

## INFORMED CONSENT FOR TREATMENT

Thank you for selecting Sunlife Institute (hereafter referred to as Sunlife) as a provider for your counseling needs. The purpose of this form is to inform you about the treatment relationship between counselor and client, to inform you of best practices within the behavioral health profession, and to help ensure that you understand the professional relationship between you and Sunlife.

Before we begin therapy, you have the right to know what information can and cannot be kept confidential. You also have the right to understand the treatment that you will be receiving. Please read this form thoroughly and initial each item only if you understand and agree to the conditions described. If there is anything you do not understand, please feel free to ask your therapist for clarification. The laws and ethics governing therapy require that therapist keep all information about clients confidential except for certain types of information and situations. Those exceptions are listed herein:

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# **COUNSELING PHILOSOPHY AND EXPECTATIONS OF CLIENTS:**

Sunlife strongly believes that individuals have the capacity to help themselves. Therefore, Sunlife's policy is to educate its clients and assist them with setting their own goals. The therapist is privileged to be part of the journey as you, the client, work towards attaining your goals. Sunlife and its affiliates expect that you will be involved in the counseling process and that you understand that we will work with you, not for you. The approach to therapy is a holistic one: we will discuss your issues from many perspectives and examine the effects on your body, mind, spirit, work, relationships, and any other areas that may be meaningful to you.

Your decision to choose to enter counseling is a voluntary one and you may terminate it at any time without penalty. If, in the professional opinion of your Counselor/Therapist, it is in your best interest to refer you to another therapist, Sunlife will do so because professional and ethical standards dictate this course of action. Sunlife will provide you with names and numbers of therapists for you to contact, if you wish. Whether you choose to continue counseling with another therapist is entirely your decision.

Please note that it is impossible to guarantee any specific results regarding your counseling goals. However, we will work together to achieve the best possible results for you. Please note that our first meeting will be a 45-minute meeting, as are all sessions. At the end of this session, you and you Counselor/Therapist will determine if entering a counseling relationship is the best course of action based on the information collected. If you both agree to begin a counseling relationship, you will sign, date, and keep a copy of this informed consent, and the Counselor/Therapist will be considered your Counselor/Therapist until termination occurs or until you have been absent for sessions without any communication for more than 3 consecutive weeks from the date of your last session. Your



Counselor/Therapist will give you a client information form that you will take home, fill out, and bring back with you to our next session.

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# **SCOPE OF PRACTICE, EMERGENCY CONTACT:**

Currently, we do not have an emergency practice which offers immediate emergency assistance; we do not specialize in crisis intervention. Clients are assumed to be self-responsible, autonomous, functioning individuals who are not in need of day to day supervision. Sunlife cannot and does not assume responsibility for clients' daily functioning. Sessions are made by appointment only; scheduling is coordinated via phone or e-mail contact. Sunlife can be reached at **678-586-3886**. If you are greeted by the voice mail service, please leave a detailed message with your name, the date and time of your call, a return telephone number, and a brief description of the reason you called. If there is an emergency, **PLEASE CALL 911** and/or visit the nearest hospital emergency room immediately.

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## **Client's Request:**

If you want your therapist or this agency to give information about your case to anyone outside of this agency, you must sign a release of information giving written permission for such disclosure.

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# **Client Notice of Confidentiality:**

The confidentiality of client records maintained by Sunlife and/or State law and regulations. Generally, Sunlife or any affiliated with agency may not say to a person outside Sunlife that a client is involved with any of the services offered here or disclose <u>any</u> information identifying a client as such unless:

- 1. the client consents in writing to disclose information to a person and/or agency/entity
- 2. the disclosure is mandated by a court order
- 3. the disclosure is made to medical personnel in a medical emergency or to other qualified personnel for research, audit or program evaluation

Health care professionals are required to report admitted prenatal exposure to controlled substances that are potentially harmful. It is Sunlife's duty to warn any potential victim, when a significant threat of harm has been made.



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# **Safety of Self or Others**:

Risk of Self-Harm - If your words or behaviors convince your therapist that you are likely to harm yourself, either deliberately or because you are unable to keep yourself safe, your therapist must do whatever he or she can do to prevent you from being harmed. This means the therapist must take appropriate action, up to but not limited to hospitalization with or without your consent. If hospitalization is needed the therapist may involve another mental health professional who is able to perform a 1013 temporary hold order for evaluation or he/she may call 911 and the local police would be involved. If this situation should arise, your therapist will discuss the reason for her action with you beforehand unless it appears that doing so would be unsafe or immediate action is needed to keep you from acting on your threat.

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Risk of Harm to Others – If you threaten to harm another person, your therapist must try to protect that person at all costs. Your therapist would report your threat to the police, warn the threatened person, and try to prevent you from carrying out your threat. If this situation should arise, your therapist will discuss the reason for her action with you beforehand unless it appears that doing so would be unsafe or immediate action is needed to keep you from acting on your threat.

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**Emergencies** – In the event of an emergency where your health or life is endangered, your therapist must provide medical personnel or other professionals any information about you that is needed to protect your life, however, only information that is pertinent to that purpose. If possible, your therapist would discuss such actions with you prior to disclosure and obtain your permission. If this is not an option, the therapist will discuss any information that was released later.

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**Abuse** – If your therapist obtains information leading them to believe or suspect that someone is abusing a child, a senior citizen, or a disabled person, the therapist must report this to the appropriate state agency including Department of Family and Children Services (DFACS) and/or Audit Protective Services. To "abuse" another person means to neglect, hurt (physically or emotionally) or sexually molest or be sexually inappropriate in any manor to another person. The therapist cannot investigate and decide whether abuse is taking place: If the therapist has suspicion they are mandated by law and must report



the suspicion to the appropriate authorities. The state agency will investigate the situation and take the appropriate steps to rectify the situation.

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# **Therapy of Children and Families:**

Children and Adolescents — It is the policy of Sunlife that when a therapist treats children and adolescents, to ask their parents or guardians to agree that most details of what their child(ren) or adolescent(s) tell the therapist will be treated as confidential, however, parents or guardians do have the right to general information about how the therapy is going. The therapist may also have to advise parents or guardians about information if their children or others are in danger. If this situation arises the therapist will discuss it with the child or adolescent first before talking to the parents or guardians.

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**Families** – At the start of family therapy all participants must have a clear understanding of any limits on confidentiality that may exist. The family must also specify which members of the family must sign release of information forms necessary for the records of family therapy (including authorization disclosure of information about the families' history or prior treatment).

**Group Therapy** – In a group therapy session, all members of the group are asked to respect the privacy and confidentiality of every member; however, group members are not therapists and are not ethically bound to rules/laws that govern therapists. If a group member divulges another member's personal information that was shared in group, this agency will ask the group members to remove the individual from future group meetings however, neither the therapist nor this agency can be responsible for such disclosures. Please be mindful of this when disclosing information in group meetings. Some situations may be better discussed in privacy during an individual therapy session with your therapist.

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**Telephone Communication** - This method of exchanging information and providing sessions is available in certain situations; however, this is utilized as a method to ensure client's progress and to de-escalate situations that have the potential to become a crisis if not met with immediate intervention. In these instances, it is best for the client to utilize a land line (rather than a cell phone) and to isolate themselves from others to protect confidentiality.



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**E-mail Communication** – Currently at Sunlife we do not engage in e-therapy (therapy utilizing e-mail as the primary source of communication. However, occasionally there may be a need for the therapist and the client to exchange information via email. In these cases, we utilize encrypted e-mail accounts to protect the information being sent between the client and the therapist (there is no additional charge to the client for this security measure). Also, any documentation sent via e-mail will be encrypted to protect your privacy and be HIPAA compliant.

**Audio/Video Recording** — There are times when our Student Trainees are required to record their sessions for the purposes of being evaluated. These evaluations are to observe and critique the Student Trainees' clinical skills and are in no way meant to be used in any other format. The recordings are reviewed with Student Trainee by their on-site Clinical Supervisor and/or their Clinical Supervisor at their prospective institutions of higher learning. You always have the right to refuse to be recorded and if you choose to allow any session to be recorded the Student Trainee must receive a signed Consent to Record form *for each session* that is recorded.

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#### Other Areas of Concern:

**Professional Consultation** – Your therapist may consult with a clinical supervisor or another colleague about your treatment. The other therapist must give you the same confidentiality as your therapist. If this fellow therapist is employed at this agency, no written authorization from you is required. If your therapist discusses your case with a professional outside of this agency, such as a therapist who has treated you in the past, the therapist must get your written permission (a release of information form) first. If another professional asks your therapist for information about you during or after your treatment, our therapist cannot provide any information unless the other professional provides a release of information which you have signed authorizing your therapist to provide that information.

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<b>Legal Proceedings</b> — If a judge orders your therapist to provide information about your history or you treatment, the therapist must disclose only the specific information that is requested to the judge/cour
system.



<u>Litigation Limitation</u> - Due to the nature of the therapeutic process and that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client) nor your attorney, or anyone else acting on your behalf will call on the clinician to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon. If your involvement in any legal matters leads to the clinician being subpoenaed or court ordered to appear in court on your behalf, you will be charged a minimum of \$250.00 per hour for the time the clinician spends to testify, travel to and from court, waiting to appear, testifying, dispositions, attorney correspondence/communication affidavits, etc. You are responsible for and agree to pay these charges whether, or not the clinician ultimately testifies. <u>An initial five (5) hour retainer is required prior to the court date.</u>

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Referring Agencies and Conditions of Treatment – If you have been involuntarily referred for treatment by a court or a government agency such as probation, Department of Child and Family Services, Department of Adult Protective Services, Department of Juvenile Justice, etc., your treatment may include requirements that you comply with conditions including reporting of information about your therapy to the agency that referred you for treatment, or reporting to that agency if you appear to have violated laws regarding substance abuse or agency rules regarding satisfactory participation in this program. If such reporting requirements exist, your therapist will tell you about them before you start therapy, and will notify you when making any such required reports, if possible.

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Independent Disclosure by Client – Any information that you share outside of therapy, willingly and publicly, will not be considered protected or confidential by a court.
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Client Rights and Records – Any information from this office that can be used to identify you, that is transmitted or maintained in any form is considered Protected Health Information (PHI). As a client you have rights regarding this information. I have been given a copy of my rights and responsibilities.
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Missed Appointments – If you need to miss an appointment, please be sure to inform the office at least 24 hours in advance. If you are aware that you will be late for an appointment, please attempt to notify your therapist at least 30 minutes in advance (except in the case of an emergency; please note: it is in the sole discretion of our office to decide if we deem your situation an emergency); consistent failure to do so is considered as non-compliance with services and may result in termination of counseling services. Sunlife defines non-compliance as any of the following: two (2) consecutive missed sessions, being late (20 minutes or more) to two (2) consecutive sessions, or the accumulation of three no call/no show, cancellations and/or reschedules; over the course of treatment. If this occurs, you will be informed via telephone or U.S. Postal Services that Sunlife has terminated services and you will be provided with a referral to another provider.

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**Non-Voluntary Discharge from Treatment:** A client may be terminated from Sunlife non-voluntarily I the following cases:

- 1. The client exhibits physical violence, verbal abuse, carries weapons, or engages in illegal acts at the institute.
- 2. The client refuses to comply with stipulated program rules or refuses to comply with treatment recommendations.

The client will be notified of the non-voluntary discharge by letter, email and/or phone call. The client may appeal this decision by re-applying for services in the future.

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understand and agree to the treatm been explained to me. I acknowle associated with the treatment that I w terminate or withdraw from this treat	am stent I will receive and that the benefits and risks of treadge that I have been properly informed about the will be receiving here at Sunlife Institute and I understand at ment at any time. I further affirm that I have read, to above and I agree to begin treatment.	procedures d that I may
Client Name (Printed)		
Client Signature	 Date	
Parent/Guardian Name (Printed)		
Parent/Guardian Signature		
Therapist Name (Printed)	Therapist Signature	