

## INFORMATION, AUTHORIZATION, & CONSENT TO BEING A COLLATERAL PARTICIPANT

Thank you very much for taking the time to read this authorization form carefully. I have given you this form because you have elected to become part of your friend's, family member's, spouse's, or partner's treatment. Although providing this document is part of an ethical obligation to my profession, more importantly, it is part of my commitment to you to keep you fully informed of every part of your experience here at **Redman Counseling, LLC**. Specifically, this document is to inform you about your rights, responsibilities, and risks regarding collateral participation. A "collateral participant," means that **you are here to assist another person (the designated client), but you are not the primary focus of treatment.** Please know that your relationship with me is a collaborative one, and I welcome any questions, comments, or suggestions regarding your collateral participation.

### Description of Collateral Participation

The role of a collateral participant can vary greatly. For example, a parent or guardian may continuously be involved in the treatment of a minor. Whereas, a partner or friend may only come in once or twice to help the designated client. We will discuss what role you shall take in the client's treatment during our first session. As mentioned above, I am committed to providing treatment to the designated client, and your participation is adjunct to this treatment. Therefore, my legal and ethical responsibility resides strictly with the designated client. This means the following: (1) What the client tells me is confidential, but what you tell me is not. This isn't to say that I plan to divulge any information that you tell me to the public. However, I will not keep secrets from the client, and your information isn't protected by the same laws that the information given to me by the client is. (2) Although your participation as a collateral may help you psychologically; it also may not. My primary concern is for the client, and treatment will focus on the client's needs. However, I will be glad to give you other resources for your own treatment if necessary. (3) I will keep a clinical record for the designated client only. Any notes I take regarding your participation will go into the client's chart. The client has the right to access her/his chart. Whereas, you do not have the right to access this chart without the client's written permission. Parents have a legal right to a minor's chart, but not an ethical right. (4) I will give the client a diagnosis for treatment purposes and, if applicable, for insurance filing. However, I will not give a collateral participant any kind of diagnosis.

### Parents as Collateral Participants

Due to the sensitive nature of counseling and the fragile stage of development that your son or daughter is currently experiencing, forming a therapeutic bond with me, as his/her therapist, is very critical at this point. It is important that he/she feel safe and comfortable discussing personal and private topics with me. In effort to respect the privacy and sensitive needs of your son/daughter, I will not be discussing the content of therapy sessions with you in detail. It is my hope that through the therapeutic process new skills and insights will be gained by your daughter or son so she/he can discuss these sensitive topics with you in her/his own time. If your daughter or son is too young to do this, we will definitely have family meetings to assist in this process. However, if at any time I make the assessment that your son or daughter is in danger or might be dangerous to others, if abuse/neglect is suspected or reported, or if there are any other concerns related to the health and welfare of your son/daughter, you will be notified immediately so that the necessary actions and precautions can be taken.

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### Theoretical Views

It is my belief that as people become more aware and accepting of themselves, they are more capable of finding a sense of peace and contentment in their lives. However, self-awareness and self-acceptance are goals that may take a long time to achieve. Some clients need only a few sessions to achieve these goals, whereas others may require months or even years of therapy. Furthermore, it is my policy to only see clients who I believe have the capacity to resolve their own problems with my assistance. It is my intention to empower the designated client in his/her growth process to the degree that he/she is capable of facing life's challenges in the future without me. I also don't believe in creating dependency or prolonging therapy if the therapeutic intervention does not seem to be helping. If this is the case, I will direct the client to other resources that will be of assistance to him/her.

### Confidentiality & Records

As mentioned above, your communications with me will become part of a clinical record of treatment for the designated client, and it is referred to as the client's Protected Health Information (PHI), protected by both federal and state law. Additionally, the PHI of the client is confidential, with the following exceptions: (1) the client directs me to tell someone else and signs a "Release of Information" form; (2) I determine that the client or you are a danger to yourself or to others; (3) the client or you report information about the abuse of a child, an elderly person, or a disabled individual who may require protection; (4) the sessions are being billed to an insurance company, and the client's insurance company requires me to submit information about treatment for claims processing or utilization review; or (5) I am ordered by a judge to disclose information. Regarding an order by a judge, my license does provide me with the ability to uphold what is legally termed "privileged communication." Privileged communication is the client's right to have a confidential relationship with a therapist. This state has a very good track record in respecting this legal right. If for some unusual reason a judge were to order the disclosure of the client's private information, this order can be appealed. I cannot guarantee that the appeal will be sustained, but I will do everything in my power to keep what the client says confidential. However, you should be aware that if a judge orders the disclosure of your information, I do not have the legal authority to maintain your confidentiality. I only maintain that authority with the designated client. Additionally, it is expected that you will maintain the confidentiality of the client in your role as a collateral participant.

If at any point we, as a team, determine that family or couples therapy is more appropriate than collateral participation, then you will be afforded all the rights to confidentiality that currently reside with the designated client. Please feel free to discuss this with me if you have concerns.

### Structure and Cost of Sessions

Sessions are typically 50 minutes in duration. Occasionally, if we feel more time is needed, they may be 75 minutes in duration, which we will discuss prior to the appointment. Unless you elect to do so, or you are financially responsible for the client, you are not responsible for paying any of my professional fees.

### Cancellation Policy

In the event that you are unable to keep an appointment, you must notify me at least 24 hours in advance. If such advance notice is not received, the client or you will be financially responsible for the session you missed unless the client decides to attend the session alone. Please note that insurance companies do not reimburse for missed sessions.

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### In Case of an Emergency

My practice is considered to be an outpatient facility, and I am set up to accommodate individuals who are reasonably safe and resourceful. I do not carry a beeper nor am I available at all times. If at any time this does not feel like sufficient support for the person you are here to support, please feel free to inform me, and we can discuss additional resources for the designated client or transfer the case to a therapist or clinic with 24-hour availability. However, if you are feeling that I'm not giving *you* enough support, this is a good indication that you might need to seek individual therapy for your own needs, which is discussed in the next section. Generally, I will return phone calls within 24-48 hours. If you or the designated client has a mental health emergency, I encourage you not to wait for a call back, but to do one or more of the following:

- Call Behavioral Health Link/GCAL: 800-715-4225
- Call Ridgeview Institute at 770.434.4567
- Call Peachford Hospital at 770.454.5589
- Call 988.
- Go to your nearest emergency room.

### Professional Relationship

Psychotherapy is a professional service that I provide. Because of the nature of therapy, the designated client and your relationship with me has to be different from most relationships. It may differ in how long it lasts, the objectives, or the topics discussed. It must also be limited to only a professional relationship. If you or the client and I were to interact in any other ways, we would then have a "dual relationship," which could prove to be harmful to the client or you in the long run and is, therefore, unethical in the mental health profession. Dual relationships can set up conflicts between the therapist's interests and the collateral's or client's interests, and then the collateral's or client's interests might not be put first. In order to offer all of my clients and their collateral participant's the best care, my judgment needs to be unselfish and purely focused on your needs. This is why your relationship with me must remain professional in nature.

Another example of a dual relationship is when a therapist attempts to treat close friends or multiple family members as separate individual clients. It's nearly impossible to focus on the needs of one individual without affecting the needs of others involved. Therefore, it is not advised in our profession, and I cannot also become your individual therapist. If you determine that you would like your own therapist, I'll be glad to help you find another therapist to be of assistance.

One question you may have is if a collateral participant ever becomes a formal client of mine. The only time this might occur is if we collectively decide that couples or family therapy is more appropriate and beneficial to all parties. However, if I've had multiple sessions with the designated client and already developed a strong alliance, I will most likely refer couples or family therapy out to another professional. This will prevent a dual relationship as described above and allow for unbiased service to the couple or family.

There is another dual relationship that therapists are ethically required to avoid. This is providing therapy while also providing a legal opinion. These are considered mutually exclusive unless you hire a therapist specifically for a legal opinion, which is considered "forensic" work and not therapy. My passion is not in forensic work but in providing you with the best therapeutic care possible. Therefore, by signing this document, you acknowledge that I will be providing therapy only and not forensic services. You also understand that this means I will not participate in custody evaluations, depositions, court proceedings, or any other forensic activities.

You should also know that therapists are required to keep the identity of their clients and collaterals confidential. As much as I would like to, for your confidentiality I will not address you in public unless you speak to me first. I also must decline any invitation to attend gatherings with your family or friends. Lastly, when this relationship is completed, I will not be able to be a friend to you like your other friends. In sum, it is my duty to always maintain a professional role. Please note that these guidelines are not meant to be discourteous in any way, they are strictly for the client's and your long-term protection.

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### Statement Regarding Ethics, Client Welfare & Safety

I assure you that my services will be rendered in a professional manner consistent with the ethical standards of the National Association of Social Workers. If at any time you feel that I am not performing in an ethical or professional manner, I ask that you please let me know immediately.

Due to the very nature of psychotherapy, as much as I would like to guarantee specific results regarding your participation or the therapeutic goals of the designated client, I am unable to do so. However, with your participation, we will work to achieve the best possible results for the client as well as your relationship with him or her.

Additionally, as a support person for the client, it is important for you to know that at times people find that they feel somewhat worse when they first start therapy before they begin to feel better. This may occur as the client begins discussing certain sensitive areas of his/her life while in a session. However, once we are able to target the specific treatment needs for the client and the particular modalities that work the best, help is generally on the way.

As most of us are aware, security cameras are in many locations of our daily life. For your safety, we have security cameras in our building. They are there for safety measures and to prevent theft of any important records or equipment. The company who monitors the system is aware of HIPPA laws and confidentiality. There are no cameras in my office. If you have any questions, please feel free to talk with me about it and I will do what I can to help you feel more comfortable.

### Technology Statement

In our ever-changing technological society, there are several ways we could potentially communicate and/or follow each other electronically. It is of utmost importance to me that I maintain your confidentiality, respect your boundaries, and ascertain that our relationship remains professional. Therefore, I've developed the following policies:

Cell phones: It is important for you to know that cell phones may not be completely secure or confidential. However, I realize that most people have and utilize a cell phone. I may also use a cell phone to contact you. If this is a problem, please feel free to discuss this with me.

Text Messaging and Email: Both text messaging and emailing are not secure means of communication and may compromise your confidentiality. I realize that many people prefer to text and/or email because it is a quick way to convey information. **However, please know that it is my policy to utilize these means of communication strictly for appointment confirmations (nothing that could be inferred as therapy).** Please do not bring up any therapeutic content via text or email to prevent compromising confidentiality. If you do, please know that I will not respond. **You also need to know that I am required to keep a summary or a copy of all emails and texts as part of your clinical record that address anything related to therapy.**

Facebook, LinkedIn, Instagram, Pinterest, Twitter, Etc: It is my policy not to accept requests from any current or former clients on social networking sites such as Facebook, LinkedIn, Instagram, Pinterest, etc. because it may compromise your confidentiality.

#### Faxing Medical Records:

If you authorize me (in writing) via a "Release of Information" form to send your medical records or any form of protected health information (PHI) to another entity for any reason, I may need to fax that information to the authorized entity. It is my responsibility to let you know that fax machines may not be a secure form of transmitting information. Additionally, information that has been faxed may also remain in the hard drive of my fax machine. However, my fax machine is kept behind two locks in my office. And, when my fax machine needs to be replaced, I will destroy the hard drive in a manner that makes future access to information on that device inaccessible.

In summary, technology is constantly changing, and there are implications to all of the above that we may not realize at this time. Please feel free to ask questions, and know that I am open to any feelings or thoughts you have about these and other modalities of communication.

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Our Agreement to Enter into a Collateral Relationship

I sincerely hope this document has been helpful to explain your role in the client's treatment, your rights, risks, and my procedures. If you have any questions about any part of this document, please ask.

Please print, date, and sign your name below indicating that you have read and understand the contents of this document and you agree to the policies stated above.

\_\_\_\_\_  
**Collateral Participant's Name (Please Print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Collateral Participant's Signature**

My signature below indicates that I have discussed this form with you and have answered any questions you have regarding this information.

\_\_\_\_\_  
**Therapist's Signature**

\_\_\_\_\_  
**Date**

Please initial that you have read this page \_\_\_\_\_