

**Professional Disclosure Statement**  
**Pertaining to the Counseling and Psychotherapy Practice of**  
**Brian DesRoches, MHA, MBA, MSC, Ph.D., LMFT**  
**WA State License # 1459**

**2910 E. Madison Street, Suite 201 Seattle, WA 98112**  
**Office (206) 323-6114 Fax 206-721-5116**

**Dear New Client,**

Thank you for choosing me to provide Counseling and Psychotherapy Services. This packet contains the **Professional Disclosure Statement** (pages 1 - 7), **Washington State Client and Counselor Responsibilities and Rights Statement** (page 8 - 10) and **Disclosure Acknowledgement and Signature Page** (page 11). You need to review this information and give your informed consent as indicated on page 11 page prior to the beginning of our first counseling session.

A separate **Notice of Privacy Practices** is provided as a separate document for your review. I ask you to acknowledge receipt of this document prior to beginning of our first counseling session.

A Notice of **Email and Social Media Policy** is also attached for your review and signature.

The **Professional Disclosure Statement** provides the following information:

1. my philosophy and approach to the therapy process;
2. my education, training and experience;
3. Notice of Privacy Practices (brief);
4. appointment scheduling and times of availability;
5. insurance billing policies, financial arrangements, credit card payment arrangements and use of collection agency services for lack of payment;
6. professional boundaries;
7. phone contact between appointments and emergencies;
8. records of sessions;
9. notice of my unavailability;
10. termination of treatment;
11. treatment consultation and referral for medication assessment;
12. coordination of treatment with other providers;
13. maintenance and disposal of records;
14. counseling treatment/outcome planning and consent.

**IF YOU ARE SEEING ME AS A COUPLE FOR COUPLES COUNSELING, I ASK THAT BOTH PARTNERS INDIVIDUALLY SIGN PAGE 11 WHERE INDICATED.**

## Informed Consent

Choosing a counselor is an important choice among the many you have to support yourself: self-help groups; other counselors; self-help books; and other forms of therapy. Counseling is not easy and has both benefits and risks. The benefits may include an increased capacity to manage your emotions, greater self-awareness, improved communication with significant others, reduced interpersonal stress, a higher level of self-esteem and confidence, greater ability to manage work-related stress, higher levels of self-direction and focus, and positive experiences of satisfaction and fulfillment. The risks may include experiencing the discomfort of self-disclosure, shifts in significant relationships, and feelings of depression, grief, anger, disappointment, remorse, and regret. You may also experience anxiety from making changes in your life as you develop and act on new patterns of thinking-feeling-behavior.

Some clients require only a few sessions to achieve their goals, while others benefit from long-term counseling. You have the right to terminate counseling at any time; however, it is understood that premature termination may result in the return or worsening of the initial problems and symptoms.

*Please be informed that I cannot offer you a promise about the results of your therapy.* I encourage you to talk with me directly if you are dissatisfied with my services, want a second opinion or referral, or if you are intending to discontinue appointments. If I am not able to resolve your concerns, you have the right to file a complaint with the Department of Health regarding any unprofessional conduct on my part (see page 8).

## Client Intake Forms

The Client Intake Forms provide essential background information to help me assist and support you in achieving your therapy goals. **Please complete the Client Intake Form prior to the first session and bring it with you.**

IF YOU ARE SEEING ME AS A COUPLE FOR COUPLES COUNSELING, I ASK THAT BOTH INDIVIDUALS COMPLETE A CLIENT INTAKE FORM.

If you have questions about any aspect of these forms and informed consent, please contact me for clarification.

## **Professional Disclosure Statement**

### **1. My philosophy about and approach to the therapy process**

As a psychotherapist with a human systems orientation, I believe human behavior and internal experience are influenced by the context of people's lives and relationships. I also view the challenges and problems people face in their lives as the outcome of patterns of thinking-feeling-behavior that have developed over time.

I also believe that individuals and couples seek counseling and therapy for one primary reason: a desire for something to be different in their lives. Thus, I focus on helping people (1) identify the differences they are seeking in their lives and relationships and then (2) developing the skills and internal capacities to make these differences a reality. For some, this involves changing ineffective behavior patterns; for others, it means treatment for depression, anxiety or other emotional/psychological blocks that hamper living a full and engaged life.

My approach to therapy is to help you develop and strengthen patterns of thinking-feeling-behavior that support you in your life, career and relationships. This approach is best described as ***relationally based, outcome focused and relatively short-term.***

The services I provide may include variations on different therapeutic approaches including cognitive-behavioral therapy, mindfulness, emotional awareness and management training, communication skills development, eye movement desensitization and reprocessing (EMDR), Coherence Therapy, somatic awareness and positive self-care techniques. I also use "homework", and bibliotherapy when applicable. You can ask me any questions about my thinking regarding any interventions or approaches I suggest.

The length of therapy varies depending on your goals and other factors. It can be anticipated that therapy can range from 4 to 40 sessions.

## **2. My education, training and experience**

My education includes the following:

- |   |   |      |
|---|---|------|
| • Doctorate in Pastoral Counseling and Psychology                     | Northwest Theological Union<br>Seattle, Washington    | 1993 |
| • Two year Post-graduate Marriage and Family Therapy Training Program | Montlake Institute<br>Seattle, Washington             | 1989 |
| • Master of Business Administration                                   | University of Puget Sound<br>Seattle, Washington      | 1981 |
| • Master of Science in Counseling                                     | University of Montana - Billings<br>Billings, Montana | 1977 |
| • Master of Health Care Administration                                | University of Ottawa<br>Ottawa, Ontario, Canada       | 1973 |

In addition to my formal education, I maintain my skills and knowledge through continuing education courses. I have also completed Levels 1 and 2 of Eye Movement Desensitization and Reprocessing (EMDR) training, 3 courses in Brainspotting and the Feeling-State Addiction and Compulsive Behavior Protocol.

I provided counseling and psychotherapy services to individuals from 1986 to 1993 as a Registered Counselor. In June, 1993 I was certified as a Marriage and Family Therapist by the State of Washington and that designation was changed from Certification to Licensure in 2001. I have been licensed by the State of Washington as a Licensed Marriage and Family Therapist since July, 2001. For clarification purposes I am not licensed nor do I practice as a licensed psychologist. In addition to my private counseling practice, I also provide coaching and consulting to the dental profession and small family businesses.

I am the author of 2 books (*Reclaiming Your Self* and *Your Boss Is Not Your Mother*) and have contributed to several recovery-oriented publications.

## **3. Notice of Privacy Practices**

A separate document entitled Notice of Privacy Practices describes how and under what circumstances your protected health information may be used and disclosed. In addition, I want to highlight some of the following disclosures: (1) to report suspected abuse of a child, of developmentally disabled person, or to a dependent

adult; (2) to interrupt potential suicidal behavior; (3) to intervene against harm to another person (that may include knowledge that a client is HIV positive and is unwilling to inform others with whom he/she is sexually involved); and (4) when required by a court order or other compulsory process.

Confidentiality extends to all members involved in therapy. This means, I will not release to any third party any information prior to obtaining a signed ***Authorization for Use and Disclosure of Protected Health Information*** from you. However, it is important to acknowledge that I am not bound by confidentiality in joint or couples' sessions with information I have obtained in individual sessions from associated members of the joint group or couple. Thus, I reserve the right to discuss in joint sessions the information you share with me in the individual sessions, if I believe doing so will facilitate the identified outcomes and goals of therapy.

Disclosures may also be made if you sign a written authorization permitting disclosure, or in the event that you file a complaint against me. Be aware that payment by checks made out to Brian DesRoches and Brian DesRoches, Inc. allow bank employees to see the names of individuals writing the checks or if you have caller identification on your phone, my name or number may appear on the phone or monitor.

#### Office Space and Shared Waiting Room

I conduct my counseling practice as an independent practitioner using office suite #201 located at 2910 E. Madison Street. I share a common waiting room with other practitioners in the same location. Other than renting the office space, I am not affiliated with any of the other practitioners renting offices in the Arboretum Professional Building or any of the employees of the Arboretum Professional Building.

#### Specific Client Rights

As a client in therapy, you have specific rights in addition to the right of confidentiality. These rights include:

- The right to ask me questions about my qualifications and experience;
- The right to ask questions about any procedures I use in therapy with you;
- The right to refuse a particular treatment method or testing;
- The right to discuss your therapeutic progress and treatment goals;
- The right to refuse any psychological testing I recommend;
- The right to request referral to another therapist;
- The right to terminate or suspend therapy at any time without my permission or agreement;
- The right to file a complaint with the Washington State Department of Health if you believe I have behaved in an unprofessional or unethical manner and decide that a resolution to the problem cannot be reached. (Please see page 8)).

You also have specific rights pertaining to how I maintain personal information about you and your health (please review the separate packet entitled *Notice of Privacy Practices*).

#### **4. Appointment scheduling, times of availability and Fees for Therapy Services**

Appointments range from 50-55 minutes in length and are typically scheduled on a weekly basis depending on the treatment plan. I schedule appointments between 11 AM and 7 PM Monday through Thursday. The fee for a counseling session varies. The initial intake interview is \$160.00. Subsequent session fees range from \$125 to \$140 depending on the amount of session time provided. Couples' sessions are billed at the rate of \$140.00 per session as are sessions from 50 to 55 minutes. Payment for services is payable at the time of service unless

insurance eligibility is determined (see insurance billing policies). Missed appointments and appointment cancellations without 24 hours' notice are charged at the rate of \$75.00 and are not billable to insurance.

## **5. Insurance billing policies, financial arrangements, credit card payment arrangements and use of collection agency services**

I will bill your insurance company using either an (1) online scheduling and billing system called MyClientsPlus or (2) using the postal service. However, it is your responsibility to verify your insurance eligibility with your insurance carrier prior to your first visit. If prior to your first appointment you have not verified your insurance eligibility, payment in full is required or I ask that you provide me with a credit card to process payment in the event your insurance does not cover your session or only makes partial payment.

I am a Preferred Provider with Premera, Lifewise, Regence BC/BS, Kaiser Permanente Options, United Health Care and through First Choice Network with other insurance companies. You are responsible for all co-pays and any payments prior to meeting your insurance deductible.

**Please discuss any unique financial challenges you might be having to determine if you might need to make financial arrangements for payment of services.**

### Use of Collection Agency Services

In the unlikely event you choose not to pay your outstanding balance in timely manner, I have the option to refer your account balance to a collection agency for collection of the debt owed. Accounts can be referred after 45 days from the request for payment.

### Use of Credit Card

You can pay for services using a credit card. Credit cards are processed through the scheduling and billing portal MyClientsPlus. Credit card payments will appear on your statement as **Medical Services, Orem, UT**. Your credit card information is kept in a secure encrypted file and inaccessible except for payment processing.

## **6. Professional boundaries**

The therapeutic relationship you have with me is a professional one that does not involve any social or business contact, communication or relationship. Thus, I do not and will not acknowledge the existence of any relationship with clients outside the therapy session in any setting in which you and I may encounter each other.

## **7. Phone contact between appointments and emergencies**

You can contact my office between appointments at 206-323-6114 and I will make every attempt to contact you as soon as possible. I do not provide counseling or therapy via the phone. I can assist you with any immediate concerns related to the issues in the treatment plan that has been developed. If you are experiencing something that needs immediate attention or in case of an emergency, please the Crisis Clinic at 206-461-3222 or call 911.

## **8. Records of sessions**

I maintain notes and records of our sessions to facilitate continuity of care and to assess progress on your goals for therapy. The records and notes may include issues discussed in the session, and notes about progress and the focus of the session. If a session involves brain-based modalities such as EMDR or BSP, notes of the process will be kept.

You have the right to ask me not to keep any records and can do this by submitting a written request to me specifying your preference for me not to keep records or notes of your sessions with me (see ***Notice of Privacy Practices***). When that is received, I will keep your request in your file and only maintain the following information: Your name, this signed disclosure and informed consent document (page 11), the date(s) of session(s) and the fee and billing information.

## **9. Notice of my unavailability**

There are times when I will not be available for sessions and/or will not be able to answer phone calls in a timely manner. I will inform you of these times in advance. These times may include attending continuing education courses, doing workshops in other states, and vacations.

## **10. Termination of treatment**

My intent is to support and assist you in achieving the goals identified in your treatment/outcome plan. You are welcome to ask me any questions about any aspect of the therapy process at any time. If you choose to suspend or terminate treatment, I ask that you discuss your decision with me so we can bring sufficient closure to the therapy process. In the final session it is beneficial to discuss progress towards your goals and further steps you plan to take on the work you have done. In addition, I can assist with a referral that you may want at that time.

If I think at any time that you would benefit from a different approach to the therapy process and/or that my training and experience is not suited to the issues/problems you are presenting I will discuss this with you and insure that you have appropriate resources and referrals prior to terminating your therapy process and relationship with me.

## **11. Treatment consultation and referral for medication assessment**

At times I seek consultation for my work with clients. When I do so I do not reveal the names or any other facts that identify the client. If I assess that you would benefit from medications I will discuss my observations and thinking with you and suggest the names of psychiatrists that you can contact for a further assessment. You can also choose to see a physician or psychiatrist of your choice and I will coordinate communication with that doctor as needed.

## **12. Coordination of treatment with other providers**

It is often beneficial to coordinate treatment with other providers (medical care providers such as physicians, acupuncturists, massage therapists, occupational and physical therapists, other counselors, and career coaches). Prior to contacting the other provider, I will request that you sign an *Authorization for Use and Disclosure of*

Protected Health Care Information. In addition, I will not release any information to any other provider without receiving a similar signed authorization document.

### **13. Maintenance and Disposal of Your Records**

**Maintenance of Records** – During the course of therapy I maintain your records for easy access during our sessions. Written notes and the initial intake forms are maintained in your client folder in a secure file cabinet in my office. A copy of your initial signature forms is stored in PDF format in your client folder on a double security server that I can easily access.

6 months after your last appointment your file is converted to PDF format and is stored on a secure server with double security measures for the required 5-year period.

**Record Disposal** - I am required to maintain your case records for a period of 5 years after your last appointment. I do so by converting files into PDF format (including process notes) in encrypted format on a double security server. After 5 years these files are destroyed.

In the event of my death or a disability that prohibits me from maintaining a counseling practice, your records will be allocated to another counselor I have designated.

### **14. Counseling treatment/outcome planning and consent**

Within the first two counseling sessions, I will prepare and propose a treatment plan for your review and consideration. This will entail a description of:

- (1) the problems/issues/symptoms you have described as I understand them;
- (2) your goals for therapy as I understand them; and
- (3) treatment methods I propose for your consideration.

When you and I have finalized the treatment planning, we will both sign it as an indication of our mutual understanding of the goals and process of therapy.

**Washington State Client and Counselor Responsibilities and Rights Statement**  
**COUNSELING OR HYPNOTHERAPY CLIENTS**  
**Washington State Department Brochure**

**Client and Counselor Responsibilities and Rights**

Counselors must provide disclosure information to each client in accordance with chapter 18.19 RCW prior to implementation of a treatment plan. The disclosure information must be specific to the type of counseling service offered; in language that can be easily understood by the client; and contain sufficient detail to enable the client to make an informed decision whether or not to accept treatment from the disclosing counselor.

If you have concerns about being dependent upon your counselor or hypnotherapist, talk to him or her about it. Remember, you are going to that person to seek assistance that helps you learn how to control your own life. You can and should ask questions if you don't fully understand what your counselor or hypnotherapist is doing or plans to do.

**Requirement for Registration or Licensure**

Your counselor or hypnotherapist must be either registered under chapter 18.19 RCW or certified under chapter 18.25 through the Washington State Department of Health unless otherwise exempt. To be registered, a person fills out an application and pays a fee. To become licensed, a person fills out an application form and pays a fee, but he or she must also show proof of appropriate education and training. There are some people who do not need to be either registered or certified because they are exempt from the law. You should ask your counselor or hypnotherapist if he or she is registered or licensed and discuss his or her qualifications to be your counselor or hypnotherapist.

**Definitions**

Counseling means using therapeutic techniques to help another person deal with mental, emotional and behavioral problems or to develop human awareness and potential. A registered or certified counselor is a person who gets paid for providing counseling services.

**Confidentiality**

Your counselor or hypnotherapist cannot disclose any information you've told them during a counseling session except as authorized by RCW 18.19.180:

1. With the written consent of that person or, in the case of death or disability, the person's personal representative, other person authorized to sue, or the beneficiary or an insurance policy on the person's life, health, or physical condition;
2. That a person registered or certified under this chapter is not required to treat as confidential a communication that reveals the contemplation or commission of a crime or harmful act;
3. If the person is a minor, and the information acquired by the person registered or certified under this chapter indicates that the minor was the victim or subject of a crime, the person registered or certified may testify fully upon any examination, trial, or other proceeding in which the commission of the crime is the subject of the inquiry;
4. If the person waives the privilege by bringing charges against the person registered or certified under this chapter;
5. In response to a subpoena from a court of law or the secretary. The secretary may subpoena only records related to a complaint or report under chapter 18.130 RCW; or
6. As required under chapter 26.44 RCW.

### **Assurance of Professional Conduct**

Thousands of people in the counseling or hypnotherapy professions practice their skills with competence and treat their clients in a professional manner. If you and the counselor agree to the course of treatment and the counselor deviates from the agreed treatment, you have the right to question the change and to end the counseling if that seems appropriate to you.

We want you to know that there are acts that would be considered unprofessional conduct. If any of the following situations occur during your course of treatment, you are encouraged to contact the Department of Health at the address or phone number in this publication to find out how to file a complaint against the offending counselor or hypnotherapist. The following situations are not identified to alarm you, but are identified so you can be an informed consumer of counseling or hypnotherapy services. The conduct, acts or conditions listed below give you a general idea of the kinds of behavior that could be considered a violation of law as defined in RCW 18. t130.180.

1. The commission of any act involving moral turpitude, dishonesty, or corruption relating to the practice of the person's profession, whether the act constitutes a crime or not. If the act constitutes a crime, conviction in criminal proceeding is not a condition precedent to disciplinary action. Upon such a conviction, however, the judgment and sentence is conclusive evidence at the ensuing disciplinary hearing of the guilty of the license holder or applicant of the crime described in the indictment or information, and of the person's violation of the statute on which it is based. For the purpose of this section, conviction includes all instances in which a plea of guilty or nolo contendere is the basis for the 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;
2. Misrepresentation or concealment of a material fact in obtaining a license or in reinstatement thereof;
3. All advertising which is false, fraudulent or misleading;
4. Incompetence, negligence, or malpractice which results in injury to a patient, or which creates an unreasonable risk that a patient may be harmed. The use of a nontraditional treatment by itself shall not constitute unprofessional conduct, provided that it does not result in injury to a patient or create an unreasonable risk that a patient may be harmed;
5. Suspension, revocation, or restriction of the individual's 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 for 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 the profession in question, including any statute or rule defining or establishing standards of patient 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 complaint 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;
  - (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 the consumer's 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 the person's 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;
19. The offering, undertaking, or agreeing to cure or treat disease by a secret method, procedure, treatment, or medicine, or the treating, operating, or prescribing for any health condition by a method, means or procedure which the licensee refuses to divulge upon demand of the disciplining authority;
20. The willful betrayal of a practitioner-patient privilege as recognized by law;
21. Violation of chapter 19.68 RCW;
22. Interference with an investigation or disciplinary proceeding by willful misrepresentation of facts before the disciplining authority or its authorized representative, or by the use of threats or harassment against any patient or witness to prevent them from providing evidence in a disciplinary proceeding or any other legal action, or by the use of financial inducements to any patient or witness to prevent or attempt to prevent him or her from providing evidence in a disciplinary proceeding;
23. Current misuse of:
  - (a) Alcohol;
  - (b) Controlled substances; or
  - (c) Legend drugs
24. Abuse of a client or patient or sexual contact with a client or patient;
25. Acceptance of more than a nominal gratuity, hospitality, or subsidy offered by a representative or vendor of medical or health-related products or services intended for patients, in contemplation of a sale or for use in research publishable in professional journals, where a conflict of interest is presented, as defined by rules of the disciplining authority, in consultation with the department, based on recognized professional ethical standards.

*If you want more information about the law regulating counselors and hypnotherapists or want to file a complaint, please write to: Department of Health, Health Professions Quality Assurance, PO Box 47869, Olympia, Washington 98405-7869.*

**Informed Consent**

***Please initial each section below indicating you have read and understand the contents of the Professional Disclosure Statement. This signed informed consent form will become part of your client record.***

- |   |              |              |
|---|--------------|--------------|
| 1. my philosophy and approach to the therapy process;   | Initial ____ | Initial ____ |
| 2. my education, training and experience;   | Initial ____ | Initial ____ |
| 3. notice of privacy practices;   | Initial ____ | Initial ____ |
| 4. appointment scheduling and times of availability;  | Initial ____ | Initial ____ |
| 5. insurance billing policies, financial arrangements<br>credit card payment arrangements and use of collection<br>agency for non-payment of balance due; | Initial ____ | Initial ____ |
| 6. professional boundaries;   | Initial ____ | Initial ____ |
| 7. phone contact between appointments and emergencies;  | Initial ____ | Initial ____ |
| 8. records of sessions;   | Initial ____ | Initial ____ |
| 9. notice of my unavailability;   | Initial ____ | Initial ____ |
| 10. termination of treatment;   | Initial ____ | Initial ____ |
| 11. treatment consultation and referral for<br>medication assessment;   | Initial ____ | Initial ____ |
| 12. coordination of treatment with other providers;   | Initial ____ | Initial ____ |
| 13. maintenance and disposal of records;  | Initial ____ | Initial ____ |
| 14. counseling treatment/outcome planning and consent.  | Initial ____ | Initial ____ |

Please initial here \_\_\_\_\_ indicating that you read and understand the **Washington State Client and Counselor Responsibilities and Rights Statement - COUNSELING OR HYPNOTHERAPY CLIENTS (pages 8-10)**

*Then please sign below where indicated to acknowledge this agreement.*

*By signing below, each of us confirms this document to represent the agreement between us, and that you have read, understood and received copies of this disclosure and the Department of Health Brochure - Counseling or Hypnotherapy Clients.*

Client \_\_\_\_\_ Date \_\_\_\_\_

Client \_\_\_\_\_ Date \_\_\_\_\_

Therapist \_\_\_\_\_ Date \_\_\_\_\_