

Informed Consent/Disclosure Statement

Margaret Certain, LMFT

206-395-4284

margaret@margaretcertaintherapy.com

PSYCHOTHERAPY INFORMED CONSENT AND DISCLOSURE STATEMENT

The therapeutic relationship is unique in that it is highly personal and at the same time, a contractual agreement. It is important for us to share a clear understanding about how our relationship will work, and what each of us can expect. This disclosure statement will introduce you to my therapy approach and the therapy process in general. The following information is designed to help you make thoughtful decisions regarding your therapy. Please ask questions or raise any concerns that arise as you read through this, now or at any time in our work together. I look forward to working with you.

Education and Training

I am a Licensed Marriage and Family Therapist in the state of Washington as LMFT #LF61366679. As an LMFT, I am trained to work with adults, adolescents, children, couples, and families. I earned a Master's degree in Couple and Family Therapy from Antioch University in Seattle, and I am a member of the American Association for Marriage and Family Therapy and the Washington Association for Marriage and Family Therapy. I trained in a community mental health clinic for fifteen months before beginning private practice. I am also certified in Brainspotting, an effective brain-based therapy that I use with some clients.

Theoretical Orientation and Approach to Therapy

I am trained to support clients in accessing their inner resources to solve problems. As a family therapist, I think about families as systems, in which the behavior of each person affects the way relationships function as a whole. I help clients understand their problems in new ways, allowing more space for meaningful change. While there are sometimes relevant insights I can share, I do so with the knowledge that the best solutions often come from clients themselves, as families or individuals working toward meaningful goals. The unique needs of each client guide which specific resources or skills I use in therapy. Most importantly, I have found that when clients learn to hold themselves and their struggles more compassionately, solutions to problems often become easier to reach. Hopefully, our therapeutic relationship supports your acceptance of self and encourages your enthusiasm for effective problem-solving.

Risks and Benefits of Therapy

First and foremost, clients have the right to refuse treatment and the right to choose practitioners and treatment modalities most suited to their needs. If you decide after meeting that my practice is not a fit for your needs, I can refer you to other therapists at your request.

Psychotherapy/family therapy can be a special opportunity to understand more deeply the struggles you are experiencing within yourself or in relationships with others, and to make the changes that are important to you. It can be a rich and enlivening process. It can also be difficult and even painful. At times, discussing therapeutic material may leave you feeling worse or temporarily make your symptoms stronger. This is often normal or even to be expected, so please do not be alarmed. However, please keep me informed of how you (and/or your children, if relevant) are feeling so that I can help you effectively. If you need support between our sessions, you may contact my office at 206-395-4284 during business hours: M-F 9:00AM-6:00PM. Please note that I may not be able to return your call right away, though I will try to within 24 hours. If you require immediate support, contact the Crisis Clinic at 206-461-3222. If you are experiencing life-threatening distress, please call 911.

Confidentiality

Both counselor and client have roles in maintaining confidentiality. The most secure ways to contact me are via voicemail (my account is password protected) or via the Simple Practice client portal. Text and email are less secure, and I encourage you to consider your privacy when you choose how to contact me and what information to communicate in messages. I do not store client contact information on my cellular phone, so if you choose to call or text, please know that no identifying information will appear other than your phone number.

I hold our sessions in the strictest confidence, and I will not release identifying information about you without your permission.

The only **exceptions** to strict confidentiality are the following:

1. If I believe that you are in imminent danger of attempting to kill yourself, I may break confidentiality and call the police or a crisis team. I will explore all other options with you first before taking this step.
2. I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will not do so unless the situation is an emergency.
3. I am a legally mandated reporter. If you give me information leading me to believe that a child or vulnerable adult is being abused or neglected, I must inform Child Protective Services or Adult Protective Services within 48 hours.
3. If I have good reason to believe that you will harm another person, I must attempt to warn that person of your intentions. I must also contact the police and ask them to protect your intended victim. I will work with you to the extent possible to ensure that all parties, including you, are safe.
4. If you tell me that another named health or mental health care provider has engaged in sexual contact with a patient, including yourself, or is impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, then the law requires me to report this to their licensing board at the WA Dept. of Health. I will inform you before taking this step. *If you are my client and a health care provider, however, your confidentiality remains protected under the law from this kind of reporting.*
5. Access to my records can be requested via court order from a judge, and I am legally obligated to comply. In this case, I will strive to protect your privacy within the limits of my professional capacity.
6. You may give me written permission to share your record and details of service.
7. If you file a complaint or bring charges against me, you waive your right to confidentiality.

Special considerations for couples:

I require written permission from both parties before releasing confidential information. This is your right under the law.

Most sessions with couples will occur with both of you in the room. In most cases, one individual session each near the beginning of therapy is all the individual work required. However, in some cases, additional individual sessions may be helpful for the goals of therapy. Please note that in some cases, one spouse might disclose important information to me that the other spouse does not know. In most cases, the goal would be to help the first spouse share this information in a timely manner, in the interest of relational health. However, I ask that couples agree to allow me to use my best therapeutic judgment about how to manage secrets between spouses. That said, I will never reveal a secret of one spouse with another without the permission of the secret holder and the presence/participation of both parties.

If either spouse is seeing an individual therapist during the period of our work together, I require permission to confer with that therapist as part of your couples treatment. This will require both spouses' permission. It is in your best interest that I speak with individual therapists, so that we can align your treatment appropriately and are not working at cross-purposes.

Special considerations for families:

I will not release any information regarding your work with me without written permission from all parties 13 and older.

In working with adults, youth, and younger children, there may be situations where information is privately held among family members and/or deemed age inappropriate for some family members. Some exploration of secrets or long-held assumptions within a family's history and experience can be a vital and necessary part of counseling. I will use my professional judgment to balance the goals for family therapy we have established with the rights, needs, and developmental stages of your family members. I may recommend additional counseling for individuals or couples within your family, based on my observations of our work together.

Special considerations for children and adolescents:

Both parents must sign a consent to have a child aged 12 or under enter therapy. Parents have access to information discussed in session with children through age 12 who enter individual therapy, or who have individual sessions within the framework of family therapy. If requested, I will share relevant information with parents from sessions with their children.

Under WA state law, adolescents aged 13 and older must sign a release before I can reveal information about their individual sessions with any person, including parents. In these cases, I will only reveal the specific information that the adolescent permits and nothing more. Adolescents are subject to the same rights and limits to confidentiality as adults.

Special considerations for families experiencing separation or divorce:

I require all legal guardians to sign a consent to have children enter therapy. I also require a copy of the parenting plan, so I can understand the legal and relational framework for the family system I am treating. I will only use this information to support my work with you and/or your child.

Supervision/Consultation:

I may meet with a consultation group or one-on-one with other therapists with the intent of gaining a better understanding of how we can work with our clients more effectively. In these consultations, I will never reveal your identity or unique identifying information. The other professionals with whom I meet are bound to the same standards of confidentiality as I am.

Privacy protection under the law:

You are protected under the provisions of the Health Insurance Portability and Accountability Act (HIPAA). HIPAA is a federal law that ensures the confidentiality of all written, oral, or electronic transmission of information contained in your health record. Information about you that I send electronically will be protected. I also use a secure client portal system to maintain your confidentiality. I will request that you create an account with that system for teletherapy and for signing/completing forms. Here is a link to learn more about HIPAA:

<http://www.hhs.gov/hipaa/index.html>

Boundaries of Therapeutic Relationship

In the interest of serving my clients' best interests and maintaining privacy, I never have purposeful social contact with clients. If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is extremely important to me, and I do not wish to jeopardize your rights in any way. However, if you acknowledge me first, I will be happy to say hello or speak with you briefly about topics unrelated to therapy. I will not discuss your therapy with you outside my office, as this could compromise your privacy and blur the boundaries of our professional relationship. Please let me know if you have any questions or concerns about this.

Online/Phone/Social Media Policy

I have an email address and text number you may use to arrange or modify appointments:

margaret@margaretcertaintherapy.com and 206-395-4284. You are welcome to contact me for scheduling purposes through these channels. However, in order to protect your confidentiality, I cannot respond to issues about your therapy via email or text. The confidential alternative is to use the client portal to communicate with me. In the event you include private information in an email or text, I will arrange a phone call with you instead. *If you choose to communicate with me by email or text, be aware that they are not completely secure or confidential.*

I do not interact with clients on any social or professional networking sites (such as Facebook, LinkedIn, Instagram, etc.). This protects your confidentiality and maintains the boundaries of the therapist/client relationship. I will not respond to client requests to interact on these sites, or any other interactive web sites. If you have questions or concerns about this policy, please let me know so that we can discuss it in session.

I provide therapy sessions in person or on a HIPAA compliant video platform. I can provide phone sessions under special circumstances. For example, if you are ill and want to have a session via phone, I am happy to meet that way.

There may be times when you require support via phone between sessions. Please note that I bill phone calls over 20 minutes at my hourly rate (including the 20 minutes). Single phone calls under 20 minutes will not be billed.

Additional phone calls from the same client family in the same week (between sessions) will be billed after 20 minutes' total time at my hourly rate.

Telehealth Therapy Considerations

I provide therapy online at client request. Please understand that the nature of an online relationship is different from an in-person one, and that may influence the quality of the therapeutic outcome. Online therapy can be very successful if clients accept that there are limits and differences inherent in video-only relationships.

Substance Use Policy

The use of recreational substances shortly before or during therapy is not permitted. For therapy to be effective, it is essential for clients to be in a clear state of mind, and I will end a session if it is apparent that you are under the influence of a mood-altering substance that is not prescribed by a doctor for a medical purpose. This includes, but is not limited to, cannabis products and alcohol. If you arrive to an in-person session obviously under the influence, I will help arrange a ride home for you and you will be charged for the session. *This parameter also applies to telehealth sessions.* Please behave as if you are in my office and refrain from drinking alcohol or smoking/intaking any substance during session. If you do, I will end the session and charge you for the whole time.

Scheduling, Fees, and Insurance

When we agree to meet on a weekly or regular basis, your appointment is held for you week to week. It is important for the continuity and effectiveness of therapy that you attend all sessions. In the event you need to cancel a session,

advance notice is helpful and appreciated. If you forget to attend a session or cancel an appointment fewer than 24 hours in advance, you will be charged the full session fee. Exceptions are made for illness or family emergencies that unconditionally require your presence. Sessions missed for illness and emergencies will not be charged if you notify me by 12PM, or two hours in advance of your session (**whichever comes first**) on the day of your missed appointment. (For example, a 3PM session must be canceled by 12PM, and a 1PM session must be canceled by 11AM.) Late illness/emergency cancellations will incur a charge of half the session fee. If I receive no notice at all by the start of your session, I will charge the full session fee regardless of the reason for missing. Please understand that fees charged for late cancellations are not meant to be punitive, but are intended to honor the time I have set aside especially for you and cannot fill last-minute. Cancellation notices can be left on my voicemail, email, via text or Simple Practice messaging. If you realize you have forgotten your appointment, please contact me to let me know you are OK. I will attempt to contact you if you do not arrive at the office by 7 minutes past the scheduled time.

Sessions are \$165 for a 50-55-minute session and \$265 for an 80-85-minute session. Payment is due on the calendar day of your session, payable by cash, check, or via the client portal (credit card). I add clients to the Simple Practice credit card autopay system unless another preference for payment is communicated. If you arrive late to a session, the session will still end on time, and the same fee will apply. Clients will be notified of fee increases at least three months in advance.

If you want to bill insurance for therapy, I will generate a superbill for you to submit to your insurance company, as I do not submit insurance claims for clients. Reimbursement will vary according to your plan, and it is solely your responsibility to understand your benefits. Please make sure that your insurance company offers reimbursement for out-of-network mental health services, and ask specifically what your reimbursement will be for the services you are seeking, so there are no surprises for you. Insurance claims for therapy require a DSM-5 diagnosis. I will discuss your diagnosis with you so that you fully understand the information your insurance company is receiving.

Additional services related to your care will incur a fee if they require more than 15 consecutive minutes. This excludes initial phone contact with new/potential clients, which I offer free of charge. Billing will begin at the 16th minute and will include the first 15 minutes. The fee will be prorated at \$165 per hour. Possible services include, but are not limited to:

Writing reports or letters of support.

Phone calls with you that are longer than 20 minutes (please see additional information about phone calls in the online/phone/social media policy section).

Consultations with other health care professionals I have permission to confer with.

Litigation Limitation

This agreement is intended to protect the confidential nature of the therapeutic relationship.

By law I must comply with a request for records when issued by a judge via court order. It is agreed that should there be legal proceedings (such as, but not limited to, divorce and custody disputes, injuries, or lawsuits), neither you nor your attorney, nor anyone else acting on your behalf will ask me to testify in court or at any other proceeding.. The release of records directly to you is your choice and legal right, unless in my clinical judgment such a release would cause you harm. I will never release your records directly to an attorney under any circumstances.

Therapist Absences

Clients will receive at least two weeks' notice for my planned vacations or absences. I will leave you with the name and phone contact of a trusted colleague, in the event you should need to contact someone in my absence. This colleague will have a way to access your records if you contact her. She cannot guarantee immediate attention to your needs, however, so please call the Crisis Clinic if you are in distress: 206-461-3222.

In the event I am suddenly incapacitated and unable to provide therapy for clients any longer, a trusted colleague (another licensed therapist) will contact you to inform you. At this point, you will have the option of obtaining a referral from her for a different therapist.

Treatment Termination

While the decision to terminate therapy is yours, it is usually best if termination is arrived at by mutual agreement. I believe that we should end our relationship in person rather than by phone, email, or text. For this reason, I strongly suggest that you take from one to three sessions to complete your therapy. This will not only give you a chance to end things in a conscious manner, but it will also give me an opportunity to address your wish to end. However, you have the right at any time in the therapeutic process to ask for a change of direction or to discontinue.

I also have the right to terminate therapy under the following conditions:

When I believe therapy is no longer beneficial for you.

When you have not paid for the last two sessions, unless special arrangements have been made.

When you have failed to keep the past two scheduled appointments without 24 hours' notice, absent extenuating circumstances.

If I determine during the first three sessions that I cannot help you, I will assist you in finding someone better suited for your situation.

If you do not schedule an appointment for four consecutive weeks, unless other arrangements have been made in advance, I must consider the professional relationship discontinued.

I will not terminate therapy without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with names of qualified psychotherapists or family therapists to work with you. You may also choose someone on your own or from another referral source.

Licensing and Records

It is required by WA law that this disclosure statement include the following two paragraphs:

WAC 308-109-040: "Counselors practicing for a fee must be registered or licensed with the Department of Licensing 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 treatment."

SHB 1828: "A record of the mental health care provided to you is kept by this office. You may ask to see and copy that record. You may also ask this office to correct that record, if you believe the information within your record is in error. A copy of your corrections to the office records will be placed within your record at your request. This office will not disclose your record to others unless you direct us to do so, or unless the law authorizes or compels us to do so. You may see your record or get more information about it at this office."

I keep brief records, including the dates we have worked together, billing records, diagnosis (if billing insurance), counseling techniques used in session, and the progress we are making toward your goals. I also include a brief description of your history and presenting problem. If you prefer that I keep no records, you must give me a written request to this effect for your file. In this case, I will only note that you attended therapy in the record. I always store your records in a secure location.

Complaints

If you believe that I have behaved in an unprofessional or unethical manner, please advise me so that the problem can be clarified and resolved. If you feel that negotiation has not worked, you may contact one or both of the following:

Ethics Committee

American Association of Marriage and Family Therapy

112 South Alfred Street

Alexandria, VA 22314-3061

(202) 452-0109

Secretary of Health and Human Services

Office of Civil Rights

200 Independence Avenue, S.W.

Washington D.C. 20201

(202) 619-0257.

Please note that if you file a complaint, I will not be able to maintain the bounds of confidentiality.

I have read and understood the preceding psychotherapy disclosure statement, and I accept the stated terms and agreements.

Client: _____ Date: _____

Margaret Certain, LMFT: _____