

## *Resilience Counseling LLC*

*5929 N May Ave, Suite 411*

*OKC, OK 73112*

*405.293.4483*

### **Consent For Treatment**

#### **Statement of Professional Disclosure**

You may access the laws and regulations that govern my profession at the following website:

**LPC: [https://www.ok.gov/behavioralhealth/Acts\\_and\\_Regulations/index.html](https://www.ok.gov/behavioralhealth/Acts_and_Regulations/index.html)**

#### **Rights as a Client**

***Please make sure you read and understand this and all forms.***

Counseling services are voluntary. By signing this form you acknowledge you are consenting to receive services necessary for yourself, your child and/or family, including diagnosis and treatment. Your consent to receive services does not waive your legal rights as recognized under Oklahoma law. If you are consenting for a minor, you are stating you are said minor's parent and/or legal guardian. Our conversations and your records are confidential. Confidentiality **will be broken** for the following reasons:

- You give your written permission on a Release of Information form.
- A court orders me to disclose records.
- A legal guardian gives written permission to release the information of a minor child.
- In an emergency situation when your personal safety or the safety of others may be threatened. (Duty to Warn.)
- There is a suspicion or report of abuse or neglect of children, elderly, or disabled persons.

**You have a right to review all written reports about our therapy before they are sent/released.**

It is further understood that your mental health insurance providers may request some records (e.g.) treatment plans or session notes in order to verify services and to assure the quality of services being provided. You will be informed when these circumstances occur. You have a right and responsibility to review these documents. Also be aware that peer consultation may occur between providers to assure services are appropriate and beneficial to you and/or your family.

You may request to have communication between your therapist and your Primary Care Provider regarding evaluation and treatment information upon signing a release of information form. Upon request that your records be sent to another professional or agency, your wishes will be fulfilled with promptness upon receipt of your written request for information and provided there is no outstanding balance on your account.

Requested records may be protected under 42 C.F.R. Part 2, governing Alcohol and Drug Abuse patient records, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 C.F.R. pts. 160 & 164, State Confidentiality laws and regulations and cannot be released without your consent unless otherwise provided for by regulations. State and Federal law regulations prohibit any further disclosure of such records without your specific written consent or when otherwise permitted by such regulation.

As a client, you have the right to leave the premises at any time. You are not to be detained against your wishes unless you are a danger to yourself or others.

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You have the right to refuse any service which you do not want and to discontinue any services you have already started. However, if you choose to discontinue treatment against professional advice, a notation to that effect will be placed in your records. In the event of court-ordered clients, the terms of the court may supersede this right.

Resilience Counseling LLC is **not** an emergency service and **does not** provide 24-hour care. **In the event of an emergency, you agree to call 911 or go to your nearest emergency room.** The Oklahoma County Crisis Line is 405-522-8100, and Suicide Prevention Hotline is 1-800-SUICIDE (1-800-784-2433.)

It is the policy of Resilience Counseling LLC that all clients are to receive services regardless of their race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, or disability.

I may participate in peer consultation with other providers to help ensure services are appropriate and beneficial to you and/or your family.

### **Confidentiality of Electronic Communications**

Confidentiality of Electronic Communications includes, but is not limited to, E-mail, Text, and Cell Phone Communication. If you choose to e-mail your therapist, please limit the contents of your e-mail to basic issues such as cancellation or change in contact information. **Your therapist will not respond to personal and clinical concerns via e-mail or text.** If you call your therapist, please be aware that unless you are both on landline phones, the conversation is not confidential. Likewise, text messages are not confidential. **Please take note that Resilience Counseling LLC cannot guarantee confidentiality if you choose to email from your personal account or call or text from a cellular phone.**

### **Social Media Policy**

Therapists with Resilience Counseling LLC do **not** accept friend or contact requests from current or former clients on **any** social networking site. This is done to protect confidentiality and privacy of our clients and clinicians and these sites may blur boundaries and/or put privacy at risk.

Resilience Counseling LLC keeps a Facebook page for professional networking, to reach the public and share information about events, etc. The Resilience Counseling page does not accept friend requests. We also do not allow testimonials via any social media networking site as it reflects a public endorsement which the American Psychological Association's Code of Ethics prohibits. Any comments made on posts may put confidentiality at risk so we encourage clients to avoid making comments in this public forum.

Resilience Counseling LLC asks that clients do not contact therapists via SMS or messaging on social networking sites. These forms of communication are not secure and messages are not guaranteed to be read or responded to.

Resilience Counseling LLC encourages clients to be aware that using location-based services on your phone increases the likelihood of risking privacy. Please be aware of this risk if you are intentionally "checking in" or if you have a passive LBS app enabled on your phone.

Lastly, certain social networking sites use algorithms to suggest "friends" or "connections". These algorithms typically pull from email contacts and/or phone numbers. Please be advised that if you have used email or text to contact and/or communicate with your therapist, the algorithm may attempt to connect you with your therapist via a suggestion. Please note that this is not an attempt made by Resilience Counseling LLC and any friend request or contact request will be denied.

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## Legal Issues, Court Reports and Testimony

If you are currently involved in a legal dispute involving custody, visitation, DHS, or other court related issues, you are required to disclose said involvement at the initial counseling appointment. As a counselor, the regulations and codes of ethics under which I practice my profession specifically describe how I legally may or may not conduct my services in matters involving legal decisions. Under these acts and regulations, I **cannot** be used as an expert witness for any forensic purposes. As your counselor, I would only be able to serve as a "fact" witness in any legal report, deposition or testimony. I could only provide factual information about services you received, and only when the client and/or legal guardian gives her/his written permission to waive confidentiality. Waivers of privilege/ confidentiality must describe what specific information is to be released, to whom, for what purpose and for how long the release is valid. As a factual witness and under the LPC acts and regulations, **I cannot offer any conclusions, opinions or recommendations.**

I will charge a fee for report writing, telephone consultations with attorneys, depositions, and court appearance and testimony. I will provide clients with a fee schedule that details the amounts charged for these services.

## Counseling for a Minor Child

Parents and/or legal guardians are encouraged to actively participate in counseling for their minor child. A parent or legal guardian must consent for services for their minor child. In order to provide counseling services for a minor with divorced or legally separated parents/legal guardians, **both parties** must consent in writing to said counseling services unless legal documentation is provided that shows one party may consent without the other. Parents/legal guardians must provide legal documentation showing custody of the minor child.

**Although parents/legal guardians have a right to review therapy records of a minor, by signing this consent, you (parent/guardian) are waiving any and all access to said records and/or any information obtained in therapy sessions.** This is necessary in order for the client to feel that he/she/they can communicate openly and honestly with his/her/their therapist without interference or retaliation from a parent/guardian. The therapist remains under legal obligation and duty to disclose any information pertaining to the imminent risk of serious harm to the client or other individuals.

**\*\*I have read the "Consent for Treatment" form and agree to the terms of consent. I understand and agree to the limits and conditions of therapy.\*\***

Client Signature \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature \_\_\_\_\_ Date: \_\_\_\_\_

Parent/ Guardian Signature \_\_\_\_\_ Date: \_\_\_\_\_

Parent/ Guardian Signature \_\_\_\_\_ Date: \_\_\_\_\_

Witness \_\_\_\_\_ Date: \_\_\_\_\_

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