

Informed Consent and Terms of Use

Counseling Goals, Process, Methods, Nature of Services

The purpose of counseling is to help clients live fuller, healthier, happier lives (Client/Clients). The counselor (Counselor) will work with each client to establish goals meeting individual needs. The Client has the right to participate in ongoing counseling plans and the right to refuse any services or modality changes and to be advised of consequences of such refusal.

In general, the procedures for online/email counseling will follow similar processes as traditional counseling. You, the Client, will need to read and understand the Informed Consent and Privacy Policy, and return to Counselor with Client signature and date. Then we will discuss your needs, develop goals, and pursue the desired course of counseling. If your needs indicate other services requiring in-person contact, or those not provided in counseling, referrals will be made.

Counseling can be brief or long-term, depending on the goals established. In general, the turn-around time for email inquiries will be within 2 business days, with client notification of any changes to that limit.

There is transfer plan in place – in the event of the incapacitation or death of the counselor, arrangements are in place for a qualified counselor to contact the client, and work with client to meet counseling needs and records requests.

Crisis services are not part of these services, and the client agrees to accept sole responsibility for using other means such as crisis hotlines, referrals, or 911 in the event of any urgent needs or threats of danger.

Counseling/counseling via email carries risks, benefits, and limitations. Participating in therapy can provide benefits such as possible reduction in stress, better coping skills, improved relationship skills, better overall mental health and well-being, and resolution of specific problems. Online/Email counseling avoids most transportation costs, and email exchanges avoids difficulties scheduling appointments. Further benefits can include flexibility, taking time to compose and reflect, and feeling less inhibited than in person. Working towards the benefits requires active effort, honesty, and openness, and willingness to change one's thoughts and behaviors. However, changes on the client's part may bring about feelings of stress or grief, and the resolution of some problems may cause other unexpected changes. There is no guarantee that therapy will yield positive or intended results. Techniques will be used to best treat the individual client and assist with attainment of goals. Counselor uses Cognitive Behavioral therapy, along with behavioral interventions, developmental theory, and educational techniques, drawing on education, experience, and training.

Other limits imposed by the use of online/email counseling can include factors such as lack of visual cues (for chat/email), and potential for misunderstandings, as well as potential technical security vulnerabilities. Client accepts responsibility for patient requests for clarification in communications. Client accepts the risk that any computer or service can be hacked, although reasonable measures can and will be taken to provide security, and will not hold Counselor liable for breaches nor failures. Client understands that there are other services available and other means of receiving assistance.

If there is any failure of technology the counselor will contact the client using the designated emergency contact. If there is any failure of technology on the client's end, the client will accept full responsibility for securing alternative means of communication, and understands that after 30 days of no contact (unless due to planned interruption of service previously communicated and agreed upon) the client's case will be closed, with no refunds allowed. Communication during technology interruptions may necessitate the use of code words or other means of verifying the client's identity. If there is a failure of technology during chat or video/teleconference usage, wait 10 minutes and try again. If unable to reconnect, make another appointment.

Due to current laws, ethics, and insurance coverage, Counselor may only engage in a counseling relationship with clients who reside in Texas.

Counselors are limited to provision of services inside their scope of licensure. Assessments may be offered during the course of therapy to assist with evaluation, analyzing, and measuring progress. Counselors do not prescribe medications. Although it is usually recommended to consult with a medical services provider even when experiencing psychological symptoms, no information from the Counselor should be construed as qualified medical opinion. Counselors are prohibited from treating a client already under the care of a licensed mental health professional without being in direct contact with that professional, and must notify the other provider immediately upon discovery of a pre-existing treatment provider. Counselors are also prohibited from providing counseling to or engaging in any relationships with persons that may result in any dual relationships. Counselors may not provide services to family members, friends, education or business associates, nor anyone having a personal, familial, nor professional relationship with a client.

Confidentiality

Communications between the Counselor and Client are confidential, by law, with no disclosure except as allowed by law or authorized by the Client. Encrypted email/online services will be used, as well as password protection and encryption of data storage devices and locked files for paper records. However, the use of technology means that at any point in the electronic pathway, data may be unintentionally exposed. Counselor will make every effort to secure the Counselor's technology, services, and equipment and records. Client must agree to take full responsibility for his/her end of the technology, services, and equipment. The Client accepts full personal responsibility for technological risk and will keep in mind the location and usage of equipment and services, and be sure to fully close out and log out of all emails and communications, and only store information in secure locations. Client will not hold Counselor liable for any electronic nor technological service failings. All information/content transmitted belongs to the Counselor and may NOT be re-transmitted in any form or fashion, or used for any other purposes.

Confidentiality may be breached by the counselor by law at any time for the following reasons: any suspected abuse, neglect or exploitation of children, disabled, or elderly persons; any concerned regarding abuse, neglect, illegal, unprofessional, or unethical conduct in an in-patient mental health facility, chemical dependency treatment facility, or hospital providing rehabilitation services; concerning sexual exploitation by a mental health services provider; or to

inform medical or law enforcement personnel if there is any probability of physical injury by the client, to the client, or others, or for mental or emotional injury; or as ordered by a court of law. Additionally, if there is any indication of possible harm, Counselor will do everything possible within legal limits to prevent this including use of Emergency Contact information provided by Client. Information may be released with written authorization from the Client, however, requests may be denied if Counselor concludes this may be harmful in any way.

Due to the nature of counseling processes and in-depth personal disclosures of highly confidential information, Client agrees that should there be legal proceedings (including but not limited to divorce, custody disputes, injuries, lawsuits, etc.,) the Client, nor Client's attorney, nor anyone acting on Client's behalf will call on Counselor to testify in court or at any other proceeding, nor will any disclosure of psychotherapy records be requested.

By law, the Counselor must keep accurate records of the dates of counseling treatment, types of treatment, progress or case notes, intake assessment, treatment plan and billing. Counselor must keep records for 7 years, or 7 years beyond the age of 18 for minors. On the written request of a Client, Counselor shall provide a written explanation of types of treatment and charges for intervention previously made on a bill or statement.

Social Media

Due to the restrictions of confidentiality and prohibition against dual relationships, as well as for the best interest of Client's privacy, Counselor cannot and will not knowingly engage Client in any social media environments in any manner or mode. This includes Facebook, Twitter, business reviews, and any other media. This is similar to protection of privacy in public – the Counselor will not knowingly engage in publicly acknowledging Client as having used Counselor's services. Upon discovery of any potential dual relationship, Counselor will cease all contact immediately.

Consultation

Counselor may engage in consultation with other professionals, however, Client's identifying information will not be disclosed for consultation purposes.

Fees

Current fees and services are listed on my website. Fees must be paid in full using arrangements available and Client is aware of confidentiality limits and potential risks of using payment services. Client agrees to accept risk and will not hold Counselor liable for any problems nor privacy issues resulting. Other arrangements can be made as needed, and if pre-arranged by Counselor, for example a money-order by mail. Client accepts responsibility for confidentiality limits and failures of technology of any arrangements outside of Counselor's control.

Any missed appointments will not be refunded. Any email exchange not used will not be refunded, and if not used within 30 days, will not be refunded and services will be considered terminated. Appointments for online services may be rescheduled with 24 hours or more advanced notice.

At this time Counselor does not accept nor bill insurance. However, Counselor may be willing to assist Client in submitting a claim by providing an invoice showing fees paid to the client, using encrypted methods if electronically. Client also understands confidentiality limits when he/she chooses to submit this information to a third-party entities.

Counselor Credentials

Counselor, Emi M. Whittle, is currently licensed by the Texas State Board of Examiners of Professional Counselors, as a Licensed Professional Counselor, and Licensed Professional Counselor Supervisor. Counselor is also certified by the National Board for Certified Counselors, and holds a Masters of Education degree in Counseling.

Your signature or electronic signature attached to this document indicates that you have read and understood and agreed to the contents of Informed Consent/Terms of Use and the HIPAA Notice of Privacy Practices. You accept the risks and responsibilities outlined including full responsibility for payment in full for services. You agree to the terms of use as written, have received the opportunity to ask any questions and are satisfied with the answers, and do hereby consent to treatment, including using online therapy. You also acknowledge that you have received information regarding other resources and accept responsibility for using crisis intervention and other services not provided by Counselor or when referred by Counselor and will not hold Counselor liable in any way for services not provided by Counselor.

Client Printed Name: _____

Signature

Date

Counselor: Emi M. Whittle, LPC PLLC
700 Lavaca St, Ste 1401
Austin, TX 78701

Texas State Board of Examiners of Professional Counselors Complaint Process

http://www.dshs.state.tx.us/counselor/lpc_complaint.shtm

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. *This number is for complaints only.* Please direct routine calls and correspondence to the phone number and address on the "Contact Us" page.