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Informed Consent for Treatment & Disclosure Statement

Welcome to my therapy practice. Washington State law requires that I provide a written disclosure statement to each client prior to starting a program of treatment. This document provides important information about my professional services, business policies, education, and psychotherapy approach, as well as policies with regard to confidentiality, privacy, scheduling, fees, and cancellations. Please read it carefully and write down any questions you may have so we can discuss them at our next meeting. When you sign this document, it represents an agreement between us.

The goal of counseling is to encourage a deeper understanding of yourself for the purpose of relieving symptoms of distress, enhancing functioning and coping, and to live authentically with greater life satisfaction. You have the right to know my qualifications and how I do my work. I will indicate the modality and course of treatment, when known. You have the right and responsibility to choose a practitioner and treatment modality that best fits your needs. You also have the right to refuse any treatment you do not want. After you have read this document, please ask any questions, and keep it for future reference. You will be asked to indicate that you have read this material when you sign the statement of agreement form.

Professional Qualifications & Training

I received my Master of Social Work (MSW) with an emphasis in clinical therapy skills in 2016 from the Walla Walla University Wilma Hepker School of Social Work and Sociology, followed by thousands of supervised hours post-graduation.

I have 6 years of experience providing counseling, psychotherapy, psychoeducation and group therapy focused on depression, anxiety, stress management, life transitions, trauma therapy, grief and loss.

The credential I hold related to my work:

- Licensed Independent Clinical Social Worker (LICSW) – over 4,000 hours supervision

My Treatment Philosophy

I believe everyone has the right to mental health care, including the right to be in a safe place to process and review your feelings, life experiences and current challenges. It is important to be able to process your life story, your current experiences and your right for self-direction in the type of care you are seeking. I believe the primary healing aspect of mental health counseling is someone who can actively listen with empathy and unconditional regard for you and your experiences. This healing should occur in a safe space with a compassionate and caring professional who can empower healing and enlightenment.

My approach is interactive and conversational utilizing a client-centered approach using strength-based perspective interventions. I also use cognitive therapy style and mindfulness-

based therapies. All of my support styles are supported through motivational interviewing techniques, honoring the space of the client and their stage of readiness.

The Process of Therapy

Participating in mental health counseling can bring forth many positive changes including different perspectives about your own self-image and different views of your past. I find it important to have a treatment goal as a focus for treatment. While working towards a treatment goal of feeling better, or gaining more insight, there may be feelings the counseling process is taking more time than expected, and at times you may experience uncomfortable feelings of frustration and sadness. However, as your experience occurs in the counseling session, I always encourage being open to learning and practicing new skills in and out of the counseling sessions. I also always encourage you as the client to ask questions and to give your impressions about all aspects of the counseling session, including why I ask specific questions, or my reflections.

Appointments

I provide a free 20-minute introductory session (telephone or telehealth) for us to decide if my services match for what you are seeking. Regular sessions last 50 minutes. Whether or not you are present to begin your session on time, I will need to end at the scheduled time. If I am late beginning the session, I will make up the time for you. I will give you notice well in advance of my vacation time whenever possible, usually at least 2 weeks. We will agree on specific appointment times, reserved exclusively for our sessions together. Our mutual protection of this time is important in order to preserve the integrity of our ongoing work. I ask that you give me 48 hours' notice (by phone or email) if you need to cancel an appointment. This policy may be waived in cases of illness, contagiousness, or safety. You are responsible for the full cost of the session missed without 48 hours' notice. I will collect the full charge directly for missed sessions. If appointments are missed for any reason with such frequency that it interferes with the integrity of our work, I may need to terminate our clinical relationship.

Ending Treatment

You have a right to discontinue therapy at any time. Ending a therapeutic relationship is best done in person, rather than over the phone or email. I recommend at least one planned session to properly bring your therapy to a close. Although the client is generally the one who decides when to end therapy, I also may need to do so. For example, if a client acts in a threatening manner, I may need to terminate treatment immediately. I will provide clients with appropriate referral resources if I feel their needs are beyond the scope of my expertise, or if they request such referral information. If a client does not show for two consecutive appointments without explanation, I will consider our treatment ended and I will close the current episode of care. If you have an unpaid balance for over 60 days, unless other arrangements are made, I may need to terminate the current episode of care until the outstanding balance is paid. If you experience financial difficulties, please talk with me and I will help with an alternative plan if I am able, or provide you with low-cost or no-cost referrals.

Confidentiality

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

Record Keeping Policies

I will maintain documentation of our clinical relationship. I will keep client records for five years from the date of the last treatment session. Thereafter, I will destroy client records. When records are destroyed they will be done so in a manner that protects client privacy and confidentiality. If you want me to keep only minimal records kept, please inform me and I will discuss with you how to do this.

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

Insurance and financial arrangements

I am an out of network provider. I do not bill insurance companies directly. This can better preserve your privacy and the integrity of our work. Your insurance company may reimburse you for some of your session with me, usually at a lower out of network rate. If you would like to use your insurance, I can provide you with a monthly receipt you then submit to your insurance company for direct reimbursement. That receipt is required to contain a mental health diagnosis and the date and length of time of our session/s. You remain ultimately responsible for paying any claims that your insurance provider may reject.

Fees and Payment

My fee is \$150 per 50-minute session. Payment is due at the beginning of each session, by credit card. If at any point in the course of treatment you are unable to pay your fee, please discuss this with me. All outstanding balances remaining after our session will be charged directly to your credit card. If the credit card company does not authorize payment, you are subject to interest accrued at a rate equal to 10% per annum of such outstanding balance.

Court appearance or preparation of records for court

Generally, I do not voluntarily testify in court, nor give depositions, as there can be negative implications for my therapeutic relationship with you. If, however, I am required to appear in court or prepare documents for court, I charge \$200 per hour, including any preparation, travel, participation, and waiting time.

Telephone time and report or letter writing: After 5 minutes of telephone time, you will be charged \$150 per hour, prorated, and \$100 per hour to write reports or letters at your request or requested on your behalf.

Good Faith Estimate of costs

Per session rates:

Session Fee is \$150

NPI: 1124538103

EIN: 88-3943458

I am not able to propose an appropriate diagnosis or course of treatment for you until we have spent some time together. As soon as I am able to identify a diagnosis and an appropriate course of treatment, I will discuss it with you. Your diagnosis, if any, will have no impact on the amount you are billed.

Services are anticipated to be provided generally on a weekly basis until treatment is terminated. Additional services may be recommended. This estimate of your costs is only an estimate, and your actual charges may differ. You have the right to initiate the patient-provider dispute resolution process if the charges you are actually billed substantially exceed the expected charges in this estimate. You may contact me directly if the billed charges are higher than this Good Faith Estimate, or you can start a dispute resolution process with the U.S. Department of Health and Human Services (HHS) directly. If you choose to use the dispute resolution process, that will not adversely affect the quality of health care services I provide to you. This estimate of costs is not a contract and does not obligate you to obtain clinical services from me. This Good Faith Estimate of Costs is effective through the end of 2022.

Communications

The most confidential way to reach me is by telephone at (206) 945-5323 or email at seth@sonenthalcounseling.com. Please note, I am often not immediately available by telephone. If you leave a voice mail for me, I will generally return your call within 24 hours, with the exception of weekends and holidays, in which case I will generally call you the following business day. I typically return email correspondence by the next business day.

Crisis & Emergencies

If you are in crisis or need immediate help, please call the Seattle Crisis Line at (866) 427-4747 or (206) 461-3222 or the National Crisis line by dialing 988. If you are having a life-threatening emergency, such as suicidal thoughts or are in danger, please call 911, or go to the nearest hospital emergency department.

Use of cell phones

In the regular conduct of my practice, I may make use of a cellular phone or other portable communication device to communicate with clients. In such cases, I will limit the information I store in any portable communication device to the least necessary. Please be aware that such forms of communication do have inherent risks to client confidentiality. Note: my telephone does not transmit text messages; this preserves your privacy.

Email communication is for non-emergencies only. You may choose to use email for appointment changes, referrals, and non-clinical questions. As I cannot guarantee privacy with email this best protects your confidentiality, I typically will communicate with clients via email only for the purposes of scheduling or canceling appointments.

Social Media

Professional ethics standards do not permit me to communicate with clients via personal social media. For this reason, I cannot accept any client requests to connect on Facebook, or other similar social media platforms.

Social Situations and Boundaries

If I see you outside of sessions, I will not approach you beyond nodding acknowledgement. This is to preserve your privacy. It is best to limit therapeutic discussions to our scheduled times.

Notice to Clients

Clients of licensed social workers in the State of Washington may file a complaint any time they believe a social worker has demonstrated unprofessional conduct. Social workers practicing counseling or psychotherapy for a fee must be registered, certified, or licensed with the Washington State Department of Health for the protection of the public health and safety. If you have a concern or complaint about my services, please feel free to discuss it with me; there may be a misunderstanding or question I can help with. You may also direct questions or complaints to: Washington State Department of Health, Health Systems Quality Assurance, Town Center 2, 111 Israel Rd SE, Tumwater, WA, 98501, or phone (360) 236-4700. A copy of the acts of unprofessional conduct can be found in RCW 18.130.180.

Telehealth

- I currently utilize a Health Insurance Portability and Accountability Act (HIPAA) compliant based Telehealth video service for all therapy sessions. It is important that you understand the benefits and limitations of such services
- Telehealth services may improve your access to counseling, may reduce your costs associated with counseling, and may support more effective use of in-person counseling
- If you are located outside of the State of Washington, the clinical services I am allowed to provide to you may be limited or prohibited. Please let me know in advance if you will be outside of the State of Washington during a Telehealth session so that we can discuss what services I may be able to provide to you
- Telehealth services are not appropriate for all clients and all situations. If you or I determine that Telehealth services are not appropriate for you, I will assist you in obtaining appropriate alternative services
- Successful use of Telehealth services requires a reasonable level of access to computer hardware and software. If you do not have access to such resources, we can discuss available alternatives
- There are risks and benefits associated with Telehealth, including but not limited to, disruption of service due to technology failures and/or limited ability to respond to emergencies
- There will be no recording of any of the online sessions by either party. All information disclosed within sessions and written records pertaining to those sessions are confidential and may not be disclosed to anyone without written authorization, except where the disclosure is permitted and/or required by law
- Please understand that the privacy laws that protect the confidentiality of my protected health information (PHI) also apply to Telehealth unless an exception to confidentiality applies (i.e. mandatory reporting of child, elder, or vulnerable adult abuse; danger to self or others; I raise mental/emotional health as an issue in a legal proceeding)
- Please do not access Telehealth services in a location or manner that puts your safety at risk. This may include, but is not limited to, accessing Telehealth while operating a motor vehicle.

In such situations, I will ask you to disconnect from the session and rejoin as soon as you are able to do so safely

- At times it may become necessary for me to allow access to my computer hardware and software for purposes of system maintenance, repair, upgrades, or other similar purposes. In such cases, I will make reasonable efforts to protect your confidential information
- In some cases, Telehealth services are not reimbursed by insurance. In such cases, payment for Telehealth services remains your sole responsibility. Please check with your insurance carrier to determine eligibility for reimbursement before initiating services
- In case of hardware, software or other system failure, you may reach me by phone to coordinate our continued work together
- At the beginning of each session I will ask you to provide me with the following information if it has changed
- Your physical location and address:
 - A phone number I can use to contact you in case of technology failure or other loss of internet connection during our Telehealth session
 - An email address I can use to contact you as an alternative if we cannot connect via phone.
- At the initiation of our therapeutic relationship I will ask you to provide me to the following contact information if you and I are in different geographic locations:
 - Your local hospital emergency room phone number
 - Your local crisis line phone number

Audio-Only Telehealth Billing

Under Washington law, a healthcare provider may bill a client or the client's insurance for audio-only telehealth sessions only with the prior consent of the client. If you would like to have the option to engage in audio-only telehealth services, you may initial below:

_____ initial if you consent to billing for audio-only (telephone) telehealth services.

Electronic Communications

I understand that your privacy is important. It is important to understand that there are limitations to ensuring confidentiality should you choose to communicate with me via standard text messaging or other electronic means

Should you choose to communicate with me via standard text messaging or email, please note:

- These electronic communications can NOT be guaranteed as secure, creating a risk of improper disclosure to unauthorized persons, e.g. if an electronic device is hacked. Your consideration should be given to the amount and type of information you disclose via electronic communication.
- For your protection, please limit these electronic communications to brief messages and avoid providing detailed, sensitive information that may identify you. Do not use personal identifiers such as your last name, age, race, birth date, Social Security Number, etc.
- Do not use standard electronic messaging to communicate about an emergency situation. Instead, please follow the directions given to you by me for communicating about emergencies.
- In addition, please be aware that email communication is also insecure unless it is encrypted. I discourage email communication for this reason, and I will avoid using email to reply if you communicate by this means. Any of my email replies will be encrypted

Initial _____ to indicate you understand all above, that you are aware of the limitations and potential risks related to your use of electronic communication, including that your confidentiality cannot be guaranteed.

Please Select One:

Initial _____ to indicate you request communication by text messaging

Initial _____ to indicate you do NOT request communication by text messaging.

Credit card agreement

Clients are required to provide a credit card number for me to keep on file that I may use to collect for appointments, missed appointments, and outstanding balances. A Health Savings Card does not meet this criterion, as it may not be used to reimburse for missed appointments. I will ask you to pay for our sessions before or when the session starts via my approved payment systems to sonenthalcounseling.com. By keeping a credit card on file, you are authorizing me to charge your credit card for the amount of balance remaining at the end of each therapy session. and to charge for any late cancellation or no-show fees.

Acknowledgement of Office Policies and Consent for Treatment

I have received, read and fully understand the disclosures, terms, and conditions above, and agree to them. I have had the opportunity to ask questions and clarify any concerns. I understand my rights and responsibilities as a client, as well as my therapist's responsibilities to me. I have also received a copy of my Notice of Privacy Practices. By signing this document, I am consenting to participation in therapy services provided by Seth Sonenthal, LICSW

Client signature _____ **Date** _____

Print name _____

Client Date of Birth _____

Seth Sonenthal, LICSW Mental Health Counselor

(Informed Consent 2022.09.12)