

# Sentio Counseling Center Client Manual

Welcome to Sentio Counseling Center (hereafter referred to as "SCC"). This document explains several important aspects of treatment at SCC, including information to help you decide if you want to participate in psychotherapy. Please review this document carefully. If you have any questions, you are welcome to ask at your first appointment. Psychotherapy at SCC is always voluntary, and you have the right to refuse consent.

# **About Psychotherapy**

Psychotherapy helps you clarify your thoughts and feelings so that you can set goals, resolve conflicts, and improve your relationships with other people. It involves talking about and working through concerns and problems. Therapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, therapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

It is your therapist's intention to provide services that will assist you in reaching your goals. Based upon the information that you provide to your therapist and the specifics of your situation, your therapist will provide recommendations to you regarding your treatment. We believe that therapists and clients are partners in the therapeutic process. You have the right to agree or disagree with your therapist's recommendations. Your therapist will also periodically provide feedback to you regarding your progress and will invite your participation in the discussion.

Over the course of therapy, your therapist will attempt to evaluate whether the therapy provided is beneficial to you. Your feedback and input are an important part of this process. It is the goal of your therapist to assist you in effectively addressing your problems and concerns. However, due to the varying nature and severity of problems and the individuality of each client, your therapist is unable to predict the length of your therapy or to guarantee a specific outcome or result.

# **About Sentio Counseling Center**

SCC provides online psychotherapy services to clients throughout California. SCC clients begin by attending weekly sessions. If you and your therapist agree that it is beneficial to meet every other week as treatment progresses, you are welcome to do so. However, we do not provide regular services less frequently than once every two weeks to ensure that our counselors are actively supporting individuals and couples in need. Additionally, SCC does not provide sessions more frequently than once every week except in the event of short-term crisis situations that require multiple meetings per week. If you feel that you require a higher level of care than our policies can provide, please speak with your counselor about options for treatment.

State law requires that clients receiving online psychotherapy services are physically in the state of California at the time of sessions. If you anticipate being outside of California for a significant period of time while receiving therapy at SCC, you are encouraged to discuss this with your counselor to determine the best course of action moving forward.

With rare exceptions, all providers of service (therapists) at SCC are graduate students who are working toward graduate degrees in marriage and family therapy or Associate Marriage and Family Therapists who have graduated and are now accruing hours toward licensure. They provide services under the supervision of California-licensed mental health professionals. Your treatment will be discussed with the supervisor, and often with other student trainees. At an appropriate time, your therapist will discuss their professional background, licensure status, and supervisor information with you. You are free to ask questions at any time about your therapist's background, experience, and professional orientation.

Because we are a training clinic, it may become necessary to reassign you to another therapist at SCC or to a different counseling center in California. One reason for this is SCC tends to provide shorter-term care; that is, we focus on helping you deal with a specific problem or work toward a specific set of goals. Treatments supported by research to help people with specific problems are generally shorter-term in nature (less than one year). A second reason is therapist availability – since many of our therapists are students, they generally enroll to work with particular types of clients for an academic year and then complete a different rotation. Finally, it may be worthwhile for you to try working on your problem on your own after making progress with your therapist. By learning helpful skills and ways of thinking about your concerns in treatment, clients often find they are well-equipped to manage on their own.

Intake Session(s)

Your first appointment is called an intake. The intake evaluation process may take multiple sessions. The purpose of the intake is to discuss your goals for psychotherapy and determine if your counselor is a good match for helping you. The evaluation itself may vary across clients and may include activities such as completing a structured interview (i.e. every client is asked the same questions to ensure comprehensiveness), questionnaires, requests to interact with other professionals or relevant individuals who may have information about your current problems, monitoring forms to complete in between intake sessions, or many other options. If you decide that you would prefer to see a different counselor, or if your counselor thinks a different professional may be a better match for you, then your counselor will discuss this with you to identify what referrals within or outside of SCC may be most helpful. Because this is a training clinic with limited resources, we reserve the right to deny treatment if we do not think your needs will be best served by our training clinic.

# Confidentiality

All communications between you and your therapist will be held strictly confidential unless you provide written permission to release information about your treatment. There are exceptions to confidentiality. For example, therapists are required to report instances of suspected child abuse, dependent adult abuse, or elder abuse. Therapists may also be required or permitted to break confidentiality when they have determined that a client presents a serious danger to themselves or another person (e.g. physical violence).

If ordered to do so by a judge, we may have to release protected health information to the court. If a client files a complaint or lawsuit against a therapist, relevant information regarding that client may be disclosed for the therapist's defense. Domestic violence in some instances is also considered reportable when observed by children. In most instances, the therapist will discuss the necessity of filing a report before they do so. In addition to the exceptions stated above, there are additional, rare instances where disclosure is required or allowed by law.

Since this is a training clinic, information about your case is shared with other therapists and supervisors, who are all required to follow the same confidentiality procedures as your therapist. In addition, it may be necessary to consult with another mental health professional. In this instance, every effort is made to keep your identity confidential during the consultation, and these professionals are also required to maintain confidentiality. Your rights to and the limits of confidentiality are fully discussed in the Notice of Privacy Practices, located in the Appendix.

If you participate in relationship therapy, your therapist will not disclose confidential information about your treatment unless all person(s) who participated in the treatment with you provide their written authorization to release such information. It is important that you know that your therapist may utilize a "no secrets" policy when conducting relationship therapy. This means that if you participate in relationship therapy, your therapist is permitted to discuss

information obtained in an individual session when working with other members of the relationship. Please feel free to ask if your therapist utilizes a no secrets policy (sample text for which can be viewed in the Appendix) and how it may apply to you.

### Communication with Parents/Guardians of Minor Clients

Other than the exceptions listed in the previous section, communication between therapists and clients who are minors (under the age of 18) is confidential. However, certain minor behavior may not be kept confidential if it is necessary to share with the parent/guardian in order to protect the safety of the minor (e.g. behavior that is life-threatening, poses other significant harm, requires hospitalization, or other higher-level care).

Parents and other guardians who provide authorization for their child's therapy are often involved in their therapy, including a consultation call before therapy begins and ongoing consultation calls at least once every three months until therapy ends. These consultations are intended to discuss the minor client's progress and ways for the parent/guardian to support the minor's continued therapeutic growth. Clients who are minors and their parents are invited to discuss any questions they have on this topic with their therapist.

If a minor client incurs a balance for missing a session without 24 hours' notice, the parent/guardian will be included on any emails about the missed session and will receive an invoice for the session fee.

# **Appointments**

Appointments are scheduled for 50 minutes. If you are unable to keep your appointment, please give 24 hours advance notice to cancel or reschedule. If you do not give 24 hours advance notice to cancel an appointment, you will be charged the full session fee unless you and your therapist both agree that you were unable to attend due to illness or emergency. If you have canceled or missed a session, it is your responsibility to contact the therapist to reschedule.

Sessions are typically scheduled to occur one time per week at the same time and day if possible. Your therapist may suggest a different amount of therapy depending on the nature and severity of your concerns. Your consistent attendance greatly contributes to a successful outcome. If you find regular attendance is a problem for you, we ask that you reconsider whether this is the most appropriate time or type of counseling center for you. If you miss two or more sessions in a row without calling to cancel or reschedule, your therapist will try to contact you. If you do not respond, we will assume that you no longer desire our services and we will initiate termination.

We are dedicated to establishing a safe environment that fosters open and honest communication. You are encouraged to discuss progress in treatment and you may terminate services at any time. You are invited to discuss any concerns you may have about your treatment or the services provided with your therapist. If you wish to end therapy, we request that you discuss this with your therapist rather than simply failing to show up. If you prefer, you may contact the clinic director if you are having some difficulty with your therapist that you are unable to resolve directly with your therapist.

# Payment and Insurance

All client fees are set prior to the first visit. We do not bill insurance companies, and some insurance companies will not reimburse services provided at SCC since our therapists are in training. However, your therapist can provide a receipt to submit to your insurance provider if they are able to reimburse some of the cost. When calling your insurance to determine your coverage, ask what your deductible is, what percentage of the fee they pay, their customary rate, and how many sessions you are allowed per year. Mental health coverage varies by plan. Also, it is important to be aware that it may take the insurance company a few months to process your receipts for repayment.

You will be expected to pay for each session at the time it is held unless you and your therapist agree otherwise. If your financial circumstances change significantly while you are receiving services at SCC, please speak with your counselor about the process to decrease your fee in accordance with the recent changes.

# **Emergency Care and Crisis Situations**

SCC is unable to provide emergency services or psychiatric medications. If you are having an emergency, please call 911, head to your nearest emergency room, or contact one of the following crisis hotlines:

- 988 Suicide and Crisis Lifeline (Dial 988)
- Crisis Text Line (Text HOME to 741741)
- Disaster Distress Helpline (1-800-985-5990)
- The Trevor Project Trevor Lifeline (1-866-488-7386)

### Social Media

SCC counselors and staff do not accept "friend" requests or similar connections with clients, or their family members or friends, on social media. This is to protect your confidentiality and privacy. If you would like to "Like" any social media accounts or content of SCC, or its counselors and staff, you may do so at your own risk. This is not at any time a way to contact your counselor for therapy-related discussion, even in an emergency.

Please note that any social media apps you use may seek to connect you with your counselor or with other clients of SCC through a "people you may know" or similar feature. SCC has no control over apps that may intrude on the privacy of your treatment in this way. If you would like to minimize the risk of others becoming aware of your connection to SCC, please make use of the privacy controls available on your phone. Turning off a social media app's ability to know your location, and refusing it access to your email account and the contacts and history in your phone, protect your privacy and confidentiality.

# **Emotional Support Animal Letters**

SCC counselors do not provide emotional support animal (ESA) letters, with rare exceptions. If a counselor has specialized training and experience in working with human-animal bond in counseling, they may be given the opportunity to provide ESA letters to their clients. However, SCC does not provide this training to our therapists, making it unlikely that your therapist or others therapists at SCC have been approved to provide ESA letters. If you decide that seeking an ESA letter is an important part of your treatment benefit, you are encouraged to speak with your therapist about options for being referred to another provider.

### **Data Collection**

SCC collects information and data from you as part of routine practice, including your mental and physical health and wellbeing, recordings of sessions, and your opinion of services received here. This information and data is used to enhance treatment, for training purposes, for program management, and for research. The information that SCC collects from you may also be used for development of new services and products that may have commercial use or applications, including but not limited to artificial intelligence and large language models.

# Feedback and Follow-Up

Your feedback is very important to improve the quality of services at SCC. After psychotherapy has ended, you may receive a request to participate in a feedback survey regarding your

experiences at SCC. Participation is always optional. If you have questions or concerns about this survey, please speak with your counselor.

# **Recording Devices**

Your counselor may have a number of smart devices that have microphones, including cell phones, laptops, and other devices that may be in their office. These devices generally have voice control turned off, and so are not recording. However, for any device (such as a smart speaker) that is voice-controlled, recorded snippets of conversation may be sent to the device manufacturer.

If you have a smart device (such as a modern cell phone) nearby while attending a session, that device likely has the option of voice control built in. If voice control on your device is enabled, the microphone may be always on, and snippets of conversation may be recorded and sent to the device maker. If you prefer not to take this risk, please disable voice control on your devices while in session.

### Threats, Harassment, and Intimidation

If you engage in threats, harassment, or intimidation toward your counselor or other members of SCC, this may be grounds for immediate termination of therapy. You also grant permission for your counselor to share information about any threatening behavior with law enforcement and/or others as your counselor believes necessary to protect their safety and that of others.

### **Notice to Clients**

The Board of Behavioral Sciences receives and responds to complaints regarding services provided by individuals licensed and registered by the board. If you have a complaint and are unsure if your practitioner is licensed or registered, please contact the Board of Behavioral Sciences at 916-574-7830 for assistance or utilize the board's online license verification feature by visiting www.bbs.ca.gov.

The clinic director of Sentio Counseling Center receives and responds to complaints regarding the practice of psychotherapy by any unlicensed or unregistered counselor providing services at Sentio Counseling Center. To file a complaint, contact pawad@sentiocc.org.

# **Termination of Therapy**

The length of your treatment and the timing of the eventual termination of your treatment depends on the specifics of your treatment plan and the progress you achieve. It is a good idea to plan for your termination in collaboration with your therapist. Your therapist will discuss a plan for termination with you as you approach the completion of your treatment goals.

You may discontinue therapy at any time. If you or your therapist determines that you are not benefiting from treatment, either of you may elect to initiate a discussion of your treatment alternatives. Treatment alternatives may include, among other possibilities, referral, changing your treatment plan, or terminating your therapy.

# Appendix A: Informed Consent for Telehealth

Telehealth is a mode of delivering health care services, including psychotherapy, via communication technologies (e.g. internet or phone) to facilitate diagnosis, consultation, treatment, education, care management, and self-management of a client's health care.

I understand and agree to the following:

- 1. I have a right to confidentiality with regard to my treatment and related communications via telehealth under the same laws that protect the confidentiality of in-person psychotherapy.
- 2. I understand that there are risks associated with participating in telehealth including, but not limited to, the possibility, despite reasonable efforts and safeguards on the part of my therapist, that my psychotherapy sessions and transmission of my treatment information could be disrupted or distorted by technical failures and/or interrupted or accessed by unauthorized persons, and that the electronic storage of my treatment information could be accessed by unauthorized persons.
- 3. I understand that miscommunication between myself and my therapist may occur via telehealth.
- 4. I understand that there is a risk of being overheard by persons near me and that I am responsible for using a location that is private and free from distractions or intrusions.
- 5. I understand that my therapist, as part of their training, may also utilize telehealth technology to discuss client work in clinical supervision groups with licensed therapists who provide feedback and guidance. I understand, despite reasonable efforts and safeguards on the part of my therapist and their supervisors, that these same risks and limitations associated with telehealth technology noted above may be present.
- 6. I understand that in some instances telehealth may not be as effective or provide the same results as in-person therapy. While research has generally been supportive of telehealth for the treatment of a variety of individual diagnoses, there is little research to date on the effectiveness of telehealth for couple- or family-based services, and as such, these services are best categorized as experimental in nature. I understand that if my therapist believes I would be better served by in-person therapy, my therapist will discuss this with me and refer me to in-person services as needed. If such services are not possible because of distance or hardship, I will be referred to other therapists who can provide such services.
- 7. I understand that while telehealth has been found to be effective in treating a wide range of mental and emotional issues, there is no guarantee that telehealth is effective

- for all individuals. Therefore, I understand that while I may benefit from telehealth, results cannot be guaranteed or assured.
- 8. I understand that some telehealth platforms allow for video or audio recordings and that neither I nor my therapist may record the sessions without the other party's written permission.
- 9. I understand that my therapist will make reasonable efforts to ascertain and provide me with emergency resources in my geographic area. I further understand that my therapist may not be able to assist me in an emergency situation. If I require emergency care, I understand that I may call 911 or proceed to the nearest hospital emergency room for immediate assistance.
- 10. I understand that at the beginning of each telehealth session my therapist is required to verify my full name and current location.
- 11. I agree that I will be physically located in the state of California for my telehealth sessions. If for any reason I am not in the state of California, I will immediately tell my therapist where I am physically located.

# Appendix B: Informed Consent for Therapy With Adults

- 1. Psychotherapy helps you clarify your thoughts and feelings so that you can set goals, resolve conflicts, and improve your relationships with other people. It involves talking about and working through concerns and problems. Therapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness.
- 2. SCC clients begin by attending weekly sessions. If you and your therapist agree that it is beneficial to meet every other week as treatment progresses, you are welcome to do so. However, we do not provide regular services less frequently than once every two weeks. Additionally, SCC does not provide sessions more frequently than once every week except in the event of short-term crisis situations.
- 3. With rare exceptions, all providers of service (therapists) at SCC are graduate students who are working toward graduate degrees in marriage and family therapy or Associate Marriage and Family Therapists who have graduated and are now accruing hours toward licensure. They provide services under the supervision of California-licensed mental health professionals.
- 4. All communications between you and your therapist will be held strictly confidential unless you provide written permission to release information about your treatment. There are exceptions to confidentiality. For example, therapists are required to report instances of suspected child abuse, dependent adult abuse, or elder abuse. Therapists may also be required or permitted to break confidentiality when they have determined that a client presents a serious danger to themselves or another person (e.g. physical violence). Your rights to and the limits of confidentiality are fully discussed in the Notice of Privacy Practices.
- 5. Communications between therapists and clients who are minors (under the age of 18) are confidential. However, parents and other guardians who provide authorization for their child's treatment are often involved in their treatment. Consequently, your therapist may discuss the treatment progress of a minor client with the parent or caretaker.
- 6. Appointments are usually scheduled for 50 minutes. If you are unable to keep your appointment, please give 24 hours advance notice to cancel or reschedule. If you do not give 24 hours advance notice to cancel an appointment, you will be charged the full session fee unless you and your therapist both agree that you were unable to attend due to illness or emergency.

- 7. SCC fees are based on a sliding scale from \$30-\$95. You will be expected to pay for each session at the time it is held unless you and your therapist agree otherwise. We do not bill insurance companies, and many insurance companies will not reimburse services provided at SCC since our therapists are in training. However, your therapist can provide a receipt to submit to your insurance provider if they are able to reimburse some of the cost.
- 8. SCC counselors do not provide emotional support animal (ESA) letters, with rare exceptions.
- 9. SCC collects information and data from you as part of routine practice, including your mental and physical health and wellbeing, recordings of sessions, and your opinion of services received here. This information and data is used to enhance treatment, for training purposes, for program management, and for research. The information that SCC collects from you may also be used for development of new services and products that may have commercial use or applications, including but not limited to artificial intelligence and large language models.
- 10. The Board of Behavioral Sciences receives and responds to complaints regarding services provided by individuals licensed and registered by the board. If you have a complaint and are unsure if your practitioner is licensed or registered, please contact the Board of Behavioral Sciences at 916-574-7830 for assistance or utilize the board's online license verification feature by visiting www.bbs.ca.gov. The clinic director of Sentio Counseling Center receives and responds to complaints regarding the practice of psychotherapy by any unlicensed or unregistered counselor providing services at Sentio Counseling Center.

# Appendix C: Informed Consent for Therapy With Minors

- 1. Psychotherapy helps clients clarify thoughts and feelings to assist with setting goals, resolving conflicts, and improving relationships with other people. It involves talking about and working through concerns and problems. Therapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of life, your child may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness.
- 2. SCC clients begin by attending weekly sessions. If your child and your child's therapist agree that it is beneficial to meet every other week as treatment progresses, your child is welcome to do so. However, we do not provide regular services less frequently than once every two weeks. Additionally, SCC does not provide sessions more frequently than once every week except in the event of short-term crisis situations.
- 3. With rare exceptions, all providers of service (therapists) at SCC are graduate students who are working toward graduate degrees in marriage and family therapy or Associate Marriage and Family Therapists who have graduated and are now accruing hours toward licensure. They provide services under the supervision of California-licensed mental health professionals.
- 4. All communications between your child and your child's therapist will be held strictly confidential unless you provide written permission to release information about your child's treatment. There are exceptions to confidentiality. For example, therapists are required to report instances of suspected child abuse, dependent adult abuse, or elder abuse. Therapists may also be required or permitted to break confidentiality when they have determined that a client presents a serious danger to themselves or another person (e.g. physical violence). Your child's rights to and the limits of confidentiality are fully discussed in the Notice of Privacy Practices.
- 5. Communications between therapists and clients who are minors (under the age of 18) are confidential. However, parents and other guardians who provide authorization for their child's treatment are often involved in their treatment. Consequently, your child's therapist may discuss the treatment progress of a minor client with you.
- 6. Appointments are usually scheduled for 50 minutes. If your child is unable to keep their appointment, please give 24 hours advance notice to cancel or reschedule. If you or your child do not give 24 hours advance notice to cancel an appointment, you will be charged the full session fee unless you and your child's therapist both agree that your child was unable to attend due to illness or emergency.
- 7. SCC fees are based on a sliding scale from \$30-\$95. You will be expected to pay for each session at the time it is held unless you and your child's therapist agree otherwise. We

do not bill insurance companies, and many insurance companies will not reimburse services provided at SCC since our therapists are in training. However, your child's therapist can provide a receipt to submit to your insurance provider if they are able to reimburse some of the cost.

- 8. SCC counselors do not provide emotional support animal (ESA) letters, with rare exceptions.
- 9. SCC collects information and data from you and your child as part of routine practice, including your child's mental and physical health and wellbeing, recordings of sessions, and your child's opinion of services received here. This information and data is used to enhance treatment, for training purposes, for program management, and for research. The information that SCC collects may also be used for development of new services and products that may have commercial use or applications, including but not limited to artificial intelligence and large language models.
- 10. The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of associate marriage and family therapists. You may contact the board online at www.bbs.ca.gov, or by calling (916) 574-7830. The clinic director of Sentio Counseling Center receives and responds to complaints regarding the practice of psychotherapy by any unlicensed or unregistered counselor providing services at Sentio Counseling Center.

# Appendix D: No Secrets Policy (if utilized)

This written policy is intended to inform you, the participants in family therapy or couple therapy, that when I agree to work with a couple or a family, I consider that couple or family (the treatment unit) to be the client. For instance, if there is a request for the treatment records of the couple or the family, I will seek the authorization of all members of the treatment unit before I release confidential information to third parties. Also, if my records are subpoenaed, I will assert the psychotherapist-client privilege on behalf of the client (the treatment unit).

During the course of my work with a couple or a family, I may see a smaller part of the treatment unit (e.g., an individual or two siblings) for one or more sessions. These sessions should be seen by you as a part of the work that I am doing with the family or the couple, unless otherwise indicated. If you are involved in one or more of such sessions with me, please understand that generally these sessions are confidential in the sense that I will not release any confidential information to a third party unless I am required by law to do so or unless I have your written authorization. In fact, since these sessions can and should be considered a part of the family or couple therapy, I would also seek the authorization of the other individuals in the treatment unit before releasing confidential information to a third party.

However, I may need to share information learned in an individual session (or a session with only a portion of the treatment unit being present) with the entire treatment unit — that is, the family or the couple, if I am to effectively serve the unit being treated. I will use my best judgment as to whether, when, and to what extent I will make disclosures to the treatment unit, and will also, if appropriate, first give the individual or the smaller part of the treatment unit being seen the opportunity to make the disclosure. Thus, if you feel it necessary to talk about matters that you absolutely want to be shared with no one, you might want to consult with an individual therapist who can treat you individually.

This "no secrets" policy is intended to allow me to continue to treat the client (the couple or family unit) by preventing, to the extent possible, a conflict of interest to arise where an individual's interests may not be consistent with the interests of the unit being treated. For instance, information learned in the course of an individual session may be relevant or even essential to the proper treatment of the couple or the family. If I am not free to exercise my clinical judgment regarding the need to bring this information to the family or the couple during their therapy, I might be placed in a situation where I will have to terminate treatment of the couple or the family. This policy is intended to prevent the need for such a termination.

# Appendix E: Notice of Privacy Practices

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.

Sentio Counseling Center (hereafter referred to as "SCC") is required by law to maintain the privacy and security of your protected health information ("PHI") and to provide you with this Notice of Privacy Practices ("Notice"). SCC must abide by the terms of this Notice, and SCC must notify you if a breach of your unsecured PHI occurs. SCC can change the terms of this Notice, and such changes will apply to all information SCC has about you. The new Notice will be available upon request on the SCC website.

Except for the specific purposes set forth below, SCC will use and disclose your PHI only with your written authorization ("Authorization"). It is your right to revoke such Authorization at any time by giving SCC written notice of your revocation.

Uses (Inside Practice) and Disclosures (Outside Practice) Relating to Treatment, Payment, or Health Care Operations Do Not Require Your Written Consent. SCC can use and disclose your PHI without your Authorization for the following reasons:

- For your treatment. SCC can use and disclose your PHI to treat you, which may include
  disclosing your PHI to another health care professional. For example, if you are being
  treated by a physician or a psychiatrist, SCC can disclose your PHI to him, her, or them to
  help coordinate your care, although the preference of SCC is for you to give SCC an
  Authorization to do so.
- To obtain payment for your treatment. SCC can use and disclose your PHI to bill and collect payment for the treatment and services provided by SCC to you.
- 3. **For health care operations.** SCC can use and disclose your PHI for purposes of conducting health care operations pertaining to SCC, including contacting you when necessary. For example, SCC may need to disclose your PHI to an attorney to obtain advice about complying with applicable laws.

#### **Certain Uses and Disclosures Require Your Authorization.**

- 1. **Psychotherapy Notes.** SCC counselors do keep "psychotherapy notes" as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:
  - a. For your counselor's use in treating you.
  - b. For SCC's use in training or supervising other mental health practitioners to help

- them improve their skills in group, joint, family, or individual counseling or therapy.
- c. For SCC's use in defending the organization and its counselors in legal proceedings instituted by you.
- d. For use by the Secretary of Health and Human Services to investigate SCC's compliance with HIPAA.
- e. Required by law, and the use or disclosure is limited to the requirements of such law.
- f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
- g. Required by a coroner who is performing duties authorized by law.
- h. Required to help avert a serious threat to the health and safety of others.
- 2. **Marketing Purposes.** As a psychotherapy training center, SCC will not use or disclose your PHI for marketing purposes.
- 3. **Sale of PHI.** As a psychotherapy training center, SCC will not sell your PHI in the regular course of business.

**Certain Uses and Disclosures Do Not Require Your Authorization.** Subject to certain limitations in the law, SCC can use and disclose your PHI without your Authorization for the following reasons:

- 1. When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.
- 2. For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone's health or safety.
- 3. For health oversight activities, including audits and investigations.
- 4. For judicial and administrative proceedings, including responding to a court or administrative order, although SCC's preference is to obtain an Authorization from you before doing so.
- 5. For law enforcement purposes, including reporting crimes occurring on SCC premises.
- 6. To coroners or medical examiners, when such individuals are performing duties authorized by law.
- 7. For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.

- 8. Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counter-intelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.
- 9. For workers' compensation purposes. Although SCC's preference is to obtain an Authorization from you, SCC may provide your PHI in order to comply with workers' compensation laws.
- 10. Appointment reminders and health related benefits or services. SCC may use and disclose your PHI to contact you to remind you that you have an appointment with your counselor. SCC may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that SCC offers.

#### Certain Uses and Disclosures Require You to Have the Opportunity to Object.

**1. Disclosures to family, friends, or others.** SCC may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

#### YOUR RIGHTS YOUR REGARDING YOUR PHI

You have the following rights with respect to your PHI:

- 1. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask SCC not to use or disclose certain PHI for treatment, payment, or health care operations purposes. SCC is not required to agree to your request, and SCC may say "no" if your counselor believes it would affect your health care.
- 2. The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full. You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.
- 3. **The Right to Choose How SCC Sends PHI to You.** You have the right to ask SCC to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and SCC will agree to all reasonable requests.
- 4. The Right to See and Get Copies of Your PHI. Other than "psychotherapy notes," you have the right to get an electronic or paper copy of your medical record and other information that SCC has about you. SCC will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and SCC may charge a reasonable, cost based fee for doing so.

- 5. The Right to Get a List of the Disclosures SCC Has Made. You have the right to request a list of instances in which SCC has disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided your counselor with an Authorization. SCC will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list SCC will give you will include disclosures made in the last six years unless you request a shorter time. SCC will provide the list to you at no charge, but if you make more than one request in the same year, SCC will charge you a reasonable cost based fee for each additional request.
- 6. The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that SCC corrects the existing information or add the missing information. SCC may say "no" to your request, but your counselor will tell you why in writing within 60 days of receiving your request.
- 7. The Right to Get a Paper or Electronic Copy of this Notice. You have the right to get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

#### HOW TO COMPLAIN ABOUT THE PRIVACY PRACTICES OF SCC

If you think SCC and/or your counselor may have violated your privacy rights, you may file a complaint with the SCC Privacy Officer (address and phone number listed below):

Peter Awad, Clinic Director (323) 300-4316

Sentio Counseling Center 3756 W. Avenue 40 Suite K, #478 Los Angeles, CA 90065

You can also file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by:

- 1. Sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201;
- 2. Calling 1-877-696-6775; or,
- 3. Visiting www.hhs.gov/ocr/privacy/hipaa/complaints.

SCC will not retaliate against you if you file a complaint about these privacy practices.

#### **EFFECTIVE DATE OF THIS NOTICE**

This notice went into effect on January 1, 2022.