

Wendy Byrd, MA, LPC, LMFT

INFORMATION SHEET

ABOUT YOUR THERAPIST:

Wendy Byrd, MA, LPC, LMFT, is licensed by the Texas State Board of Examiners of Professional Counselors and the Texas State Board of Examiners of Marriage & Family Therapists. She holds two licenses in the state of Texas, Licensed Professional Counselor, as well as a Licensed Marriage and Family Therapist. She attained a Masters Degree in Professional Counseling from Texas State University and a Bachelors Degree in Psychology from the University of Texas. She is an Clinical member of the American Association of Marriage & Family Therapy and is on the board of the Austin Marriage and Family Therapy Association. She has worked with public and private mental health facilities; and is a member of several professional organizations.

ABOUT THERAPY:

Mrs. Byrd is a firm advocate of individual, family, and group therapy as processes of change. However, it is important that clients understand the nature of the therapeutic process so that they will know what to expect. The following represent a partial list of answers to common questions and expectations. Please feel free to ask ANY questions that may arise.

- 1) Psychotherapy is a collaborative effort between you and the therapist. Your therapist only facilitates change; she cannot make changes happen.
- 2) The efficacy of psychotherapy (the power to produce results) is in the nature of the relationship between the client and the therapist. **It is very important that you feel a comfortable and safe working relationship with your therapist.** While this takes time, it also requires that the client be honest about their behavior and any concerns they may have about therapy or their therapist.
- 3) The change process can be uncomfortable.
 - A) The clients may have insights, memories or otherwise gain information that may be unpleasant.
 - B) Clients may experience loss in relationships as they discover and change behavior.
 - C) Families and individuals often experience escalations in problems before they experience improvements.
 - D) Family members and significant others may be reactive to changes a client may make as a result of psychotherapy.
- 4) The therapeutic relationship is a very special professional relationship. While clients may develop a close emotional bond with the therapist, **they need to understand that this does not include a social relationship or friendship.**
- 5) Touch is an important aspect of therapy. Touch may be used to show support, acknowledgement and in greetings and salutations. Therapeutic touch should never be inappropriate or sexual. Mrs. Byrd will ask clients for permission to provide therapeutic touch. Clients need to inform Mrs. Byrd if they are in any way uncomfortable with therapeutic touch.
- 6) Confrontation is an essential element of psychotherapy. Clients can expect Mrs. Byrd to confront issues, behaviors and processes in as gentle and efficient manner as possible.

- 7) Mrs. Byrd believes that human beings live in relation to other human beings. We do not live in a vacuum. Therefore with the clients permission, family, friends and significant others may be requested to participate.
- 8) Mrs. Byrd is an experiential – process oriented therapist who uses techniques that are largely cognitive-behavioral, experiential, solution focused and family systems therapy.
- 9) Mrs. Byrd believes that spirituality is an essential portion of the mind-body-spirit integration. Clients can expect input regarding their spirituality with respect to all denominations and faiths.

APPOINTMENTS:

Appointments are scheduled on an as needed basis. Clients are subject to being charged for their missed appointments if cancellation is not received 24 hrs. prior to their scheduled appointment. Missed appointments are not covered by insurance and become the responsibility of the client.

SESSIONS:

Individual sessions are approximately 50 to 60 minutes long. Family therapy may run from 90 minutes to as long as three (3) hours. Usually sessions are scheduled weekly, however, sessions may occur more frequently in order to manage a crisis or less frequently to manage termination of therapy.

FEES:

The average hourly rate is \$110.00 per 50 minute session and \$150 for 90 minutes couples sessions. The fees are paid as services are rendered unless special arrangements are made with the therapist.

Patient initiated telephone consultations and/or therapy is eligible for billing at the regular hourly rate and is not eligible for insurance reimbursement.

Please feel free to discuss financial arrangements. Every effort will be made to assist those who need and desire therapy.

TERMINATION:

Client and therapist ideally mutually agree upon termination of the counseling/therapy relationship. Mrs. Byrd's only goal is for her clients to be content with their direction in life or toward a solution and relatively confident in their skills and abilities to accomplish such.

Termination of the counseling relationship will automatically occur if there has been no contact between client and therapist for three (3) weeks.

REFERRALS:

Mrs. Byrd believes that everyone has the right to participate in their treatment planning and that joint goal setting is the preferred professional relationship between client and therapist. If, for any reason, Mrs. Byrd is unable to meet a client's needs, she will gladly refer to other qualified practitioners in the area. Mrs. Byrd encourages clients to inform her if any discomforts arise, so that joint resolution can be made.

EMERGENCY:

Mrs. Byrd can usually be reached via her emergency cell phone at (512) 350-8015 or (512) 466-0495. If she is out of her office for extended periods of time (more than one day) she will leave the number of her back up on her regular voice mail. If for any reason, a client is unable to reach either party they should contact Shoal Creek Hospital's Psychiatric Assessment Team at 452-0361 or the Help Line at 472-4357.

INSURANCE & MANAGED CARE

If you are considering using an insurance Mrs. Byrd would like you to be aware of some of the complications of using a health care benefit. Your insurance is a relationship between you and the insurance company.

LOSS OF CONFIDENTIALITY

- Information may be reviewed by the employees of the insurance company and a separate managed care company.
- Some employees of those companies do not have the same training in confidentiality as professionals.
- Insurers put confidential information on computers.
- Industry mergers allow information to change hands.
- Insurance companies or managed care may ask for a copy of your chart, searching for pre-existing conditions, reviewing for medical necessity or auditing purposes.

CONFIDENTIALITY CANNOT BE KEPT IF YOU ARE ACCESSING YOUR HEALTH INSURANCE FOR CARE

LOSS OF CONTROL OF TREATMENT

- Managed care companies make money by reducing treatment
- Treatment decisions are based on formulas for average cases.
- Managed care treatment focuses on symptoms not underlying problems
- The managed care philosophy limits the number of sessions available for treatment as well as the provider eligible to provide the services.
- Changing insurance carriers, insurance companies changing managers, mergers and the contract between the insurance company; managed care entity and your therapist are subject to change affecting whether your services will be paid.

EFFECTS OF PSYCHIATRIC DIAGNOSIS

- Health insurance benefits can only be used for the treatment of an illness, requiring a diagnosis.
- Choosing not to use health insurance benefits means you DO NOT have to have a psychiatric diagnosis.**
- Psychiatric and substance abuse diagnosis can affect your future ability to obtain medical and life insurance.**
- Some diagnostic categories are not payable by some insurance and managed care entities.

AUTHORIZATIONS

- Managed care requires the submission of treatment plans to have sessions certified.
- Managed care requires a report about your history, lifestyle and other personal information to determine medical necessity.
- Authorizations for sessions is not a guarantee that the services will be paid. All claims are reviewed with the terms and conditions of you policy, medical necessity, diagnosis and eligibility.
- Authorized sessions may be subsumed under your deductible.

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 READ THIS NOTICE CAREFULLY

Your health records contain personal information about you and your health. This information about you that may identify you and that relates to your past, present, or future physical or mental health or condition and related health care services is referred to as Protected Health Information (PHI) in accordance with applicable law. It also describes your rights regarding how we may gain access to and control your PHI.

We are required by law to maintain the privacy of PHI and to provide you with notice of our legal duties and privacy of PHI and to provide you with notice of our legal duties and privacy practices with respect to PHI. We are required to abide by the terms of this Notice of Privacy Practices. We reserve the right to change the terms of our Notice of Privacy Practices at that time. We will provide you with a copy of the revised Notice of Privacy Practices by sending a copy to you in the mail upon request or providing one to you at your next appointment.

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

FOR TREATMENT: Your PHI may be used and disclosed by those who are involved in your care for the purpose of providing, coordinating, or managing your care, treatment and related services. This includes consultation with clinical supervisors or other treatment team members. We may disclose PHI to any other consultant only with your authorization.

FOR PAYMENT: We may use and disclose PHI so that we can receive payment for the treatment services provided to you. This will only be done with your authorization. Examples of payment related activities are: making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company, reviewing services provided to you to determine medical necessity, or undertaking utilization review activities. **If it becomes necessary to use collection processes due to lack of payment for services, we will only disclose the minimum amount of PHI necessary for the purposes of collection.**

FOR HEALTH CARE OPERATION: We may use or disclose, as needed, your PHI in order to support our business activities including, but not limited to, quality assessment activities, employee review activities, licensing, and conducting or arranging for other business activities. For example, we may share your PHI with third parties that perform various business activities (e.g. billing or typing services) provided we have a written contract with the business that requires it to safeguard the privacy of your PHI, to remind you of appointments, to provide information about treatment alternatives or other health related benefits and services, or for facility directories.

REQUIRED BY LAW: Under the law, we must make disclosures of your PHI to you upon request. In addition, we must make disclosures to the Secretary of the Department of Health and Human Services for the purpose of investigating or determining our compliance with the requirements of the Privacy Rule. **It is the practice of this office to obtain your authorization for disclosures of information. It is also your right to know that the following are examples where disclosures can and will be used, if necessary, without your authorization:**

**Abuse and Neglect, Judicial and Administrative Proceedings, Deceased Persons,
Emergencies, Family involvement in care, Health Oversight,
Law Enforcement, National Security, Public Health Research,**

Public Safety (Duty to Warn)

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WITHOUT AUTHORIZATION: Applicable law and ethical standards permit us to disclose information about you without authorization only in a limited number of situations. The types and uses and disclosures that may be made without your authorization are those that are:

- 1) Required by Law, such as the mandatory reporting of child abuse or neglect or mandatory government agency audits or investigations (such as Licensing Boards of Professional Counselors, Marriage & Family Therapists or the Health Department.)
- 2) Required by Court Order
- 3) Necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

VERBAL PERMISSION: We may use or disclose your information to family members that are directly involved in your treatment with your verbal permission.

WITH AUTHORIZATION: Uses and disclosures not specifically permitted by applicable law will be made only with your written authorization, which may be revoked.

YOUR RIGHTS REGARDING YOUR PHI: You have the following rights regarding PHI we maintain about you. To exercise any of these rights, please submit your request in writing to Wendy Byrd, LPC, LMFT, 3536 Bee Cave Road, Suite 100, West Lake Hills, Texas 78746 or 9501 Capital of Texas Hwy, suite 105, Austin, TX 78759.

- 1) **Right to Access to Inspect and Copy.** You have the right, which may be restricted, to inspect and copy PHI that may be used to make decisions about your care. Your right to inspect and copy PHI will be restricted only in those situations where there is compelling evidence that access would cause serious harm to you. We may charge a reasonable, cost based fee for the copies.
- 2) **Right to Amend:** If you feel that the PHI we have about you is incorrect or incomplete, you may ask us to amend the information although we are not required to agree to the amendment.
- 3) **Right to an Accounting of Disclosures:** You have the right to request an accounting of certain of these disclosures that we make of your PHI. We may charge you a reasonable fees if you request more than one accounting in any 12-month period.
- 3) **Right to Request Restrictions:** You have the right to request a restriction or limitation on the use or disclosure of your PHI for treatment, payment, or health care operations. We are not required to agree to your request.
- 4) **Right to request Confidential Communication:** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location.

YOU WILL BE ASKED TO SIGN A COPY OF THIS NOTICE FOR YOUR FILE

COMPLAINTS:

Complaints regarding this office should be directed to: the Texas State Board of Examiners of the Texas State Board of Examiners of Marriage & Family Therapists at 1-800-942-5540

NOTICE OF CONFIDENTIALITY RECEIPT AND ACKNOWLEDGEMENT OF NOTICE

NAME:

BIRTH DATE:

I hereby acknowledge that I have received and have been given an opportunity to read a copy of Notice of Confidentiality. I understand that if I have any questions regarding the Notice of Confidentiality Practices or my privacy rights. I can contact Wendy Byrd, MA, LPC, LMFT, 9501 Capital of Texas Hwy, suite 104 and (512) 350-8015. My signature below acknowledges that I have signed two copies of this form; one copy for me to keep and one copy for my client file with Wendy Byrd, MA, LPC, LMFT.

Client Signature

Date

Signature of Parent, Guardian or Representative

Date

If you are signing as a personal representative of an individual, please describe your legal authority to act for this individual (Power of attorney, healthcare surrogate, etc.)