

Michelle Lechnyr, M.A., LMFT

Emmaus Counseling Center

425.869.2644, ext. 15

CLIENT DISCLOSURE AND OFFICE POLICY STATEMENT

It is very important that you read the entire document carefully before your first appointment. You do not have to sign until you have had a chance to ask questions you have before therapy.

General Standards

As a marriage and family therapist, licensed by the state of Washington, I subscribe to strict ethical principles. I work from a cognitive-behavioral orientation, as well as other orientations as needed, to provide the best level of care for my client's particular situation. I recognize that changes in behavior can lead to changes in thoughts and beliefs and conversely, that changes in thoughts and beliefs can lead to behavioral change. I work collaboratively with my clients as they learn to handle difficult emotions, complex health care issues, and problematic behaviors. I also encourage coordination of care with other providers to ensure optimal treatment outcomes.

Occasionally individuals may go through periods in therapy that may result in increased emotional discomfort, changes in their relationships, or a temporary worsening of symptoms. These periods should subside as the work progresses. Remember that the client always retain the right to request changes in treatment or to refuse treatment. I encourage my clients to discuss any personal doubts, concerns, or discomforts regarding treatment, at any time.

Cancellations/Appointments

Individual sessions are arranged by appointment only and are 45-60 minutes in length. If you are late, you will lose that portion of time from your session. Cancellation of sessions should be avoided. If you need to cancel, you will not be charged for the appointment if you notify us 24 hours in advance of the scheduled appointment. This is a company wide Emmaus policy, and we do not offer exceptions. No show/no call or late canceled sessions will be charged to you at \$80.00. Fees for missed sessions are not reimbursable by insurance companies. Cancellations can be phoned into the office any time, during BUSINESS HOURS (Monday through Friday 8-5). Example: If a client has to cancel a Monday appointment at 11:00 am- a call will need to be made Friday at 11:00 am.

Confidentiality

I comply with the Federal HIPAA laws and have provided everyone with a copy of these policies on confidentiality prior to treatment. I abide by the laws and ethical principles that govern privilege and confidentiality. In most cases, but not all, I will not disclose to anyone anything a client tell me, not even the fact that they are a client, without written permission via a signed release of information form. An exception of this policy is below. In all cases, if I see a client in other places outside the office, I will not approach or greet in order to respect confidentiality. If one would like to talk with me outside the office, please approach me.

There are a few exceptions to confidentiality standards:

1. It is legally required of me to act so as to prevent physical harm to others or to society when there is "clear and imminent" danger of that happening.

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2. I am ethically bound to act to protect my client or others from harm.
3. I am ethically bound to report cases of ongoing child, elder, and disabled abuse.
4. I may have to release information regarding your treatment to insurance carriers as required for payment or review of your claim, e.g., Workman Compensation, Motor Vehicle Accidents, etc. Due to this, there are limitations to confidentiality, and the client will be asked to sign a release of information form for treatment.
5. I may have to release records when ordered to do so by court subpoena if any legal proceedings affect treatment. However, I will discuss the details of privilege beforehand and request a written release if we judge this to be in best interest.
6. I may use electronic transmission to send treatment plans, reports or evaluations to insurance company, specific agencies or other providers.
7. I routinely seek confidential consultation on client's cases without identifying information to ensure quality and optimal level of care.

Joint Sessions for an Individual

During the course of assessment and treatment, I may decide to include someone from your family, if you desire, in the therapy session. At that time, participating family members will be asked to sign a Non-Client Disclosure Form indicating that, although they may be present and engaged in sessions, they are not my client(s). Accordingly, the tenets of confidentiality and legal privilege will not extend to them. The identified client will remain the client and will retain the right to access the therapy records and/or release them to a third party, with exceptions as allowed or required by law. The purpose of joint sessions will be to address individual concerns and will be discontinued if they do not appear to be beneficial towards reaching treatment goals.

Current Litigations for Lawsuits

As a licensed marriage and family therapist, serving in a therapeutic role, I have an ethical responsibility to inform my clients, that I will not be a party to current legal proceedings, or legal proceedings against current or former clients, nor will I provide clients with an objective evaluation or opinion regarding current litigations. My goal is to support my clients to achieve therapy goals, not to address legal issues that require an adversarial approach or objective evaluation, as I do not possess the data set to arrive at valid conclusions in this setting. If an objective evaluation is needed for the court or lawyer, this needs to be done by an independent medical examiner, not your treating mental health therapist. As a Client entering treatment you agree not to involve us in legal/court proceedings or attempt to obtain records of treatment for legal/court proceedings when therapy has been unsuccessful at resolving disputes. This prevents the misuse of your treatment for legal objectives.

Telephone Calls and Emergencies

Our voice mail service enables you to call our office at any time, day or night, and leave a message for a return call. We check our phone messages regularly and normally return calls within 24 hours, usually sooner. In the case of a life-threatening emergency, go to the nearest hospital emergency room or call 911. Do not use email or text for emergency situations. Please use email and text only for non-emergency administration situations. Please note that emails are not exempt from being subpoenaed if you become part of a legal case and may become part of your official chart. Please understand that email is never 100% confidential. Due to privacy issues and sensitive material discussed in therapy, tape recording sessions are not allowed.

Fees

Our fees for therapeutic services are covered by most insurance companies. Please check with us for specifics. We do not offer a sliding scale fee, and if you choose to pay cash because you do not have insurance you may. You are agreeing to pay for all services provided prior to the discontinuation of treatment. You can discontinue treatment at any time by phone or in person.

Our contract for professional services and payment is with you. If you choose to use your health insurance coverage, we will submit claims on your behalf through our billing service. You are asked to pay your co-payment or non-covered amounts at the time of service. We do not hold a balance for people, or send bills to you for copays that are due at the time of the appointment. Mental health reimbursement policies differ dramatically from one insurance company to another. It is often difficult to predict the services and fees different plans will cover. For this reason, it is important to discuss these issues in your early sessions or when there is any change in your insurance to avoid confusion and problems that could interfere with our work together. Regardless of the insurance company's handling of the claim, you are responsible for all fees.

Assignment of Benefits

You hereby assign all financial benefits such as health insurance, medical accident/injury benefits, Worker's Compensation benefits, second insurance, private insurance and other health plans to Michelle Lechnyr. This assignment will remain in effect until revoked by you in writing after all bills for services have been paid. A photocopy of this assignment is considered as valid as an original. You hereby authorize our office to release all information necessary to secure payment. If you do not pay our billing and a

legal proceeding is initiated the prevailing party in that proceeding shall be entitled to recover its attorney fees, court costs and related expenses. Any insurance checks for professional services received by the patient should be sent to this office within 10 days (or depending on arrangements made with you by this clinic).

Termination of Treatment

If one month lapses between appointments, your chart will be terminated and closed. All legal responsibilities concerning your care will also be terminated. The month lapse includes when you may have been on the calendar but ended up canceling the appointments or "no-showed". Basically, you have to be physically seen in the clinic once a month to hold your space. If you are going to be away from treatment for more than one month or if we decide to spread out your appointments for longer, we will create a written document of this to hold your chart open. Once your chart has closed, another patient on our waiting list will take your place. Appropriate referrals will be given at the last session if appropriate. If you decide to resume treatment after the one month, a new contract will be required and appointments will depend upon availability. You have the right to decide to start, stop, or end treatment at any time and receive referrals elsewhere. We encourage an open discussion about this, or any questions you may have throughout treatment.

Release of Liability

I hereby waive and release Michelle Lechnyr and her employees, partners, contractors, agents and associates from any and all claims, demands, costs, expenses and liabilities of any kind rising out of or relating to my treatment.

Professional Consultation

In order to provide the best service possible, I may seek professional consultation on the dynamics and process of your case. If I discuss your situation, I will not use information that would identify you personally.

Communication

E-mails, cell-phones, computers and faxes are not private. No form of client communication is 100% guaranteed to be private. Conversations can be overheard, e-mails and faxes can be sent to the wrong recipients and phone conversations can be listened to by others. Although they add convenience and expedite communication, it is very important to be aware that computers, e-mail and cell phone communication can be accessed relatively easily by unauthorized people and hence can compromise privacy and confidentiality. If you choose to communicate with me by email, be aware that all e-mails are retained in the logs of your and my internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrators of the internet service providers. You should also know that any e-mails I receive from you and any responses that I send to you may become a part of your legal record and may be revealed in cases where your records are summoned by a legal entity. To protect your confidentiality to the best of my ability, my computer is equipped with a firewall, virus protection and passwords and my cell phone is equipped with virus protection and passwords.

Social Media Policies

Per industry standards, my personal social media presence and professional social media presence are separate (ACA code section H.6) and it is not appropriate for me to engage in virtual relationships with my clients (ACA Code A.5.e; NBCC Code section 19). I do not accept friend or contact requests from current or former clients on any social networking site. Please do not use messaging on social networking sites to contact me. Do not use wall postings, @replies, or other means of engaging with me in public online if we have already established a client/therapist relationship. Engaging with me in this way could compromise your confidentiality and it may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart.

Location-Based Services Reveal Your Location:

If you use location-based services on your mobile phone, you may wish to be aware of the privacy issues related to using these services. If you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office on a regular basis.

State of Washington Disclosures

The State of Washington requires that I provide you with the following information.

You have the right both to receive appropriate care and treatment, and to refuse any treatment you do not want. You have the right to choose a Counselor who best suits your needs and purposes. Counselors practicing counseling for a fee must be registered or licensed with the Department of Licensing for the protection of public health and safety. Credentialing of an individual with the Department of Health does not include a recognition of any practice standards, nor necessarily imply the effectiveness of any treatment.

A copy of the acts of unprofessional conduct can be found in RCW 18.130.180. Complaints about unprofessional conduct can be made to:

Health Systems Quality Assurance
Complaint Intake Post Office Box 47857
Olympia, WA 98504-7857
Phone: 360-236-4700
E-mail: HSQAComplaintIntake@doh.wa.gov

