

Giselle Macfarlane Psychotherapy PLLC
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INFORMED CONSENT AND DISCLOSURE FORM

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 a licensed Marriage and Family Therapist in the state of Washington. My credential number is LF60700027. 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.

Practice Information

Please see necessary information regarding my practice: Individual NPI: 1447654934 and Tax ID: 20-2936297

Qualifications

I obtained a Master's in Psychology with a concentration in Couple and Family Therapy from Antioch University Seattle in 2014. I also received a Bachelor of Arts degree in Liberal Studies with a concentration in Psychology from Antioch University Los Angeles in 2011. My therapeutic work is informed by my 25 plus years as a documentary photographer working on social justice issues that many marginalized and disenfranchised groups face.

My clinical experience began in 2013, working in community mental health. I currently work with children, youth, and families in a variety of settings including private practice and school-based services. I am a clinical fellow of the American Association for Marriage and Family Therapy; a member of the Washington Mental Health Association; an AAMFT Approved Supervisor; a Washington State Approved Supervisor and an Emotionally Focused Couples Therapist. I am also trained in Lifespan Integration and Somatic Transformation.

I have experience providing therapy to individuals, couples, and families. I treat people with concerns including anxiety, depression, attachment issues, anger management, trauma, self-harm, identity issues, and gender questioning. I utilize a systemic, humanistic, emotionally-focused perspective with individuals, couples, and families working through conflict, life transitions, blended families, grief, and loss. Additionally, I use evidenced based approaches in helping parents struggling with their child's behavioral difficulties, academic underachievement, and peer relationship problems. I am religion friendly, an LGBTQ ally, and poly-friendly.

Philosophy and Therapeutic Approach

My practice involves working with individuals, couples, and families. The goal of psychotherapy is to help you improve. Examples of possible improvements include: improving relationships, reducing depression or anxiety, feeling better, improving life satisfaction, etc.

Psychotherapy works best when the goals are determined jointly by therapist and client. These goals can involve behavior (e.g., reducing conflict), emotions (e.g., feeling happier), or self-awareness (e.g., discovering an unconscious attraction to unhealthy partners). We will continually evaluate and revise your goals as needed.

I treat children, youth, and adults with concerns including anxiety, depression, attachment issues, trauma, self-harm, identity issues, and gender questioning. I utilize a systemic, humanistic, emotionally-focused perspective with couples and families working through conflict, life transitions, blended families, grief, and loss. Additionally, I use evidence-based approaches in helping parents struggling with their child's behavioral difficulties, academic underachievement, and peer relationship problems.

In couples work, I utilize techniques based on Emotionally Focused Couples Therapy developed by Dr. Sue Johnson. Understanding, feeling, and communicating emotions create the attachment bonds that are essential in long-term, committed relationships. This approach helps couples find a deep connectedness in the dance of love. With children, families and individuals, I work from a humanistic, attachment based perspective often utilizing play and art therapy interventions. Understanding the clients in the context of the family is helpful in solving a number of difficulties including behavioral problems, academic underachievement, and social-emotional issues.

In my approach to therapy, rather than adhering to one specific school of thought, I utilize an integrative approach that carefully and thoughtfully selects from several useful models:

- Attachment theory and Emotionally-Focused Therapy states that people are affected by their early attachment figures and emotional attachments are connected to our most basic needs to survive and thrive.
- Experiential therapies involve helping individuals and families emotive more freely and healthily.
- Humanistic psychology focuses on the good in people and their growth potential.
- Systems theory states that individuals are a part of an interconnected whole.
- Cognitive-behavioral therapy is a practical approach to helping in which the therapist helps the client find solutions by changing the way the client thinks and behaves.
- Feminist theory that questions our cultural understandings and advocates for fairness.
- Lifespan Integration and Somatic Transformation for help with trauma.

This integrative model provides many methods to achieve one's goals in therapy: emotional work, improved communication, personal exploration, psychological awareness, support, psychoeducation, cognitive changes, behavioral changes, and system adjustment.

However, you should be aware of the criticisms of this integrated model: it has some evidence of efficacy but clear empirical support has not yet been established; it is perhaps more difficult to master several integrated theories rather than mastering one; and the flexibility of integrated models provides more uncertainty and complexity regarding assessment and treatment.

Social Justice

As a woman and 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.

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

You have a right to confidentiality. The only exceptions are: the reporting of child abuse as required by law, reporting of patient's potential danger to self or others, reporting of patient's grave mental disability (i.e., inability to properly care for self due to severe disability) or when ordered by a court of law to release information.

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.

Financial Responsibilities

- The standard fee is \$180 for a 60-minute session. The cost of the initial 60-minute intake session is \$180. The cost of a 90-minute session is \$245. Intake sessions with insurance are \$245. I am open to a sliding scale based on need. I have a limited amount of sliding scale spots so it may be possible that I might not have sliding scale availability. I will do my best to accommodate or provide referrals.
- I take cash, checks, and credit cards. I am an in-network provider for Premera. If you plan on using Premera insurance. Please fill out the "Insurance Financial Responsibility Policy and Procedures" form. I am an out-of-network provider for all other insurance companies. I will prepare a monthly invoice for you after payments are received, which you may wish to submit to your insurance carrier for reimbursement. Please let me know if you do have coverage so that we can discuss inclusion of a diagnosis. If you have insurance and you discover they will not reimburse you, please let me know so we can explore other options that may be available to you.
- I raised my fees periodically. 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 adjust it downward. Unless there is a prior arrangement, full payment is required at the end of each session.
- The fee for returned checks is \$50. 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 48-hour notice is required for rescheduling or canceling 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.

The No Surprise Act and The Good Faith Estimate

Under federal law, please see below an itemized list of costs and your rights. This estimate of costs is not a contract and does not obligate you to obtain clinical services from me.

Primary Services, Services Codes and Expected Charges

CPT 90791 - Psychiatric Diagnostic Evaluation: \$245

CPT 90837 - Psychotherapy (60 minutes): \$180

CPT 90846 - Family Psychotherapy without patient present (60 minutes): \$180

CPT 90847 - Family Psychotherapy with the patient present (60 minutes): \$180

Missed appointment/Late Cancellations Individual Therapy: \$180

Length, frequency, and number of sessions is dependent upon your condition and is a collaborative decision made by both provider and client. Typically, clients are seen initially weekly or bi-weekly and may continue to be seen monthly as maintenance. The estimated costs listed above are valid for 12 months from the date of the Good Faith Estimate.

Disclaimer - The Good Faith Estimate shows the costs of items and services that are reasonably expected for your health care needs. The estimate is based on information known at the time.

- The Good Faith Estimate does not include any unknown or unexpected costs that may arise during treatment. You could be charged more if complications or special circumstances occur. If this happens, federal law allows you to dispute (appeal) the bill.

- You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS). If you choose to use the dispute resolution process, you must start the dispute process within 120 calendar days (about 4 months) of the date on the original bill.
- There is a \$25 fee to use the dispute process. If the agency reviewing your dispute agrees with you, you will have to pay the price on this Good Faith Estimate. If the agency disagrees with you and agrees with the health care provider or facility, you will have to pay the higher amount. For questions or more information about your right to a Good Faith Estimate or the dispute process, visit www.cms.gov/nosurprises.

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); or 4) I am moving or closing my practice. If I have not heard from you for 14 days, I will assume that you wish to terminate your current episode of therapy, and I will close your file at that time. To honor your autonomy and protect your confidentiality, I will not send you a letter notifying you of this termination of care. You may contact me to resume therapy.

Emergencies

In a crisis or emergency, please do not call me since I am often not immediately available by phone. If you would like to speak with someone immediately, here are some numbers that are staffed 24/7: Boys Town National Crisis Hotline - 1-800-448-3000; Kitsap County Crisis Hotline - 1-800-843-4793; King County Crisis Hotline -1-866 4CRISIS or 1-866 427 4747

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.

Transfer Procedure and Professional Will

If I am suddenly unable to continue to provide therapy services to you due to my illness, injury, or death, my Professional Primary Executor Carol Pendleton, MA will contact you and provide you continuing treatment or referrals to other qualified therapists. If Carol is unable or unwilling to perform these duties, Linda Holt Ayriss, MA or Heath Foster, MA will perform them. Carol, Linda or Heath may also appoint other licensed mental health professionals to assist in the performance of these duties. By signing this agreement, you agree that Carol Pendleton, Linda Holt Ayriss, Heath Foster and other designated licensed mental health professionals may access and review your confidential records in order to provide this service in the case of my death or incapacity.

Shared Office Space

Please be aware that the office space I use is shared with other professionals, who like me are independent practitioners. This means our practices are completely unrelated and thus not part of a "group practice".

Peer Consultation

I regularly participate in peer case consultation with other professional therapists. I consult with other therapists regarding my cases because I believe our collective knowledge may help me provide you the best therapy services possible. I do not disclose names or details that would allow identification of my clients during these processes.

Legal Disputes

I am not a parent evaluator, 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. If I am compelled to provide such information, either verbally or in writing, as a part of any legal proceeding on your behalf, you agree to pay me \$300 per hour, prorated, including my travel time. Insurance will not reimburse you for these fees.

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 will not celebrate holidays or give you gifts, and 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.

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.
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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 or against me.
- *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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. You have the right to have a paper copy of this disclosure.

Children. When I treat children 12 and under, the parents or legal 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.

See 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. 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. If you do wish to communicate in these ways please sign below to indicate that you are aware that communication of this kind is not confidential.

Phone number: _____

Email address: _____

Sign _____

Date _____

I have supplied the above phone number and email address that I would like to be contacted on. By signing, I understand that this form of communication is not protected under HIPAA and I understand the risks of a breach of confidentiality.

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

The following uses and disclosures of PHI will be made only with a client's (or authorized representative's) written authorization: 1) most uses and disclosures of psychotherapy notes, if applicable; 2) uses and disclosures of PHI for marketing purposes; 3) uses and disclosures that constitute a sale of PHI; and 4) other uses and disclosures not described in the Notice of Privacy Practices. Individuals will be notified if there is a breach of unsecured PHI. You have the right to restrict certain information to health plans when you pay out-of-pocket. Additionally, if I intend to send fundraising communications to you, I must specify this and give you the right to opt out of the fundraising communications.

Records and Limited Documentation

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 Giselle Macfarlane, MA, LMFT keep no notes or records regarding items e through g above as provided in WAC 246-810-035, subsection 2.

Please sign below only if you would like limited documentation.

Print Client Name

Client Signature

Date

Giselle Macfarlane, MA, LMFT

Therapist Signature

Date

CONSENT TO TREAT

My signature below is acknowledgment that I am the client or the person authorized to consent for psychotherapeutic care for the client, that I have read and understand the information provided on this form, that I was provided this form before or during my initial session, that I have received a copy of this disclosure form including the Notice of Privacy Practices and the Good Faith Estimate, that I consent to treatment, I understand I am responsible for payment, all questions were answered to my satisfaction, and I understand I can refuse treatment at any time.

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Print Client Name		Date of Birth
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Client Signature		Date
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For children 12 years old and under		
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Print Parent or Legal Guardian Name	Client Signature	Date
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Print Parent or Legal Guardian Name	Client Signature	Date
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Giselle Macfarlane, MA, LMFT	Therapist Signature	Date
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