Brave Voices Counseling, LLC

Client Consent and Treatment Agreement



This document contains important information about my professional services and business policies. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign this document or at any time in the future.

**CONFIDENTIALITY**

Shani Clement, LMHC, therapist and owner of Brave Voices Counseling, LLC. adheres to strict confidentiality standards according to Florida Law.

I will maintain confidentiality about the fact that you are in counseling, the information you disclose in counseling and your counseling records. If you want me to provide or receive information to/from your physician, psychiatrist, and/or another professional, your written authorization will permit this exchange. Other information about your privacy rights, are fully described in a separate document entitled Notice of Privacy Practices.

You should be aware that I may be required to disclose client information, even without consent, in the following situations:

1 When doing so is necessary to protect the client or someone else from imminent physical and/or life- threatening harm.

2 When a client lacks the capacity or refuses to care for him/herself and such lack of self care presents substantial threat to his or her well-being.

3 When the abuse, neglect, or exploitation of a child, elder adult, or dependent adult is suspected. Examples of abuse, neglect, or exploitation include, but are not limited to, violence towards a minor, a minor witnessing violence or being in the presence of violence, drug use in front of or while caring for a minor, or financial exploitation of an elder adult. Examples also include incidents of past abuse, including those described above, if the alleged perpetrator of abuse is currently in a caretaker capacity with any minor or is still present in the home of a minor.

4 When a client is involved in a legal proceeding and there is a court order for the release of the client’s records.

5 When a release is otherwise required by law (e.g., Patriot Act).

**PROFESSIONAL RECORDS**

Ethically and legally, I am required to keep records of all our contacts. Per federal/state regulations, you and other legal guardians of your child have the right to information generated between us. Explicit permission from any legal guardian must be provided for information to be revealed, unless the law specifies otherwise (see exceptions to confidentiality). Therefore, with written consent of a legal guardian, I will provide information to anyone with a legitimate need. Florida law requires that counseling records be maintained for 7 years.

**CONTACTING ME**I am often not immediately available when contacted. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on my confidential voice mail or text (per consent on the Social Media/Electronic Communication form) and I will get back with you as soon as possible, but it may take a day or two for non-urgent matters. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call or if you feel unable to keep yourself safe, 1) contact Halifax Health at 877-842-5432, 2) go to your Local Hospital Emergency Room, 3) contact the ‘Suicide and Crisis Hotline’ at 1-800-273-TALK or 4) call 911. I will make every attempt to inform you in advance of planned absences and provide you other resources to contact when I am unavailable.

**OTHER RIGHTS**

If you are unhappy with what is happening in therapy, I hope you will will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You also have the right to ask questions about any aspects of therapy and about my specific training and experience.

**BENEFITS AND RISKS**

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of. I, as your therapist, have corresponding responsibilities to you.

Counseling has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life.  However, psychotherapy has been shown to have benefits for individuals who undertake it.  Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But it is also important to know that a successful treatment outcome is not guaranteed.  Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

The first 2-4 sessions will involve a comprehensive evaluation of your needs. By the end of the evaluation, I will be able to offer you some initial impressions of what our work might include. At that point, we will discuss your treatment goals and create an initial treatment plan. You should evaluate this information and make your own assessment about whether you feel comfortable working with me. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

**OFFICE SHARING**

I share office space with other professionals. I am a therapist who practices independently and my colleagues have no affiliation with Brave Voices Counseling, nor do they have no access to your records or personal information.

**COURT-RELATED ISSUES**

As a therapist, it is my policy to provide treatment and not make recommendations or give testimony in court. It has shown that the professional relationship is often harmed when a therapist testifies in court cases. By consenting to treatment and signing this agreement, you agree not to call me as a witness or ask me to provide information to any legal representatives, including your attorney.

**CONSENT TO COUNSELING**Your signature below indicates that you have read this ‘Client Consent’ document and agree to the terms outlined within it.

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Signature of Client or Personal Representative Date

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Printed Name of Client or Personal Representative

Description of Personal Representative’s Authority (if applicable) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature of therapist, Shani Clement, LMHC Date