



## Policies and Practices

*THIS NOTICE DESCRIBES HOW MEDICAL/MENTAL HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. Effective February 1, 2016*

**CONFIDENTIALITY:** All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission except where disclosure is required by law.

**WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW:** Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members communicate to **WMY Counseling** that the client presents a danger to others. Disclosure may also be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by **WMY Counseling**. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. **WMY Counseling** will use therapist clinical judgment when revealing such information. **WMY Counseling** will not release records to any outside party unless therapist is authorized to do so by all adult parties who were part of the family therapy, couples therapy or other treatment that involved more than one adult client.

**EMERGENCY:** If there is an emergency during therapy, or in the future after termination, where **WMY Counseling** becomes concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, therapist will do whatever therapist can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, therapist may also contact the person whose name you have provided on the biographical sheet.

**HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS:** Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you so instruct **WMY Counseling**, only the minimum necessary information will be communicated to the carrier. **WMY Counseling** has no control over, or knowledge of, what insurance companies do with the information therapist submits or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies, which also puts you in a vulnerable position.

**HEALTH INSURANCE & BILLING:** I authorize **WMY Counseling** to release any medical information to my insurance company which may be deemed necessary in order to process an insurance claim. I authorize my insurance company to assign benefits to **WMY Counseling**. I understand that I am responsible for payment for services rendered by **WMY Counseling** regardless of reimbursement for these services by the insurance company and that any inaccuracy in information may result in nonpayment by my insurance company. I agree to notify **WMY Counseling** immediately whenever I have changes in my health plan coverage.



**LITIGATION LIMITATION:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that, should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney(s), nor anyone else acting on your behalf will call on **WMY Counseling** to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

**CONSULTATION:** **WMY Counseling** consults regularly with other professionals regarding her clients; however, each client's identity remains completely anonymous and confidentiality is fully maintained.

**E-MAILS, CELL PHONES, COMPUTERS, AND FAXES:** It is very important to be aware that computers and unencrypted email, texts, and e-faxes communication (which are part of the clinical records) can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Emails, texts, and e-faxes, in particular, are vulnerable to such unauthorized access due to the fact that servers or communication companies may have unlimited and direct access to all emails, texts and e-faxes that go through them. While data on **WMY Counseling's** laptop is encrypted, emails, texts and e-fax may not be. It is always a possibility that e-faxes, texts, and email can be sent erroneously to the wrong address and computers. **WMY Counseling's** laptop is equipped with a firewall, a virus protection and a password, and we back up all confidential information from a computer on a regular basis onto an encrypted hard-drive. Also, be aware that phone messages may be transcribed and sent **WMY Counseling** via unencrypted emails. Please notify **WMY Counseling** if you decide to avoid or limit, in any way, the use of email, texts, cell phones calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted email, texts or e-fax or via phone messages, will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and he will honor your desire to communicate on such matters. Please do not use texts, email, voice mail, or faxes for emergencies.

**RECORDS AND YOUR RIGHT TO REVIEW THEM:** Both the law and the standards of **WMY Counseling** profession require that therapist keep treatment records for at least 6 years. Please note that clinically relevant information from emails, texts, and faxes are part of the clinical records. Unless otherwise agreed to be necessary, **WMY Counseling** retains clinical records only as long as is mandated by Texas law. If you have concerns regarding the treatment records, please discuss them with **WMY Counseling**. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when **WMY Counseling** assesses that releasing such information might be harmful in any way. In such a case, **WMY Counseling** will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, and upon your request, **WMY Counseling** will release information to any agency/person you specify unless **WMY Counseling** assesses that releasing such information might be harmful in any way. When more than one client is involved in treatment, such as in cases of couple and family therapy, **WMY Counseling** will release records only with signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

**TELEPHONE & EMERGENCY PROCEDURES:** If you need to contact **WMY Counseling** between sessions, please leave a message at the answering service 254-723-5421 and your call will be returned as soon as possible. **WMY Counseling** checks therapist messages a few times during the daytime only, unless therapist is out of town. If an emergency situation arises, indicate it clearly in your message and if you need to talk to someone right away call Psychiatric Emergency Services. (Houston): (281) 893-7200, 24-hour crisis line (Houston): (713) 533-4500 or the Police: 911. Please do not use texts, email or faxes for emergencies. **WMY Counseling** does not always check therapist email or faxes daily.



**MEDIATION & ARBITRATION:** All disputes arising out of, or in relation to, this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of **WMY Counseling** and the client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Harris County, Texas in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, **WMY Counseling** can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

**THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE:** Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Psychotherapy requires your very active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. **WMY Counseling** will ask for your feedback and views on your therapy, its progress, and other aspects of the therapy and will expect you to respond openly and honestly. Sometimes more than one approach can be helpful in dealing with a certain situation. During evaluation or therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort or strong feelings of anger, sadness, worry, fear, etc., or experiencing anxiety, depression, insomnia, etc. **WMY Counseling** may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations, which can cause you to feel very upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, **WMY Counseling** is likely to draw on various psychological approaches according, in part, to the problem that is being treated and therapist assessment of what will best benefit you. These approaches include, but are not limited to, behavioral, cognitive-behavioral, cognitive, psychodynamic, existential, system/family, developmental (adult, child, family), humanistic or psycho-educational. **WMY Counseling provides neither custody evaluation recommendation** nor medication or prescription recommendation nor legal advice, as these activities do not fall within therapist's scope of practice.

**TREATMENT PLANS:** Within a reasonable period of time after the initiation of treatment, **WMY Counseling** will discuss with you therapist working understanding of the problem, treatment plan, therapeutic objectives, and therapist view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, **WMY Counseling**'s expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

**TERMINATION:** As set forth above, after the first couple of meetings, **WMY Counseling** will assess if therapist can be of benefit to you. **WMY Counseling** does not work with clients who, in therapist opinion, therapist cannot help. In such a case, if appropriate, therapist will give you referrals that you can contact. If at any point during psychotherapy, **WMY Counseling** either assesses that therapist is not effective in helping you reach the therapeutic goals or perceives you as non-compliant or non-responsive, and if you are available and/or it is possible and appropriate to do, therapist will discuss with you the termination of treatment and conduct pre-termination



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counseling. In such a case, if appropriate and/or necessary, therapist would give you a couple of referrals that may be of help to you. If you request it and authorize it in writing, **WMY Counseling** will talk to the psychotherapist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, **WMY Counseling** will give you a couple of referrals that you may want to contact, and if he has your written consent, he will provide her or him with the essential information needed. You have the right to terminate therapy and communication at any time. If you choose to do so, upon your request and if appropriate and possible, **WMY Counseling** will provide you with names of other qualified professionals whose services you might prefer.

**DUAL RELATIONSHIPS:** Despite a popular perception, not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs **WMY Counseling's** objectivity, clinical judgment or can be exploitative in nature. **WMY Counseling** will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. It is important to realize that in some communities, particularly small towns, small communities, military bases, university campuses, spiritual and rehabilitation communities, etc., multiple relationships are either unavoidable or expected. **WMY Counseling** will never acknowledge working with anyone without therapist written permission. Many clients have chosen **WMY Counseling** as their therapist because they knew him/her before they entered therapy with him/her, and/or are personally aware of therapist professional work and achievements. Nevertheless, **WMY Counseling** will discuss with you the often-existing complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is your responsibility to advise **WMY Counseling** if the dual or multiple relationship becomes uncomfortable for you in any way. **WMY Counseling** will always listen carefully and respond to your feedback and will discontinue the dual relationship if therapist finds it interfering with the effectiveness of the therapy or your welfare and, of course, you can do the same at any time.

**SOCIAL NETWORKING AND INTERNET SEARCHES:** At times, I may conduct a web search on my clients before the beginning of therapy or during therapy. If you have concerns or questions regarding this practice, please discuss them with me. I do not accept friend requests from current or former clients on social networking sites, such as Facebook. I believe that adding clients as friends on these sites and/or communicating via such sites can compromise their privacy and confidentiality. For this same reason, I request that clients not communicate with me via any interactive or social networking web sites.

**COMPLAINTS:** An individual who wishes to file a complaint against a Licensed Professional Counselor may write to: *Complaints Management and Investigative Section, P.O. Box 141369, Austin, Texas 78714-1369* or call 1-800-942-5540 to request the appropriate form or obtain more information.

**INFORMED CONSENT:** I have received and understand the contents of the Counseling Policies, including the Notice of Privacy Practices (HIPAA). I have read the above Policies and Practices (a total of 4 pages); I understand them and agree to comply with them. My signature below indicates that I am consenting to treatment with **WMY Counseling**. If I have questions, the information has been explained and/or summarized for me.

**Client's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Psychotherapist's Name (print)** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_