

3. Informed Consent

INFORMED CONSENT

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 while working with your therapist. Feel free to discuss any of this with your therapist. By electronically signing, you are indicating that you have reviewed this information and agree to it.

Limits of Service

My Talking Circle is a limited service provider. While online therapy can be very beneficial, it is not a substitute for face-to-face counseling in every situation. Due to the limited interaction that online therapy provides, your therapist will not assign or offer to assign a diagnosis to your symptoms. However, your therapist will be happy to explore your symptoms with you and offer recommendations and coping strategies to treat your symptoms. Additionally, due to the nature of distance counseling, My Talking Circle therapists are unable to attend court hearings. In the event that a therapist is required by law to attend a court hearing on your behalf, for any reason, you agree to pay for any expenses incurred by the therapist for travel, as well as a fee of \$110.00 per hour. An advance payment of \$500.00 will be required for any mandated court appearances. My Talking Circle is not appropriate care for individuals who are actively suicidal or homicidal. If, during the course of treatment you become suicidal, experience a crisis, or your therapist believes that your needs would be better served through a different form of therapy (i.e., face-to-face outpatient, intensive in home, inpatient treatment), your therapist will discuss their recommendations for services. In the event that your presenting concerns are outside of the therapist's realm of expertise and/or training, the therapist may also make recommendations for transfer of services to another My Talking Circle therapist or provide other recommendations.

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. We cannot promise that your behavior or circumstance will change. Your therapist can promise to support you and do their best to understand you and your needs, as well as to help you clarify what it is that you want for yourself.

Emergencies

If an emergency situation for which a client or their guardian feels immediate attention is necessary, you must reach out to the emergency service provider in your area, Emergency 911, and/or the Suicide Prevention Lifeline. You may also contact

My Talking Circle at 336-901-0400 and a staff member will attempt to reach your therapist and request that they contact you as soon as possible. If you are unable to reach a My Talking Circle staff member or if you are in immediate danger, you understand that you should contact Emergency 911, the emergency service provider in your area, or visit a local emergency room. In the event that an emergency does occur during therapy, you certify that you give permission to your therapist to contact emergency services on your behalf. You agree that the therapist may release the contact information you provided to My Talking Circle, so that emergency services may contact you or reach you by phone or in person.

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/herself 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 your therapist 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.

Appointments, Fees, and Refunds

Appointments and fees vary, based upon your chosen membership plan with My Talking Circle. My Talking Circle does not generally offer refunds for services. However, in some circumstances where membership benefites have been purchased but not used (i.e., serious injury/illness or military deployment) My Talking Circle may offer a refund. These circumstances are reviewed on a case by case basis. A refund request must be communicated in writing. We do not offer refunds for services that are already rendered. If at any time, you are unhappy with your therapist, we may be able to assign you a new therapist. If you have questions about membership plans, pricing, refunds, or would like a different therapist, please visit our website and/or contact My Talking Circle via email @ admin@mytalkingcircle.com.

Client Contact

By providing your electronic signature, you acknowledge and consent that My Talking Circle may contact you at the numbers, addresses and emails you provided to us. You also certify that you understand that communicating via email may not be completely secure. Communication to your therapist should be limited to the secure Client Portal. Please do not communicate any information that you mean to remain confidential to My Talking Circle or your therapist through general email.

Electronic Communication Policy

Your therapist must conduct him/herself in a professional manner regarding the use of social media and Internet. The following outlines what you can expect from your therapist. This policy will be updated as technology changes. We do not accept friend or contact requests from current or former clients on any social networking site. We believe that adding

clients as friends or contacts on these sites may compromise your confidentiality and our respective privacy. Please do not use text or messaging outside of the My Talking Circle Client Portal in order to contact your therapist as these channels may not be secure. If you need to contact us between sessions, the best way to do so is through the My Talking Circle Client Portal. By electronically signing our informed consent, you acknowledge and are giving us permission to email you. You are acknowledging that email is not completely secure or confidential. If you choose to communicate with us by email, be aware that all emails are retained in the logs of your and our 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.

Complaints/Grievances

Clients are encouraged to discuss complaints, grievances, and concerns with their therapist and/or My Talking Circle. If concerns are not resolved, clients may wish to contact the therapist's respective counseling/licensure board.

Professional Disclosure Statement

Each therapist must abide by the rules of their licensing board. Some therapists are required to provide a "Professional Disclosure Statement." Professional Disclosure Statements describe, among other things, your therapist's preferred therapy models, areas of expertise, and professional experience. Professional Disclosure Statements may also describe how to file a complaint. Your therapist should have discussed and provided their professional disclosures to you when you met for your free consultation. A copy of your therapist's professional disclosure statement is also provided to you on the MyTalkingCircle.com website under your therapist's profile. To obtain a copy from the website, visit the MyTalkingCircle.com home page, click on "Therapist" in the "Getting Started" drop down menu, and then click on the state you live in. You will find a link labeled "Professional Disclosure Statement" in your therapist's profile. Click on the link to obtain a copy. By providing your electronic signature in the Client Portal, you acknowledge and certify that you have been given a copy of your therapist's "Professional Disclosure Statement" and that you understand the information provided to you.

Agreement to Informed Consent

BY PROVIDING YOUR ELECTRONIC SIGNATURE IN THE CLIENT PORTAL, YOU ACKNOWLEDGE RECEIPT AND AGREEMENT TO "INFORMED CONSENT."