



Success Strategies For Life

PARTICIPANT ORIENTATION AND CONSENT TO PARTICIPATE

Dene Culton, MA

I am pleased that you have chosen me as your counselor. This document serves to inform you of my background and ensure our professional relationship is understood. The counseling relationship is meaningful and should facilitate personal growth. The environment I promote is one of openness, honesty, trust, and safety. I am open to discuss with you my principles and philosophies of the counseling process to allow the greatest potential for personal growth.

Clients are expected to make their own decisions regarding life issues (behavior, relationships, parenting, custody, etc.). I will provide assistance with exploring consequences and outcomes of these choices related to your goals. As we work together, it is necessary for you to share your ideas and goals honestly so that the experience can benefit you to the fullest. If issues arise that extend beyond my ability, or I believe another service would better serve you, I will assist you with a referral.

THERAPIST INFORMATION

I hold a Master of Arts degree in Psychology with a concentration in Counseling from McNeese State University. I am working under the direct supervision of Keri Forbess-McCorquodale, MS, CEAP, LCP-S, LMFT. Her business address is 710 W, Prien Lake Rd., Suite 103, Lake Charles, LA. 70601. (337) 310-2822.

I use an eclectic approach to counseling. It is a flexible approach that allows me to adapt to each client's individual needs by incorporating various theoretical principles and treatment techniques. I have worked with children, teens, and adults ranging in ethnicities, races, backgrounds, and problem areas.

My services will be rendered in a professional manner consistent with accepted ethical standards as determined by the Code of Conduct for Licensed Professional Counselors. A copy of the code is available upon request. If I am unable to address your needs, or if you become dissatisfied with my services, please let me know. Formal complaints about code violations can be made to the Licensed Professional Counselors Board of Examiners; 8631 Summa Avenue, Baton Rouge, LA 70809.

ELIGIBILITY AND VOLUNTARY PARTICIPATION

Solutions Counseling & EAP (Solutions) is available to all designated employees and their immediate household members. Services are also available to the public. Services include assessment and referral, treatment and clinical care, crisis intervention, follow-up counseling, phone consultation, employer consultation, and other services. Full sessions are 45-50 minutes and half sessions are 25 minutes. *My schedule is typically full. You are encouraged to keep all*

scheduled appointments. Should you cancel or reschedule, it is likely you will not be able to get an appointment in the time-frame that is clinically best for you.

The decision to participate in **Solutions** is voluntary even though clients may have been referred to the program by family members, union officials, management, human resources, or the medical department.

Compliance with Work Rules/Standards (EAP Clients Only) – Employees with contracted EAP companies should NOT EXPECT any special privileges or exceptions to normal work rules or performance standards. Participation in **Solutions** is NOT to be interpreted as a waiver of the right of any employee to use the grievance procedure provided by your company.

Job Security (EAP Clients only) – When utilizing **Solutions** on a voluntary basis, your company has agreed that your job security and promotional opportunities will not be jeopardized solely as a result of a request for help with your problems. In the case of being mandated by your employer to seek clinical care, lack of participation with **Solutions** could affect your work and lead to further disciplinary action.

CONFIDENTIALITY

I am required to adhere to the Louisiana Code of Ethics, Louisiana Code of Conduct, and Louisiana Revised Statutes (laws) for Licensed Professional Counselors for all issues, including confidentiality. All client records are treated with confidentiality and privacy. Information contained in client files will not be released without written consent, except as required by law. Typically, you will be notified if I receive a request to release your information. Verbal authorizations are not sufficient, except in emergency situations. Because of confidentiality and privacy, *only people who are going to be seen by me should come to the appointment.*

I am required by law to release information for the following reasons:

- 1) When there is a duty to warn or protect third parties whether you present a serious and/or imminent danger to yourself or others (suicide / homicide),
- 2) Suspected abuse of child, elder, infirmed, or incompetent person,
- 3) A judge orders me to disclose information we have discussed (even though there is a statute in Louisiana that presumes courts may not order me to disclose confidences that you have related to me),
- 4) A complaint or lawsuit is brought by you against me or **Solutions**,
- 5) Particular legal situations that a client's claim or defense is related to the client's mental condition or in a judicial, disability, or worker's compensation proceedings,
- 6) If you are a minor, your parent requests access to the client record or otherwise mandated by law, and/or
- 7) Child custody cases or legal cases in the best interest or visitation of a minor.

Groups / Family - In counseling with more than one individual (couples, family, groups, etc.), the counselor cannot disclose any information to other members outside of the sessions without written authorization from each member. Also, I request and suggest that information discussed in groups be kept confidential by all group members. I also recommend group members avoid socializing outside of group settings and find social supports other than group members.

Minors – For clients under the age of 18, confidentiality will be maintained except as mandated by law. Signature of this document indicates that certain topics (e.g., religion, sexual matters, drugs and alcohol) can be addressed by the therapist if presented by the client.

Insurance – If you utilize insurance, you must sign a release of information and all necessary information for your insurance company and its subsidiaries.

Consultation – I, as well as other clinicians of *Solutions*, incorporate consultation with each other regarding cases on a regular basis. It is common for counselors to professionally review situations and conceptualizations with colleagues. All cases are subject to internal consultation. In professional consultation groups, a case may be used without providing identifying information as a scenario for consultation. Confidentiality is considered in consultation settings.

FEES

See Fee Form for details.

REFERRALS

Occasionally, referrals are made to qualified professional and/or agencies if *Solutions* is not able to fully serve you. Financial responsibility for such referred services is solely the client's.

EMERGENCY SITUATIONS

For life-threatening emergencies, you should call 911 or go to the nearest hospital emergency room. In case of an urgent situation during regular office hours, call the *Solutions* office, and I or another counselor in the office will assist you. After office hours, you may contact the office at the regular number, (337) 310-2822; whereby, our 24-hour answering service will answer and contact the on-call clinician.

CLIENT RIGHTS

As a client of the *Solutions Counseling & EAP*, you have the prerogative to know your rights and receive the best possible service we can provide. Your participation is vital to receive a quality service. Please feel free to discuss any questions about your rights with me.

- You have the right to expect prompt, professional and courteous service.
- You have the right to be served without discrimination as to sex, race, creed, color, religion, national origin, or other trait/condition.
- You have the right to have the nature of the recommended treatment and any specific risks of such treatment carefully explained to you.
- You have the right to assist in planning your treatment.
- You have the right to confidentiality. Except as may be required by law, no information concerning you, your family, or your treatment, may be given out without your consent in writing.
- You have the right to privacy. Your case will not be discussed by the staff in front of visitors or other clients.
- You have the right to be told if the program cannot provide the services that you need.
- You have the right to refuse treatment or request a change in your treatment goals.

DISTANCE COUNSELING / TELEMENTALHEALTH SERVICES

I possess the capacity to engage in distance counseling and TeleMentalHealth if I believe it would be an appropriate approach with you. I wish to inform you of important factors when using multimedia in counseling.

- You must be in Louisiana borders for us to meet via TeleMentalHealth because I am licensed in Louisiana,
- You must attend the first appointment in person in my office before participating in TeleMentalHealth services,
- TeleMentalHealth services are available at the discretion of the therapist,
- TeleMentalHealth services must be scheduled in advance and may not be a substitute for a failed appointment,
- All fees are applicable including failed appointment fees.

Regarding the privacy of TeleMentalHealth methods, I cannot control issues on the client's end of the transaction. I cannot determine the settings of the client's telemedia application or program. I have taken necessary steps to assure proper confidentiality and privacy on my end. For any application I use, I have enabled encryption of my connection, but I am unable to manage your settings. I do not broadcast via Bluetooth or other wireless methods. I do not use my private cell phone for TeleMentalHealth.

Some recommendations I have are as follows:

- I recommend opening the program for the session and closing the program immediately after the session,
- You should use encryption for the session,
- You should not engage in the session in public, while operating a vehicle, or other place that is not private or potentially dangerous,

Transactions with VoIP providers are typically encrypted. Several experts noted that it is harder to hack into VoIP applications (such as Skype) than into most telephone lines or brick and mortar offices and file cabinets. One must remember that hacking into applications requires high expertise and skills and is much harder than simpler, low-tech and cheaper technologies, such as hidden recording devices in one's therapy office, electromagnetic emission keystroke loggers, etc.

CLIENT RESPONSIBILITIES

Your responsibilities as a client are to participate fully and equally in the counseling relationship, to follow office procedures for scheduling and keeping appointments, and to pay all incurred fees. If you become dissatisfied or wish to see another therapist, I expect you terminate our counseling relationship before being seen by another mental health professional

Your physical health has a large bearing on your mental health. It is suggested that you receive a complete physical if you have not done so within the last year. Also, please take care to fill in the area of your paperwork designated for medications. You are expected to inform me of any changes to your health, medical treatment, medications, or conditions that might impact your counseling. I look forward to working with you as we find solutions for your life!

CLIENT GRIEVANCE PROCEDURE

If you are receiving services from Solutions Counseling and EAP and are not satisfied with the services rendered, you have a right to file a complaint. The procedure for filing a complaint is as follows:

1. Within 30 days of the incident, the Client must provide written complaint to the Counselor.
2. The Counselor has 7 days in which to make arrangements for a hearing between the Client and the Counselor. An attempt is made to resolve the problem.
3. Should the Client be dissatisfied with the outcome of the hearing, the Client must request in writing within 7 days a meeting with the President.
4. The President has 7 days to address the complaint with the Counselor and Client to resolve the grievance.
5. Action by the President shall be final and binding for the program.
6. Additionally, a complaint may be filed with the Licensed Professional Counselors Board of Examiners, 8631 Summa Avenue, Baton Rouge, Louisiana 70809, (225) 765-2515.

Notice of Privacy Practices

This notice describes how health information about you, as a patient/client of this practice, may be used and disclosed, and how you can get access to your health information. This is required by the Privacy Regulations created as a result of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Our commitment to your privacy: Our practice is dedicated to maintaining the privacy of your health information. We are required by law to maintain the confidentiality of your health information and to provide you with this notice of privacy practices. We also reserve the right to modify or amend our privacy policies and practices as permitted by law. You may request a copy of these modifications or amendments by contacting our staff.

Uses and disclosures of protected health care information:

1. We will use your health information for treatment. This includes the management of your healthcare with a third party. Example: we would disclose your health information, as necessary, to another healthcare provider involved in your care.
2. We will use your health information for payment. Example: Your health information may be used to obtain payment for your services if your health care insurance plan requests this information in order to determine benefits and/or coverage or to authorize approval for treatment.
3. We will use your health information for healthcare operations. Example: Your health information may be shared with members of the staff such as quality improvement members in order to improve the quality and effectiveness of the services provided by this facility.

Business Associates - We will share your information with these third parties that perform various activities such as billing, electronic communications, contracted health-related benefits, for this practice. We will require the business associates to appropriately safeguard your information.

Others Involved in your healthcare - We may also disclose to a family member or other person you identify, your health information to the extent needed for their involvement in your care. We may disclose your information to an authorized entity to assist in disaster relief efforts.

Other uses and disclosures that may be made without your consent:

Appointment Reminders – your information will be used by staff to remind you of appointments or to change appointments by telephone or voice message systems, unless you object in writing to Solutions Counseling and EAP, 710 W. Prien Lake Road, Suite 103, Lake Charles, La. 70601.

Public health – we may disclose your information as permitted by law for the purpose of controlling disease or injury. We may disclose information to a person who may have been exposed to a communicable disease or be at risk of contracting or spreading a disease or condition.

Health oversight – we may disclose your health information to oversight agencies for activities authorized by law, such as audits, investigations and inspections.

Abuse or neglect – we may disclose your health information to a public health authority that is authorized by law to receive reports of child abuse or neglect. We may disclose information if we believe that you have been a victim of abuse, neglect or domestic violence to an authorized agency.

Legal Proceedings – we may disclose your information in the course of any judicial or administrative proceeding, in response to court order, and in certain conditions in response to a subpoena, discovery request or other lawful process.

Law Enforcement – we may disclose information as long as legal requirements are met for law enforcement purposes. These include (1) legal processes required by law, (2) limited information requests for identification and

location purposes, (3) pertaining to victims of a crime (4) suspicion that death has occurred as a result of criminal activity, (5) in the event that a crime occurs on the premises of the practice, and (6) medical emergency and it is likely that a crime has occurred.

Coroners, Funeral Directors, and Organ Donation – we may disclose information to these organizations or individuals for identification purposes or to carry out their duties.

Research – we may disclose your information to researchers when their research has been approved by appropriate authority and established protocols to ensure privacy of the information.

Criminal Activity – we may disclose information that is necessary to prevent or lessen a threat to the health or safety of a person or the public.

Military Activity and National Security – when appropriate conditions apply, we may disclose information of individuals who are Armed Forces personnel for purposes necessary for military command, determination of eligibility for benefits, foreign military if appropriate, or for purposes of national security.

Workers Compensation – your healthcare information may be disclosed as authorized to comply with workers compensation laws.

Inmates – We may use or disclose your information if you are an inmate of a correctional facility and your healthcare provider created or received this information in the course of providing care to you.

Your rights regarding your health information: Your health record is the physical property of Solutions Counseling and EAP. The information in it belongs to you. You have the right to:

1. Request a restriction on certain uses and disclosures of your information as provided by law. However, we are not required to agree to a restriction if we believe it is in your best interest to permit use and disclosure. You should discuss any restriction with your healthcare provider.
2. Obtain a paper copy of the Notice of Privacy Practices upon request.
3. Inspect and copy your health record. Psychotherapy notes may not be disclosed. You must make your request in writing to Solutions Counseling and EAP. Your healthcare provider will review your request. A copying charge will be assessed for each page copied.
4. Request that your healthcare provider amend your medical record. You must make your request in writing, stating the reason for the amendment. Your healthcare provider is not required to make the amendment; however, you have the right to file a statement of disagreement to our practice administrator.
5. Request an accounting of disclosures of your health information. This right applies to disclosures for purposes other than treatment, payment or healthcare operations that occurred after April 14, 2003.
6. Request communication of your health information by alternative means or alternative locations.
7. Revoke your authorization to use or disclose health information except to the extent that action has already been taken.

Requests to inspect protected health information: As permitted by federal regulation, we require that requests to inspect or copy protected health information be submitted in writing. You may obtain a form by contacting the Receptionist or Privacy Officer. Your request will be reviewed by your healthcare provider.

To obtain additional information or report a problem: If you would like to submit a comment or complaint about our privacy practices, you can do so by sending a letter outlining your concerns to: Solutions Counseling and EAP, Attn: Privacy Officer, 710 W. Prien Lake Road, Suite 103, Lake Charles, La. 70601. You will not be penalized or retaliated against for filing a complaint. If you would like additional information, you may contact us at 337-310-2822. You may also file a complaint with The U.S. Department of Health and Human Services, Office of Civil Rights, 200 Independence Ave., S.W., Washington, D.C. 20201. Phone: 1-877-696-6775, if you believe your privacy rights have been violated.

Effective December 1, 2005.