

Disclosure Statement

JAMES FAUST & ASSOCIATES • PLLC COUNSELING • COACHING • TRAINING

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Washington State Licensed Mental Health Counselor
License Number LH00009712

DISCLOSURE OF INFORMATION, POLICIES, FEE AND OTHER AGREEMENTS

YOUR RIGHTS AS A CLIENT IN COUNSELING

As a client in counseling, you have certain rights and there are also certain limitations to these rights of which you should be aware. As a client of a counselor licensed by the State of Washington you have **privileged** communications under Washington State law. With the exceptions listed below, you have the right to have information you share with me held in strict confidence, including the fact that you are seeing me. This privilege is yours and cannot be waived without your consent. **I will always act to maximize your privacy even when you waive your right of confidentiality.**

The following situations are examples of exceptions to your right of confidentiality:

If I believe you are likely to do harm to yourself or to another person, I am required by law to take steps to protect you and/or the other person.

If I believe you may be physically or sexually abusing or neglecting a minor child or vulnerable adult, or if you report information to me about possible abuse or neglect of a child or vulnerable adult I am required by law to report this to Children's Protective Services (CPS) or Adult Protective Services, both agencies of the State of Washington.

If you are currently in litigation, or become involved in litigation during treatment or file a complaint against someone for malpractice, you may be asked to disclose information regarding your therapy as part of that process. Although I will request your consent to release information, I can be legally obligated by subpoena or court order to turn over my records and testify in court. Please inform me as soon as you know that you are likely to become involved in such a legal situation so that I can exercise due caution so as to protect your privacy.

If you have been referred to me by an Employee Assistance Program (EAP), an insurance company, or by the Department of Social and Health Services (DSHS) for evaluation and/or treatment I may be required to disclose information about the evaluation or treatment. I will share with you all the information I will be sending to the EAS, your insurance company, or DSHS at your request.

If you are seeing me in couples or family therapy, and you, your partner, or another family member should happen to see me in an individual session, information shared with me in that meeting may be shared by me in joint couple or family sessions if I believe it to be in the best interest of the work we are doing together. Also, if you are a group therapy member and you share with me information outside the group, it may be shared by me in subsequent group sessions if I believe it to be in the best interest of the work we are doing together in the group.

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GENERAL INFORMATION AND POLICIES

Sometimes it is useful for your therapy for me to discuss your situation with others such as your physician, your former therapist, your child's school counselor, etc. In such cases, I will obtain your **written** permission for this exchange of information.

I regularly consult with colleagues and/or receive supervision regarding my work with clients to gain feedback and suggestions about treatment. This is a normal and necessary part of any counseling practice. My work with you may be discussed in formal or informal sessions with my colleagues or staff here, or with other professionals I seek consultation or supervision with elsewhere. During these consultations, neither your last name nor other unique identifying information will be used. All discussions of this type with other professionals are subject to the same provisions of confidentiality discussed above.

If you have been referred to me by someone else, I may, as a good business practice, acknowledge to them that you have contacted me and thank them for the referral. I will not discuss your situation with them unless I have your written permission.

You always have the right to refuse treatment or request a change in treatment. It is important to me that what we do together meets your needs. If you believe you are not being helped, please tell me so that we can work the difficulty together. If we cannot do so, I will assist you in finding another counselor.

I am normally available by telephone, however, I may be with a client or otherwise be unable to answer the telephone. I have voice mail, check it regularly, and will return your call as soon as practical. There may be times, however, when I am unavailable. If such is the case I will refer you to a colleague. If you cannot reach me and are not responded to by one of my colleagues and are urgently in need of help, call the Olympia Crisis Clinic at 1-800-627-2211 or call 911 for immediate help.

You are free to terminate therapy at any time. It is my request, however that you discuss your decision with me, and reasons for termination at the beginning of a regularly scheduled session. I consider it of therapeutic value to you that the counseling relationship be closed in a straight-forward manner, ensuring that all counseling issues have been dealt with to the best of your and my ability. In any case, notice of termination will result in my scheduling other clients into your regularly scheduled time slot. If you cancel an appointment or miss an appointment without your leaving notice of rescheduling on my voice mail, notice of termination will be assumed and your time slot will be given to the next available client.

I maintain an e-mail account for my practice and check it daily. This e-mail account is not encrypted or otherwise protected and I cannot guarantee the privacy of any patient communication. If you wish to communicate with me via e-mail please restrict your messages to housekeeping matters such as appointment times, changes, etc.

CLIENT RECORDS

I am required by law to maintain certain records regarding your treatment. As a matter of course, I commonly keep records concerning treatment plans, session progress notes, diagnosis, various notes taken during session, audio and video tapes, and financial records. Copies of these records are available to you upon request, however, I do charge a fee commensurate with my costs in producing such copies, i.e., time, paper, copier uses, etc. These costs vary according to material to be copied and are set by state law.

APPOINTMENTS AND FEES

Appointments are usually scheduled once per week or once every other week. The session lasts for 50 minutes, unless we arrange in advance to meet for a longer time. Longer sessions will incur an extra charge based upon the time we take. The scheduled time for your session is set-aside for you. If you miss a session without canceling, or if you cancel without 24 hours notice, I will bill you in full for that time. If you are late for a session, you will be seen for the remainder of your scheduled time and charged for the full session.

The fee you will be charged will be discussed and set at our first session. It may be renegotiated later in treatment depending on changes in your financial status. Changes in fees will only be made after a discussion with you has taken place at least one session before the change will take place. **Payment must be made at the conclusion of each session. You may want to write out your check before entering the session to save on your time in session.** I accept cash, checks, VISA, and MasterCard. If you pay by cash please have exact change. I cannot take medical coupons or barter.

All bills are due upon receipt. I charge a \$5.00 re-billing fee for all bills not paid with 30 days. All bills 60 or more days delinquent are turned over to a collection agency for collection. I have a HIPAA Privacy Act business associate agreement with the collection agency to safeguard the privacy of your medical information.

A word about insurance. If you choose to use your insurance to pay for your counseling you must understand that you are ultimately responsible to pay your bill for services. Your insurance is a contract between you and them. I do bill directly a number of insurance companies, however, any denied claims, co-pays, deductibles, or other non-covered charges are your responsibility to pay. Your insurance coverage is your responsibility. You should also be aware that your insurance company may request from me copies of your treatment records in order to justify the medical necessity of your treatment. Failure to release these records may result in denial of coverage for your counseling.

If I am doing work related to your treatment outside the bounds of your scheduled counseling (meeting with other professionals regarding your case, writing reports, preparation time, etc.) I will bill you on an hourly basis for all time spent, including travel time to another location (the hospital, attorney's office, your home, etc.). My fee for this type of work is \$120.00 per hour.

MY APPROACHES TO THERAPY

Methodologies

I am trained in and use several therapeutic methodologies in my practice. As mine is an integrative, client-centered practice I may use one or all the methodologies as best benefits the client. All of them rely on the motivation of the client to become an active partner in the therapeutic relationship. All the methodologies embody the utmost non-judgmental, respect for the individual and present that the factors that are needed for change already lie within the individual.

I also believe in coordinated treatment. I seek to work with other practitioners involved with the client, such as personal care physicians, in coordinating treatment for the greatest benefit of the client. I have access and do refer clients to other professional practitioners such as massage therapists, and other specialists when doing so advances the treatment of the client.

Education / Experience

I hold an accredited Master of Arts Degree in Applied Behavioral Science with an emphasis on Systems Counseling from Bastyr University's School of Applied Behavioral Science. I have received demanding, in-depth, experiential and academic training in counseling at Bastyr University. I also hold a Bachelor of Arts Degree from The Evergreen State College.

Additionally, I have completed a mental health therapy internship with a community mental health agency where I have received hands-on, supervised experience in providing individual, couples, group, and family mental health therapy for a wide range of mental health problems. I have completed the rigorous experience, training, and supervision requirements for licensure as a Mental Health Counselor in the state of Washington and have been board certified as a National Certified Counselor by the National Board for Certified Counselors.

I have also received significant postgraduate training in a variety of mental health, and counseling related areas including autism spectrum disorders, couples counseling, sexual abuse, trauma, and domestic violence.

I have completed a successful twenty-five-year career with the state of Washington in specialized law enforcement that involved analysis, assessment, and intervention of targeted violence toward individuals and groups.

QUALITY OF SERVICE

I ascribe and adhere to the Code of Ethics of the American Counselors Association. I must also answer to the ethical and professional standards of the Washington State Omnibus Credentialing Act for Counselors and the Uniform Disciplinary Act for the Regulation of Health Professionals.

If you feel that I have behaved in an unprofessional manner, please advise me so that the problem can be clarified and resolved. If you feel this does not resolve the issue, you may contact one or both of the following:

**American Counseling
Association**
5999 Stevenson Avenue
Alexandria, VA 22304
800-347-6647

**State of Washington
Department of Health**
Attn: Counseling Division
P. O Box 47869
Olympia, WA 98504-7869
(360) 236-4918