**BRITON L. KOLBER, LMFTA**

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**PSYCHOTHERAPY INFORMATION DISCLOSURE STATEMENT**

*Washington State law and professional ethics mandates that each client be provided with the following disclosure information at the beginning of any program of treatment by a licensed psychologist and licensed marriage and family therapist. You are free to ask questions and to discuss concerns regarding this form with me.* *Your feedback is welcome.*

**Qualifications**

In 2012, I obtained a masters in psychology with a specialty in couple and family therapy from Antioch University Seattle.

I have experience with the following issues: trauma, teen issues, couples, families, depression, anxiety, anger management, domestic violence, substance addictions, parenting teens, tweens and younger children, sexuality, spirituality (I am religion friendly), and sexual orientation issues (I am LGBTQ friendly).

I am a clinical member of the American Association for Marriage and Family Therapy (AAMFT).

**Therapeutic Approach**

The goal of psychotherapy is to help you make changes you would like in your life and relationships. I view myself as a relationship and personal change specialist. Examples of possible improvements include: improving the quality of existing relationships, reducing depression or anxiety, feeling better, improving life satisfaction, etc.

Psychotherapy works best when the goals are determined jointly by therapist and client. It also requires that we both do some work or what I like to call, “emotional heavy-lifting.” These goals can involve behavior (e.g., reducing conflict), emotions (e.g., feeling happier), or self-awareness (e.g., discovering an unconscious attraction to unhealthy partners). We will continually evaluate and revise your goals as needed. I try to be very open and will not try to trick you into something you don’t want.

In case you are the sort of person who wants to geek out (like myself) on what techniques I use, please read on. Otherwise, for your own sake, skip this paragraph. I believe through my life experiences that most people will succeed and become a better version of themselves if they figure out and remove what is blocking their growth. I think of a bamboo plant that grows much better once I remove the brick blocking its path. People get in their own way in lots of different ways: sometimes the obstacle is a bad memory, a belief that doesn’t help them anymore, a relationship that could use some changes, acting out a generations-old problem that developed in their family, a story we tell ourselves about what life means that places us in the role of victim, an addiction… seriously this list can get very long. I also value being honest and allowing humor to heal.

You should also know that I am but one therapist employing one particular approach to psychotherapy. If our time together is not useful, there are many competent therapists in the Seattle area. I think I’m pretty good, but the reality is that we might not be a good fit for each other. I think it is my responsibility to help us figure that out and refer you to somebody else, if you would like.

As the son of an immigrant and an advocate of social justice, I understand the importance of culture, privilege, racism, heterosexism, oppression, classism, ageism, etc. I also realize that as a white male, there are many things I have never had to worry about. I find it very important to be genuinely respectful and interested in anything that might help or hinder us as a result of our possibly different backgrounds. These contextual elements play an important role in our lives and are considered when determining goals and strengths.

**Licensure**

I am a pre-licensed therapist (LMFTA: Licensed Marriage and Family Therapy Associate) who is working toward full licensure (LMFT). My Associate License number is #MG 60319707The main difference between LMFTA and LMFT is that I work with a licensed supervisor with whom I consult about my cases. I am currently being supervised by Amanda Franklin, M.Ed. (LMHC# 00004551) of 656 Howe St. Seattle, WA, 98109. (206) 854-6436. Please share your feedback, it is very helpful for enhancing the quality of the therapy you receive. The supervisor with whom I consult also has the same mandate to be confidential.

Licensure indicates that a practitioner has met basic education, competency, and supervision standards. If more information is needed, contact the Department of Health, PO Box 47890, Olympia, Washington 98504-7890, (360) 236-4030.

**Financial Responsibilities**

The fee is $120 for a 50-minute session, however, I also charge on a sliding scale based on family income if you cannot reasonably afford that fee.

I currently do not accept insurance, but you may pay using a Flexible Spending Account if your employer provides one. Many insurances companies allow you to be reimbursed for services by an “out of network provider.” I will happily provide you with receipts so you can be reimbursed this way. My fees go up $10 every two years and I will remind you of this increase in advance.

Unless there is a prior arrangement, full payment is required at the end of each session. If I spend more than 10 minutes on the phone or reading and responding to emails from you during a given week I will bill you on a prorated basis for that time. I may end the therapeutic relationship if the client has a significantly overdue balance, the client is non-compliant with treatment recommendations or the client is not consistently showing up for appointments. A minimum of 48 hours notice is required for rescheduling or cancelling an appointment or you may be charged the full fee.

**Benefits and Risks of Therapy**

As with any treatment, there are some risks as well as many benefits with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk that clients will, for a time, have uncomfortable feelings. Clients may recall unpleasant memories. Clients may uncover problems with people important to them. Family secrets may be told. Therapy may disrupt a marriage (although my approach is to enhance relationships, not harm them). At times, a client’s symptoms may temporarily increase after beginning treatment. Most of these risks are to be expected when people are making important changes in their lives. Finally, even with our best efforts, there is a risk that therapy will not work for you.

While you consider these risks, you should know also that the benefits of therapy have been shown by scientists in hundreds of well-designed research studies. Therapy can help people feel less depressed or anxious. Clients’ relationships and coping skills may improve greatly. Their personal goals and values may become clearer. And they may grow in many ways.

**Client Rights and Responsibilities**

As a client, you have the right to choose a therapist who best suits your needs and goals. If you work with me, you have a right to raise questions about my therapeutic approach and to request a referral if you believe you might make better progress with another therapist. If you believe I have engaged in unethical or unprofessional conduct, you also have the right to report your concerns to the Department of Health by calling 360-236-4700.

You should also know that I am but one therapist employing one particular approach to psychotherapy. If our time together is not useful, there are many competent therapists in the Seattle area. I would not be insulted if you asked for a referral for an alternative therapist. Also, if for some reason treatment is not going well, I might suggest you see another professional in addition to or instead of me.

To assure quality of care, it is your responsibility to keep me fully up-to-date about any changes in your feelings, thoughts, and behaviors and to cooperate with treatment to the best of your ability.

**Termination of Service**

I may terminate therapy with you in the following situations: 1) you fail to pay the negotiated fee; 2) you are not cooperating with my appropriate treatment recommendations; 3) there is a discovered conflict of interest (for example, I later learn that you are close friends with one of my relatives); 4) I am moving or closing my practice.

**Emergencies**

Please do feel free to contact me between sessions; life does not always happen on a schedule. I’ll return calls in a timely manner and usually within 24 hours unless it is late on a Friday or weekend. In a crisis or emergency, please use other resources as fits your situation: the **Crisis Clinic** is available at **206-461-3222** or you can call 911.

**Legal Disputes**

I will not break your confidentiality with the legal system unless you give me written permission or I am ordered to do so by a judge in a court of law.

Your therapy and evaluations are two different things. I can refer you to someone else, should you need a forensic (for a court) evaluation. I prioritize the therapeutic relationship to be a safe and comfortable setting and evaluations can detract from this relationship.

**Multiple Relationships**

It is for your benefit that I should only be your therapist. It is unethical for a therapist to be a close friend or socialize with a client because it can complicate the relationship in unexpected ways and get in the way of your best benefit in ways that may not be apparent at the time. As much as I may enjoy time spent with clients, it is best for you if we keep the relationship structured in this way. Please trust that I have a plan in this matter. It is possible, however, that on rare occasions and with prior discussions, I may blur this line if we can agree it is to your benefit for one time only.

Therapists cannot ever have a sexual or a romantic relationship with any client before, during or after the course of therapy. I will not give you gifts, and I may refuse gifts from you if they are above $5 or otherwise compromise the effectiveness of the therapeutic relationship.

**Complaints**

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can report about my behavior to the Washington State Department of Health, Health Systems Quality Assurance, Complaint Intake, P.O. Box 47857, Olympia, WA 98504-7857, or by calling 360-236-4700.

**Distance Therapy**

Distance therapy includes telephone-based therapy, video-based therapy, email-based therapy, and chat-based therapy. Clients may find it necessary or convenient to engage is these forms of therapy. There are a number of drawbacks to distance therapy: loss of the non-verbal communication, increased risk of miscommunication, and difficulty developing a working alliance. Currently, distance therapy is an emerging modality of treatment and its effectiveness and risk have not been adequately established. I am currently only licensed to conduct therapy in the state of Washington. We would need to determine whether or not distance therapy is suitable for you.

**Confidentiality and Notice of Privacy Practices**

*THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.*

The Health Insurance Portability and Accountability Act (HIPAA) mandates the protection and confidential handling of protected healthcare information. This statement informs you of your rights regarding your healthcare information under HIPAA. Your health information includes any information that I record or receive about your past, present, and future healthcare. HIPAA regulations require that I maintain this privacy and provide you a copy of this statement.

*Record keeping practices.* Standard practice requires me to keep a record of your treatment. This includes relevant data about dates of service, payments for service, insurance billing, and relevant treatment information. This record of treatment is your protected health information (PHI). I may use or disclose your PHI for payment, treatment, and healthcare operation purposes:

* *Treatment*: I may use or disclose your PHI to coordinate or manage your treatment. An example of treatment would be when I consult with another healthcare provider or therapist. Consultation with colleagues is an important means of ensuring and maintaining the competence of my work. APA ethical standards permit discussion of client information with colleagues without prior consent as long as the identity of the client can be adequately protected. In some instances, the obligation to provide the highest quality service may require consultation that reveals a person’s identity without prior consent; such disclosures occur only when it cannot be avoided and I only disclose information that is necessary.
* *Payment*: I will disclose your PHI if you request that I bill a third party. An example of payment is when I disclose your PHI to your health insurer to obtain reimbursement or to determine eligibility or coverage. If your account with me is unpaid and we have not arranged a payment plan, I can use legal means to get paid – the only information I will give to the court, a collection agency, or a lawyer will be your name and address, the dates we met, and the amount you owe me.
* *Healthcare operations*: I may disclose your PHI during activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment activities, case management, audits, and administrative services.

*Uses and disclosures that do not require your authorization or an opportunity to object.* You have the right to confidentiality. Under most circumstances, I cannot release any information to anyone without your prior written permission, and you can change your mind and revoke that permission at any time. The following are legal exceptions to your right to confidentiality. I will do my best to inform you of any time I have to break confidentiality.

* *Abuse and threat to health:* In the instance when you or someone else is in imminent danger of harm I may disclose your PHI for the purpose of safety.
  1. If I have good reason to believe that you will imminently and seriously harm another person, I may legally give this information to the police or the disclosed victim.
  2. If I believe you are in imminent danger of harming yourself, I may legally break confidentiality by calling the police, calling the county crisis team, or contacting your family.
  3. In an emergency where your life is in danger, and I cannot get your consent, I may give another professional some information to protect your life.
  4. If I have reasonable cause to believe that a child or vulnerable adult has suffered abuse or neglect, I am required by law to report it to the proper law enforcement agency or the Washington Department of Social and Health Services within 48 hours.
* *Criminal activity*: I may disclose your PHI to law enforcement officials if you have committed a crime on my premises or against me.
* *Court proceedings*: I may be required to disclose your PHI if a court of competent jurisdiction issues an appropriate order. I will comply with this order if (a) you and I have each been notified in writing at least fourteen days in advance of a subpoena or other legal demand, (b) no protective order has been obtained, and (c) I have satisfactory assurances that you have received notice of an opportunity to have limited or quashed the discovery demand. In these cases, I am required to submit information to the court unless I have reason to believe that this disclosure will harm the client.

*Your rights regarding your protected health information*

1. You have the right to inspect and copy your PHI, which may be restricted in certain limited circumstances, for as long as I maintain it. I will charge you a reasonable cost-based fee for copies.
2. You have the right to ask that I amend your record if you feel that the PHI is incorrect or incomplete. I am not required to amend it; however, you have the right to file a statement of disagreement with me, to which I am allowed to prepare a rebuttal and it will all go into your record.
3. You have the right to request the required accounting of disclosures that I make regarding your PHI. This documents any non-routine disclosures made for purposes other than your treatment, as well as disclosures made pertaining to your treatment for purposes of quality of care.
4. You have the right to request a restriction or limitation on the use of your PHI for treatment, payment, or operations of my practice. I am not required to agree to your request; and in instances where I believe it is in the best interest of quality care, I will not honor your request.
5. You have the right to request confidential communication with me. An example of this might be to send your mail to another address or not call you at home. I will accommodate reasonable requests and will not ask why you are making the request.
6. If you believe I have violated your privacy rights you have the right to file a complaint in writing with me and/or the Secretary of Health and Human Services. I will not retaliate against you for filing a complaint.
7. You have the right to have a paper copy of this disclosure.

*Children.* When I treat children 12 and under, the parents or guardians have access to the child’s PHI.

*Couple and family therapy.* In the case of couple and family therapy, I reserve the right to discuss information with other members involved in the therapy that you have shared if I believe it helps facilitate the achievement of the goals set forth in therapy. In most cases, I will not reveal secrets but instead will help you speak to your family about it – if it is necessary for therapy to progress.

*See each other in public.* If I see you in outside of therapy (e.g., the grocery store), I will protect your confidentiality by not acknowledging that I know you. However, you are free to initiate communication if you choose to do so.

*Email and text.* If you elect to communicate with me by email or phone text, please be aware that email and phone text are not completely confidential. And please be aware that I may not be able to respond quickly to your emails and phone texts. If you do not wish to communicate in these ways, tell me and I will do my best to accommodate you.

These confidentiality rules apply after the death of the client. The privilege passes to the executor or legal representative of the client.

*My signature below is acknowledgement that I am the client or the person authorized to consent for psychological care for the client, that I have read and understand the disclosure information provided by the psychologist, that I have received a copy of this disclosure form, that I consent to treatment, and I understand I can refuse treatment at any time.*

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Print Client Name Client Signature Date

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Briton L. Kolber, LMFTA Date

**Please provide the following information**

Name:

Birth date:

Mailing address:

Residential address (if different):

Home number:

Mobile number:

Email address:

Insurance provider:

Insurance ID#:

Insurance customer service phone number for providers:

Employer:

Occupation:

How you heard about me:

Emergency contact person and their contact information:

People you live with and their relation to you:

Something amazing about you that more people should know about: