

BRIAR ROSE CENTER: THE HOME OF HOPE & HEALING, P.L.L.C.

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THERAPIST 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 (Also discussed in the document Notice of Privacy Practices). 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 information is transmitted about you electronically (for example, sending bills or faxing information), it will be done with special safeguards to ensure that confidentiality is maintained.

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 when I think I would 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 older 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 are unwilling to take the 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 Department 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.*

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 couple's 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- 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 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 filing necessary forms and gaining required authorizations for treatment and assist you in advocating with the MH company as needed.

My Training and Approach to Therapy

Kimberly Cole has a Doctorate of Psychology (Psy.D.) in Clinical Psychology earned in 2007 at Argosy University-Seattle. I am licensed Psychologist (#PY00003698) in the State of Washington and am a Certified EMDR Therapist. My areas of special training and expertise include women's and gender issues in general, and specifically working with survivors of trauma, abuse, and victimization. My approach to therapy is called Feminist Therapy. This is a philosophy of psychotherapy, which looks at the relationship of gender, power, and cultural forces in determining a person's developmental experiences and the problems they bring to therapy. If you would like to learn more about this approach, we have books about it that we will lend to you. I use a variety of techniques in therapy, in an effort to try 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, 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 refer both to traditional and non-traditional (homeopathic and Oriental medicine) practitioners and will be glad to discuss with you the pros and cons of various alternatives. I may suggest that you get involved in a therapy or support group as part of your work with us. 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 that I have as a psychotherapist.

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 I have contracted for a specific short-term piece of work, I 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 vacations and training. 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 1-877-678-4428. 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. Sessions last for 45-minutes leaving me the remainder of the appointment hour to complete paperwork and make any necessary phone calls. If you are late, we will end on time and not run over into the next person's session. **Cancellations require forty-eight hours' notice, unless your appointment is scheduled on Mondays. If your appointment is scheduled on Mondays, you must cancel before 2PM on Thursday which gives us time to fill the Monday appointment slot. If you do not cancel within the parameters stated above, you must pay for that session at your next regularly scheduled session. The answering machine has a time and date stamp, which will keep track of the time of the 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), or if you or someone whose caregiver has fallen ill suddenly. If you no-show one time you will be expected to pay for that session at your next scheduled session. If you no show for two sessions I will assume that you have dropped out of therapy and will make the space available to another individual and will not reschedule with you.
- II. You are responsible for paying for your session weekly unless we have made other firm arrangements in advance. The first session which is the initial psychological evaluation is billed at **\$ 295.00**. My fee for a session is **\$ 230.00**. Emergency phone calls of less than ten minutes are normally free. However, if we spend more than 10 minutes during any one 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. If you have insurance, you are responsible for providing me with the information I need to send in your bill. You must pay me your deductible at the beginning of each calendar year if it applies and any co-payment at each session. You must arrange for any pre-authorizations necessary.
- IV.** I will bill directly to your insurance company via electronic means for you once a week. You must provide me with your complete insurance identification information, and the complete address of the insurance company. If a check is mailed to you to cover your balance due, 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.
- V.** I am not willing to have clients run a bill with me, payment is due at the time of session including deductibles and co-pays. I cannot accept barter for therapy, I do not take PayPal. I am a Medicare participating provider and accept assignment from them. Any overdue bills will be charged 1.5% per month interest. If you eventually refuse to pay your debt, I reserve the right to give your name and the amount due to a collection agency.
- VI.** Additional professional services, including but not limited to, report writing, records review, psychological testing, letter writing will be cash pay only, as insurance companies vary widely in their coverage of services rendered. I will be happy to provide a detailed receipt in case you would like to pursue reimbursement from your insurance company. We will discuss the fees together and you can decide whether you would like to proceed.
- VII.** I do not provide evaluation services, including but not limited to, SSI/SSDI disability evaluations, accommodation letters for new patients. You must have been an established patient for at least 6 months in order to receive these services. This will also be cash pay only, as insurance companies vary widely in their coverage of services rendered. I will be happy to provide a detailed receipt in case you would like to pursue reimbursement from your insurance company. We will discuss the fees together and you can decide whether you would like to proceed.

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. I will take such criticism seriously, and with care and respect. If you believe that I've 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 don't like, since you are the person who has the right to decide what you want kept confidential.

Client Consent to Psychotherapy

I understand that if I am on probation or parole, that Briar Rose Center: The Home of Hope & Healing, PLLC is required by RCW 71.05.630 to report this violation to my community corrections officer.

I understand that firearms and other weapons are not allowed in any Briar Rose Center: The Home of Hope & Healing, PLLC facility and that I will be asked to leave the premises if I am in possession of a weapon.

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 fee of \$ 295.00 for the initial intake and \$ 230.00 per 60-minute session. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I understand the cancellation policy as outlined above. I understand that I am responsible for any charges that are not paid for by my insurance or other billing. I agree to undertake psychotherapy with Kimberly L. Cole, 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. Cole. I am over the age of 13.

Client Signature

Date

Parent/Guardian Signature

Date

Kimberly Cole, Psy. D.
Licensed Clinical Psychologist (PY00003698)
Certified EMDR Therapist

Date

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