follows:

75 min session, initial intake \$150

50 min session, individual \$120

75 min session, family \$180

I offer a limited number of reduced rate slots, and may or may not have one available. Please let me know if this is of interest to you.

### **APPOINTMENTS AND CANCELLATION POLICY**

Counseling is most effective when consistent. If you need to cancel or reschedule an appointment, please notify me via phone, text, or email 24 hours in advance. If you miss your appointment and fail to give me adequate notice, you will be responsible for your session fee. If you arrive late for an appointment, you will have the remainder of the scheduled time available to you. I will need to end our session on time to honor the schedule of other clients. You will still be responsible for the full fee of that session. If I have an emergency, I will notify you as soon as possible of my need to reschedule our appointment.

### **EMERGENCIES & CRISIS CARE**

If you are in crisis and need more immediate attention than I can offer, please call or text the crisis line at 988 for free 24/7 crisis support. If you cannot keep yourself or others safe, please go to the nearest hospital or emergency room or dial 911.

### **COMPLAINTS/UNPROFESSIONAL CONDUCT**

If you are unhappy with what is happening in counseling, I hope that we may talk about it further so there is an opportunity to respond to your concerns. I will take your concerns seriously and respectfully. It does not hurt my feelings to hear that something is not working for you. My goal as your counselor is to support you, and all feedback from you is welcome and helpful.

For conduct that you suspect is unprofessional (see RCW 18.130.180), you may contact the Department of Health at the following address or phone number:

Health Professions Quality Assurance Customer Service Center

P.O. Box 47865 Olympia, WA 98504-7869 Phone # 360-236-4700

### **TERMINATION**

Counseling is a joint effort between counselor and client. In order for counseling to work, it is essential to keep the lines of communication open. Please talk with me about any concerns you have regarding our work together. It is your right to disengage from counseling with or without notice. However, I find it helpful to arrange a final session to explore termination and review counseling goals and progress. I have the right to terminate counseling with you under the following conditions:

- When I believe counseling is no longer beneficial to you
- When I believe that another professional will better serve you
- When you have not paid for a session, unless special arrangements have been made with me
- When you have failed to show up for your last two counseling sessions without notice
- When my safety has been compromised

In the event that you haven't scheduled nor have I heard from you in 30 days, I will close out your file and terminate our current episode of care. You are welcome to reach out in the future to re engage in care as my availability permits. In the event of termination, I will make every effort to provide a smooth transition to another mental health professional or other services of care when appropriate.

## **PROFESSIONAL RECORDS**

I am required to keep appropriate records of the psychological services that I provide. Your records are maintained in a secure electronic drive and are kept, as required by state law, for 5 years post termination of counseling. I keep brief records noting when you were here, your reasons for seeking counseling, the goals and progress we set for treatment, topics we discussed, your medical, social, and treatment history, records I received from other providers, copies of records I sent to others, and your billing records.

## **PARENTS & MINORS**

When it comes to working with children/teens and their families, confidentiality and its limits can be confusing. In most cases, a client who is a minor is receiving services from me that are paid for by a parent or caregiver. This can further add to confusion around confidentiality. When I provide services, I always have an "identified client." Sometimes, the identified client is the whole family (for example, 'mom and son', or 'dad, stepmom and daughter', etc.) sometimes the identified client is the minor. Please review the following WA State laws regarding confidentiality for minors:

- **RCW 71.34.530 – Age of consent—Outpatient treatment of minors.** Any minor thirteen years or older may request and receive outpatient treatment without the consent of the minor's parent. Parental authorization, or authorization from a person who may consent on behalf of the minor pursuant to RCW 7.70.065, is required for outpatient treatment of a minor under the age of thirteen.
- **WAC 246-924-363 – Protecting confidentiality of clients.** For clients between the age of thirteen and eighteen, the counselor shall clarify any limits to confidentiality between the minor and legal guardians at the outset of services. The counselor will act in the minor's best interests in deciding whether to disclose confidential information to the legal guardians without the minor's consent.

This means that while Washington state law allows minors 13-17 years of age to request and receive treatment without parental consent, it does not grant them complete confidentiality. When it comes to determining the limits of confidentiality with this age group, the responsibility to determine what is "in the minor's best interests" lies with the counselor. Please know that I will always work in the best interest of the child, and will communicate safety needs to you as allowable by law. Please review the following information regarding providing care to minors in the state of Washington:

<https://depts.washington.edu/hcsats/PDF/guidelines/Minors%20Health%20Care%20Rights%20Washington%20State.pdf>

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**CLIENT CONSENT TO COUNSELING**

*I have received, reviewed, and considered carefully the practitioner Disclosure Statement. I understand the limits of confidentiality required by law and understand my rights and responsibilities as a client, and my counselor's responsibilities to me. I have had the opportunity to ask any questions regarding this material and understand the information provided. I consent to counseling with Emily Moen, CC at EMILY MOEN COUNSELING, PLLC.*

This authorization constitutes informed consent without exception and agreement to pay all applicable fees. By signing this document, you are stating that you have also read and have understood this agreement and have received a copy for yourself. My signature indicates accuracy of the information and my declaration to uphold these conditions.

Client Name (printed) \_\_\_\_\_ DOB: \_\_\_\_\_

Client Signature \_\_\_\_\_ Date: \_\_\_\_\_

Counselor Signature \_\_\_\_\_ Date: \_\_\_\_\_