

Michael Samsel MA, RN LMHC

Family Therapist

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Member International Institute of Bio-energetic Analysis
National Provider Identifier ('NPI') 1346459344

Education and Background

I have worked in the human services field since 1980. I have been a registered nurse since 1986 working in a wide variety of medical settings including inpatient psychiatric units and emergency rooms. I completed a master's degree in Child, Couple, and Family Therapy at Antioch University in 2004. I have worked in a schools-based counseling service and with Family Preservation Services, teaching conflict management and parenting skills, and providing family, child, and individual therapy. I have advanced training in domestic violence, and experience working both with survivors and perpetrators. I provided therapy to individuals and couples through the Samaritan Center from July 2006 until July 2009. I am currently engaged in a multi-year training program in Bio-Energetic Analysis.

How I Work

I believe that joyful living is a birthright, but that our experiences have often led to a style of life that ensures survival in some sense but largely at the cost of joy. I believe that love, warmth and fulfillment are best relearned and recaptured through our closest present relationships. I agree with most therapists that early relationships are often the source of later joyless living, but I also concentrate on how this legacy of self-limiting and self-punishing behaviors is present and solvable in here-and-now relationships.

Therapy is a process of simultaneously 1) increasing self awareness, 2) increasing self-expression, and 3) increasing the capacity to have and hold strong feelings. In our society, the first is encouraged but the latter two really are not. I believe that self-awareness is fundamental to happiness, but also that insight is usually the by-product, not the cause of change. Change starts by *doing* something different, but only continues when we *experience* something different. Real change cannot be forced, but rather is *caught*, by setting the conditions of change, and in fact, change usually comes to us as a *surprise*. The first condition for change is paradoxically, accepting what is.

While I address present problems, I mostly target underlying patterns, issues, attitudes, and beliefs that make present problems so tough. I listen. And then I listen some more. But I don't just nod my head. I question, and I challenge. Sessions should not be boring, not because either of us is an entertainer but because nothing is boring if done with contact and feeling.

My special interests include overcoming lack of fulfillment in life, work and relationships, high conflict couples, parenting, co-parenting after divorce, 'emotional intelligence, families facing addictive behavior, adult children of difficult parents, difficulties in high achieving families, body psychotherapy, sexuality, and 'deep' psychotherapy. My work is also strongly influenced by the work of Alexander Lowen, and his combination of psycho-dynamic therapy and bodywork which he called Bioenergetic Analysis. In the family therapy field, my approach draws largely from the structural, strategic, and solution focused schools.

Scheduling and Venue

When a session is scheduled, that time is reserved just for that client. It is usually not possible to fill an open slot at short notice. I ask that clients always call and notify me *as soon as they know* they cannot make a session. Clients may be asked to pay all or part of the fee for sessions canceled with less than 24 hours notice, depending upon the circumstances, and the sense of justice of both parties. Insurers will not pay for missed sessions.

For all sessions scheduled, if a client has not arrived on time, it is my practice to remain in my office available until 30 minutes after the scheduled start. While on occasion I may allow a late-starting session to run beyond the normal stop time, starting late will never be in itself a sufficient reason for running over.

I believe therapy is not just an exchange of information, but a felt meeting of persons in which proximity plays a part. For this reason I do not do therapy 'over the internet.' Phone sessions are possible, but only as a minority of total sessions. Each phone session should be agreed upon in advance. The most common purpose of phone sessions is to accommodate clients who travel for work. It is not possible to have a phone session with clients who are at home.

Likewise, for clients who relocate to a different city, phone contact is possible to enhance closure, but it is not possible to attempt substantive work in this circumstance. Rather, such contact will be briefer, and focused on reestablishing a therapeutic relationship locally.

Records

Washington State law covering the record-keeping of Licensed Mental Health Counselors is contained in **WAC 246-810-035**. I maintain treatment records on paper, and store them in a locked area. My practice is to wait until after the session to write, so as not to distract either myself or the client(s) from what is being said or done. My purpose in maintaining records is to aid therapy by recording topics discussed and my impressions. In addition the Washington Department of Health instructs me to document according to a medical model, which they in part define as recording "what happens in a session." While I do make a good faith effort to summarize what happens in a session, I make no effort to capture sessions verbatim. In any case, if a client wishes an even more reduced record to be kept due to privacy concerns, that wish can be put into writing, and while a record must still be kept, it need only contain dates and times of sessions, not the content. While Washington State law requires the retention of records for only five years after last contact, I currently expect to retain records longer, as is the general practice in this profession.

The section below on confidentiality defines a few circumstances under which information may be disclosed to third parties. It is important to understand, that even in these limited circumstances, **records** are not usually disclosed but rather only **limited information**. Unlike general medical provider relationships, I will never simply fax or photocopy a chart. Rather a judicious limited disclosure will be offered according to the guidelines described in the section below on confidentiality. This has always been the standard in psychotherapy.

These records are also possibly subject to the provisions of Health Insurance Portability and Accountability Act of 1996, commonly known as HIPAA, and I treat them accordingly. What it is important to know, is that in psychotherapy, confidentiality standards have always been much stricter than HIPAA minimums anyway. However, HIPAA provisions do distinguish between, on the one hand, general treatment information, such as dates and length of sessions, intake assessments and diagnosis, and on the other hand, 'psychotherapy notes.' Insurance companies certainly cannot insist on seeing 'psychotherapy notes' as a condition of coverage, and 'psychotherapy notes' may also be deemed exempt from other avenues of disclosure.

HIPAA also affirms a client's right to see his or her own health records and obtain copies, as does Washington State law (**RCW 70.02.080**) Where records exist of joint sessions, however, a dilemma may arise. One party to a therapy may wish to use records in an adversarial way against another party of the same therapy. This is entirely against the spirit and traditions of family or couples' therapy, and it is my ethical duty to resist this use of records to the extent the law allows. Laws assuring access to health care records should not be used to provide an 'end run' around the other party's testimonial privilege, as described under 'Joint Records' in the next section on confidentiality.

Confidentiality and Testimonial Privilege

Therapy is a very private and confidential matter. The fact that we have spoken, and anything discussed, whether in session, or on the phone, will be treated by me as strictly confidential. My style of work does not focus upon, or expect, therapist exchange or disclosure of information to third parties, including other treating professionals. In all cases, disclosure will be limited to the minimum necessary information, and directed only to those individuals required, and the actual information released will be discussed with the client. The recognition of the legal system that the therapist-client relationship should remain confidential is referred to as 'testimonial privilege', or just 'privilege'.

Client Initiated Disclosures: This is by far the largest category of disclosure. The client must fill out a written release of information, indicating to whom the disclosure is being made and for what purpose. The client and I will discuss the disclosure, and only what is mutually agreed to be will be disclosed. Clients are to be cautioned that the third party to whom information is being disclosed may well not be under the same legal and ethical constraints of confidentiality that I am. If more than one client has participated in sessions, then all clients must sign the release, and all clients must agree on the contents of the release. The release may be revoked by any signing party any time before the disclosure is actually made. Once the intended disclosure is made, I will consider the release 'spent.' Later disclosures will require a new release.

Event Initiated Disclosures: These are very rare. They do not require a release by the client. However, if time and safe practice allows, I will discuss the nature of the disclosure with the client. **RCW 18.19.180:** describes the following exceptions to confidentiality: 1) You are planning a *seriously* harmful act against yourself or another person, or you have caused serious physical harm to another person. 2) If you press criminal charges against me, 3) If you file a complaint of unprofessional conduct against me, or 4) If information concerning the abuse or neglect of a minor or vulnerable adult comes to light. **RCW 26.44** mandates that I report any suspected abuse of a minor child. **RCW 74.34** mandates that I report suspected abuse of a vulnerable adult. Also **RCW 70.05** provides for an exception to confidentiality if your mental condition poses an imminent danger to yourself or others, or you are unable to meet your basic needs.

Insurance Disclosures: This happens if either the client or I apply to an insurance carrier or a third-party payer for coverage of sessions. This will include a diagnosis from DSM-IV-TR, and possibly a treatment plan. Any diagnosis provided, other than 'adjustment disorder' will be discussed with the client first.

Parents or Legal Guardians: In the state of Washington it is possible for adolescents between the ages of 13 to 17 to consent to psychotherapy (**RCW 71.34.530**) Historically, in psychotherapy, consent implies confidentiality. However, in the law, the two issues are separate. Guardians are entitled to health care information of minors up to the age of 17. In practice, the dilemma is often handled by an agreement of minor client, guardian, and therapist about what information will be passed on.

Subpoenas Subpoenas potentially confound all the traditions of confidentiality in psychotherapy described above because they usually are requests for records, not just information limited to a purpose. Also, subpoenas may not be in the client's best interest. However, since May 2009, in the State of Washington, all client communications with a licensed therapists are now considered privileged. This is set out in **RCW 5.60.060(9)**. Testimonial privilege means that I cannot make and cannot be compelled to make any disclosure that the client does not wish me to make, with the exception of the 'Event Initiated' disclosures listed above. If the client does wish me to make a disclosure involving a subpoena, then all the aspects of client-initiated disclosures written above apply, except that a separate written release is unnecessary. Testimonial privilege for therapists is relatively new and untested, and there may be other exceptions, but in this area I cannot be an expert and clients must rely on qualified legal advice.

Joint Records. For client initiated disclosures of records or information from any sessions where two or more people were present as clients, all parties will have to agree. However, if one party to a joint session wishes me to fulfill a subpoena, and one does not, a dilemma arises, as first mentioned on the above section on records. I may ultimately be compelled to release some information, depending on legal ruling. However, my ethical duty will be to resist such release to the extent possible.

In addition, for clients having an individual session while participating in therapy with other family members or any third party, all information discussed in that session is considered confidential even for the other parties. However, for ongoing joint therapy, it is not humanly possible in every instance to guard against inadvertent disclosure of minor details in later joint sessions.

Fees

My fees are intended to be affordable. In 2011, my full fee is \$80 an hour. If this is prohibitive, a lower fee can be negotiated, called a 'sliding scale.' For individual clients, a lower fee is based on a formula of \$1 per \$1000 of yearly household income from all sources, minus \$2 for every minor child in the household. The bottom of the sliding scale is \$40. For a couple a sliding scale of \$60 is available if joint income is less than 50 thousand a year, or \$40 if less than 25 thousand a year. Since a standard of living may exceed identified income, clients with informal forms of support or assets out of proportion to income may volunteer to pay more than the above formula. The goal is to achieve the benefit of an amount that has some significance, but also the assurance of an amount that is sustainable. Clients are responsible for initiating a change either up or down should circumstances change.

Payment must be by cash or check (made out simply to "Michael Samsel"); at present I cannot take debit or credit cards. If paying in cash, it is very helpful to bring correct change. Payment is due at the time of the session. I collect the fee at the end of the first session, but prefer to collect it at the beginning of subsequent sessions. This has the advantage of keeping bookkeeping matters from intruding on any mood developed in the session. Advance payment is not necessary, and substantial advance payment is discouraged in therapy on the ethical basis that it could influence clients to purchase more therapy than wanted from a particular provider. If a small advance payment has been made for convenience and not used, or an overpayment with insurance has been made, a refund will be provided.

Writing reports or letters, 'case-management' services, or extensive phone calls with third parties are generally inconsistent with how I work, but should they be agreed upon, they are re-reimbursable at a rate of \$120 an hour, with a minimum of one hour, and paid in advance. Occasional client-initiated contact with third parties that wish merely to verify sessions or receive a very general 'progress report' is not subject to the fee above.

Prospective clients are encouraged to ask questions and read this disclosure statement and my website if possible before scheduling a first appointment. If a limited "free consultation" has been agreed upon, its length and scope must be monitored and possibly limited by me. A free consultation is not the same as a free first session. This is based not on a desire on my part to "hold back," but rather on the ethical reality that a therapist-client relationship is established.

Insurance

All clients with insurance should check with their carrier about the possibilities of coverage. I will work with any form or carrier to document services etc.. While I may attempt to provide some information about insurance, I cannot be an expert in any client's coverage. The client's plan is the expert in what the plan will cover. If insurance coverage is being used, the client's responsibility for co-pay may or may not be accurately determined at the first visit. In the present, very complicated insurance climate, it is not uncommon for insurance to ultimately pay differently than the carrier initially states. At the time of agreeing to a fee I may or may not agree to accept the risk of insurance non-payment. Clients should be aware that the community standard in therapy (as in all healthcare) is that the client is responsible for payment for all services rendered.

Professional Accountability

The law governing the contents of a disclosure statement such as this one is included in **RCW 18.225.100** and **WAC 246-809-710**. The law defining unprofessional conduct of a therapist is **RCW 18.130.180**.

WAC 246-809-710 (1)(i) states: "Clients are to be informed that they as individuals have the right to refuse treatment and the right to choose a practitioner and treatment modality which best suits their needs."

Complaints or reports of therapist misconduct can be directed here: The Dept. of Health, Health Professions Quality and Assurance Division – PO Box 47869, Olympia, WA 98504-7869. Any health care provider's credentials can also be checked at <https://fortress.wa.gov/doh/providercredentialsearch/>

Signatures

Please sign only if all the following statements are true: I have been provided with a copy of this disclosure statement. I have read it. I have had a chance to ask questions about it. I understand it.

Client(s) Signatures

Date _____

Therapist Signature

Michael Samsel, MA

Date _____