



BLUESTONE
PSYCHOLOGICAL SERVICES, LLC
EST. 2022

Email: drpohto@bluestonepsychological.com

EMERGENCY: 9-1-1 or 1-800-273-8255

Phone: 304-607-3524

Notice of Privacy Practices

Confidentiality

Discussion between a psychologist and a client are confidential. No information will be released without the client's written consent unless mandated or permitted by law. Possible exceptions to confidentiality include but are not limited to the following situations: child abuse; abuse of the elderly or disabled; abuse of patients in treatment facilities; sexual exploitation;; AIDS/HIV and other communicable disease infection and possible transmission; court orders; criminal prosecutions; child custody cases; suits in which the mental health of a party is in issue; situations where the psychologist has a duty to disclose, or where, in the psychologist's judgement, it is necessary to warn, protect, notify, or disclose; sexual exploitation by a mental health professional or member of the clergy; fee disputes between the psychologist and client; a negligence suit brought by the client against the psychologist; the filing of a complaint with a licensing board or other state or federal regulatory authority; to regulatory authorities in connection with their compliance or investigatory responsibilities; to employees or agents of the practice for operational purposes; to a supervisor if the psychologist is under supervision and for the treatment consultations with other mental health professionals when deemed necessary by the psychologist.

If you have questions regarding confidentiality, you should bring them to the attention of the psychologist when you and the psychologist discuss this matter further. By signing this information and consent form below, you are giving your consent to the undersigned psychologist to share confidential information with all persons mandated and permitted by law. You are also releasing and holding harmless the undersigned psychologist for any departure from your right of confidentiality that may result.

The following are some legal exceptions to confidentiality:

- If the psychologist believes that the client is in danger of harming themselves, the psychologist may legally break confidentiality and call the appropriate authorities and individuals that the client identified at the end of this document titled "Duty to Warn."
- If the psychologist has reason to believe the client will harm another person, the psychologist will attempt to inform the person(s) and warn them of the client's intentions. The psychologist will also contact the police and ask them to protect the intended victim.
- If the psychologist has reason to believe that the client or another caretaker is abusing or neglecting a child or vulnerable population, or if the client gives me information about someone else who is doing this, the psychologist must inform Child Protective Services and/or Adult Protective Services.

- If the client is involved in any court case and a request is made for the information about the client's counseling or therapy. If this happens, the psychologist will not disclose information without the client's written agreement *unless* the court requires the psychologist to do so.

Risks of Therapy

Therapy also has potential risks. Approaching feelings or thoughts that you have tried not to think about for a long time can be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you have. You may learn things about yourself that you do not like. Often growth cannot occur without experiences that confront issues that may induce sadness, sorrow, anxiety, vulnerability, and pain. The success of our work together depends on the quality of the efforts on both of our parts, and the realization that you are responsible for lifestyle choices / changes that may result from therapy. You may find your relationship with me to be a source of strong feelings, some of them painful at times. It is important that you consider carefully whether the risks are worth the benefits of you working toward desired change.

After-Hours Emergencies

Please know that your psychologist **does not** provide twenty-four (24) hour crisis or emergency therapy services. Should you experience an emergency necessitating immediate mental health attention, immediately call 9-1-1, or if you are able to safely transport yourself, go to the nearest hospital emergency department for assistance. If you are experiencing an emergency when your psychologist is away, or outside of regular hours, please contact 9-1-1, or 1-800-273-8255.

Contacting Your Psychologist

Given your psychologist's role as a University employee, there are times that he will be away from the office for conferences, or other activities. Individuals who agree to enter therapy should know that at times it may necessary to cancel or reschedule appointments, skip a week or two due to travel or crossing state lines, or meet at differing time. I encourage you to be flexible in our work together as I will afford you the same flexibility.

When unable to answer the phone, the psychologist will have a voicemail where you may leave a message. He will make every effort to return your call / email on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform your psychologist of times that you are generally available.

Social Media

Your psychologist does not accept friend / follow requests, or contact requests from current or former clients on social media. Adding clients as friends or contacts on these sites can compromise confidentiality and privacy of both the psychologist and client. It can blur the boundaries of the professional relationship and is not permitted.

Psychologist's Incapacity or Death

You will acknowledge that, in the event the undersigned psychologist becomes incapacitated or dies, it will become necessary for another psychologist to take possession of your file and records. By signing this information and consent form below, you give consent to allowing another licensed mental health professional selected by the undersigned psychologist to take possession of your file and records and provide you with copies upon request, or to deliver them to a psychologist of your choice. The undersigned psychologist will select a successor psychologist within a reasonable time and will notify the appointed licensed mental health professional.

Defamation

By signing this information and consent form below you agree that you will not make defamatory comments about the undersigned psychologist to others or post defamatory commentary about the psychologist on any website or social media site. In the event that defamatory remarks about the psychologist are made by you or others acting in concert with you, your further consent by signing this information and consent form below allows for the psychologist to use confidential information necessary to rebut or defend against, or prosecute claims for, the defamation.

Consulting With Others

In your psychologist's work with you, it may be necessary to consult with other professionals about how best to treat your concerns. This process is called consultation. When consultation occurs, it will be with a peer / another professional. The least amount of information necessary in order to get the opinion of the consultant(s) will be shared. Neither your name, nor specifying information will be shared. You will not be asked to sign a release of information as the law allows consultation in order to provide quality care. Your signature on this form reflects your understanding that the undersigned psychologist may consult on your case. Your signature also reflects that the undersigned psychologist is ethically required to consult when it is deemed professionally appropriate.

Your Responsibility and Cooperation as a Therapy Client

You are responsible for attending sessions on time and at the time scheduled. Sessions last for 50 minutes. If you are late, we will end on time and not run over into another person's appointment.

You shall keep the undersigned psychologist advised of any updates that are pertinent to your care (e.g., change of address, phone number, contact information). You shall comply with all reasonable requests of the undersigned psychologist in the connection with therapeutic treatment.

The undersigned psychologist may set boundaries including forms of client interactions and communication including ceasing to provide services for just cause, including without limitation: your refusal to comply with treatment recommendations, which may include but is not limited to: violence or threat of violence toward the psychologist, lack of adherence to frequency of visits, failing to attend scheduled appointments without offering 24 hours notice,

the undersigned psychologist or staff is uncomfortable working with you, or your failure to timely pay fees or deposits in accordance with this information consent form, subject to the professional responsibility requirements to which the undersigned psychologist is subject.

It is further understood and agreed that upon such termination of services of the undersigned psychologist, any of your deposits remaining in the undersigned psychologist's account shall be applied to any balance remaining owing to the undersigned psychologist for fees and / or expenses and any surplus then remaining shall be refunded to you.