

## Counselor to Client Disclosure

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**Whole Person Counseling**

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### **Purpose of This Document**

This document provides you, the client, with information that will help you understand the services I offer, to assist you in making a well informed choice regarding the use of these services. This document includes information about my treatment approach and methods, my education, training and experience, my policies and fees, and your rights and responsibilities as a counseling client. If you have any questions or concerns about any of this information, please let me know.

### **Treatment Philosophy**

Your interest in counseling indicates you are seeking change in your life, and hoping that counseling will help you find your way through this journey of change. Together we will bring a vision of the desired change into focus, set goals and then agree on how we will move towards this vision and its supporting goals. I will prioritize building trust in our therapeutic relationship. Through this trusting relationship we will explore the dynamics, behaviors, thoughts, feelings, issues and obstacles that are part of who you are, and identify what is blocking you from the changes you seek. You will learn and experience what helps you, and apply new tools supporting changes in behavior and thought patterns, in important relationships, and in your work life.

I draw from a variety of treatment approaches, including psychodynamic (which looks to your childhood experience as one of the primary sources of later behaviors, thoughts, dynamics and obstacles), Existential (which sees people as sharing common fears, choices, and hopes), and mindfulness (which helps people identify and manage feelings, while finding their own center of strength and hope). I will help you use pragmatic tools that help you manage problematic thoughts and behaviors.

Together we will work to increase your strengths as we identify, understand and address your issues in a reasonable, yet intuitive manner that draws from your whole person. I take an active part in therapy. I recognize and work with your whole self – your intellect, your emotional life, your physical presence and your spirituality, and the culture(s) which have been and are the greatest influences on you. I ask questions, make observations, engage you in the process of discovery and change, and even suggest “homework” assignments. It is important that you take an active role in your counseling, doing your best to talk about the difficult things that brought you to therapy and/ or feelings that may arise within our therapeutic relationship.

Psychotherapy can have tremendous benefits with regard to improving the quality of people’s lives. It also has risks. It is not a linear process, but rather one that involves twists and turns. Sometimes painful material is uncovered. It is not unusual that people experience strong feelings of all types as they engage in counseling. These feelings will provide some of the most helpful material for change and growth.

## **Education, Training and Experience**

I am a Licensed Mental Health Counselor (License # LH60816793) in the state of Washington, and received my MA in Counseling Psychology from Northwest University Seattle, completing my clinical internship at Comprehensive Life Resources (a community mental health center) in Tacoma.

I seek out further education and professional development on an ongoing basis. I am a member of the American Counseling Association (ACA), the International Association of Marriage and Family Counselors (IAMFC), and the Pierce County Counselors Association (PCCA). I have received a certificate as a Specialist in Problematic Sexual Behavior from the Society for the Advancement of Sexual Health.

## **Appointments and Cancellations**

Each session is either 50 minutes or 80 minutes. Group therapy is either 80 or 110 minutes. This allows time to write notes and attend to other administration relative to the session. Your session begins at the time established for the appointment. When you make an appointment with me, that time is exclusively yours. If you need to cancel an appointment, please do so at least 24 hours in advance. Cancellations made less than 24 hours in advance will be charged at the regular fee, except in the case of an emergency or severe illness.

## **Phone and Online Video Counseling Sessions**

As an accommodation to those who would find it difficult to meet with me in my office, and only as appropriate to our work together, I offer phone and online video counseling by appointment. Those choosing these options should be advised that your confidentiality cannot be as securely guaranteed on the phone/ online as it can be in a private office setting. Online video counseling will be HIPAA compliant (which means the technology I use meets the security and confidentiality standards set by the Health Insurance Portability and Accountability Act of 1996).

## **Fee Information and Payment Policy**

The fee is \$125 for 50 minutes, and \$165 for 80 minutes. The group therapy fee is \$45 for 80 minutes, and \$55 for 110 minutes. I am committed to serving clients at all income levels. If these fees would prevent you from gaining access to my services, I also offer limited access to a sliding scale.

**We have agreed upon an alternative fee of \$\_\_\_\_ for a \_\_\_\_ minute session and \$\_\_\_\_ for a \_\_\_\_ minute session.**

Payment is due at the time of service, unless other arrangements have been made with me. I do not bill insurance companies with the exception of clients using Veterans Choice. However, I can provide you with a monthly receipt of your payment that you can use to seek reimbursement from your insurance provider. Please let me know if you require this.

## **Emergency / Crisis Contact Information**

If you are having a mental health crisis or emergency, please contact either the Suicide Prevention Hotline, the crisis line relative to your location, or if you believe there is a life threatening crisis or emergency other than suicide, call 911.

- Suicide Prevention Hotline 800-273-8255
- Pierce County 800-576-7764
- King County 866-427-4747
- Kitsap, Clallum or Jefferson County 800-843-4793
- Mason & Thurston County 360-586-2800
- You can also contact the King County Crisis Clinic by texting "Connect" to 741741.
- For more information on the internet you can access [www.crisisclinic.org](http://www.crisisclinic.org).

## **Paul Duke's Contact Information**

If you need to reach me between sessions, you can call at 206-317-1898. If I do not answer you can leave a message on my confidential voicemail, and I will return your call as soon as possible, usually within 24 hours. If calls extend beyond ten minutes, I may charge you on a prorated basis, according to the fee structure we have established.

For your security, email correspondence will generally be limited to initial contact and scheduling. If you need to convey something to me, please call. If you choose to use email, you must understand that email is an inherently unsecured means of communication and your confidentiality may be at risk. I do not send or receive texts.

## **Confidentiality**

Your therapy is confidential. The law protects the privacy of all communications between a patient and a therapist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by state law and/or HIPAA. With your signature on a proper Authorization form, I may disclose information in the following situations:

1. I do on-going one-on-one consultation with other health and mental health professionals about my cases. 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 don't 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 (which is called "PHI" in my Notice of Therapist's Practices to Protect the Privacy of Your Health Information).
2. Disclosure required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
3. If you are involved in a court proceeding and a request is made for information concerning the professional services I provided you, although the law does not does not protect such information by therapist - patient privilege, I cannot provide any information unless 1) you give me written authorization; or 2) a court order requires the disclosure. You may seek a protective order against my compliance with a subpoena that has been properly served on me and of which you have been notified in a timely manner,
4. If you are involved in or contemplating litigation, you should consult with your attorney about likely required court disclosures.

There are some situations where I am permitted to disclose information without either your consent or Authorization:

1. If a government agency is requesting the information for health oversight activities, I may be required to provide it to them.
2. If a client files a complaint or a lawsuit against me, I may disclose relevant information regarding that client in order to defend myself
3. If a patient files a worker's compensation claim, and the services I am providing are relevant to the injury for which the claim was made, I must, upon appropriate request, provide a copy of the patient's record to the patient's employer and the Department of Labor and Industries.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

1. If I have reasonable cause to believe that a child has suffered abuse or neglect, the law requires that I file a report with the appropriate government agency, usually the Department of Social and Health Services. Once such a report is filed, I may be required to provide additional information.

2. If I have reasonable cause to believe that abandonment, abuse, financial exploitation, or neglect of a vulnerable adult has occurred, the law requires that I file a report with the appropriate government agency, usually the Department of Social and Health Services. Once such a report is filed, I may be required to provide additional information.
3. If I reasonably believe that there is an imminent danger to the health or safety of the patient or any other individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the patient, or contacting family members or others who can help provide protection.

If such a situation arises, I will make every effort to discuss it with you before taking any action and I will limit my disclosure to what is necessary

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The law governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

### **Health Care Records**

You should be aware that, pursuant to HIPAA, I keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your name, dates of service, fees, a description of the services provided, your diagnosis, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in the unusual circumstances that I conclude disclosure could reasonably be expected to cause danger to the life or safety of the patient or any other individual or that disclosure could reasonably be expected to lead to the patient's identification of the person who provided information to me in confidence under circumstances where confidentiality is appropriate, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most situations, I am allowed to charge a copying fee of 65 cents per page for the first 30 pages and 50 cents per page after that, and a \$15 clerical fee. I may withhold your Record until the fees are paid. The exceptions to this policy are contained in my attached Notice Form. If I refuse your request for access to your records, you have a right to review, which I will discuss with you upon request.

In addition, I also keep a set of Psychotherapy Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include treatment plans, your psychosocial history, the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for that refusal. You may examine and/or receive a copy of your Psychotherapy Notes unless I determine that knowledge of the health care information would be injurious to your health or the health of another person, or could reasonably be expected to lead to your identification of an individual who provided the information in confidence and under circumstances in which confidentiality was appropriate, or contain information that was compiled and is used solely for litigations, quality assurance, peer review, or administrative purposes, or is otherwise prohibited by law.

### **Client Rights**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected

health information. These rights include requesting that I amend your records; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complains you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

### **Minors & Parents**

Clients under 13 years of age who are not emancipated from their parents should be aware that the law may allow parents to examine their child's treatment records. Since privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is usually my policy to request an agreement from the parents that they consent to give up access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other circumstances will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

### **Uniform Health Care Information Act**

Washington State law mandates that you have a right to see and copy your record. I keep a record of the services I provide to you. You may ask me to correct the record. I can deny access to healthcare information, if I reasonably conclude that the information would be injurious to your mental health. I may charge a reasonable fee to provide the information and for any photocopying, and am not required to provide you the information until the fee is paid.

### **Insurance Reimbursement**

If I am contacted by your health insurance company regarding my services provided to you, please be aware that I will be required to provide information relevant to these services. I am required to provide a clinical diagnosis, and sometimes additional clinical information, such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company's files. Though they claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. By signing this Agreement, you agree that I can provide information to your insurance carrier and/or Employment Assistance Program, should they request it from me. If you do not seek reimbursement from your insurance company or notify them of the services I provide you, they will not ask me for information, and I will have no reason to provide it to them.

### **Assurance of Professional Conduct**

Thousands of people in the Counseling profession practice their skills with competence and treat their clients in a professional manner. If you and I agree to the course of counseling and I deviate from this agreed course, you have the right to question the change and to end the counseling if that seems appropriate to you.

I want you to know that there are acts that would be considered to be unprofessional conduct. If any of the following situations occur during your counseling with me, you are encouraged to contact the Washington State Department of Health by either writing to the address or phoning the number that I've included in this information handout.

The following situations are not identified to alarm you. Instead, they are identified so that you can be an informed consumer of counseling services. The conduct, acts, or conditions listed here give you a general idea of the kinds of behavior(s) that could be considered to be a violation of law as defined in RCW 18: 130.180.

- (1) If I commit any act of moral turpitude, dishonesty, or corruption relating to the practice of my profession, whether

this behavior constituted a crime or not;

- (2) If I ever were to either conceal or misrepresent a material fact in obtaining or reinstating my license to practice;
- (3) If either in advertising or the marketing of my practice, I would be false, misleading, or fraudulent.
- (4) If through incompetence, negligence, or malpractice I either injure you or I create an unreasonable risk of harm to you. The use of a nontraditional approach by itself doesn't constitute unprofessional conduct, provided that it does not result in injury or create an unreasonable risk that you may be harmed;
- (5) Suspension, revocation, or restriction of my license to practice any health care profession by competent authority in any State, Federal, or foreign jurisdiction, a certified copy of the order, stipulation, or agreement being conclusive evidence of the revocation, suspension, or restriction.
- (6) The possession, use, prescription for use or distribution of controlled substances or legend drugs in any way other than the legitimate or therapeutic purposes, diversion of controlled substances or legend drugs. The violation of any drug law, or prescribing controlled substances for oneself.
- (7) Violation of any State or Federal statute or administrative rule regulating my profession, including any statute or rule defining or establishing standards of Client care or professional conduct or practice.
- (8) Failure to cooperate with the disciplining authority by:
  - (a) Not furnishing any papers or documents:
  - (b) Not furnishing in writing, a full and complete explanation covering the matter contained in the complained filed with the disciplining authority;
  - (c) Not responding to subpoenas issued by the disciplining authority, whether or not the recipient of the subpoena is the accused in the proceedings; or
  - (d) Not providing reasonable and timely access for authorized representatives of the disciplining authority seeking to perform practice reviews at facilities utilized by the license holder;
- (9) Failure to comply with an order issued by the disciplining authority or a stipulation for informal disposition entered into with the disciplining authority;
- (10) Aiding or abetting an unlicensed person to practice when a license is required;
- (11) Violations of rules established by any health agency;
- (12) Practice beyond the scope of practice as defined by law or rule;
- (13) Misrepresentation or fraud in any aspect of the conduct of the business or profession;
- (14) Failure to adequately supervise auxiliary staff to the extent that your health or safety is at risk
- (15) Engaging in a profession involving contact with the public while suffering from a contagious or infectious disease involving serious risk to public health
- (16) Promotion, for personal gain, of any unnecessary or inefficacious drug, device, treatment. procedure, or service;
- (17) Conviction of any gross misdemeanor or felony relating to the practice of my profession. For the purposes of this subsection, conviction includes all instances in which a plea of guilty or nolo contendere is the basis for conviction and all proceedings in which the sentence has been deferred or suspended. Nothing in this section abrogates rights guaranteed under chapter 9.96A RCW:
- (18) The procuring, or aiding or abetting in procuring, a criminal abortion,



