

Informed Consent and Notice of Privacy Practices

Megan Carlson, MA, LPC, Ltd

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PSYCHOLOGICAL SERVICES

Therapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of therapy often requires discussing the unpleasant aspects of your life. However, therapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Therapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

Therapy is not a crisis service. Although it is important to let me know if a crisis has occurred and I may be able to help in some ways, I am not accessible 24/7 and therefore, can not be used as a crisis service. **If you have a crisis you should call 911, the crisis hotline (988), National Suicide Prevention Lifeline at 800-273-TALK (8255), or go to the nearest emergency room.**

When participating in a virtual session it is important that I know where you are located in case of emergency. If you are anywhere other than the address that you place on your paperwork, it is your responsibility to inform me at the start of the session. In addition, it is your responsibility to answer truthfully when I ask you where you are located.

PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychological services that I provide. Your records are maintained on Google Suite which is HIPAA compliant and accessed through 2 step verification. I keep brief records noting when I saw you, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, collateral contacts, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file. Because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. You also have the right to request that a copy of your file be made available to any other health care provider at your written request. Requests for records for personal use or to be sent to another professional may incur up to a \$25 charge and this process can take up to 15 days. Professional records are required to be kept for 5 years from discharge in PA and then can be destroyed.

CONFIDENTIALITY

As a rule, I will disclose no information about you, or the fact that you are my client, without your written consent. However, as a licensed counselor in Pennsylvania, I am mandated to report certain things:

- If allowed by court order. I consider our communication to be privileged; however, Pennsylvania law indicates that I can be subpoenaed.
- If there is a medical emergency and I need to give information to medical personnel.
- If I have reason to believe that you are a danger to yourself or others.
- If I am made aware of the abuse or neglect, past or present, of **any** child or elder.

GROUP CONFIDENTIALITY

If you are participating in a group it is expected that you maintain the confidentiality of anyone in the group. This means that you are not to talk to others outside of the group about who is in your group or what they said. It also means that you are not to speak to other group members about other group members. Finally, if you see someone in your group outside of group, it is expected that you speak to them only if they consent and in such a way that you maintain the confidentiality of how you know them. Failure to maintain confidentiality will result in immediate termination from the group. When joining a group you accept the possibility that other members may not abide by the above rules. Although I will terminate offenders, I cannot be held responsible for group members breaking confidentiality.

CONFIDENTIALITY IN THE HOME OR COMMUNITY

If you agree to meet me in your home or in the community you are accepting the risk of breached confidentiality and will not hold me liable for any breaches of confidentiality that occur in these places. In a public space our conversation may be overheard and therefore, it is your responsibility to speak in a way that maintains your desired level of confidentiality. It is also possible that someone who knows you may see you while you are with me. However, you can expect that I will present myself as a friend unless you introduce me as your therapist.

CONFIDENTIALITY WHEN COMMUNICATING VIRTUALLY

Virtual communications will become part of the clinical record. Although virtual methods of communication (phone, text, email, chat, and video chat) have become accepted and convenient methods of communication, they are not always confidential or without risk. Those risks include, but are not limited to:

- Not all email programs afford the same security. Depending on your service provider, an email may not be encrypted while it is being transmitted between the sender and receiver. Unencrypted email may be at greater risk for interception by an unintended third party.
- Backup copies of email and chat may be retained on communication servers that are not within the sender or receiver's control. These backup copies may exist even after an email or chat has been deleted.
- Employers and service providers have the right to archive and inspect communications sent using their systems.
- Email can be easily circulated or forwarded.
- Email or chat senders may easily if inadvertently misaddress a communication.

- All virtual types of communication may or may not be encrypted.
- Virtual communication can be intercepted, altered or used without authorization or detection.
- Virtual communication may be introduced as evidence in court proceedings.
- Virtual communication can be lost in transmission.
- Other people in your household or with access to your devices may be able to access your virtual communication.
- People around you may hear or see what you are communicating.

I am committed to your privacy and the confidentiality of your care. However, because of the risks outlined above, I cannot guarantee the security and confidentiality of virtual communication. For that reason, you are provided this information so that you may make an informed decision about granting consent to me to communicate with you via virtual communication. Please note that if you call, text, or email me from a number or address you are automatically consenting to me replying to that number or address.

The Responsibilities of Megan Carlson, MA, LPC, Ltd:

- I commit to you that I will take every reasonable precaution to ensure that communications are with you, the client, and are sent only to you via the email address and phone number that you provide.
- Your emails will never be forwarded without your express consent, except as authorized or required by law.
- Any email communications between you and I will be made part of your record.

You, the client, agree to:

- Be responsible for the confidentiality of virtual communication on your end.
- Keep communication password protected and keep communication out of sight and/or earshot of those around you.
- Can choose to create new, anonymous email addresses/chat accounts/phone numbers (such as a Google Voice number) to use for therapy and do not write personally identifying information in these communications.

CONSENT TO THERAPY

Your signature below indicates that you have read this agreement and agree to its terms and you are consenting to be treated by Megan Carlson, MA, LPC, Ltd.

Approved Email Address: _____

Approved Phone Number: _____

Client Signature: _____

Client Printed Name: _____ **Date:** _____