



**New Dawn Counseling and Consulting, Inc**  
**(805) 604-5437**

**INFORMATION AND POLICIES**

Counseling or psychotherapy occurs in a relationship that is close and personal, yet that also must be kept in a professional context to be therapeutic. The information below is designed to help set the boundaries for our relationship. Our desire is to do everything within our professional capacity to be helpful to you.

**THE PROCESS OF THERAPY**

Participation in therapy can result in a number of benefits to you. It requires your active involvement, honesty, and openness in order to change your thoughts, feelings and/or behavior. Your therapist 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. During therapy, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing considerable discomfort. Your therapist 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 upset. During the course of therapy, your therapist is likely to draw on various psychological approaches according, in part, to the problem that is being treated and his/her assessment of what will best benefit you. Sometimes more than one approach can be helpful in dealing with a certain situation. 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. However, your active participation in the therapeutic process will help optimize positive change and productive results.

**TELEPHONE**

If you need to contact your therapist between sessions, please leave a message on your therapist's voicemail by calling the main office at (805)278-0799. Your call will be returned as soon as possible. If your phone call requires more than ten minutes, you may need to schedule another session, or a phone consultation. Phone consultations will be charged for every 15 minutes.

**EMERGENCY PROCEDURES**

If an emergency situation arises please call the Police (911) or the 24-hour Ventura County Crisis Team at **866- 998-2243**.

**DRUG AND ALCOHOL POLICY**

If a client attends therapy intoxicated, the session will be terminated. The client will be charged the full fee.

**'SECRETS' POLICY**

In working with couples, we do not encourage secrets between one another. If one partner discloses a secret to the counselor privately pertaining to his/her relationship, we will encourage disclosure to the other partner.

**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 By Law:** Some of the circumstances where disclosure is 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.

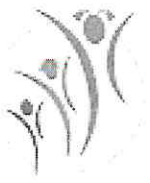
**When Disclosure May Be Required:** Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by your therapist. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. Your therapist will use his/her clinical judgment when revealing such information. Your therapist will not release records to any outside party unless he is authorized to do so by all adult family members who were part of the treatment.

**Emergencies:** If there is an emergency during our work together, your therapist may contact the person whose name you provided on the intake information form.

**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 claims submitted by you. Your therapist will communicate only the minimum necessary information to the carrier. Your therapist has no control or knowledge over what insurance companies do with the information she/he submits or who has access to this information. 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.

**Confidentiality of Electronic Communication:** Computer, cell phone (voice and text), and fax communications are vulnerable to access by unauthorized people and hence can compromise the privacy and confidentiality of such communication. Please notify your therapist if you decide to avoid or limit in any way the use of any of the above mentioned communication devices. Please do not use email or faxes for emergencies.





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**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 that 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 (client) nor your attorney, nor anyone else acting on your behalf will call on your therapist to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

**Professional Consultation:** Your therapist consults regularly with other professionals regarding clients; however, names and other identifying information is never mentioned. The client's identity remains completely anonymous, and confidentiality is fully maintained.

**Your Right to Review Records:** Both law and the standards of the profession require that appropriate treatment records be kept. 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 your therapist assesses that releasing such information might be harmful in any way. In such a case your therapist 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, upon your request, your therapist will release information to any agency/person you specify unless your therapist assesses that releasing such information might be harmful in any way.

### 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 precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of the therapist and client. The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Ventura County, California in accordance with the rules of the American Arbitration Association that 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, your therapist can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

### DISCUSSION OF TREATMENT PLAN

Within a reasonable period of time after the start of treatment, your therapist will discuss with you his/her working understanding of the problem, a treatment plan, therapeutic objectives and his/her 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, your therapist's expertise in employing them, or the treatment plan, please ask and you will be answered fully. You have the right to ask about other treatments for your condition. If you could benefit from any treatment that your therapist does not provide, he/she has an ethical obligation to assist you in obtaining those treatments.

### TERMINATION

After the first few meetings, your therapist will assess if he/she can be of benefit to you. Your therapist does not accept clients who, in his/her opinion, he/she cannot help. If at any other point during therapy your therapist assesses that he/she is not effective in helping you reach the therapeutic goals, he/she is obligated to discuss it with you and, if appropriate, to terminate treatment. In these cases, you will be given a number of referrals whom you can contact. If you request and authorize it in writing, your therapist will talk to the therapist of your choice in order to help with the transition.

You have the right to terminate therapy at any time. If you choose to do so, your therapist will offer to provide you with names of other qualified professionals whose services you might prefer. If you decide you would like to decrease the frequency of sessions or end therapy, please discuss this in advance with your therapist. At least two or three termination sessions should be expected to close the therapy process. Upon termination, you will be given an evaluation form, which we request you to fill out and return at the end of treatment.

If at any time you want another professional's opinion or wish to consult with another therapist, your therapist will assist you in finding someone qualified, and with your written consent, will provide her or him with the essential information needed.

### DUAL RELATIONSHIPS

A dual relationship occurs when a therapist and client engage in a separate and distinct relationship either simultaneously with the therapeutic relationship, or during a reasonable period of time following the termination of the therapeutic relationship. Not all dual relationships are unethical or avoidable. Some non-sexual dual relationships are unavoidable and some can be clinically beneficial. Therapy never involves sexual or any other dual relationship that impairs the therapist's objectivity, clinical judgment and therapeutic effectiveness or that can be exploitative in nature. Your therapist will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients.

- **Ventura County Crisis Team: (866)998-2243**
- **KAISER After Hours Crisis Line: (800) 900 3277**



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**Notice of Privacy Practices for Protected Health Information**

**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. THIS IS A SUMMARY; A FULL VERSION IS AVAILABLE UPON REQUEST.**

In compliance with the federal law known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), New Dawn Counseling and associates has established privacy policies and procedures relating to the Protected Health Information (PHI) of our patients. Protected Health Information is information related to your past, present, or future physical or mental health or condition, or payment for such, in which you personally could be identified. HIPAA requires that providers must maintain the privacy of Protected Health Information, provide a notice of their legal duties and privacy practices, and abide by the privacy notice currently in effect. If you have any questions about our privacy practices or any of the information contained in this Notice of Privacy Practices for Protected Health Information ("Notice"), or wish to register any complaints related to our privacy practices, you should contact: New Dawn Staff, 2200 Outlet Center Drive Oxnard CA

We will supply a written copy of this Notice to any person requesting it, whether or not they are a current patient. All patients will be given a copy of this Notice at the time of the first service provided to them following the effective date listed above. This Notice will be posted prominently and copies will be made available in our office.

We reserve the right to make changes to our Notice at any time. Any changes will apply to the PHI already on file. If we make any substantial changes to the uses or disclosures of Protected Health Information, the individual's rights, our legal duties, or other privacy practices stated in this Notice, this Notice would be revised. The revised Notice will be posted prominently in our office, and we will make the revised Notice available to anyone who requests a copy.

**YOUR RIGHTS AS A PATIENT.**

With respect to your Protected Health Information, you (or your personal representative, with legal authorization) have certain rights that are as follows:

1. To obtain a paper copy of this Notice of Privacy Practices for Protected Health Information upon request.
2. To revoke your consents or authorizations.
3. To inspect and obtain a copy of the health information that is used to make individual healthcare decisions about you (so called "designated record sets").
4. To appeal decisions we make regarding denial of access to your records.
5. To request amendments to your health record.
6. To dispute decisions we make regarding denial of amendments to your records.
7. To request restrictions on certain uses and disclosures.
8. To request that confidential communications take place by alternative means or to alternative locations.
9. To obtain an accounting of disclosures.
10. To lodge a complaint with us or with the Secretary of Health and Human Services if you believe there has been a HIPAA privacy violation, without fear of retaliation, coercion, or intimidation.





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**Summary of Notice of Privacy Practices**

A federal law known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") went into effect on April 14, 2003. We are required to give you a printed copy of our Notice of Privacy Practices. For your convenience, we are providing this brief summary. Each section has a corresponding section in our full Notice, which we encourage you to read in its entirety. We are required to ask you to sign a one-time acknowledgment that you have received our Notice of Privacy Practices.

**Your Rights as a Patient:** You have many new and important rights with respect to your Protected Health Information (PHI). These are summarized below and described in detail in our full Notice of Privacy Practices.

**Use of Protected Health Information (PHI):** We are permitted to use your Protected Health Information for treatment purposes, to facilitate our being paid, and to conduct our business and evaluate the quality and efficiency of our processes. In addition, we are permitted to disclose Protected Health Information under specific circumstances to other entities. We have put into place safeguards to protect the privacy of your health information. However, there may be incidental disclosures of limited formation, such as overhearing a conversation, that occur in the course of authorized communications, routine treatment, payment, or the operations of our practice. HIPAA recognizes that such disclosures may be extremely difficult to avoid entirely, and considers them as permissible.

For entities that are not covered under HIPAA to which we must send Protected Health Information for treatment, payment, or operational purposes, we require that they sign a contract in which they agree to protect the confidentiality of this information.

**Disclosures of Protected Health Information Requiring Your Authorization.** For disclosures that are not related to treatment, payment, or operations, we will obtain your specific written consent, except as described below.

**Disclosures of Protected Health Information Not Requiring Your Authorization.** We are required by state and federal law to make disclosures of certain Protected Health Information without obtaining your authorization. Examples include mandated reporting of conditions affecting public health, subpoenas, and other legal requests.

**Communication to You of Confidential Information by Alternative Means.** If you make a written request, we will communicate confidential information to you by reasonable alternative means, or to an alternative address.

**Restrictions to Use and Disclosure.** You may request restrictions to the use or disclosure of your protected health information, but we are not required by HIPAA to agree to such requests. However, if we do agree, then we are bound to honor your request. In the course of our use and disclosure of your Protected Health Information, only the minimum amount of such information will be used to accomplish the intended goal.

**Access to Protected Health Information.** You may request access to or a copy of your medical records in writing. We will provide these within the time period specified, unless we are forbidden under HIPAA or by applicable state law to provide such records. If we deny access, we will tell you why. You may appeal this decision, which, under specified circumstances, will be reviewed by a third party not involved in the denial.

**Amendments to Medical Records.** You may request in writing that corrections be made to your medical records. We will either accept the amendments, and notify appropriate parties, or deny your request with an explanation. You have rights to dispute such denials and have your objections noted in your medical record.

**Accounting of Disclosures of Protected Health Information.** You may request in writing an accounting of disclosures of your Protected Health Information. This accounting excludes disclosures made in the course of treatment, payment, or operations, and disclosures that were made as a result of your written authorization.

**Other Uses of Your Health Information:** Optional uses, as permitted under HIPAA, are listed in our complete Notice of Privacy Practices.

**How to Lodge Complaints Related to Perceived Violations of Your Privacy Rights.** You may register a complaint about any of our privacy practices with our Privacy Official or with the Secretary of Health and Human Services without fear of retaliation, coercion, or intimidation.