

# Family Matters Counseling Center Informed Consent, Confidentiality, and Treatment Policy for Mental Health and Coaching Services

At Family Matters Counseling Center, we are committed to providing high-quality mental health services to our clients. This policy document aims to outline important aspects of our services and guidelines that govern the process. It is essential for clients and mental health providers to understand and adhere to these policies to ensure a safe and effective therapeutic environment.

## What are Mental Health Services

Mental health services refer to the range of interventions and treatments offered to individuals experiencing mental health challenges. These services aim to promote psychological well-being, address the issues causing dysfunction, alleviate emotional distress, and enhance overall mental health. for individuals, couples, families, children, and/or groups in alleviating mental or emotional symptoms, conditions, illnesses, developmental delays, disabilities, or disorders.

## Who are Mental Health Providers

Mental Health Providers (MHPs, also referred to as "practitioners" or "service providers") are qualified professionals who have the necessary training and expertise in their specific field of study to deliver effective mental health care. Disciplines that fall under MHPs include Marriage and Family Therapists, Psychologists, Clinical Counselors, Clinical Social Workers, and Special Needs Therapists. Although the roles and approach of each MHP discipline is unique, there are also considerable overlaps. Therefore, it is important to take the time to make sure you choose the right "fit" for your needs by asking questions.

Do not hesitate to ask your service provider for information about their educational backgrounds and their qualifications. MHPs can also discuss with you the various aspects of their services.

#### Mental Health Services at FMCC

FMCC's Mental Health Providers provide counseling services within a biopsychosocial and systemic perspective. This means that we recognize that problems are not linear in nature but are a product of several systems influencing each other. Therefore, a major part of our job is to identify those elements that are contributing to maintaining your situation. Our MHPs work within the context of each individual's beliefs, and no attempt is made to impose a personal ideology.

We recognize that it may not be easy to seek help from an MHP; we hope that with our help, you will be able to gain insight on your situation and better understand your feelings so that you can move forward toward resolving your difficulties.



#### **Understanding Your Journey**

Therapy is a collaborative process between the client and MHP. The process varies depending on the individual's needs and goals. Your journey requires your very active involvement, both in and outside of session, so we can help you move closer to your goals. Children, adolescents, and the elderly will benefit most from psychotherapy when parents, guardians or other caregivers are involved and/or supportive of the therapeutic process.

Sometimes more than one approach can be helpful in dealing with your presented issues. During sessions, remembering or talking about unpleasant events, feelings, or thoughts can result in you experiencing discomfort or unwanted feelings. This is expected and part of the growth journey. Your MHP may challenge some of your assumptions or perceptions, or propose different ways of looking at, thinking about, or handling situations. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. *It is possible that you may feel worse before you begin to feel better*. This is generally a normal course of events.

The first two to four sessions will involve a comprehensive evaluation of your needs. We discuss your goals and create a plan. This initial phase is also a time where you assess whether you feel comfortable working with your MHP. If you have questions about your MHP's approach, you should bring them up to discuss them whenever they arise. If your doubts persist, we will be happy to make a referral.

**Important Note:** FMCC's MHP's do not provide custody evaluation recommendation, nor medication prescription, nor legal advice, as these activities do not fall within his/her scope of practice. They may share knowledge about such areas; however, none are to be taken as advice. It is advised that you seek the proper professional for the specific services you require.

#### **Risks in the Therapeutic Journey**

In Greek, *therapy* means *change*. Clients often learn things about themselves that they don't like. Often growth cannot occur until past issues are experienced and confronted, often causing distressing feelings. The success of journey depends upon the quality of the efforts of both the MHP and the client, along with the reality that clients are responsible for the efforts and lifestyle choices/changes that they make. An example of a risk is that one or both individuals in a relationship may come in with the intent to resolve their couples issues and to stay together, with the outcome resulting in a break-up, separation, or divorce.

#### **Couples/Marital Therapy**

Couples therapy involves working with couples to address relationship issues and improve communication and understanding. Both partners should be actively involved in the therapy process, and the MHP will ensure an unbiased and supportive environment for both individuals. Please come into your session prepared with questions about the couple's therapy process and what to expect. Your MHP will explain their approach to help set the stage and expectations of the process.

There are times when one partner is reluctant to participate. Under which case, your MHP can work individually with you to address the couple's concerns, and with the goal to find a way to include your partner's eventual participation.



## **Common Therapeutic Modalities for Child Therapy**

There are several therapeutic modalities commonly used by child therapists to promote healing and growth and to address the emotional, behavioral, and psychological needs of children. The most common modalities include play therapy, art therapy, music therapy, speech therapy, ABA therapy, play-based cognitive-behavioral therapy, and family therapy. Family therapy involves working with the entire family unit (or relevant subunits) to address and resolve issues impacting the child's well-being. It recognizes the interconnectedness of family dynamics and how they can influence a child's emotional and behavioral functioning. Family therapy aims to improve communication, strengthen relationships, and create a supportive environment for the child's growth and development.

It's important to note that therapists may combine different approaches and/or collaborate with other professionals to meet the unigue needs and preferences of each child.

## Treatment of Minors (Under age)- Consent, Confidentiality, and Treatment

To receive services at FMCC, we require the consent of one custodial parent before providing any services to a minor child.

**Note For Minors:** If you are under the age of eighteen years, you are considered a "Minor" at FMCC. This means that parents or guardians must give permission for you to seek FMCC services. During the appointment booking process, parents or guardians must consent to FMCC's Treatment of Minors Policy. By consenting to this policy, parents or guardians give up the right to access information shared by the minor during sessions, except when it is therapeutically relevant and the minor gives approval. The amount and type of information shared with parents will be discussed and decided between the minor and their mental health professional (MHP). Please refer to our Confidentiality Policy for more details on exceptions.

Apart from these exceptions, you can trust that your time with your MHP will be strictly confidential.

#### Note For Parents:

Booking your child's appointment means that you consent to FMCC's approach and policies for working with a minor. This consent confirms that you understand that all materials discussed during the sessions are confidential and can only be released with the permission of the minor. You also understand the limitations of Confidentiality outlined in this document and accept the therapist's clinical judgment regarding the treatment approach, diagnosis, and sharing of information obtained during mental health services with your minor. If your child is 11 years of age or under, you can expect to be fully involved in your child's therapy process, as determined by the MHP's clinical judgment. If your child is between 12 and 17 years of age, stricter boundaries will be in place, as deemed developmentally appropriate by your child's MHP. We encourage you to discuss any questions or concerns you may have on this topic before your child's first session with an FMCC MHP.



# **Collateral Participants**

A Collateral Participant is someone who participates in sessions to assist the main client, such as a spouse or partner, family member, or friend. The collateral participant is not considered a client and is not the focus of treatment. Their role is to provide information about the client, participate in interventions during sessions, and support the client in other ways. Collaterals are expected to maintain the confidentiality of the client, and the MHP does not keep clinical records on the collateral.

## <u>Data Privacy</u>

We are committed to safeguarding your personal and sensitive information in accordance with Bahrain's Personal Data Protection Law (Law No. 30 of 2018) and ethical standards of care.

#### Collection & Use of Personal Data

When you book an appointment or receive services, we collect relevant information such as your name, contact details, appointment preferences, and any background or healthrelated information you voluntarily provide. This information is used solely for:

- Scheduling and managing your appointments
- Delivering safe and effective therapeutic services
- Fulfilling clinical, ethical, and legal obligations

#### Data Storage & Security

Your information is stored securely using privacy-conscious systems. Access is strictly limited to authorized clinical and administrative personnel. We do not sell, rent, or share your data with third parties without your consent—except when legally required. Your Rights Under PDPL

- Be informed whether your personal data is being processed

- Request corrections to inaccurate or outdated personal details

- Request deletion of personal data, except where records must be retained by law or for ethical clinical reasons

- Withdraw consent to data processing (unless retention is legally or clinically required)

- Request a **summary report** of your treatment **upon written request**. Please note that internal clinical records (e.g., session notes) are not shared directly, in line with standard therapeutic practice.

If you have any questions about how your data is handled, please contact us at: info@familymattersbh.com or call us at +973 17 47 23 47

#### **Confidentiality**

All communication with your mental health practitioner (MHP) is treated as confidential. Information will not be disclosed to others without your written consent—except in specific situations where disclosure is required or permitted by law, including:

- 1. If your MHP assesses imminent risk of harm to yourself or others
- 2. Suspected or known abuse or neglect of a child, dependent adult, or elder



- 3. In situations where a client is unable to meet their basic needs
- 4. When treatment of minors requires parental involvement for therapeutic or safety purposes
- 5. If you provide written consent to share specific information with a third party
- 6. For consultation with other FMCC professionals involved in your care
- 7. When required by your insurance provider to process claims (e.g., diagnostic codes) with your prior knowledge
- 8. If legally compelled to disclose by court order, law enforcement, or other regulatory bodies

Other less common exceptions to confidentiality may include circumstances such as public health concerns (e.g., government-regulated infectious disease protocols), sexual exploitation, or regulatory investigations (e.g., licensing board complaints). In such cases, your MHP will attempt to discuss the matter with you first, if reasonably possible. By agreeing to FMCC's Informed Consent, Confidentiality, Data Privacy and Treatment Policy, you acknowledge the outlined limits to confidentiality and agree not to hold your practitioner responsible for any necessary disclosures made in accordance with those limits.

# FMCC Off-Site Services and Confidentiality

If services are provided off-site (e.g., in schools, homes, or workplaces), FMCC practitioners will make every effort to maintain privacy and uphold ethical standards. However, please be aware that **full confidentiality cannot always be guaranteed** in non-clinical environments due to factors outside our control.

#### Length of Sessions

The length of your session/consultation depends on the appointment type that appropriately suits your service needs. Typically, the duration of a standard session is 50 minutes in duration, with the last 5 minutes used to conclude the session. The ten-minute "buffer" between the end of your session and the beginning of your MHP's next appointment is time for you and your MHP to schedule your next session and settle payments.

\*\*Lengths of other appointment types are available for you to choose through our website\*\*

#### Number of Sessions

Due to the unique nature and complexity of issues brought into session, your MHP is unable to predict the number of sessions you will need to achieve your goals, nor to guarantee a specific outcome or result. However, the more proactive you are in your process, the less sessions you will need and the more favorable your outcomes will be.

#### Arriving Late to Session

Clients are encouraged to arrive on time to their scheduled appointments. In the event of client lateness, regardless of the reason, it is not the service provider's responsibility or obligation to compensate for the lost time, nor adjust the fees accordingly. In such cases, the mental health provider will strive to make the most of the remaining session time. Service providers are only required to make up for lost time if the tardiness is due to their own actions. Otherwise, sessions



will commence and conclude as scheduled, adhering to the allocated appointment time to ensure that subsequent appointments are not delayed.

## **Termination**

Therapy may be terminated by either the client or the MHP. The decision to terminate therapy should be discussed and agreed upon collaboratively. A termination plan will be developed to ensure a smooth transition and appropriate follow-up care if needed. We generally recommend that you participate in at least one, or more if needed, termination sessions.

While you have the right to terminate at your discretion, your MHP may also decide to terminate under appropriate reasons. Reasons may include, but are not limited to, consistent failure to comply with treatment recommendations, conflicts of interest, failure to participate, client needs are outside of your MHP's scope of competence or practice, lack of adequate progress, or untimely payment of fees.

#### **Dual Relationships with your MHP**

Your relationship with your MHP is professional and therapeutic. It is important to maintain this relationship and avoid any other type of relationship that may undermine its effectiveness. Your MHP is here to help you but cannot be your friend or have a social and personal relationship with you. In some communities, dual relationships may be unavoidable or expected. Your MHP will discuss any existing complexities or potential benefits with you and will discontinue the dual relationship if it interferes with the therapeutic process or your welfare. Gifts, bartering, and trading services are not appropriate between you and your MHP.

#### **Physical Touch**

Your MHP may incorporate non-sexual touch, such as a soothing side hug or pat on the back, as part of psychotherapy, counseling, or coaching, with your permission. You have the right to decline or refuse to be touched without any negative response from your MHP. Sexual touch by MHPs is **unethical, forbidden, and illegal**.

#### Life Coaching and Mental Health Services

FMCC primarily offers services in the Mental Health Profession. We also provide Life Coaching services. It is important to make an informed decision when choosing between a life coach and a mental health professional. If you are unsure, consult with one of our MHPs for guidance. Life coaching does not treat mental disorders or conduct mental health evaluations. If a life coach detects or suggests that you have a mental health disorder, they should refer you to a licensed mental health practitioner. Life coaching is not a substitute for counseling, psychotherapy, or other mental health care. You can read more about coaching on the web site of the International Coach Federation (ICF) at <u>https://www.coachfederation.org/</u>.

# Group Coaching, Group Therapy, Support Groups and Confidentiality



In group sessions, maintaining confidentiality is crucial. Participants should not disclose the content of sessions or the identity of fellow group participants to anyone not participating. Participants should understand that other group members are not mental health professionals and are not bound by the same ethics and laws regarding confidentiality. Participants are responsible for what they say and how they use the feedback received in the group.

## **Records and Record Keeping**

Your MHP may take notes during sessions. Clinical notes and records are maintained in compliance with professional standards and are the property of your MHP and FMCC. If you wish to obtain a copy of your records, you must submit a written request. FMCC reserves the right to provide a treatment summary in lieu of the full records when deemed appropriate and may decline to produce a summary or records under certain circumstances to protect client welfare or confidentiality.

Client records are retained for a period of 10 years following the termination of services, after which they are securely disposed of in accordance with applicable legal and ethical guidelines.

#### Communication and Social Media

Please be aware that email is not a confidential or secure way to communicate. Limit email communication to scheduling, rescheduling, or canceling appointments. Clinical concerns should be addressed in sessions.

Due to confidentiality and the need to maintain appropriate therapeutic boundaries, we do not engage in social media requests from clients.

#### **MHP-Client Privilege**

MHP-client privilege protects the confidentiality of information disclosed by the client and any records created during the counseling process. This privilege, similar to attorney-client or doctor-patient privilege, is held by the client and is designed to safeguard the therapeutic relationship.

If FMCC receives a subpoena for records or testimony, we will assert this privilege on behalf of the client unless explicitly instructed otherwise in writing by someone authorized to waive the privilege. For minor clients, the privilege is typically held by the minor, a court-appointed guardian, or the minor's legal counsel. Parents generally do not have the authority to waive the privilege for their minor child unless a court grants them this right.

Clients should be aware that discussing their mental or emotional state in a legal proceeding may unintentionally waive the MHP-client privilege. This includes situations where mental health is used as evidence in court. FMCC encourages clients to consult legal counsel before disclosing such information in any legal context to understand the potential implications.

#### **Client Litigation Policy**

To preserve the integrity of therapy, FMCC prioritizes staying out of litigation and legal disputes involving clients. The only exception to this is in cases where allegations are made against the MHP. In such instances, it is important to note that the confidentiality of client information may



be compromised, as the MHP may need to disclose relevant information to defend themselves appropriately.

As a matter of policy, FMCC does not voluntarily participate in litigation or custody disputes involving clients or their representatives. This includes refraining from communicating with attorneys, providing records, or offering opinions for legal purposes unless explicitly ordered by a court of law.

Should an MHP be subpoenaed or legally compelled to appear as a witness or provide records in connection with a legal matter involving the client, the client agrees to cover all associated costs. These costs include, but are not limited to, preparation time, travel expenses, and any additional time required to comply with legal obligations.

This policy is in place to protect the therapeutic alliance, uphold professional ethics, and maintain the focus on providing quality mental health care.

## **Mediation Services Policy**

FMCC offers mediation services as a separate and distinct function from therapeutic counseling. Clients engaging in mediation with FMCC should note the following policies specific to mediation:

Voluntary Participation and Mediator Role

Participation in mediation is entirely voluntary, with the objective of assisting parties in reaching mutually agreeable resolutions. FMCC mediators serve as neutral facilitators and do not provide therapy, counseling, legal advice, or legal representation during mediation sessions. All parties are encouraged to consult independent legal counsel and financial advisors regarding any agreements reached through mediation.

Minimal Record Retention and Confidentiality

Mediation differs from therapy in that FMCC does not retain detailed records, personal data, or session notes beyond what is necessary to draft and finalize the mediated agreement. Upon conclusion of mediation, FMCC retains a copy of the signed agreement. All other information shared during mediation is securely discarded to maintain confidentiality and comply with data protection regulations.

Confidentiality and Legal Admissibility

All communication, discussions, and offers made during mediation are strictly confidential and inadmissible in any court, arbitration, or legal proceedings. The signed agreement document is the only admissible document. FMCC mediators cannot be called upon to testify, provide records, or offer opinions in connection with any legal matters involving the mediation participants.

No Court Involvement

Mediators are not affiliated with court proceedings. FMCC does not participate in the filing, notarization, or enforcement of mediated agreements. It is solely the responsibility of the involved parties to seek legal formalization of any mediated agreements through appropriate legal channels, including notarization or court submission if necessary.

# **Complaints**



At Family Matters Counseling Center, we encourage clients to voice their comments and concerns to our staff or management in order to address issues and provide resolutions. We understand that there are instances when a formal process is necessary to address questions, concerns, or complaints. To facilitate proper resolution, FMCC has a complaint procedure that begins with filling out and signing an official complaint form. This is followed by a scheduled meeting between relevant staff and the client. We follow this protocol to ensure the best possible resolution while minimizing disruption to service operations and discomfort to other clients. Meeting appointments can be initiated by either party.

\*\*FMCC strictly prohibits retaliation or intimidation against employees or clients who report good-faith concerns of discriminatory, harassing, or unethical conduct. We reserve the right to refuse or discontinue services for individuals who display inappropriate, aggressive, or intimidating behavior towards our staff or others at our facility.

#### MHP's Incapacity or Death

In the event that an MHP becomes incapacitated or passes away, another licensed mental health professional at Family Matters Counseling Center may need to take possession of client records. By agreeing to FMCC's Informed Consent, Confidentiality, and Treatment Policy for Mental Health Services, you consent to another MHP accessing your files and providing you with a summary report upon request.

#### **Office Hours**

FMCC's MHP's are available by appointment only. Walk-ins are not accepted. If you need to communicate with a staff member at the center, please call our landline (+973 17 47 23 47) or our mobile/whatsapp line (+973 3600 9665) to speak to someone regarding your inquiries or concerns prior to coming in for further assistance.

#### **Professional Fees**

The fees for professional services are due prior to or at each visit to FMCC. *If your session type is virtual (over Zoom), you are responsible to settle fees prior to your session.* FMCC MHPS's will not conduct a virtual session until payment has been made. Third party payers are also subject to FMCC's professional fee policies.

With regards to insurance companies, FMCC does not deal with insurance companies directly. Therefore, you are responsible for each payment to FMCC. However, we do assist clients in completing reimbursement forms to help with insurance claims. Depending on your insurance policy and carrier, our services may or may not be reimbursable; and it is your responsibility to check the details of your insurance policy.

Online booking and e-payments by credit/debit card (upon request) are available for your convenience. For unpaid balances, FMCC reserves the right to hold or discontinue services. Services can be resumed once all financial balances are settled.

#### Appointments and Cancellations (Face to face or virtual)

When you schedule an appointment with a Service Provider or MHP, Family Matters Counseling Center reserves that time just for you. That is why we require **24-hour advance notice** for



cancellation or rescheduling. <u>Should you fail to show up for your scheduled appointment or need</u> <u>to adjust your appointment after the 24-hour deadline</u>, you will be charged the full cost of that session. These charges will either be added to fees generated with your next appointment, or you will receive an e-payment link to settle the payment. Occasional exceptions may be made in case of an emergency or unavoidable circumstances. Please note that we cannot include missed sessions when helping you fill out forms to claim with your insurance company.

## **Telephone Consultation**

Consulting with clients exclusively over the phone (or via text or email) rather than in person (or face-to-face) brings additional complexities and potential disadvantages to the therapeutic process because your MHP cannot detect nonverbal cues, may not be able to accurately diagnose, and may not be able to intervene as effectively as necessary. Therefore, FMCC's MHP's do not conduct consultations or sessions over the phone. You will have to arrange to come in person for your sessions OR schedule a virtual session (Zoom). **Brief telephone calls are conducted to the extent that we are able to gather a quick overview of your concern, direct you to book with the appropriate MHP for your case, and to manage appointments.** These brief phone calls should not exceed 5 to 10 minutes, and there is no charge for calls of this nature.

## Intervention Programs and Registration Fee

When you register for any of FMCC's Intervention Programs (i.e. workshops, courses, group services, personalized packages/programs, etc.), program dates, times, duration, frequency, and seats are allocated and reserved for you (or your child). Program fees are non-refundable and due before the start of the Program or by the specified due date. FMCC reserves the right to delay/discontinue Program delivery where payment has not been made until all financial balances are settled. Furthermore, any retraction to calendar program dates or timings made by the client after registration fees have been paid shall not entitle any fee reimbursement. As a center, we are not responsible or obligated to compensate for sessions missed or cancelled by the client. In non-emergency situations, clients are still expected to adhere to our 24-hour advance notice policy for any adjustments to bookings. Where applicable or possible, **make up sessions due to illness, emergency, or unforeseen force majeure situation may be allowed by your service provider, and subject to his/her availability. In the case of COVID19-related absences, client/parents must provide proof of illness (i.e. doctor's note or positive PCR result) for missed sessions to be compensated. All approved compensations must be completed within 25 working days of the missed sessions.** 

#### Additional Billable Services

In addition to appointment fees, the following services shall be billed at the MHP's full hourly rate:

Additional written reports, letters, etc. not originally included in your service provision



- Review of medical records, school reports, testing results and other professional materials that is not originally included in your service provision
- School visits and/or meetings at schools, including travel time (this does not apply to psychometrics assessments as it is already included in your service provision)
- > Court attendance and all hours spent in relation to court preparations
- \* All attempts will be made to keep these costs to a minimum.

## **Emergencies**

If you experience a medical emergency while you are on-site (at the center), FMCC staff is authorized to perform CPR if necessary, and to call 999 for emergency medical assistance and care. In an unlikely situation such as this, FMCC is legally exempt from FMCC-Client Confidentiality Agreement. If you are physically off-site, and experience serious emergency that requires immediate medical attention, we advise you to call 999 or proceed to Salmaniya Medical Center.

# FMCC Right to Modify Policies

FMCC reserves the right to modify our policies at any time, without prior notice. It is the sole responsibility of our clients to stay updated on our policies. If a client does not agree with any of our policies, they are free to terminate their relationship with FMCC. Alternatively, they are welcome to send us an email with question/comments.

## Our Pledge

FMCC considers your welfare to be of the highest priority. You have chosen to entrust us with your most valuable possession – the health of your personality and your relationships. We take such a trust with the finest care possible.

# <u>CONSENT</u>

By booking, registering, or engaging in services at FMCC, you confirm that you have read, understood, and agreed to the terms outlined in FMCC's Informed Consent, Confidentiality, Data Privacy, and Treatment Policy. Your booking serves as your formal consent to these policies.

Please note that this policy may be updated periodically. FMCC reserves the right to revise its contents at any time without prior notice. A copy of the current policy is included with each booking confirmation email. We encourage you to review it regularly and familiarize yourself with any changes.

We hope this information helps you understand our policies and approach to treatment. If you have any questions or concerns, please discuss them with your MHP.