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INFORMED CONSENT FOR TREATMENT

Washington State law and professional ethics mandates that each client be provided with the following disclosure information at the commencement of any program of treatment by a licensed marriage and family therapist. You are free to ask questions and to discuss concerns regarding this form with me. Your feedback is welcome.

Licensure

I am currently a Marriage and Family Therapist in Washington State. My license number is LF60574190. Licensure indicates that a practitioner has met basic education, competency, and supervision standards. If more information is needed, contact the Department of Health, PO Box 47890, Olympia, Washington 98504-7890, (360) 236-4030.

Qualifications

I obtained a master's in applied psychology with a specialty in couple and family therapy from Antioch University Seattle in 2012. I have been practicing as a psychotherapist since September 2011. I have experience with the following: depression, anxiety, mood disorders, post-traumatic stress disorder, ADHD, Autism Spectrum Disorder, anger management, domestic violence, body image issues, and substance use in the individual and family, child and teen mental health issues, family conflict, divorce and blended families, parent/child conflict and parenting concerns.

Therapeutic Approach

Being trained from a Family Systems perspective, I look at the interactions and relationships between my client(s) and their larger systems of family, society, and culture as places of intervention. I also find value in using concepts from Cognitive Behavioral Therapy and Dialectical Behavioral Therapy, and I am always open to techniques from other approaches as they may fit my client's needs. My goal is to provide a warm and trusting atmosphere to develop our therapeutic relationship, as well as provide the opportunity for mutual exploration and understanding of client issues and solutions.

Social Justice

As an advocate of social justice, I understand the importance of culture, privilege, racism, heterosexism, oppression, classism, ageism, etc. These contextual elements play an important role in our lives and are considered when determining goals and strengths.

Financial Responsibilities

My fees are \$120 for a 90 minute initial assessment, and \$90 for regular 50-minute sessions. My fees go up \$10 every three years and I will remind you of this increase in advance. For situations in which my fee would lead to severe economic hardship, I am willing to coordinate a reduced fee for service. Unless there is a prior arrangement, full payment is required at the end of each session. The fee for returned checks is \$25. If I spend more than 10 minutes on the phone or reading and responding to emails from you during a given week I will bill you on a prorated basis for that time. I may end the therapeutic relationship if the client has a significantly overdue balance, the client is non-compliant with treatment recommendations or the client is not consistently showing up for appointments. A minimum of *24 hours notice is required for rescheduling or cancelling an appointment or you may be charged the full fee.* If you fail to make or arrange for payment of the outstanding balance, you agree to pay the legal costs incurred in the collection of said debt.

Benefits and Risks of Therapy

As with any treatment, there are some risks as well as many benefits with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk that clients will, for a time, have uncomfortable feelings. Clients may recall unpleasant memories. Clients may uncover problems with people important to them. Family secrets may be told. Therapy may disrupt a marriage (although my approach is to enhance relationships, not harm them). At times, a client's symptoms may temporarily increase after beginning

treatment. Most of these risks are to be expected when people are making important changes in their lives. Finally, even with our best efforts, there is a risk that therapy will not work for you. While you consider these risks, you should know also that the benefits of therapy have been shown by scientists in hundreds of well-designed research studies. Therapy can help people feel less depressed or anxious. Clients' relationships and coping skills may improve greatly. Their personal goals and values may become clearer. And they may grow in many ways.

Client Rights and Responsibilities

As a client, you have the right to choose a therapist who best suits your needs and goals. If you work with me, you have a right to raise questions about my therapeutic approach and to request a referral if you believe you might make better progress with another therapist. If you believe I have engaged in unethical or unprofessional conduct, you also have the right to report your concerns to the Department of Health by calling 360-236-4700. You should also know that I am but one therapist employing one particular approach to psychotherapy. If our time together is not useful, there are many competent therapists in the Seattle area. I would not be insulted if you asked for a referral for an alternative therapist. Also, if for some reason treatment is not going well, I might suggest you see another professional in addition to or instead of me. To assure quality of care, it is your responsibility to keep me fully up-to-date about any changes in your feelings, thoughts, and behaviors and to cooperate with treatment to the best of your ability.

Termination of Service

I may terminate therapy with you in the following situations: 1) you fail to pay the negotiated fee; 2) you are not cooperating with my appropriate treatment recommendations; 3) there is a discovered conflict of interest (for example, I later learn that you are close friends with one of my relatives); 4) I am moving or closing my practice.

Emergencies

In a crisis or emergency, please do not call me since I am often not immediately available by phone. Instead call the Crisis Clinic at 206-461-3222 or 911.

Vacations

If I am on vacation or otherwise unavailable, I will have someone cover my practice and you will be provided with their name and phone number. This covering therapist will have access to your client information and is bound by the same laws and rules as I am to protect your confidentiality.

Legal Disputes

If you ever become involved in a divorce or custody dispute, I want you to understand and agree that I will not provide evaluations or expert testimony in court unless expressly discussed and agreed to. You should hire a different professional for that service.

Multiple Relationships

I can only be your therapist. It is unethical for a therapist to be a close friend or socialize with a client. Therapists cannot ever have a sexual or a romantic relationship with any client before, during or after the course of therapy. Even though you are free to invite me, I will not attend your family gatherings, such as parties or weddings. I may refuse gifts from you.

Complaints

If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the Washington State Department of Health, Health Systems Quality Assurance, Complaint Intake, P.O. Box 47857, Olympia, WA 98504-7857, or by calling 360-236-4700.

Distance Therapy

Distance therapy includes telephone-based therapy, video-based therapy, email-based therapy, and chat-based therapy. Clients may find it necessary or convenient to engage in these forms of therapy. There are a number of drawbacks to distance therapy: loss of the non-verbal communication, increased risk of miscommunication, and difficulty developing a working alliance. Currently, distance therapy is an emerging modality of treatment and its effectiveness and risk have not been adequately established. If I am going to treat clients outside my jurisdiction in

Washington, then I need to follow the laws in your area as well as my area. We would need to determine whether or not distance therapy is suitable for you.

Confidentiality and Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The Health Insurance Portability and Accountability Act (HIPAA) mandates the protection and confidential handling of protected healthcare information. This statement informs you of your rights regarding your healthcare information under HIPAA. Your health information includes any information that I record or receive about your past, present, and future healthcare. HIPAA regulations require that I maintain this privacy and provide you a copy of this statement.

Record keeping practices

Standard practice requires me to keep a record of your treatment. This includes relevant data about dates of service, payments for service, insurance billing, and relevant treatment information. This record of treatment is your protected health information (PHI). I may use or disclose your PHI for payment, treatment, and healthcare operation purposes:

- **Treatment:** I may use or disclose your PHI to coordinate or manage your treatment. An example of treatment would be when I consult with another healthcare provider or therapist. Consultation with colleagues is an important means of ensuring and maintaining the competence of my work. APA ethical standards permit discussion of client information with colleagues without prior consent as long as the identity of the client can be adequately protected. In some instances, the obligation to provide the highest quality service may require consultation that reveals a person's identity without prior consent; such disclosures occur only when it cannot be avoided and I only disclose information that is necessary.

- **Payment:** I will disclose your PHI if you request that I bill a third party. An example of payment is when I disclose your PHI to your health insurer to obtain reimbursement or to determine eligibility or coverage. If your account with me is unpaid and we have not arranged a payment plan, I can use legal means to get paid – the only information I will give to the court, a collection agency, or a lawyer will be your name and address, the dates we met, and the amount you owe me.

- **Healthcare operations:** I may disclose your PHI during activities that relate to the performance and operation of my practice. Examples of health care operations are quality assessment activities, case management, audits, and administrative services. Uses and disclosures that do not require your authorization or an opportunity to object.

You have the right to confidentiality: Under most circumstances, I cannot release any information to anyone without your prior written permission, and you can change your mind and revoke that permission at any time. The following are legal exceptions to your right to confidentiality. I will do my best to inform you of any time I have to break confidentiality.

- **Abuse and threat to health:** In the instance when you or someone else is in imminent danger of harm I may disclose your PHI for the purpose of safety.

- **If I have good reason to believe that you will imminently and seriously harm another person,** I may legally give this information to the police or the disclosed victim.

- **If I believe you are in imminent danger of harming yourself,** I may legally break confidentiality by calling the police, calling the county crisis team, or contacting your family.

- **In an emergency** where your life is in danger, and I cannot get your consent, I may give another professional some information to protect your life.

• *If I have reasonable cause to believe that a child or vulnerable adult has suffered abuse or neglect*, I am required by law to report it to the proper law enforcement agency or the Washington Department of Social and Health Services within 48 hours.

• *Criminal activity*: I may disclose your PHI to law enforcement officials if you have committed a crime on my premises, against me, or disclose a plan to commit a major crime.

• *Court proceedings*: I may be required to disclose your PHI if a court of competent jurisdiction issues an appropriate order. I will comply with this order if (a) you and I have each been notified in writing at least fourteen days in advance of a subpoena or other legal demand, (b) no protective order has been obtained, and (c) I have satisfactory assurances that you have received notice of an opportunity to have limited or quashed the discovery demand. In these cases, I am required to submit information to the court unless I have reason to believe that this disclosure will harm the client.

Your rights regarding your protected health information

- You have the right to inspect and copy your PHI, which may be restricted in certain limited circumstances, for as long as I maintain it. I will charge you a reasonable cost-based fee for copies.
- You have the right to ask that I amend your record if you feel that the PHI is incorrect or incomplete. I am not required to amend it; however, you have the right to file a statement of disagreement with me, to which I am allowed to prepare a rebuttal and it will all go into your record.
- You have the right to request the required accounting of disclosures that I make regarding your PHI. This documents any non-routine disclosures made for purposes other than your treatment, as well as disclosures made pertaining to your treatment for purposes of quality of care.
- You have the right to request a restriction or limitation on the use of your PHI for treatment, payment, or operations of my practice. I am not required to agree to your request; and in instances where I believe it is in the best interest of quality care, I will not honor your request.
- You have the right to request confidential communication with me. An example of this might be to send your mail to another address or not call you at home. I will accommodate reasonable requests and will not ask why you are making the request.
- If you believe I have violated your privacy rights you have the right to file a complaint in writing with me and/or the Secretary of Health and Human Services. I will not retaliate against you for filing a complaint.
- You have the right to have a paper copy of this disclosure.

Children:

When I treat children 12 and under, the parents or guardians have access to the child's PHI.

Couple and family therapy: In the case of couple and family therapy, I reserve the right to discuss information with other members involved in the therapy that you have shared if I believe it helps facilitate the achievement of the goals set forth in therapy. In most cases, I will not reveal secrets but instead will help you speak to your family about it – if it is necessary for therapy to progress.

Seeing each other in public: If I see you in outside of therapy (e.g., the grocery store), I will protect your confidentiality by not acknowledging that I know you. However, you are free to initiate communication if you choose to do so.

Email and text: If you elect to communicate with me by email or phone text, please be aware that email and phone text are not completely confidential. And please be aware that I may not be able to respond quickly to your emails and phone texts. If you do not wish to communicate in these ways, tell me and I will do my best to accommodate you.

These confidentiality rules apply after the death of the client. The privilege passes to the executor or legal representative of the client.

Records

I maintain your records in a secure location that cannot be accessed by anyone else. This documentation shall include:

- a•** Client name, date of birth, address, phone, email, family members
- b•** The fee arrangement and record of payments
- c•** Dates counseling was received
- d•** Disclosure form, signed by you and me
- e•** The presenting problem and diagnosis
- f•** Notation and results of formal consults, including information obtained from other persons or agencies through a release of information
- g•** Progress notes sufficient to support responsible clinical practice

It is your right under the law to request that only items **a through d** above be kept in the form of written records. I hereby request that Megan Maloney, MA, LMFT, keep no notes or records regarding items e through g above as provided in WAC 246-810-035, subsection 2.

Print Client Name Client Signature Date

My signature below is acknowledgement that I am the client or the person authorized to consent for psychotherapeutic care for the client, that I have read and understand the disclosure information provided by the psychotherapist, that I have received a copy of this disclosure form, that I consent to treatment, and I understand I can refuse treatment at any time.

Client Signature Date

Provider Signature Date