

# Olympia Therapy PLLC Ruyman "Rudy" Hernandez MA, LMFTA, LMHCA

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## Professional Disclosure Statement and Informed Consent

Washington State law (The Counselor Credentialing Act) requires Licensed Mental Health Counselors to provide clients with information about their rights and responsibilities when they elect the services of a therapist or counselor. The purpose of the law regulating counselors is: (a) To provide protection for public health and safety, and (b) to empower the citizens of the state of Washington by providing a complaint process against those counselors who would commit acts of unprofessional conduct. Counselors practicing counseling for a fee must be registered or certified with the Department of Health for the protection of the public health and safety. Registration of an individual with the department does not include recognition of any practice standards, nor necessarily imply the effectiveness of any treatment. The law requires counselors to provide a statement to those seeking clinical or counseling services, which discloses the therapist's background, experience, theoretical orientation, and approach to service. You have the right to choose counselors that best suit your needs and purposes.

Thank you for choosing Olympia Therapy, PLLC for your health care needs. This document is designed to provide details and information pertinent to engaging in a therapeutic relationship with one or more clinicians at Olympia Therapy. Your signature indicates that you have read, understood, and agree to the terms outlined herein and that you willingly offer consent for treatment.

#### **Theoretical Orientation and Approach**

Through a person-centered humanistic approach, I hope to meet people where they are at. I am honored to support those doing the hard work of facing their challenges and be a part of the healing process. I also draw from Cognitive Behavioral Therapy (CBT), Solution-Focused Brief Therapy (SFBT), and Emotion Focused Therapy (EFT) and strength-based therapy to help guide those seeking to connect thoughts and behaviors and encourage self-efficacy.

#### **Education & Experience**

I have received a Bachelor of Science in Marriage and Family Studies from Brigham Young University – Idaho in 2015 and a Masters in Marriage and Family Therapy from Capella University in 2019. I am a Licensed Marriage and Family Therapist Associate (LMFTA) (Credentialed MG60915142) and a Licensed Mental Health Counselor Associate (LMHCA) (Credentialed MC60941652) with Washington State. I am getting my Play Therapy Certificate from Antioch Center for Play Therapy. As an associate therapist, my hours are directly supervised by a Licensed Marriage and Family Therapist who meets the Washington State requirements for supervision. Supervision will be provided by Cary McAdams Hamilton, LMHC, CMHS, RPT-S.

#### Scheduling

I am available by appointment on Wednesdays from 2pm to 7pm., and Saturdays from 9 a.m. to 3 p.m. For information, to schedule appointments, or to consult via phone, Telehealth, or email, please telephone the office to make arrangements or leave a message. Appointments that take place on Telehealth or phone are charged as per on site visits. Phone calls of a clinical nature that exceed 10 minutes duration will be billed the hourly rate. Clinicians will return individual calls upon notification, usually within 24 hours. The office is closed most major public holidays, while additional closures due to inclement weather or unforeseen circumstances will be posted on our website. Please be aware that any client under the age of thirteen needs to have a caregiver remain on site during the duration of their appointment. Children in the lobby under the age of six require supervision by a caregiver at all times. In addition, I am away from the office several times a year to attend professional meetings or for other travel needs. Whenever possible, we will discuss my absence in advance and provisions will be made for continuity of care while I am away.

#### **Emergencies**

For emergencies, please call 9-1-1, phone the Crisis Clinic at (360) 586-2800, or go directly to St. Peter's Hospital Emergency Room or the hospital nearest you.

### **Professional Fees and Billing Policy**

Fees for Professional Associates at Olympia Therapy apply as follows: \$50 per session for individuals and \$100 for family sessions. Longer sessions may occasionally be called for with fees prorated accordingly. Payment is due the same day of service and may be paid by check, cash, card, or online using the payment option on our website. Cancellation Policy: If you are unable to keep an appointment, please let us know at least 24 hours in advance of your appointment. Full fees are charged for missed appointment without notification, and for notification of under 24 hours. Exceptions may be made in case of emergency or sudden illness. Late or Delinquent Payments: Should payment be outstanding for more than one month, a 1.5% interest fee per month is levied. For returned/NSF checks, a \$50 charge is billed to the client. After two returned checks, or should payment in full not be received after two sessions, subsequent payments will be in cash and further sessions delayed until full payment has been made. After three months, we submit your bill to Grimm Collection Agency, and any fees incurred in this process are billed to the client. In this event, personal information including name, address, phone numbers, social security number, date of birth, dates of service, and payment record may be disclosed. Olympia Therapy will attempt to notify you before taking such action.

Managed Care: Payments made in part or in full by a managed care organization (MCO) require compliance with the regulations of your plan. As your policy is a contract between you and your carrier, it is your responsibility to check with your insurance provider to confirm the terms and limitations of coverage. If your insurance fails to pay, for whatever reason, you are responsible for the full billed amount. MCOs typically require us to provide information about your services in order to approve coverage and make payments. Typically they require a diagnosis (a technical assessment based on current symptomatology that allows them to determine the level of coverage, as derived from the DSM-IV-TR or DSM 5 diagnostic manuals), the number and dates of sessions, treatment plans, progress notes, and prognosis. As policies and MCOs are different, we will be happy to discuss any questions or concerns you might have and to do everything we can to support your needs and desires when it comes to coverage and confidentiality.

**Legal Issues:** Fees for telephone or any other consultation on legal matters will be billed at the regular individual therapy hour: \$50 (per 60 min) and \$100 if it is concerning couples/family issues. Court appearances associated with "custody issues" and/or other legal matters are billed at \$250 (per 60 min). Concerning court appearances, the clock starts from the time the clinicians leave the office until the court, judges, or attorneys dismiss them and they return to the office (Portal to Portal). This includes appearance by phone. Expenses incurred from requesting of records from previous providers will be charged to the client seeking the assessment.

Case Management & Correspondences: In the event that you are in need of letters or any other form of communication (e.g., phone calls, off-site meetings) to institutions, companies, work, school, court, military, and other third parties for the purpose of verifying your participation in counseling, as well as other actions that we have to take on your behalf will be billed separately at a flat rate of \$70 (per 30 min). This fee is not billable to insurance. However, an attendance verification for schools is available upon request at no charge.

#### **Confidentiality**

- Limitations of Confidentiality: While every effort is made to protect your privacy, Washington State law requires me to break confidentiality and inform the appropriate agency or persons during the following instances: 1) If I have reason to believe your life or someone else's life, safety, or property is threatened or endangered, 2) If there is evidence or even suspicion of physical or sexual abuse, or neglect of a minor child, dependent, developmentally disabled adult, or elderly person, or 3) If a judge orders certain information disclosed in a legal proceeding, 4) In legal proceedings when your psychological health is an issue (e.g., work-related stress, divorce, custody battles, etc.), the attorney for the opposing side may have certain information subpoenaed. In that case, I would inform you of the subpoena. If you object to my complying with the subpoena, I may still be required to release the information.
- Release of Information: There may be times when it might be necessary or beneficial to share information with another person (physician, teacher, attorney, another counselor, etc.) for legal purposes or for continuity of care. Following state and federal guidelines, as well as the ethics of my profession, disclosures may be made by signing a "Release of Information" (ROI), which we will discuss together. In the state of Washington, individuals 13 years and older are required to sign their own releases, while a parent or legal guardian is required to sign for those 12 and under. ROI must be submitted in writing prior to the release of any personal information for any reason.
- Recordkeeping: For medical record keeping, our office uses Simple Practice, which is supported by advanced encryption and is fully HIPAA compliant. Paper documents are scanned, uploaded securely, and duplicates destroyed.
- Managed Care Organizations: Please see section headed "Managed Care". Please be further advised that Olympia Therapy has no control over how personal records are handled by MCOs.
- Consultation and Education: At times I will share information about your case with colleagues or others for educational, consultation (quality of care), research, or literary purposes that may or may not include visual demonstration or publication. When this occurs, I exercise considerable caution and do not disclose identifying information about you. Audio and visual recordings of sessions are only shared by permission of the client. Anecdotal, narrative, or written materials, without reference to identifying information, may be used without client permission.
- Communication: Please note that email or related forms of communication, including telephone messaging, are not secure or private. Please limit
  content to the necessary and we will do the same, exercising due diligence and discretion.

#### **The Therapeutic Process**

- Risks: Counseling is an intensely personal process that has many benefits; however, it can occur that an escalation of negative symptoms occurs in the short term as the process unfolds. This may include surfacing of unpleasant emotions or memories, feelings of heightened discomfort, increased tension in relationships, causing fear, doubt, or resistance. This is normal and can be tempered through discussion, as can frustrations that arise according to expectations and one's sense of urgency.
- Benefits: There are many benefits to therapy and clients are encouraged to consider the risks and benefits of therapy before committing. Some of the
  many benefits of therapy include improved awareness and insight, development of tools, skills, and coping mechanisms, reduction in symptomatology,
  greater confidence, better communication skills, emotional regulation, behavioral modification, and improved relations. Research has consistently
  supported the value of therapy over time.
- Client Rights: You have the right to be informed about the therapeutic process and to make autonomous decisions pertaining to your treatment. This includes the right to information about risks, alternatives, your therapist, as well as the right to request a referral to another therapist or agency, the right to refuse any particular aspect of treatment, to view your records, or to withdraw from therapy at any time.
- Responsibilities: I consider myself a facilitator of your process, advocating for you and your goals, and offering guidance, psychoeducation, empathy, and encouragement along the way. While my role is to support your process throughout, yours is to be active, open to change and new ways of thinking, engaged, honest with me about feelings that arise, punctual, and clean and sober so that we can make the most of our time together. Please be advised, if you come to any appointment under the influence of substances or medications that prevent you from being fully present I reserve the right to end the session early. This will not relieve you of any financial responsibilities for that session which will still be charged for the full rate of the scheduled session. Further, it is expected that you comply with the terms of this *Disclosure and Informed Consent*.
- Process: Typically the therapy process starts with an intake interview, which includes a review of the terms of *Disclosure and Informed Consent*, and continues with diagnostic protocols and the development of therapy goals in the form of a Treatment Plan, which is updated regularly. Therapeutic techniques are employed in line with presenting goals and issues, often including dialogue, psychoeducation, relaxation, skill building, role modeling, reframing, and homework, to name a few. Therapy goals may be completed within 4-6 months when the focus is limited to resolving specific symptoms or problem areas, or longer if the focus of treatment is on more pervasive, long-standing difficulties. I like to see clients weekly at the onset of therapy, tapering as symptoms ease and progress is made.

- Alternatives: At times it may become necessary to restrict or terminate therapy, or to refer you to another professional, or for specialized services. This may be done when safety concerns arise, where needs arise that are better met by another or adjunct professional, or when the dynamics between client and therapist suggest the need for change. If this should occur, we can discuss the concern to determine the best course of action. I will, of course, do everything I can to assist in providing referral options. The risks and benefits of outside therapy are not under the control of Olympia Therapy.
- **Problem Solving:** Please address any concerns about therapy or your therapist with me directly. Interestingly, conflicted feelings often lead to unexpected therapeutic gains. If you are unsatisfied with the outcome, feel free to bring the matter to the attention of my supervisor, Cary McAdams Hamilton. Unresolved issues may be addressed to the Department of Health, Health Professionals Quality Assurance Division, P.O. Box 47877, Olympia, WA, 98504-7877, or by phone at (360) 236-4700.
- Termination: There is as much benefit from proper closure as there is from the therapeutic process itself. This is the time to review our time together, to consolidate the gains made, and to address prevention and intervention strategies for the future. As you are free to terminate therapy at any time, please provide notice so that we can plan accordingly to ensure the maximum gain. Olympia Therapy reserves the right to terminate clients at any time for reasons of nonpayment, safety, optimal care, and necessary progression. If your file remains inactive for 6 weeks, Olympia Therapy will send you a letter via the US postal system informing you that your file will be closed and offering you the option to reschedule.

If you have any questions regarding the above information or any other office practices, please ask prior to signing this document. If you have any questions during the course of treatment, you are welcome to ask at any time.

#### Consent to Treatment

My signature affirms that I have read the handout *Counseling or Hypnotherapy Clients* (available in hard copy for review at the front desk or on our website) and received a copy of Rudy Hernandez's Disclosure and Informed Consent, having paid particular attention to the sections on Confidentiality, Professional Fees and Billing Policy, and The Therapeutic Process. I attest that I have read this statement, had sufficient time to consider its contents, have asked and received answers to questions I had, and have understood it. I understand the limits of confidentiality required by law. I understand the fee per session, the penalties for late or nonpayment, and my rights and responsibilities as a client, including payment of costs for recovering delinquent payments. I understand that my therapist from time to time makes teaching and research contributions and the right to use disguised material without financial remuneration. I know I can end therapy at any time. My signature affirms that I agree to the provisions outlined herein, accept my responsibilities, and consent to treatment.

email to general, nons you choose to email R	Please be aware that information transmitted over a website, text, Telehealth, or email may not be so onspecific messaging without disclosing any identifying information such as name, date of birth, or person I Ruyman Hernandez or Olympia Therapy, PLLC, you understand the limits of confidentiality inherent i	nal identification numbers. If
communication (initial)	. You agree to have messages from our office left at or text messages sent to the phone number(s) pro	vided by you on the intake
form		
(initial)	. You agree to have surface mail posted to the address provided by you on the intake form	
D : ( 131		
Printed Name:		
Signature:	Date Signed:	
Minor Client: I affir	ffirm that I am the legal guardian/parent of	

(a minor child 12 years old and below). With an understanding of the above requirements, I grant permission for my child to participate in counseling/play therapy.

Minors may receive outpatient mental health treatment if they are 13 years of age or older without the consent of a parent or a guardian. The parents will not be notified without minor consent. RCW 71.34.530.