

## **Lynn C. Smythe, M.S, LMFT**

NPI #1053421495 Tax ID #27-2097307

*Independent Licensed Marriage & Family Therapist Serving Snohomish and King Counties*  
15315 1<sup>st</sup> Ave. NE, #206, PO BOX 1021, Duvall WA. 98019 (425)736-8862

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### **Counseling Practices and Disclosure Statement**

Education and Training: I am a licensed Individual, Marriage and Family therapist with the State of Washington and am in compliance with the National Register Identification system. I hold a Masters Degree in Marriage and Family Therapy from Seattle Pacific University, WA. and have a Bachelor of Arts Degree in Youth and Family Ministries, with an emphasis in Counseling and a minor in Biblical Studies from Trinity Lutheran College, WA.. I am a clinical fellow of the Association of Marriage and Family Therapy and a trained member of the Prepare and Enrich relationship program.

Methods or Techniques and Type of Counseling Used: I primarily conduct therapy from a Biopsychosocial Family Systems approach that focuses on the individual within the context of their biological disposition, interpersonal neurobiology, family dynamics, emotional processes, thought patterns, and social influences. Therapeutic interventions are developed using my graduate and post graduate studies in: Internal Family Systems, Cognitive Behavioral, Solution Focused, Bowen, Experiential, Lifespan Integration, Complex Integration of Multiple Brain Systems and Play therapies. Treatment goals are formulated collaboratively according to the clients' needs, motivation, and expectations. I often assign practical and/or creative homework assignments to be completed between sessions to reinforce the therapeutic process. The length of treatment varies depending on the presenting problems and life circumstances of each client.

Fees for Service: Payment will be received at each regularly scheduled appointment. Intake appointments are \$170.00, ongoing 50-60 minute counseling sessions are \$160.00 and 45 minute sessions are \$130.00. Phone consults will be billed using 15 minute increments at \$40.00. There will be no charge for phone conversations 10 minutes or less. Out of state counseling services are not covered by insurance companies and are limited by state and federal regulations. Missed appointments without a 24 hour cancellation notice will be billed as a regular counseling session. I offer a limited number of sliding scale appointments making adjustments to my fees using a sliding scale that is based on the clients' family gross monthly income & household number. I am an in network provider with a variety of insurance companies and am able to provide services for most out of network options. I can provide billing services. Reimbursements vary depending on the individual or family plan. It is the client's responsibility to obtain an authorization code if required by their insurance company. A Good Faith Estimate will be provided for uninsured or self pay clients. Client may initiate a dispute resolution process if actual billed charges exceed estimate by \$400.00 or more. Legal Proceedings: If you become involved in legal proceedings that requires my participation, even if I am called to testify by another party, you will be expected to pay for all of my related time, including preparation, consultations, transportation, and time in court (both waiting and testifying). Because of the difficulty of legal involvement, and my need to obtain my own legal counsel when involved, I charge \$250 per hour for preparation, travel and attendance at any legal proceedings, even if dates of appointments are delayed or changed at the last moment. Some of these fees for required services maybe billed up front.

Scheduled appointments: Beginning with weekly - twice a month basis, decreasing to monthly and quarterly sessions as symptoms are reduced and clients are maintaining therapeutic gains. Each session lasts 50-60 minutes, unless arrangements are made in advance to adjust the session time. 24 hour notice of cancellation is expected. Less than 24 hr. notice and "no show" appointments are charged normal session fees. If you are in a crisis, you may leave a message on my voicemail, but please know that I may not check my messages every day. I do not communicate professionally using social media sites with clients. Limited email communications are only used after receiving a signed release of information form from client. Text messaging is limited to current client appointment scheduling as needed. If your mental health crisis is urgent, please call the *Volunteers of America Care Crisis Line at 1-800-584-3578*. If you are in a life threatening emergency call *911*.

## **Consumer Rights & Responsibilities**

*"Counselors practicing counseling for a fee must be licensed 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 purpose of the law regulating counselors is: 1) to provide protection for public health and safety; 2) to empower the citizens of the state of Washington by providing a complaint process against those counselors who would commit acts of unprofessional conduct.

As a mental health consumer you have the right to choose counselors who best suit your needs and purposes. You may discontinue treatment at any time.

As a voluntary consumer you have the right to:

File a complaint with the Department of Health, Health Professions Quality Assurance, at: PO Box 47869, Olympia, Washington 98504-7869, if you believe your rights have been violated. If you lodge a complaint or grievance, you must be free of any act of retaliation. For further assistance the state contact phone number is 360-236-4700. Be provided with a list of the acts of unprofessional conduct in RCW 18.130.180 with name, address, and contact telephone within the department of health.

### **Rights under the Health Insurance Portability and Accountability Act of 1996:**

1. The right to request access to your protected health information PHI.
2. The right to request amendment of you PHI.
3. The right to an accounting of PHI (a list of who has access to your information).
4. The right to request restrictions on the uses and disclosures of PHI.
5. The right to confidential communications.
6. The right to ask for a copy of my privacy notice.
7. The right to ask for someone to act on your behalf.
8. The right to know promptly if your privacy has been compromised.

**As a voluntary consumer you have the responsibility to:**

1. Provide, to the extent possible, information that clinicians and providers need in order to provide services.
2. Participate, to the degree possible, in understanding your mental health problems and participating in developing mutually agreed upon treatment goals with your clinician.
3. Follow the plans and instructions for care that you and your clinician have agreed upon

**CONFIDENTIALITY**

According to Washington State Law, I am not allowed to give out information to anyone about your treatment or attendance in counseling without your informed, written consent. I strive to maintain the strictest ethical standards of confidentiality. Confidentiality statutes, however, do not hold in the following situations:

- The Uniform Health Care Information Act may provide for disclosure of information to another health care provider who is serving you.
- If you request disclosure to a third party and have signed a *Release of Information* form.
- When there is reason to suspect the occurrence of abuse or neglect, abandonment or financial exploitation of an elderly or disabled person, or a minor, I am a mandated reporter, as are all helping professionals (Per RCW 20.44.030 and chapter 74.34 RCW). The law requires that I file a report with the appropriate government agency, usually the Department of Social and Health Services. Once such a report is filed, I may be required to provide additional information.
- If you are a victim of a crime, I may be required to testify at an inquiry concerning the crime.
- If you are a minor under the age of 13, I may discuss with your parents or guardians some of the information from counseling. Whenever possible, I will obtain your permission prior to doing so.
- When you present a clear threat to do serious bodily harm to yourself or to others, I have a legal *Duty to Warn*. These actions may include notifying the potential victim, contacting the police, seeking hospitalization for the client, or contacting family members or others who can help provide protection.
- If you and your partner are both seeing me for couples counseling, at my discretion, I may discuss information with your partner that you have revealed to me. *If you are in couples counseling with me, do not tell me anything you wish kept secret from your partner.*
- If the information you have revealed to me is subpoenaed, disclosure may be required by court order. I would only release information in this situation on advice of my own legal counsel, and after informing you and your legal counsel of the pending disclosure.
- If you reveal you are planning to commit a crime, I must report this

- Should there be a need to turn an outstanding account over to third party collection, disclosure shall be strictly limited to information pertinent to said collection efforts (i.e.. name, address, balance owing).
- I may occasionally find it is helpful to consult other health and mental health professionals about a case. If I consult with a professional who is not involved in your treatment, I make every effort to avoid revealing your identity. These professionals are also legally bound to keep the information confidential. Unless you object, I will not tell you about these consultations unless I feel it is important to our work together.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to defend myself.
- If a client files a worker's compensation claim, and the services I am providing are relevant to the injury for which the claim was made, I must, upon appropriate request, provide a copy of a client's record to the client's employer and the Department of Labor and Industries.
- Personal Injury Insurance (PIP) claims (auto accidents) often require that clinical records accompany any services they reimburse me for.

If any of the above situations arise, I will make every effort to fully discuss my intended actions with you before taking them. I will limit my disclosure to what is necessary and required.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns you may have now, or that may arise in the future. The laws governing confidentiality can be complex, and I am not an attorney. In situations where specific advice is required, I may seek formal legal advice.

## **CONFIDENTIALITY WITH MINORS AND PARENTS**

Clients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child or adolescent's treatment records. Since privacy in therapy is often crucial to successful progress, particularly with teenagers, it is my policy to request an agreement from the parents that they consent to giving up access to their adolescent's records, if the adolescent is between 13 and 17. During treatment I provide parents only with general information about the progress of treatment, and their adolescent's attendance at scheduled sessions. Any other communication will require the adolescent's authorization, unless conditions of mandated reporting are in effect, in which case I will notify the parents of my pending required action. Before giving parents any information, I will make every effort to discuss the matter with the adolescent client, and do my best to respond to and address any concerns or objections he/she may have.

## **CONFIDENTIALITY AND INSURANCE**

I do not maintain an office staff, other than the billing services of Mc Quire and Associates, that allows me to keep track of all the different policies and coverage. Keep in mind that in order to use medical insurance to pay for counseling, you must be given a medical diagnosis. In the field of mental health counseling, this means you must be diagnosed with a recognized “mental illness” or “mental disorder.” This diagnosis becomes part of your *permanent medical records*. Please give careful consideration to whether you want to use your medical insurance for counseling services. *“Should you elect to use your health insurance benefits to pay for counseling, your diagnosis, symptoms, substance abuse issues (if any), and history will become part of your permanent medical records. These records are often accessible to other insurance companies and, on occasion, can be accessed by employers, government and private agencies, or private investigators.”* My concern centers on the strict protection of your confidentiality. It is not possible, when insurance documentation is interfacing with your therapy, to guarantee confidentiality.

## **PROFESSIONAL RECORDS**

Your Clinical Record includes information about your reason for seeking therapy, a description of the ways in which your problems impacts on your life, your diagnosis, the goals that we set for treatment, your progress toward these goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. The exception to this is in the unusual circumstance wherein I conclude that disclosure could reasonably be expected to cause danger to the life or safety of the client or any other individual, or where that disclosure could reasonably be expected to lead to the client’s identification of the person who provided information to me in confidence, under circumstances where confidentiality is appropriate. These records will be maintained for five years beyond the end of therapy, as required by state law. They will then be destroyed.

You may examine and/or receive a copy of your Clinical Record. Any request for a copy of your Clinical Records must be in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I require that you initially review records either in my presence, or have them forwarded to another mental health professional with whom you can discuss the contents. Standard fees apply for the time involved in copying and/or reviewing Clinical Records. In most situations, I am allowed to charge a copying fee of 91 cents per page for the first 30 pages and 69 cents per page after that, along with a \$20 clerical fee. It is standard practice to withhold requested copies of records until these fees are paid. Time spent reviewing your Clinical Record is billed at my professional rate.

**Client Consent to Treatment:**

I have read or have had the contents of this Disclosure of Information, Policies, and the Client Agreement explained to me and I understand it. I have asked any questions that I have about the information regarding fees and payment policies. (For clients under 13 years of age, consent must be given, and this form signed, by a parent or legal guardian.) I understand and agree to the description of confidentiality and its exceptions as stated in this disclosure statement and the consumer rights and responsibilities information sheet. I consent to counseling under the terms described above with Lynn C. Smythe, M.S. LMFT. I understand that I am responsible for setting my counseling goals and for working toward change outside of the therapy hour as well as during my therapy sessions. I have the right to terminate counseling at any time and agree to attend a formal last session for closure. I will give 24 hours notice for non-emergency cancellations of scheduled appointments.

\_\_\_\_\_/\_\_\_\_\_  
Client or Guardian Signature      Date

\_\_\_\_\_/\_\_\_\_\_  
Lynn C. Smythe, M.S (Therapist) Date

I consent to the release of information that is requested by my insurance company.

\_\_\_\_\_/\_\_\_\_\_  
Client or Guardian Signature      Date

Notice of Independent Practice Status

I understand that the mental health professionals providing treatment at 15315 1<sup>st</sup>. Ave. NE, #206, Duvall, Washington are independent practitioners and are not operating as a group practice. As such, I understand that any practitioner who is not providing counseling, psychotherapy, or psychological services to me, my family or my child bears no liability for these services provided, unless otherwise indicated in the practitioner's treatment plan agreement.

\_\_\_\_\_  
Signature of Adult Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Minor Ages 12-17

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mental Health Practitioner

\_\_\_\_\_  
Date