

## Atlanta Center for Wellness, LLC

#### www.atlantacenterforwellness.com

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

Thank you very much for taking the time to read this authorization form carefully. We 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 our profession, more importantly, it is part of our commitment to you to keep you fully informed of every part of your experience here at **Atlanta Center for Wellness**. 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 the client's therapist is a collaborative one, and he/she welcomes 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. The client's therapist will discuss what role you shall take in the client's treatment during your first session. As mentioned above, the client's therapist is committed to providing treatment to the designated client, and your participation is adjunct to this treatment. Therefore, the therapist's legal and ethical responsibility resides strictly with the designated client. This means the following: (1) What the client tells his/her therapist is confidential, but what you tell his/her therapist is not. This isn't to say that the therapist plans to divulge any information that you tell him/her to the public. However, he/she will not keep secrets from the client, and your information isn't protected by the same laws that the information given to him/her by the client is. (2) Although your participation as a collateral may help you psychologically; it also may not. The therapist's primary concern is for the client, and treatment will focus on the client's needs. However, the therapist will be glad to give you other resources for your own treatment if necessary. (3) The therapist will keep a clinical record for the designated client only. Any notes he/she takes regarding your participation will go into the client's chart. The client has the right to access her/her 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) The therapist will give the client a diagnosis for treatment purposes and, if applicable, for insurance filing. However, the therapist 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 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 his/her therapist. In effort to respect the privacy and sensitive needs of your son/daughter, the therapist will not be discussing the content of therapy sessions with you in detail. It is our 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, the therapist will definitely have family meetings to assist in this process. However, if at any time the therapist makes 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

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to the health and welfare of your son/daughter, you will be notified immediately so that the necessary actions and precautions can be taken.

# Background Information and Theoretical Views

Information regarding the designated therapist's educational background and experience may be found on our website under his or her name. Please feel free to view that information at www.atlantacenterforwellness.com.

It is our 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 our policy to only see clients who we believe have the capacity to resolve their own problems with the therapist's assistance. It is the intention of the client's therapist 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 the therapist. We 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, the client's therapist will direct the client to other resources that will be of assistance to him/her.

# Confidentiality & Records

As mentioned above, your communications with the client's therapist 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. The PHI of the client will be kept in a file stored in a locked cabinet in our locked office or will be stored within our electronic health record (EHR). Additionally, the PHI of the client is confidential, with the following exceptions: (1) the client directs his/her therapist to tell someone else and signs a "Release of Information" form; (2) The client's therapist determines 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 the client's therapist to submit information about treatment for claims processing or utilization review; or (5) The client's therapist is ordered by a judge to disclose information. Regarding an order by a judge, the therapist's license does provide the therapist 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. We cannot guarantee that the appeal will be sustained, but we will do everything in our power to keep what the client says confidential. However, you should be aware that if a judge orders the disclosure of your information, the client's therapist does not have the legal authority to maintain your confidentiality. He or she only maintains 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, the therapist determines 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 the client's therapist if you have concerns.

#### Structure and Cost of Sessions

Sessions are typically 50 minutes in duration. Occasionally, if the client's therapist feels more time is needed, they may be 75 or 90 minutes in duration, which the client's therapist will discuss with you prior to the appointment. Unless you elect to do so, or you are financially responsible for the client (such as a parent of a minor), you are not responsible for paying any of our professional fees.

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#### Cancellation Policy

In the event that you are unable to keep an appointment, you must notify the client's therapist at least 48 hours in advance. If such advance notice is not received, the client or you will be financially responsible for the session you missed. Please note that insurance companies do not reimburse for missed sessions.

# In Case of an Emergency

Our practice is considered to be an outpatient facility, and we are set up to accommodate individuals who are reasonably safe and resourceful. We do not carry beepers nor are we 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 the client's therapist, and you 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 the client's therapist is 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, we will return phone calls within 24-48 hours. If you or the designated client has a mental health emergency, we 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 or 455.3200
- Call 911
- Go to your nearest emergency room.

#### Professional Relationship

Psychotherapy is a professional service that we provide. Because of the nature of therapy, both your and the designated client's relationship with the therapist 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 and/or the client were to interact with the therapist in any other ways, you would then have a "dual relationship." This could prove to be harmful to you or the client in the long run, and is 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 our clients and their collateral participant's the best care, the therapist's judgment needs to be unselfish and purely focused on client needs. This is why your relationship with the therapist 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 in a close relationship. Therefore, it is not advised in our profession, and the client's therapist cannot also become your individual therapist. If you determine that you would like your own therapist, we'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 the therapist. The only time this might occur is if the client's therapist, the client, and you collectively decide that couples or family therapy is more appropriate and beneficial to all parties. However, if the client's therapist has had multiple sessions with the client and already developed a strong alliance, he/she 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.

You should also know that therapists are required to keep the identity of their clients and collaterals confidential. As much as the client's therapist would like to, for your confidentiality, the therapist will not address you in public

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unless you speak to the therapist first. The therapist also must decline any invitation to attend gatherings with your family or friends. Lastly, when the therapeutic relationship is completed, the therapist will not be able to be a friend to you like your other friends. In sum, it is the therapist's 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.

#### Statement Regarding Ethics, Client Welfare & Safety

We assure you that our services will be rendered in a professional manner consistent with the ethical standards of the American Psychological Association, the American Counseling Association, the National Association of Social Workers, and the American Association for Marriage and Family Therapy. If at any time you feel that the client's therapist is not performing in an ethical or professional manner, we ask that you please let the therapist know immediately. If you are unable to resolve your concern, the therapist will provide you with information to contact Ephrat Lipton, Managing Partner of Atlanta Center for Wellness at ephratlipton@gmail.com or the professional licensing board that governs his/her profession.

Due to the very nature of psychotherapy, as much as we would like to guarantee specific results regarding your participation or the therapeutic goals of the designated client, we are unable to do so. However, with your participation, the client's therapist 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 the client's therapist is able to target the specific treatment needs for the client and the particular modalities that work the best, help is generally on the way.

# **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 us that we maintain your confidentiality, respect your boundaries, and ascertain that your relationship with **Atlanta Center for Wellness and all our associates** remains professional. Therefore, we've developed the following policies:

<u>Cell phones:</u> It is important for you to know that cell phones may not be completely secure and confidential. However, we realize that most people have and utilize a cell phone. The client's therapist may also use a cell phone to contact you. If this is a problem, please feel free to discuss this with the client's therapist.

Text Messaging and Email: Both text messaging and emailing are not secure means of communication and may compromise your confidentiality. However, we realize that many people prefer to text and/or email because it is a quick way to convey information. If you choose to utilize texting or email, please discuss this with the client's therapist. However, please know that it is our policy to utilize these means of communication strictly for brief topics such as appointment confirmations. Please do not bring up any therapeutic content via text or email to prevent compromising your confidentiality. You also need to know that the client's therapist is required to keep a copy of all emails and texts as part of the client's clinical record.

<u>Facebook, LinkedIn, Instagram, Pinterest, Etc.</u> It is the client's therapist's policy not to accept requests from any current or former client on personal social networking sites such as Facebook, LinkedIn, Instagram, Pinterest, etc. because it may compromise your confidentiality. However, **Atlanta Center for Wellness, LLC** has a business Facebook page, a Twitter account and is on LinkedIn, etc. You are welcome to follow us on any of these pages. but please do so only if you are comfortable with the general public being aware of the fact that your name is



attached to **Atlanta Center for Wellness, LLC.** If you would like to follow us on any of these media, you might want to consider using an alias to keep your connection with us confidential, but that is entirely your decision.

Google, etc.: It is our policy not to search for our clients or collateral participants on Google or any other search engine. We respect your privacy and make it a policy to allow you to share information about yourself with the client's therapist as you feel appropriate. If there is content on the Internet that you would like to share with the client's therapist for therapeutic reasons, please print this material out and bring it to your session.

Twitter & Blogs: We may post psychology news on Twitter or write an entry on a blog. If you have an interest in following either of these, please let the client's therapist know so that he/she may discuss any potential implications to your relationship. Once again, maintaining your confidentiality is a priority. We would recommend using an RSS feed or locked Twitter list, which would eliminate you having a public link to our content.

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 we are open to any feelings or thoughts you have about these and other modalities of communication.

# Our Agreement to Enter into a Collateral Relationship

We sincerely hope this document has been helpful to explain your role in the client's treatment, your rights, risks, and our 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.

[Signature page to follow]



# Our Agreement to Enter into a Collateral Relationship (Cont.)

Collateral Participant's Name (Please Print)	Date
Collateral Participant's Signature	-
Collateral Participant's Name (Please Print)	Date
Collateral Participant's Signature	-
Collateral Participant's Name (Please Print)	Date
Collateral Participant's Signature	-
The client's therapist's signature below indicates that he/she has	discussed this form with you and has answered any
questions you have regarding this information.	
Therapist's Signature	Date