

Alex Borton, LMHC
Borton Counseling
214 N. Commercial Street, Suite 103, Bellingham WA 98225
360-303-2981

Disclosure Statement and Informed Consent

Welcome! My goal is to provide high quality therapy services to you in a safe and ethical manner. The purpose of this form is to let you know how I do therapy and to inform you of your rights and responsibilities in our therapeutic relationship. This form also includes my practice policies. Please make sure to read this fully before you sign. Please let me know if you have any questions about any of this information.

Education, Training & Certifications

M.A. Applied Behavioral Science/Systems Counseling, LIOS/Bastyr University, 2008
B.A. Natural Science, Colgate University, 1991
Washington State Licensed Mental Health Counselor, 2011, # LH 60263855
Intensive Foundational Training in Dialectical Behavior Therapy, 2013
Intensive Training in Functional Family Therapy, 2008

Philosophy and Approach

I have experience counseling adolescents and adults in individual, couples and family sessions. I believe there is inherent strength and goodness within every human being, and seek to increase the accessibility of this wisdom. I approach therapy from an eclectic variety of perspectives including several strength-based, Family Systems and Cognitive and Behavioral Theories. This means that in any one moment I have access to a number of different ways to understand your situation and your experience. Generally, suffering is created by patterns of behaviors, thoughts and feelings that cause distress. These patterns can be either inside our own minds, or ways we interact with others. Together, we will work to understand these mal-adaptive patterns and replace them with ones that lead to more favorable experiences. I want to help you move toward more freedom, more choice, and more joy in your life.

During our first 2-5 sessions I will complete an intake/assessment with you. During that assessment if I determine that I am unable to provide the level of care that you need and deserve I will work with you to find a provider that can better meet your needs. After completing the initial assessment, we will collaboratively discuss what your individual treatment will look like. Given the nature of therapy it is difficult to say for each person how long therapy will take. The average length of therapy can be between six months to one year.

The course of therapy is not linear and there are no guarantees of the outcome. However, many clients report that therapy improves their interpersonal relationships, improves their ability to find joy and satisfaction in their lives, and resolves the issues that originally brought them to therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your active involvement, honesty, and openness in order to change your thoughts, feelings and behavior. Things also may feel worse before they feel better as therapy can uncover core, painful parts of the self and requires a level of self-honesty that can be uncomfortable.

Client Rights

- You have the right to choose a counselor that best meets your needs and reasons for counseling.
- You have the right to choose a treatment modality that best suits your needs.
- You have the right to refuse or terminate treatment at any time for any reason.

Statement and limits of confidentiality:

As a licensed professional the confidentiality of your information is of the utmost importance to me. I adhere to HIPAA and Washington State law regarding privacy of client information. Please feel free to ask me, at any time, about my procedures for keeping your information private. You may ask to see or have a copy of your record, and you may ask me to correct that record if needed. Your participation in therapy, the content of our sessions, and any information you provide to me is protected by legal confidentiality. Some exceptions to confidentiality are the following situations in which I may choose to, or be required to, disclose this information:

- If you give me written consent to have the information released to another party;
- With your authorization, to effect billing of a third-party payor for the services I provide to you;
- In the case of your death or disability I may disclose information to your personal representative;
- If you waive confidentiality by bringing legal action against me;
- In response to a valid subpoena from a court or from the secretary of the Washington State Department of Health for records related to a complaint, report, or investigation;
- If I reasonably believe that disclosure of confidential information will avoid or minimize an imminent danger to your health or safety or the health or safety of any other person;
- If, without prior written agreement, no payment for services has been received after 90 days, the account name and amount may be submitted to a collection agency.

As a mandated reporter, I am required by law to disclose certain confidential information including suspected abuse or neglect of children under RCW 26.44, suspected abuse or neglect of vulnerable adults under RCW 74.34, or as otherwise required in proceedings under RCW 71.05.

Consultation & Access to Records

I seek ongoing consultation from colleagues in order to provide you with the best services possible. I may disclose information about you in consultation with colleagues, in which case I will limit the information I disclose to the minimum amount necessary.

In case I am temporarily or permanently incapacitated I have an agreement with Annie Elder, LMHC, to access my client files, in accordance with all applicable state and federal laws or rules, in order to make appropriate notification and referrals. If you do not consent to another therapist accessing your file in case of my incapacity, please let me know so that I may make alternative arrangements.

Family and Relationship Counseling

If you are seeking family or relationship counseling, it is important you understand that I will adhere to the ethical and legal requirements of confidentiality, however, I cannot ensure that you or the other participants in the family or relationship counseling will maintain confidentiality about your therapeutic experience including content discussed within the counseling session. In addition, in the case of family or relationship counseling, the entire treatment record will be available to any and all participants in the family or relationship counseling, and all participants must consent to any authorized third party disclosure.

Occasionally one family member may wish to tell me something that they do not want another family member to know about. While this desire may be understandable, please know that I will not maintain secrets between members of the family or relationship. If we cannot find a clinically appropriate way for you to disclose information to the other member(s) of the family or relationship, I may need to terminate the clinical relationship and refer you to another provider.

Working with Minors

If you are the parent or guardian of a minor who is seeking treatment, please know that under Washington State law, any child age 13 or older can independently consent to mental health treatment without your permission. In addition, parents or guardians may not generally access the treatment record of a client aged 13 or older without that client's written permission. If you are 13 years of age or older, you have the legal right to seek mental health treatment without obtaining permission from a parent or guardian. Under certain circumstances, the parent of an adolescent may consent, on behalf of the adolescent, to a mental health or substance use assessment and limited treatment.

I am not able to provide a recommendation, evaluation, or opinion, in any legal forum relating to separation, divorce, child custody, visitation, or parenting plans. For children under age 13, I will need to be provided with a copy of any parenting plan, custody orders, or any other similar documents, including any changes or revisions made during the course of treatment. It is generally necessary that both parents or legal guardians consent to treatment of their minor child.

Fee information

The costs for clinical services are as follows: \$180.00 for initial assessments (generally at least 2 sessions) and \$150.00 for 55 minute sessions. I do offer a need based sliding fee schedule for financial hardship.

If we need to speak outside of sessions on the phone, and those phone calls last longer than 15 minutes you may be charged a fee of \$25 per 15 minutes for clinical services.

There is a fee of \$25 for any letter I write at your request. If I am required to write letters for any legal proceedings these letters will be \$75 per letter.

If I am called to testify for a court case in which you are involved. I will charge a rate of \$250/hour which includes, but is not limited to: time for preparation for court or preparing records, travel time, time testifying and time while at the courthouse including waiting to be called as a witness.

Late Cancel & No Show Policy

A late cancel/no-show fee of \$100 will be charged if I do not receive 24 hours notice that you will be missing an appointment. For both in person and telehealth sessions I will wait up to 15 minutes for you to arrive before considering you a no-show. In the case of an emergency or illness I may make an exception to this. Should you fail to schedule and attend appointments after 4 consecutive weeks I will assume you wish to terminate our current course of treatment and I will consider the professional relationship discontinued.

Billing insurance

If I am contracted with your insurance company I will submit claims on your behalf. I usually do not submit claims to a secondary insurance company.

If you are using insurance it is your responsibility to check your coverage for my services with your insurance company. Your fee will include your deductible and/or copay and/or coinsurance, if applicable.

Invoices are sent to clients after I receive a response from your insurance company. Payment is due once an invoice is sent to a client via email or text or mail. If payment is not received within 30 days, your credit card on file will be charged automatically. I am able to accept checks; and credit cards through the link on your statement. If these arrangements do not work let me know so we may make other payment arrangements.

It is your responsibility to be aware of how your insurance covers my services and your copays and/or deductibles and pay accordingly. Fees unpaid after 30 days may be subject to a 2.5% late charge per month. Fees unpaid after 6 months may be sent to collections. Non-payment may be the cause of termination of services.

By using your insurance benefits to pay for the services I provide to you, you are authorizing the release of personal health information necessary to process claims to your insurer. You are authorizing payment of insurance benefits to Alex Borton LMHC or anyone authorized by Alex Borton LMHC. Your insurance or employer may offset the expense you incur. If not, it is your responsibility to pay your bill in its entirety for my services.

Court cases in which you may be involved

I do not provide any of my services for the purposes of legal proceedings including dissolution/separation, child custody, criminal proceedings or any other legal/court dispute. I will not voluntarily provide records, evaluations, depositions or testimonies in court. There are several reasons for this:

- I may not possess the professional skill to make decisions about issues besides those we deal with in counseling.
- Counseling often involves full disclosure of information that you may not want to have revealed in court.
- If you are holding back information because of fear of a pending court case in which I may have to testify our work will not be productive as it could be.
- My statements may be seen as biased in your favor because we have a therapy relationship.
- What I might say in testifying or being deposed may change our professional relationship in counseling services, and that relationship is paramount to me.

If despite this I am called to testify, charges will be accrued; please see fee information for more about these charges.

Professional Boundaries

The intent of the therapeutic relationship is to be client-centered, comfortable, respectful and professional. Because I respect you, professional boundaries are essential so that no harm or damage is done. I uphold the following practices regarding professional relationship boundaries including, but not limited to:

- I will not/do not accept any social network/media “friend requests” or “follows” and I will not communicate with you through social media websites or applications.
- I will not (and generally cannot) accept or receive any gifts from you.
- If we see one another in public or outside of our professional setting, I will not initiate any form of contact with you as this is to respect your rights, autonomy and confidentiality. If you initiate contact with me, I will respond respectfully and politely.
- I will not have any relationship with you beyond my scope of professional treatment services, even after we have ended our therapeutic, professional relationship

Communication

My preferred method of communication with clients outside of session is phone (voice). I cannot guarantee the confidentiality of email and text communication. With your consent I am able to text or email with you (or your representative) regarding appointments and billing issues; I am not able to text regarding sensitive information. I generally return messages within 48 hours Monday through Friday.

Crisis Resources

I do not provide crisis services. If you are in a crisis please use these resources: Call 988, go to your nearest Emergency Room, National Suicide Prevention Lifeline: 1-800-273-8225. Whatcom Crisis Line **1-800-584-3578** or text HOME to 741741 -for a home visit ask for MCOT -Mobile Crisis Outreach Team.

Vacation

I will generally let clients know ahead of time when I am out of the office for vacation/leave, however there are situations when that may not be possible. If you request, I will do my best to arrange for you to see a colleague in my absence for support or for a session. Their hourly rates will apply and it is not guaranteed that your insurance will cover their services.

Termination of Services

Therapeutic treatment is always voluntary. While I prefer to have at least one conversation about the ending of therapy, any client is free to end services with me at any time they wish.

There are rare instances when I may need to choose that our therapeutic relationship should end. When/if these issues arise I will make a reasonable effort to discuss this with you unless circumstances prevent me from doing so. Instances where I may decide to end therapy with you include (but are not limited to):

- Excessive no-call/no-show appointments. Excessive would be considered more than 3 missed appointments in a period of 3 months.
- If we have not had contact in 30 days then I will consider our professional relationship terminated.
- I have determined that your needs are outside of my scope of practice. In this case I will provide you with a list of providers that I feel are more appropriate.
- I have determined that services provided are not of benefit or value to you. In this case I will provide you with a list of providers that I feel are more appropriate.
- If there is concerning behavior that I feel puts me at risk of harm and that issue cannot be resolved.
- If you are unable to pay for sessions and to keep your account up to date, I may be required to terminate services. In such cases, I will provide you with appropriate referral resources for low or no-cost alternatives.

Complaints

If you have concerns about your experience or involvement in treatment, please discuss this with me. I value openness and transparency in the therapeutic relationship. As a professional it is my duty to address your concerns to the best of my ability.

If you believe that I have violated the law or engaged in unprofessional conduct (RCW 18.130.180) you can notify the Washington State Department of Health, Health Systems Quality Assurance PO Box 47857, Olympia WA 98504, (360) 236-4700

Client Signature, Acknowledgment, Agreement and Informed Consent

I have received, read and understand this Disclosure and Policy Statement, and I have received a copy of my HIPAA Notice of Privacy Practices. I have had the opportunity to ask any questions regarding this material and I fully understand this agreement. My participation is voluntary, and I am personally responsible for my experience. By signing this form, I agree to all the information in this agreement, and I am making an informed consent to counseling/therapeutic services with Alex Borton, LMHC, according to the terms listed above.

Client Name

DOB(if under age 13)

Client Signature

Date

Parent/Guardian Name

Parent/Guardian Signature

Date

If signing on behalf of a minor child under 13 years of age, do you have legal authority to consent to services on behalf of your child? yes no

Alex Borton, LMHC

Date