



Terms & Conditions

Self Talk Counseling & Consulting, PLLC

Informed Consent for Psychotherapy

General Information The therapeutic relationship is unique in that it is a highly personal and at the same time, a contractual agreement. Given this, it is important for us to reach a clear understanding about how our relationship will work, and what each of us can expect. This consent will provide a clear framework for our work together. Feel free to discuss any of this with me. Please read and indicate that you have reviewed this information and agree to it by filling in the checkbox at the end of this document.

The Therapeutic Process You have taken a very positive step by deciding to seek therapy. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. There are no miracle cures. I cannot promise that your behavior or circumstance will change. I can promise to support you and do my very best to understand you and repeating patterns, as well as to help you clarify what it is that you want for yourself.

Confidentiality The session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing to have all or portions of such content released to a specifically named person/persons. Limitations of such client held privilege of confidentiality exist and are itemized below:

1. If a client threatens or attempts to commit suicide or otherwise conducts him/her self in a manner in which there is a substantial risk of incurring serious bodily harm.
2. If a client threatens grave bodily harm or death to another person.
3. If the therapist has a reasonable suspicion that a client or other named victim is the perpetrator, observer of, or actual victim of physical, emotional or sexual abuse of children under the age of 18 years.
4. Suspicions as stated above in the case of an elderly person who may be subjected to these abuses.
5. Suspected neglect of the parties named in items #3 and # 4.
6. If a court of law issues a legitimate subpoena for information stated on the subpoena.
7. If a client is in therapy or being treated by order of a court of law, or if information is obtained for the purpose of rendering an expert's report to an attorney.

Occasionally I may need to consult with other professionals in their areas of expertise in order to provide the best treatment for you. Information about you may be shared in this context without using your name.

If we see each other accidentally outside of the therapy office, I will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to speak briefly with you, but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

About the therapist

Kareem Puranda is a Board Certified, Licensed Clinical Mental Health Counselor (LCMHC-11161), and Licensed Clinical Addictions Specialist (LCAS-20819). He obtained his graduate degree in Clinical Mental Health Counseling (MA) at the University of North Carolina at Charlotte on May 10, 2014. He has been actively practicing counseling since 2014. Kareem uses integrative approaches to meet clients where they are. His philosophy and approach invite clients to think outside the box. He is an empathic counselor who views every client with an unconditional positive regard. His commitment and sincerity in helping clients solve life challenges, make him trustworthy in the therapeutic relationship.

Kareem is motivated to serve individuals ranging from adolescents to adults suffering from mental health, trauma or substance abuse disorders. His special interests are oppositional defiance, conduct disorder, parenting concerns, bipolar disorders, anxiety disorders, substance abuse disorders, family counseling, relationship

concerns, developmental transitions, adjustment disorders, depression, anxiety, spirituality, career issues, grief, attachment, trauma and self- esteem challenges. If he is unable to provide the services your need, due to lack of training or other barrier to treatment, he will refer you to an appropriate mental health professional who can more effectively work with your concerns.

Complaints

Although clients are encouraged to discuss any concerns with me, you may file a complaint against me with the organization below should you feel I am in violation of any of these codes of ethics. I abide by the ACA Code of Ethics ([https://www.ncblpc.org/Assets/LawsAndCodes/ACA_Code_of_Ethics\(2014\).pdf](https://www.ncblpc.org/Assets/LawsAndCodes/ACA_Code_of_Ethics(2014).pdf)).

North Carolina Board of Licensed Clinical Mental Health Counselors

P.O. Box 77819

Greensboro, NC 27417

Phone: 844-622-3572 or 336-217-6007

Fax: 336-217-9450

E-mail: complaints@ncblcmhc.org

Acceptance of Terms

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS CONTAINED IN THIS DOCUMENT

CONSENT FOR TELEHEALTH CONSULTATION

1. I understand that I or my health care provider wishes me to engage in a telehealth consultation.
2. My health care provider explained to me how the video conferencing technology that will be used to affect such a consultation will not be the same as a direct client/health care provider visit due to the fact that I will not be in the same room as my provider.
3. I understand that a telehealth consultation has potential benefits including easier access to care and the convenience of meeting from a location of my choosing.
4. I understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties. I understand that my health care provider or I can discontinue the telehealth consult/visit if it is felt that the videoconferencing connections are not adequate for the situation.
5. I have had a direct conversation with my provider, during which I had the opportunity to ask questions in regard to this procedure. My questions have been answered and the risks, benefits and any practical alternatives have been discussed with me in a language in which I understand.

CONSENT TO USE THE TELEHEALTH BY ZOOM

Zoom is the technology service we will use to conduct telehealth videoconferencing appointments. It is simple to use and there are no passwords required to log in. By signing this document, I acknowledge:

1. Zoom is NOT an Emergency Service and in the event of an emergency, I will use a phone to call 911.
2. Though my provider and I may be in direct, virtual contact through Zoom, Zoom does not provide any medical or healthcare services or advice including, but not limited to, emergency or urgent medical services.
3. Zoom facilitates videoconferencing and is not responsible for the delivery of any healthcare, medical advice or care.
4. I do not assume that my provider has access to any or all of the technical information in Zoom – or that such information is current, accurate or up-to-date. I will not rely on my health care provider to have any of this information in Zoom.
5. To maintain confidentiality, I will not share my telehealth appointment link with anyone unauthorized to attend the appointment.

By signing this form, I certify:

- That I have read or had this form read and/or had this form explained to me.

- That I fully understand its contents including the risks and benefits of the procedure(s).
- That I have been given ample opportunity to ask questions and that any questions have been answered to my satisfaction.

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.

LATE CANCELLATION / NO SHOW / REFUND POLICY

Self-Talk Counseling & Consulting, PLLC has a no refund policy and requires at least 24 hour cancellation notice. If cancellation is less than 24 hours, you will be responsible for a cancellation fee of \$25.00; regardless of client status as private pay or insured. Please remember to cancel or reschedule 24 hours in advance.

The standard meeting time for individual, family & couples therapy is 50 minutes. A scheduled appointment is a time commitment made to you and is held exclusively for you. Therefore, cancellations and re-scheduled sessions will be subject to the cancellation fee if **NOT RECEIVED AT LEAST 24 HOURS IN ADVANCE**. You are responsible for payment prior to your next scheduled appointment.

Please note if you are late for a session, you may lose some of that session time. In addition, frequent cancellations or missed appointments will prompt a reevaluation of your need for services. This evaluation may result in termination of services or referral.

EAP - If you are an EAP client and do not give a 24 hours' notice of cancellation, your appointment will be counted as one of your allowed visits. If your EAP doesn't cover the missed session, then you are responsible for the \$25.00 cancellation fee.

PRACTICE POLICIES

APPOINTMENTS AND CANCELLATIONS Please remember to cancel or reschedule 24 hours in advance. You will be responsible for a cancellation fee equal to half the cost of your scheduled session if the cancellation is less than 24 hours.

The standard meeting time for psychotherapy is 50 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 50-minute session needs to be discussed with the therapist in order for time to be scheduled in advance.

A \$25.00 service charge will be charged for any checks returned for any reason for special handling.

Cancellations and re-scheduled session will be subject to a cancellation fee equal to half the cost of the session if **NOT RECEIVED AT LEAST 24 HOURS IN ADVANCE**. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you may lose some of that session time.

TELEPHONE ACCESSIBILITY

If you need to contact me between sessions, please leave a message on my voice mail. I am often not immediately available; however, I will attempt to return your call within 24 hours. Please note that Face-to-face sessions are highly preferable to phone sessions. However, in the event that you are out of town, sick or need additional support, phone sessions are available. If a true emergency situation arises, please call 911 or any local emergency room.

SOCIAL MEDIA AND TELECOMMUNICATION

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

ELECTRONIC COMMUNICATION

I cannot ensure the confidentiality of any form of communication through electronic media, including text

messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, I will do so. While I may try to return messages in a timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of North Carolina. Telemedicine involves the use of electronic communications to enable health care providers at different locations to share individual patient medical information for the purpose of improving patient care. Providers may include primary care practitioners, specialists, and/or subspecialists. The information may be used for diagnosis, therapy, follow-up and/or education, and may include any of the following: · Patient medical records · Medical images · Live two-way audio and video · Output data from medical devices and sound and video files Electronic systems used will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption. Expected Benefits: · Improved access to medical care by enabling a patient to remain in his/her ophthalmologist's office (or at a remote site) while the physician obtains test results and consults from healthcare practitioners at distant/other sites. · More efficient medical evaluation and management. · Obtaining expertise of a distant specialist. Possible Risks: As with any medical procedure, there are potential risks associated with the use of telemedicine. These risks include, but may not be limited to: · In rare cases, information transmitted may not be sufficient (e.g. poor resolution of images) to allow for appropriate medical decision making by the physician and consultant(s); · Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment; · In very rare instances, security protocols could fail, causing a breach of privacy of personal medical information; · In rare cases, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgment errors;

MINORS

If you are a minor, your parents may be legally entitled to some information about your therapy. I will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

TERMINATION Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. I may terminate treatment after appropriate discussion with you and a termination process if I determine that the psychotherapy is not being effectively used or if you are in default on payment. I will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, I will provide you with a resource of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, I must consider the professional relationship discontinued.

BY CLICKING ON THE CHECKBOX BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.

Privacy Practice

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.**

Your Rights

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

Your Choices

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

Our Uses and Disclosures

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say "no" to your request, but we'll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways.

Treat you

We can use your health information and share it with other professionals who are treating you.

Example: A doctor treating you for an injury asks another doctor about your overall health condition.

Run our organization

We can use and share your health information to run our practice, improve your care, and contact you when necessary.

Example: We use health information about you to manage your treatment and services.

Bill for your services

We can use and share your health information to bill and get payment from health plans or other entities.

Example: We give information about you to your health insurance plan so it will pay for your services.

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research

We can use or share your information for health research.

Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests

We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.

- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

CANCELLATION POLICY

This is a no refund policy. Client will only be able to reschedule if they have a doctor's note or proof of barrier to attendance. A 24 hour's notice is required. Failure to do so will result in the full charge of the missed appointment. As insurance does not cover this type of cost, the client will be responsible for the full amount.

Call 980-285-3689 to cancel appointments or email info@selftalkcounseling.com

Thank you for your consideration regarding this matter.

Client Signature (Client's Parent/Guardian if under 18)

Today's Date

Recipient's Rights Notification

As a recipient of services at our facility, we would like to inform you of your rights as a patient and the process of complaining if you believe your rights have been violated.

YOUR RIGHTS AS A PATIENT

1. Complaints. We will investigate your complaints.
2. Suggestions. You are invited to suggest changes in any aspect of the services we provide.
3. Civil rights. Your civil rights are protected by federal and state laws.
4. Cultural/spiritual/gender issues. You may request services from someone with training or experiences from a specific cultural, spiritual, or gender orientation. If these services are not available, we will help you in the referral process.
5. Treatment. You have the right to take part in formulating your treatment plan.
6. Denial of services. You may refuse services offered to you and be informed of any potential consequences.
7. Availability of records. You have the right to obtain a copy and/or inspect your protected health information; however, we may deny access to certain records. If so, we will discuss this decision with you.
8. Amendment of records. You have the right to request an amendment in your records; however, this request could be denied. If denied, your request will be kept in the records.
9. Disclosures. You have the right to receive an accounting of disclosures of your protected health information that you have not authorized.

YOUR RIGHTS TO RECEIVE INFORMATION

1. Costs of services. We will inform you of how much you will pay.
2. Termination of services. You will be informed as to what behaviors or violations could lead to - termination of services at our clinic.
4. Confidentiality. You will be informed of the limits of confidentiality and how your protected health information will be used
5. Policy changes.

OUR ETHICAL OBLIGATIONS

1. We dedicate ourselves to serving the best interest of each client.
2. We will not discriminate between clients or professionals based on age, race, creed, disabilities, handicaps, preferences, or other personal concerns.
3. We maintain an objective and professional relationship with each client.
4. We respect the rights and views of other mental health professionals.
5. We will appropriately end services or refer clients to other programs when appropriate.
6. We will evaluate our personal limitations, strengths, biases, and effectiveness on an ongoing basis for the purpose of self-improvement. We will continually attain further education and training.

PATIENT'S RESPONSIBILITIES

1. You are responsible for your financial obligations to the clinic as outlined in the Payment Contract for Services.
2. You are responsible for following the policies of the clinic.
3. You are responsible to treat staff and fellow patients in a respectful, cordial manner in which their rights are not violated.
4. You are responsible to provide accurate information about yourself.

WHAT TO DO IF YOU BELIEVE YOUR RIGHTS HAVE BEEN VIOLATED

If you believe that your patient rights have been violated, contact our Recipient's Rights Advisor or Clinic Director.

CLIENT-THERAPIST CONTACT: PROPER AND IMPROPER CONDUCT

This brochure has been written to help you understand what is proper and improper conduct for a therapist, and what responses are available to you as a consumer. It may raise issues that you have not considered before. However, if you are well informed, you will be better able to make sure your needs are met in therapy.

Although almost all therapists are ethical people (that is, moral and law-abiding people) who care about their clients and follow professional rules and standards in their practice, there are a very few who do not consider what is best for their clients and who behave unethically. These issues apply to any mental health worker: psychologists, psychiatrists, social workers, counselors, clergy, nurses, or marriage and family therapists.

Therapist Behaviors That May Not Be OK

There will be times in your therapy when it might be important, even if it is very uncomfortable for you and your therapist, to discuss your feelings and concerns about sex. In fact, such discussions may be needed if you are to benefit from your therapy. However, sexual contact is never a proper part of any sex education or sex therapy.

Many caring therapists sometimes show their feelings through touch. These forms of physical contact in therapy, such as a handshake, a pat on the back, or a comforting hug, may not concern you. However, you are the best judge of the effects that any touching may have on you. If your therapist engages in any type of physical contact that you do not want, tell him or her to stop, and explain how you feel about that contact. A responsible therapist will want to know about your feelings and will respect your feelings without challenging you. If your therapist makes sexual comments or touches you in a way that seems sexual to you, you are likely to feel discomfort. Trust your feelings. Do not assume that your therapist must be right if it feels wrong to you.

There are warning signs that a therapist may be moving toward sexual contact with you. The therapist may start talking a lot about his or her own personal problems, giving you gifts, writing letters to you that are not about your therapy, or dwelling on the personal nature of your relationship. Or the therapist may create the idea that he or she is your only source of help by criticizing you for standing up for yourself, or by telling you how to behave with a sexual partner. A red flag should definitely go up if your therapist discusses his or her own sexual activities or sexual attraction to you. Other signs include making remarks intended to arouse sexual feelings, or forms of physical seduction, such as sexual touching.

Attraction to Your Therapist

It is normal for people in therapy to develop positive feelings, such as love or affection, toward a therapist who gives them support and caring. These feelings can be strong and may sometimes take the form of sexual attraction. It can be helpful to discuss these feelings with your therapist in order to understand them. A caring, ethical therapist would never take advantage of your feelings by suggesting sexual contact in therapy or by ending therapy to have a romantic relationship with you.

Though sexual feelings sometimes occur, and discussion about them is often useful, sexual contact with your therapist cannot be helpful. Sexual contact in therapy has been found to be harmful to the client in many ways, including damaging the client's ability to trust. The harmful effects may be immediate, or they may not be felt until later. For this reason, sexual contact with clients is clearly against the rules of all professional groups of mental health workers (psychologists, psychiatrists, social workers, and counselors).

Actions You Can Take If You Believe That Your Therapist's Actions Are Not OK

Any time you feel uncomfortable about a part of your therapy, including therapist behavior that you think

is improper, consider discussing this with your therapist. Your therapist should not try to make you feel guilty or ashamed for asking questions, and your therapist should not try to frighten, pressure, or threaten you. If your therapist will not discuss your concerns openly or continues to behave in ways that are not OK with you, you probably have reason to be concerned.

When a discussion with your therapist about these behaviors does not help, you have the right to take some further action. You may wish to find another therapist and/or file any of several types of complaints. It is important for you to make the final decision about what course of action is best for your concerns and needs.

It may be very hard for you to think about making any kind of complaint against your therapist. You may worry that he or she will eventually find out about your complaint and be angry or hurt about it. You may also be concerned about possible harm to your therapist. There are several points to consider when you are trying to decide what is the best thing to do:

- Sexual contact between a therapist and a client is never a proper form of treatment for any problem. A therapist who suggests or engages in sexual contact in therapy is showing a lack of concern for you.
- Sexual contact in therapy is never your fault. Regardless of the particular things that have happened, you have placed your trust in the therapist, and it is his or her duty not to take advantage of that trust. If the therapist does this, you have been betrayed.
- A therapist who engages in sexual contact with a client is likely to do so more than once and with more than one client. If no one reports this behavior, other people may be harmed by the same therapist.

Specific Courses of Action

Remember that you have the right to stop therapy whenever you choose. At the same time, you may also wish to make some type of complaint against the therapist who has acted improperly.

If you choose to make a complaint against your therapist, the process may become long and difficult. Other clients taking such action have felt overwhelmed, angry, and discouraged. It is very important that you have support from people you can depend upon. Good sources of support might be family members, friends, support groups, a new therapist, or some type of advocate. Identify and use good sources of support to help you feel more secure about the plan of action you have chosen.

You may want to contact the state and/or national professional group to which your therapist belongs. For example, many practicing counselors are members of the American Counselors Association and American Psychological Association. These organizations have specific rules against sexual contact with clients, and each has an ethics committee that hears complaints.

If your therapist is a licensed professional, you may want to contact this state's licensing board of the profession to which your therapist belongs. It has the power to take away or suspend the license of a professional found guilty of sexual misconduct.

Here are the addresses of the organizations mentioned above:

American Psychological Association
750 First Street NE
Washington, DC 20002
800-374-2721
www.apa.org

American Counseling Association
5999 Stevenson Avenue
Alexandria, VA 22304
800-347-6647
www.counseling.org

North Carolina Board of Licensed
Professional Counselors
P.O. Box 77819
Greensboro, NC 27417
Phone: 844-622-3572 or 336-217-6007
Fax: 336-217-9450
E-mail: Complaints@ncblpc.org

LIMITS OF CONFIDENTIALITY

Contents of all therapy sessions are considered to be confidential. Both verbal information and written records about a client cannot be shared with another party without the written consent of the client or the client's legal guardian. Noted exceptions are as follows:

Duty to Warn and Protect

When a client discloses intentions or a plan to harm another person, the mental health professional is required to warn the intended victim and report this information to legal authorities. In cases in which the client discloses or implies a plan for suicide, the health care professional is required to notify legal authorities and make reasonable attempts to notify the family of the client.

Abuse of Children and Vulnerable Adults

If a client states or suggests that he or she is abusing a child (or vulnerable adult) or has recently abused a child (or vulnerable adult), or a child (or vulnerable adult) is in danger of abuse, the mental health professional is required to report this information to the appropriate social service and/or legal authorities.

Minors/Guardianship

Parents or legal guardians of non-emancipated minor clients have the right to access the clients' records.

Insurance Providers (when applicable)

Insurance companies and other third-party payers are given information that they request regarding services to clients. Information that may be requested includes, but is not limited to: types of service, dates/times of service, diagnosis, treatment plan, description of impairment, progress of counseling, case notes, and summaries.

E-mail and Text

Unencrypted information cannot be guaranteed secure. If a client chooses to email or text the agency from a personal email account, the information should be limited to housekeeping issues such as cancellation or change in contact information. Email and text messages will be checked at least once per day during the business week.

Emergencies

All emergencies including indication of harm to self or others must be directed to 911. Do not leave messages by voice, e-mail, or text that indicate harm to self or others as these means of communication are not secure and may not be reliable. In case of emergency report to the hospital ER.

Consultation

We consult regularly within the agency and with other professionals regarding clients; however, the client's name or other identifying information is never disclosed. The client's identity remains completely anonymous and confidentiality is fully maintained.

I agree to the above limits of confidentiality and understand their meanings and ramifications.

Client Signature (Client's Parent/Guardian if under 18)

Today's Date

Notice of Policies and Practices to Protect the Privacy of Your 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.

We are required by law to maintain the privacy of your health information and provide you with a description of our privacy practices. This notice will also describe your rights and certain obligations we have regarding the use and disclosure of your health information.

PLEASE REVIEW THIS NOTICE CAREFULLY

Your health information is personal. We are committed to protecting your health information. We create a record of the care and services you receive at this office. We need this record to provide you with quality care and comply with certain legal requirements. This Notice applies to all of the records of your care generated by this office whether made by your therapist or one of the office's employees.

1. **PURPOSE:** Self-Talk Counseling & Consulting, PLLC (STCC) and its professional staff, employees, and trainees follow the privacy practices described in this Notice. Self-Talk Counseling & Consulting, PLLC keeps your mental health information in records that will be maintained and protected in a confidential manner, as required by law. Please note that in order to provide you with the best possible care and treatment, all professional staff involved in your treatment and employees involved in the health care operations of the agency have access to your records.
2. **WHAT ARE TREATMENT and HEALTH CARE OPERATIONS?** Your treatment includes sharing information among mental health care providers who are involved in your treatment. For example, if you are seeing both a STCC physician (psychiatrist) and a STCC counselor, they may share information in the process of coordinating your care. Treatment records may be reviewed as part an on-going process directed toward assuring the quality of STCC operations. Staff members designated by the Quality Assurance Committee may access clinical records periodically to verify that STCC standards are met.
3. **HOW WILL Self-Talk Counseling & Consulting, PLLC USE MY PROTECTED HEALTH INFORMATION (PHI)?**

Your personal mental health record will be retained by Self-Talk Counseling & Consulting, PLLC for at least seven years after your last clinical contact with the agency. After that time has elapsed, the record will be shredded or otherwise destroyed in a way that protects your privacy.

- a. Until the records are destroyed they may be used, unless you ask for restrictions on a specific use or disclosure, for the following purposes: Appointment reminders;
- b. Notification when an appointment is canceled or rescheduled by the Center;
- c. As may be required by law;

- d. For public health purposes such as reporting of child or elder abuse or neglect; reporting reactions to medications; infectious disease control; notifying authorities of suspected abuse, neglect, or domestic violence (if you agree or as required by law);
 - e. Mental health oversight activities, e.g., audits, inspections or investigations of administration and management of STCC;
 - f. Lawsuits and disputes (We will attempt to provide you advance notice of subpoena before disclosing information from your record.);
 - g. Law enforcement (e.g., in response to a court order or other legal process) to identify or locate an individual being sought by authorities; about victim of a crime under restricted circumstances; about a death that may be the result of criminal conduct; about criminal conduct that occurred in the Counseling Center; when emergency circumstances occur relating to a crime;
 - h. To prevent a serious threat to health or safety;
 - i. To carry out treatment and health care operations functions through medical transcription services;
 - j. To military command authorities if you are a member of the armed forces or a member of a foreign military authority;
 - k. National security and intelligence activities;
 - l. Protection of the President or other authorized persons for foreign heads of state, or to conduct special investigations.
 - m. To support the operations and functioning of STCC. All business associates (e.g., electronic health record vendor) connected to STCC are obligated to protect the privacy and security of your PHI and may not use or disclose your PHI other than as specified in our agreements with them.
 - n. Alcohol and drug abuse information has special privacy protections. STCC will not disclose any mental health or medical information relating to a client's substance abuse treatment unless: (i) the client consents in writing; (ii) a court order requires disclosure of the information; (iii) medical personnel need the information to meet a medical emergency; (iv) qualified personnel use the information for the purpose of conducting research, management audits, or program evaluation; or (v) it is necessary to report a crime or a threat to commit a crime or to report abuse or neglect as required by law.
4. **YOUR AUTHORIZATION IS REQUIRED FOR OTHER DISCLOSURES.** Except as described previously, we will not use or disclose information from your record unless you authorize (permit) in writing the STCC to do so. You may revoke your permission, which will be effective only after the date of your written revocation.

5. YOU HAVE RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION

(PHI).). You have the following rights regarding your health information, provided that you make a written request to invoke the right to the Counseling and Mental Health Center.

- a. Right to request restriction. You may request limitations on your mental health information we may disclose, but we are not required to agree to your request. If we agree, we will comply with your request unless the information is needed to provide you with emergency treatment. Right to confidential communications. You may request communications in a certain way or at a certain location, but you must specify how or where you wish to be contacted.
- b. Right to inspect and copy. You have the right to inspect and copy your mental health information regarding decisions about your care. We may charge a fee for copying, mailing, and supplies. Under limited circumstances, your request may be denied; you may request review of the denial by another licensed mental health professional chosen by Counseling and Mental Health Center. Self-Talk Counseling & Consulting, PLLC will comply with the outcome of the review.
- c. Right to an electronic copy of mental health records. If your PHI is maintained in an electronic format (known as an electronic health record), you have the right to request that an electronic copy of your record be given to you or another individual or entity. We will make every effort to provide access to your PHI in the form or format you request, if it is readily producible in that form or format. If it is not readily producible in the form or format you request, your record will be provided in either our standard electronic format, or, if you do not want this format, as a readable hard copy. We may charge a fee for transmitting the electronic health record.
- d. Right to request a clarification of record. If you believe that the information we have about you is incorrect or incomplete you may ask to add clarifying information. Self-Talk Counseling & Consulting, PLLC is not required to accept the information that you propose.
- e. Right to accounting of disclosures. You may request a list of the disclosures of your mental health information that have been made to persons or entities other than for treatment or health care operations. Right to receive notice of a breach. You have the right to be notified upon a breach of any of your unsecured PHI.
- f. Right to a copy of this Notice. You may request a paper copy of this Notice at any time, even if you have been provided with an electronic copy.

6.

REQUIREMENTS REGARDING THIS NOTICE.

Self-Talk Counseling & Consulting, PLLC is required to provide you with this Notice that governs our privacy practices. Self-Talk Counseling & Consulting, PLLC may change its policies or procedures in regard to privacy practices. If and when changes occur, the changes will be effective

for mental health information we have about you as well as any information we receive in the future. Any time you come in to Self-Talk Counseling & Consulting, PLLC for an appointment, you may ask for and receive a copy of the Privacy Notice that is in effect at the time.

7. COMPLAINTS.

If you believe your privacy rights have been violated, you may file a complaint with the:

North Carolina Board of Licensed Professional Counselors
P.O. Box 77819
Greensboro, NC 27417
Phone: 844-622-3572 or 336-217-6007
Fax: 336-217-9450

E-mail: Complaints@ncblpc.org

Contact: Call Self-Talk Counseling & Consulting, PLLC and ask to speak with the Clinical Services Director at 980.285.3689 or email: info@selftalkcounseling.com if:

- you have a complaint;
- you have any questions about this notice
- you wish to request restrictions on uses and disclosure for health care treatment or operations; or
- you wish to obtain any of the forms mentioned to exercise your individual rights described above.

VI. Effective Date, Restrictions, and Changes to Privacy Policy

This notice will go into effect on January 1, 2017. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. If we revise our policies and procedures, we will post a copy of any revised Notice in this office.

Other uses and disclosures of your PHI not covered by this Notice of Privacy Practices will be made only with your written authorization. If you provide us such an authorization in writing to use or disclose PHI about you, you may revoke that authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose PHI about you for the reasons covered by your written authorization. Be aware that we are unable to take back any disclosures we have already made with your permission, and we are required to retain our records of care that we provide to you.

MY PRIVATE PRACTICE SOCIAL MEDIA POLICY

This document outlines my office policies related to use of Social Media. Please read it to understand how I conduct myself on the Internet as a mental health professional and how you can expect me to respond to various interactions that may occur between us on the Internet. If you have any questions about anything within this document, I encourage you to bring them up when we meet. As new technology develops and the Internet changes, there may be times when I need to update this policy. If I do so, I will notify you in writing of any policy changes and make sure you have a copy of the updated policy.

FRIENDING

I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

INTERACTING

Please do not use SMS (mobile phone text messaging) to contact me. Engaging with me this way could compromise your confidentiality. 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.

If you need to contact me between sessions, the best way to do so is by phone. Direct email at kpuranda@selftalkcounseling.com is second best for quick, administrative issues such as changing appointment times. See the email section below for more information regarding email interactions.

BUSINESS REVIEW SITES

You may find my psychology practice on sites such as Yelp, Health grades, Google, Bing, or other places which list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is NOT a request for a testimonial, rating, or endorsement from you as my client.

The American Psychological Association's Ethics Code states under Principle 5.05 that it is unethical for psychologists to solicit testimonials: "Psychologists do not solicit testimonials from current therapy clients/patients or other persons who because of their particular circumstances are vulnerable to undue influence."

Of course, you have a right to express yourself on any site you wish. But due to confidentiality, I cannot respond to any review on any of these sites whether it is positive or negative. I urge you to take your own privacy as seriously as I take my commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a good possibility that I may never see it.

If we are working together, I hope that you will bring your feelings and reactions to our work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in therapy with me wherever and with whomever you like. Confidentiality means that I cannot tell people that you are my client and my Ethics Code prohibits me from requesting testimonials. But you are more than welcome to tell anyone you wish that I'm your therapist or how you feel about the treatment I provided to you, in any forum of your choosing.

If you do choose to write something on a business review site, I hope you will keep in mind that you may be sharing personally revealing information in a public forum. I urge you to create a pseudonym that is not linked to your regular email address or friend networks for your own privacy and protection.

EMAIL

I prefer using email only to arrange or modify appointments. Please do not email me content related to your therapy sessions, as email is not completely secure or confidential. If you choose to communicate with me by email, be aware that all emails 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 administrator(s) of the Internet service provider.

You should also know that any emails I receive from you and any responses that I send to you become a part of your legal record.

CONCLUSION

Thank you for taking the time to review my Social Media Policy. If you have questions or concerns about any of these policies and procedures or regarding our potential interactions on the Internet, do bring them to my attention so that we can discuss them.

Notice of Policies and Practices to Protect the Privacy of Your Health Information

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ACKNOWLEDGMENT

By signing below, I acknowledge that I have received a copy of this office's Notice of Privacy Practices form.

Client/Parent/Guardian Signature

Date

Refusal to Sign Acknowledgment

Therapist/Patient Name

Date

Initials _____

