

PSYCHOTHERAPY INFORMATION DISCLOSURE STATEMENT

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Provision of the following information and written acknowledgment of its receipt are required by Washington State law. Please read it carefully. I welcome the opportunity to discuss any questions or concerns you may have regarding this agreement or my services.

Therapy relationship works in part because of clearly defined rights and responsibilities of each person. These rights and responsibilities help create the safety to take risks and the support to become empowered to change. As a client in psychotherapy, you have certain rights that are important for you to know about because this is your therapy, meant for your well-being. There are also limitations on those rights that you should know about.

My Responsibilities to You as Your Therapist and Your Rights

Confidentiality

As a client of a counselor registered or licensed by the State of Washington, you have privileged communications under state law. With the exception of specific exceptions listed below, you have the right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. 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 not do so unless the situation is an emergency. I will always act to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you.

If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider.

Please indicate your agreement to send/receive emails by initialing here despite their vulnerability: _____

If you do not initial above, I understand that you do not wish to communicate via email.

The following are legal exceptions to your right to confidentiality. I would inform you any time I think I will have to put these into effect.

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately. If you are between the ages of 16 and 18 and you tell me that you are having sex with someone more than five years old than you, or sex with a teacher or a coach, I must also report this to CPS, even though at age 16 you have the right to consent to sex with someone no more than five years older than you. I would inform you before I took this action.
3. 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. I am not obligated to do this, and would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.
4. If you are currently in litigation, or become involved in litigation during treatment or file a complaint against someone for malpractice, you may be asked to disclose information regarding your therapy as part of that process. Although I will request your consent to release information, I can be legally obligated by subpoena or court order to turn over my records and testify. Nevertheless, please inform me as soon as you know that you are likely to be in such a legal situation, so that I can exercise due caution as to protect your privacy.
5. If you tell me of the behavior of another named health or mental health care provider that informs me that this person has either a. 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 would 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.
6. If you submit claims to your insurance company, they will likely require some information regarding your treatment with me. Most insurance companies only require basic information, often including a psychiatric diagnosis. You have the right to know the diagnosis that I use in my communication with your insurance company or other third-party payer or agency. All of the diagnoses that I use come from the Diagnostic and Statistical Manual of Mental Disorders (Fifth Edition, DSM-V). A copy of this book is available to you to examine upon request. If this is a concern for you, please check with your insurance company regarding your eligibility for benefits and with me regarding the policies and procedures I use concerning health insurance or other third party coverage. I cannot guarantee that your treatment with me will be covered.

7. If you have been referred to me by an Employee Assistance Program (EAP) for evaluation, I may be required to disclose basic information about the evaluation such as a description of the problem, diagnosis, and therapeutic recommendation. I will share with you information I will send to the EAP representative at your request. You are free to get a second opinion, although the financial obligation you incur in obtaining one must be settled between you and your EAP agency.
8. This is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in couples therapy with me. If you are seeing me in couples or family therapy, and you, your partner or another family member should happen to see me in an adjunctive session, information shared with me in that meeting may be shared by me in joint or family sessions if I believe it to be in the best interest of the work we are doing together. If you are involved in an affair, please do not disclose this information to me without your partner present with the expectation that I will keep this kind of secret; this is not a secret that I can keep.
9. If our therapeutic relationship involves more than one person (e.g. spouse, parent, partner) I will not release any information to a third party (court, attorney, etc.) without the signed permission of all parties involved in our therapeutic work together except as required by law. Your signature on this disclosure statement represents agreement to this requirement.

In some cases, it will be useful to the therapy for me to discuss your situation with others, such as your physician or a former therapist. In such cases, I will seek your written permission for this exchange of information. In addition, I may consult with colleagues regarding my work with clients to gain feedback and suggestions about directions for our work. During these consultations, your identity will be protected and confidentiality maintained.

Use and Disclosure of Substance Use Disorder Records Subject to 42 CFR Part 2: If applicable, your substance use disorder (“SUD”) records are protected by federal law under 42 C.F.R. Part 2 (“Part 2”). This law provides extra confidentiality protections and requires a separate patient consent for the use and disclosure of SUD counseling notes. Each disclosure made with patient consent must include a copy of the consent or a clear explanation of the scope of the consent. It must also be accompanied by a written notice containing the language in 42 CFR Part 2.32(a). Disclosure of these records requires your explicit written consent, except in limited circumstances such as: (a) Medical Emergencies: to the extent necessary to treat you, (b) Reporting Crimes on Program Premises, (c) Child Abuse Reporting: In connection with incidents of suspected child abuse or neglect to appropriate state or local authorities, and (d) Fundraising: We will provide you with an opportunity to decline to receive any fundraising communications prior to making such communications. You may revoke this consent at any time.

Prohibitions on Use and Disclosure of Part 2 Records: SUD records received from programs subject to Part 2, or testimony relaying the content of such records, shall not be used or disclosed in civil, criminal, administrative, or legislative proceedings against you unless based on your written consent, or a court order after notice and an opportunity to be heard is provided to you or the holder of the record,

as provided in Part 2. A court order authorizing use or disclosure must be accompanied by a subpoena or other legal requirement compelling disclosure before the requested SUD record is used or disclosed. If SUD records are disclosed to us or our business associates pursuant to your written consent for treatment, payment, and healthcare operations, we or our business associates may further use and disclose such health information without your written consent to the extent that the HIPAA regulations permit such uses and disclosures, consistent with the other provisions in this Notice regarding PHI.”

You have the right to a paper copy of this notice. You may ask me to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. To obtain a paper copy of this notice contact me at 206-551-2547 or email elizabethjfranklin@gmail.com.

Record-keeping

If you prefer that I keep no records about the content of our sessions in your official file, you must give me a written request to this effect for your file, and I will only note that you attended and paid for therapy in the record. Under the provisions of the Health Care Information Act of 1992, you have the right to a copy of your file at any time. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request. I maintain your records in a secure location that cannot be accessed by unauthorized personnel.

Diagnosis

If a third party such as an insurance company is paying for part of your bill, I am usually required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. The diagnoses come from a book titled the DSM-5.

Other Rights

You have the right to ask questions about anything that happens in therapy. I'm always willing to discuss how and why I've decided to do what I'm doing and to look at alternatives that might work better. Feel free to ask me to try something that you think will be helpful. You can ask me about my training in working with your concerns, and can request that I refer you to someone else if you decide I'm not the right therapist for you. You are free to leave therapy at any time.

Managed Mental Health Care

If your therapy is being paid for in full or in part by a managed care firm, there are usually further limitations to your rights as a client imposed by the contract of the managed care firm. These may include their decision to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, or to require you to use medication if their reviewing professional deems it appropriate. They may also decide that you must see another therapist in their

network rather than me if I am not on their list. Such companies also may require reports of your progress in therapy, and on occasion, copies of your case file. I do not have control over any aspect of their rules. However, I will do all that I can to maximize the benefits you receive by filing necessary forms and gaining required authorizations for treatment, and assist you in advocating with the company as needed.

If my care is being paid for by health insurance, by signing this form, I authorize the release of any medical or other information necessary to process that claim. I also request payment of government benefits either to myself or the party who accepts assignment below (Elizabeth Franklin, MS, LMFT). I authorize payment of medical benefits to the supplier for services described herein (Elizabeth Franklin, MS, LMFT).

My Training and Approach to Therapy

I have a Masters in Marriage and Family Therapy earned in 2000 at Seattle Pacific University. I am a licensed Marriage and Family Therapist in Washington State. I engage in on-going education each year, including both formal and informal training.

I work collaboratively with clients to determine their goals for therapy. My understanding of human behavior is informed by psychodynamic psychotherapy. This approach helps explain who we are, why we do the things we do, and what it is that interferes with realizing successful relationships and lives. In addition to this approach, I draw upon a wide range of therapeutic interventions to make the most effective counseling experience possible, including Emotionally Focused Couples Therapy and cognitive-behavioral therapy.

You have the right to refuse anything that I suggest. I do not have social or sexual relationships with clients or former clients because that would not only be unethical and illegal, it would be an abuse of the power I have as a therapist.

Therapy has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you have. You may find your relationship with me to be a source of strong feelings, some of them painful at times. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

You normally are the one who decides therapy. If you or I decide we are not a good fit, I will offer you referrals to other sources of care, but cannot guarantee that they will accept you for therapy. If you experience an emergency when I am unavailable, please call the Crisis Clinic at 206-461-3222. If you believe that you cannot keep yourself safe, please call 911, or go to the nearest hospital emergency room for assistance.

We typically will meet weekly or bi-weekly for 55 minutes or 80 minutes, depending on circumstances.

The Washington State Department of Health requires all counselors to inform their clients that the following are violations of the law (RCW 18.130.180):

1. The commission of any act involving moral turpitude, dishonesty, corruption relating to the practice of the person's profession, whether the act constitutes a crime or not;
2. Misrepresentation in obtaining license; Advertising that is false, fraudulent or misleading; Incompetence, negligence, or malpractice which results in injury to a patient; Suspension, revocation, or restriction to practice counseling; The possession, use, prescription for use, or distribution of controlled substances or illegal drugs; Violation of a state or federal statute or rule that regulates counselors and hypnotherapists, including rules defining standards of practice for certified counselors; Failure to cooperate with the disciplining authority; Failure to comply with an order issued by the disciplining authority; Aiding or abetting an unlicensed person to practice when a license is required; Violations of rules established by any health agency; Practice beyond the scope of practice as defined by law or rule; Misrepresentation or fraud in any aspect of the conduct of the business or profession; Failure to adequately supervise auxiliary staff to the extent that the consumer's health or safety is at risk; Practicing counseling or hypnotherapy while suffering from a contagious or infectious disease in a way that would pose a serious risk to public health; Promotion for personal gain of any drug, device, treatment, procedure or service that is unnecessary or has no acceptable benefit to the client; Conviction of any gross misdemeanor or felony relating to the practice of the person's profession; The procuring, or aiding or abetting in procuring, a criminal abortion; The offering, undertaking, or agreeing to cure or treat disease by a secret method, procedure, or treatment; The willful betrayal of a practitioner-patient privilege as recognized by law; Violation of Chapter 19.68 RCW; Interference with an investigation or disciplinary proceeding by willful misrepresentation of facts before the disciplining authority or its authorized representative; Misuse of alcohol, controlled substances, or illegal drugs; Abuse of a client or sexual contact with a client; Acceptance of more than a nominal gratuity where a conflict of interest is presented and based on recognized ethical standards. Also, the Washington State Department of Health wants you to know that: "Counselors practicing counseling for a fee must be registered or certified with the Department of Health for the protection of the public health and safety. Registration of an individual with the department does not include a recognition of any practice standards, nor necessarily implies the effectiveness of any treatment, does not include a recognition of any practice standards, nor necessarily implies the effectiveness of any treatment." (WAC 246-810-031) The purpose of the Counselor Credentialing Act that regulates counselors is: "(A) To provide protection for public health and safety; and (B) to empower the citizens of the state of Washington by providing a complaint process against those counselors who would commit acts of unprofessional conduct." (WAC 246-810-030j) If you have any concerns about your counselor, you may want to first share your concerns directly with the counselor. Many times, issues can be resolved by open communication. You may also contact: Washington State Department of Health Counselor Programs P.O. Box 47869 Olympia, WA 98504-7869 Telephone (360) 664-9098

If you believe I have behaved in an unprofessional or unethical manner, please advise me so that the problem can be clarified and resolved. If you believe that this does not resolve the issue, you may

contact one or both of the following: Washington State Department of Health Counselor Programs P.O. Box 47869 Olympia, WA 98504- 7869. Telephone (360) 664-9098.

Your Responsibilities as a Therapy Client

You are responsible to come to your session on time and at the time we have scheduled. Sessions last for 55 or 80 minutes. If you are late, we will end on time and not run over into the next person's session. If you miss a session without canceling or cancel with less than twenty-four hours notice, you must pay for that session at our next regularly scheduled meeting. I cannot bill missed or late-canceled sessions to insurance. The only exception to that rule is if you would endanger yourself by attempting to come (e.g., driving on snowy roads), or if you or someone whose caregiver you are has fallen ill suddenly.

You are responsible for paying for your session weekly unless we have made other arrangements. Emergency phone calls of less than ten minutes or short in-between session emails are not billed for; calls or emails of a longer nature may be billed for in 15-minute increments. If a fee raise is approaching, I will inform you of this in advance. Payment is due at the time of the session. I accept only cash or check.

Telehealth Services

Risks and Benefits of Telehealth

At your request, and if it is therapeutically appropriate, we may make use of technology-assisted distance counseling tools (“telehealth”) such as an internet enabled video and/or audio services. It is important that you understand the benefits and limitations of such services.

- Telehealth services may improve your access to counseling, may reduce your costs associated with counseling (such as commuting costs), and may support more effective use of in-person counseling.
- If you are located outside of the State of Washington, the counseling services Elizabeth is allowed to provide to you may be limited or prohibited. If you are located outside of the State of Washington, we will discuss what services may be available to you.
- Telehealth services are not appropriate for all clients and all situations. If you or Elizabeth determine that Telehealth services are not appropriate for you, I will assist you in obtaining face-to-face counseling.
- Successful use of Telehealth services requires a reasonable level of access to computer hardware and software or a telephone for phone sessions. If you do not have access to such resources, we can discuss available alternatives.
- At times it may become necessary for us to allow access to our computer hardware and software for purposes of system maintenance, repair, upgrades, or other similar purposes. In such cases, we will make reasonable efforts to protect your confidential information.
- Telehealth services may not be reimbursed by some insurance plans. In such cases, payment for Telehealth services remains your sole responsibility.
- It is your responsibility to choose a secure location to interact with technology-assisted media and to be aware that without sufficient safeguards, third parties may overhear our communications or may gain access to the technology you are using. Some basic safeguards may include communicating only

