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INFORMED CONSENT 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 Washington State. My license number is LF61123518. Licensure indicates that a practitioner has met basic education, competency, and supervision standards. If more information is needed, contact the Department of Health, PO Box 47890, Olympia, Washington 98504-7890, (360) 236-4030.

Qualifications

I obtained a master's degree in Couple and Family Therapy from Antioch University Seattle. I also receive a bachelor's in Criminal Justice with a concentration in Corrections and Child Advocacy from Winona State University in Minnesota.

I have been a psychotherapist since 2017. I have worked with various different families (including foster care and adoptions) struggling with child welfare, and other legal systems since 2007.

I have experience with individuals, couples, and families on the following issues: relationship issues, personality disorders, trauma recovery, teen issues, couples, families, mood disorders, anxiety, post-traumatic stress disorder, anger management, domestic violence, substance addiction, sex addiction, parenting, sexuality, spirituality (I am religion friendly), and sexual orientation issues (I am an LGBTQIA ally and poly-friendly).

Social Justice

I advocate for social justice and 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.

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.

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:

- Relational psychodynamic theory and attachment theory states that people are affected by their early attachment figures.
- Experiential therapies involve helping individuals and families emote 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.

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.

Financial Responsibilities

The fee is \$150 for an hour session plus \$25 per hour of drive time to and from for in-home sessions. My fees go up \$10 every three years and I will remind you of this increase in advance. For situations in which my fee would lead to severe economic hardship, I am willing to adjust it downward. Unless there is a prior arrangement, full payment is required at the beginning of each session. The fee for returned checks is \$50. If I spend more than 15 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. A minimum of a 48-hour notice is required for rescheduling or cancelling an appointment or you may be charged the full fee. If you fail to make or arrange for payment of the outstanding balance, you agree to pay the legal costs incurred in the collection of said debt.

Benefits and Risks of Therapy

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

While you consider these risks, you should know also that the benefits of therapy have been shown by scientists in hundreds of well-designed research studies. Therapy can help people feel less depressed or anxious. Clients' relationships and coping skills may improve greatly. Their personal goals and values may become clearer. And they may grow in many ways.

Client Rights and Responsibilities

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 at 360-236-4700.

You should also know that I am but one therapist employing one particular approach to psychotherapy. If our time together is not useful, there are many competent therapists in the Seattle area. I would not be insulted if you asked for a referral for an alternative therapist. Also, if for some reason treatment is not going well, I might suggest you see another professional in addition to or instead of me.

To assure quality of care, it is your responsibility to keep me fully up-to-date about any changes in your feelings, thoughts, and behaviors and to cooperate with treatment to the best of your ability.

Termination of Service

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

Emergencies

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

Vacations

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

Social Media

Because of the nature of my work, which requires maintaining a safe and confidential environment for my clients, I do not “friend” individuals who are or were my clients. I will not respond to “friend” requests, and I will not “follow” you. This protects you from being exposed to unhelpful details about my life and from being discovered as one of my clients. It also protects my right to privacy. This extends even after termination of our professional relationship. I discourage you from commenting on my social media accounts. If you do comment, I will not respond to your comments. This protects you from being exposed as one of my clients and from you confusing social media with proper care. I discourage you from attending a podcast live event, but if you do attend, please alert me beforehand so we can discuss measures to protect your confidentiality and care. Similar to in-person meetings with you, I might be required by law to contact the authorities if you reveal on social media that you or someone else is in serious harm or if you reveal a child or dependent adult is being abused. If you have any questions or concerns about this, please let me know. It’s my job to answer your questions and address your concerns.

Legal Disputes

If you ever become involved in a legal dispute (e.g., divorce or custody dispute), I will not willingly participate if subpoenaed. I will not provide evaluations or expert testimony in court unless expressly discussed and agreed to – you should hire a different professional for that service.

Multiple Relationships

I can only be your therapist. It is unethical for a therapist to be a close friend or socialize with a client. Therapists cannot ever have a sexual or a romantic relationship with any client before, during or after the course of therapy. Even though you are free to invite me, I will not attend your family gatherings, such as parties or weddings. I will not celebrate holidays or give you gifts, and I may refuse gifts for 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 to the Department of Health at 360-236-4700, or 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 the following 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. 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.

- *Mandated reporting:* 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.
- *Duty to protect:* 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.
- *Criminal activity against me:* 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 guardians have access to the child's PHI.

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

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

Email and text. If you elect to communicate with me by email or phone text, please be aware that email and phone texts are not completely confidential since they can be stored electronically, accidentally forwarded or sent to the wrong address, viewed by malicious hackers, viewed by employers and other IT personnel, etc. And please be aware that I may not be able to respond quickly to your emails and phone texts.

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.

Marissa Pennoyer, LMFT

Date

CLIENT INFORMATION FORM

Name(s): _____

Birth date(s): _____

Gender(s) and pronoun(s): _____

Mailing address: _____

Residential address (if different): _____

Home number: _____

Mobile number: _____

Email address(es): _____

May I contact you at these addresses and phone numbers? Yes No

Your medical doctor's name and number: _____

Other therapists involved and phone number or email: _____

Employer(s): _____

Occupation(s): _____

How did you hear 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):

People you live with and their relation to you:

What are your goals for therapy?