

Shannon McFarlin, MA, LMFT

206-399-6955

CLIENT-THERAPIST SERVICES AGREEMENT AND DISCLOSURE STATEMENT

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

Education, Qualifications & Licensure

I have a Master's Degree in Psychology with a concentration in Marriage and Family Therapy from Antioch University Seattle. I am a Licensed Marriage and Family Therapist in Washington State and my license number is LF60419272. Licensure indicates that a practitioner has met basic education, competency, and supervision standards. If you'd like more information, please contact the Department of Health, PO Box 47890, Olympia, Washington 98504-7890, (360) 236-4030.

I have experience working with individuals on a variety of issues such as anxiety, self-esteem, identity, sexuality, life transitions, abuse, anger, relationship dynamics, trauma, and improving general life satisfaction. My work with couples (both heterosexual and same-sex) includes issues such as emotional disconnect, separation and divorce, blending families, infidelity, parenting, money and finances, power differentials, boundaries, negotiating and decision-making, conflict resolution, balancing time and priorities, and sex issues.

Therapeutic Approach

Psychotherapy works best when goals are determined jointly by therapist and client. The way I like to work is to work together to establish goals at the onset of therapy and continually evaluate and revise as needed based on the progress we make together.

The kind of psychotherapy I practice focuses on strengthening your capacity for healthy relationship, both with yourself and with others. I believe that people are inherently good and want their lives and relationships to have meaning. I have unconditional positive regard for my clients and work hard to provide a safe environment to explore issues interfering with their happiness, relationships, or feeling good about themselves and their lives. Each therapeutic relationship is different and evolves over time, but some examples of the things we might do together are:

- Uncovering areas in which you could be living a more truthful and authentic life
- Understanding how unmet needs are being expressed in your relationships, and how that is serving you or keeping you stuck in old patterns
- Exploring how your early childhood experiences are affecting your life and relationships
- Processing painful experiences in a way that makes you feel heard and validated
- Identifying and understanding how unhelpful thoughts and emotions can influence your perception and behavior

If at any time you decide that my approach is not be a good fit for you and that our time together is not useful, please feel free to ask me for a referral to an alternative therapist. There are many competent therapists in the Seattle area and I would not be at all offended.

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.
 - 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

- 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.
- The revised Notice of Privacy Practices must be made available to you on request and is posted on my website. New clients will be provided with a copy of the revised NPP.

As a client under the care of a licensed psychotherapist, you have the right to confidentiality. I cannot release 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.

- If you give me information about the abuse or neglect of a child or vulnerable adult, I must inform Child or Adult Protective Services within 48 hours.
- If I have good reason to believe that you will imminently harm another person I may legally give this information to the police.
- If I believe that you are in imminent danger of harming yourself I may legally break confidentiality and call the police or the county crisis team.
- In the case of a judge-ordered subpoena, I am required to submit information to the court unless I have reason to believe that this disclosure will harm the client.
- Under the provisions of the Health Care Information Act of 1992, I may legally speak to another health care provider or a member of your family about you without your prior consent, but I will only do so in an emergency.
- If you file a lawsuit or complaint against me, I am permitted to disclose information as relevant for my defense.
- If you file a worker's compensation claim for which your psychotherapy is relevant, I must legally provide a copy of your record to your employer and the Department of Labor and Industries.

- Parents of children under the age of 13 years old have a right to see their child's treatment records without the child's permission.
- Consultation with my supervisor and 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.

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

In couple and family therapy, I believe that secrets can be destructive to relationships. 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.

If I see you 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.

If you elect to communicate with me by email, please be aware that email is not completely confidential. And please be aware that I may not be able to respond quickly to your emails and phone texts.

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

Distance Therapy / Tele-health

Distance therapy includes telephone-based therapy, televideo-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, I will need to follow the laws in your area as well as my area regarding therapy.

Fees & Cancellation Policy

My sessions are typically 50 minutes, unless we arrange for a longer appointment. My fees are as follows:

- \$125 for individuals
- \$150 for couples
- \$225 for couples discernment counseling (80-minute session)
- \$50/hr administrative fee for addressing insurance problems
- \$250/hr for addressing legal issues

The fee is payable at the end of each session. I accept cash, check, PayPal, Visa, MasterCard, AMEX, or Discover. I currently am unable to accept health insurance.

If I spend more than 10 minutes on the phone or reading and responding to emails from you during a given week I will need to bill you on a prorated basis for that time. My fees go up \$5 every year 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 adjust it downward. I may end the therapeutic relationship if you have a significantly overdue balance, are non-compliant with treatment recommendations or are not consistently showing up for appointments. **A minimum of 24 hours 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 an outstanding balance, you agree to pay the legal costs incurred in the collection of said debt.

Telephone Availability, Emergencies, & Vacations

I typically return calls during normal business hours, Monday through Friday. I generally do not check voicemail or return calls on the weekends. 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. If I am on vacation or otherwise unavailable, I will have another therapist cover my practice and provide you with their name and phone number. This covering therapist is bound by the same laws and rules as I am to protect your confidentiality.

Legal Disputes

If you 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.

Dual Relationships

As your therapist, it is unethical of me to be close friends with or socialize with you. Therapists cannot ever have a sexual or romantic relationship with any client before, during, or after the course of therapy. Even though you are free to invite me, I will not be able to attend personal events such as parties or weddings. I will also not be able to accept gifts from you.

Complaints & Termination of Service

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 contact the Department of Health, PO Box 47890, Olympia, Washington 98504-7890, (360) 236-4030.

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 learn that you are close friends with one of my relatives; 4) I am moving or closing my practice.

Records

I maintain records in a secure location that cannot be accessed by anyone else. The 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. If you desire to make this request, fill in the following:

I _____ hereby request that Shannon McFarlin, LMFTA 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

Shannon McFarlin, MA, LMFTA

Date

Your signature below is acknowledgement that you are the client or the person authorized to consent for psychotherapy care for the client, you have read and understand the disclosure information provided, you have received a copy of this disclosure form, you consent to treatment, you understand that you can refuse treatment at any time, and you accept responsibility for payment of fees in accordance with these terms and conditions. This agreement constitutes informed consent without exception.

Print Client Name

Client Signature

Date

Print Client Name

Client Signature

Date

Print Client Name

Client Signature

Date

Shannon McFarlin, MA, LMFTA

Date

Please provide the following information

Name:

Birth date:

Mailing address:

Residential address (if different):

Home number:

Mobile number:

Email address:

Employer:

Occupation:

Other therapists involved with the family:

Your medical doctor's name and number:

How you heard about me:

Emergency contact person and their contact information (if there is an emergency during our work together, or I become concerned about your personal safety, I am required by law and by the rules of my profession to contact someone close to you):