

Tulsa CARES Informed Consent

Name of Client:

I, _____, (for) the undersigned do hereby voluntarily consent to evaluation, recommendation, treatment and/or services by Tulsa CARES. I am aware that the practice of social work, including mental health services, is not an exact science, and that no mental health therapeutic treatment is 100 % effective on every client who is treated. As a consequence, I acknowledge that no guarantee has been made to me concerning the result of any evaluation, any other treatment, or any service that may be rendered. Furthermore, I understand that evaluation, treatment, and services will involve discussion of personal events in my own history and current situation which, at times, can be discomforting and is at all times very personal.

Limitations on Confidentiality:

The law protects the privacy of all communications between a client and a mental health provider, as well as any paid or volunteer staff member of Tulsa CARES. In most situations, the provider can release information about my treatment to others only if I sign a written Authorization form that meets certain legal requirements imposed by law. My signature on this Agreement provides consent for those activities as follows:

- I understand that Tulsa CARES professionals may occasionally find it helpful to consult other health and mental health professionals about a case. I understand that during a consultation, every effort is made to avoid revealing the identity of any client. I understand that the other professionals and staff at Tulsa CARES are also legally bound to keep the information confidential. I have been told that, if I don't object, I will not be told about these consultations unless the provider feels that it is important to my care. However, all consultations will be noted in my Clinical record.
- I have been advised and am aware that Tulsa CARES professionals interact with other mental health professionals, and that administrative staff is employed by Tulsa CARES. In many cases there is need to share protected information with these individuals for both clinical and administrative purposes, such as providing appropriate and effective services, scheduling, billing, and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members and volunteers have been instructed about protecting the privacy of clients and client information, and have agreed to keep all protected information within the agency unless directed to release protected information by a professional staff members.

I understand that my rights of confidentiality apply to communications with physicians or psychologists, or other mental health professionals subject to the limitations as described below. Specifically, I understand that Tulsa CARES staff is required to disclose confidential information without my consent under certain circumstances that include, but are not limited to the following:

1. If I am evaluated to be a danger to myself or others;
2. If I am a minor, elderly, or disabled person and the Provider believes that I am the victim of abuse or if I divulge information about such abuse;
3. If I divulge information that would cause the Provider to develop reasonable belief that I have abused or neglected a minor, an elderly or disabled person, or member of another protected class;
4. If I file a suit against the provider for any reason;
5. If a court order, other legal proceedings, or statute requires disclosure;
6. I understand that if I am a minor, my parent/s or legal guardian/s may have access to some or all of the information about me and provided by me, unless limited by court order. The provider may limit access if there is reasonable belief that the parent or guardian is either not acting in my best interest or that such disclosure would be detrimental to me.
7. I further acknowledge that a third party payer may have access to otherwise confidential information.

I agree that this consent will remain in effect for the duration of all social, mental health, and medical services rendered, or until such authorization is revoked by me. I agree that a photocopy of this form may be used in lieu of the original.

I also acknowledge that my information may be shared as part of the organization's contracting, auditing, or accreditation requirements. (i.e., Oklahoma Housing Finance Agency, Oklahoma State Department of Health, City of Tulsa, Council on Accreditation). Tulsa CARES requires these regulatory agencies to sign confidentiality agreements before auditing any client record and these auditors are bound by professional and legal requirements to protect my confidentiality.

_____ Client's Initials

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Hold Harmless Statement:

I further acknowledge that although Tulsa CARES will not reveal or discuss my HIV status with other parties except as indicated above, I am aware that through my association with Tulsa CARES, and involvement in Tulsa CARES activities, my HIV status may be suspect by others who may observe such an association or involvement with Tulsa CARES. For example, if someone sees me entering a Tulsa CARES facility or event, and that person knows of the purpose of Tulsa CARES, he or she may suspect or assume that I am HIV+. I agree to not hold Tulsa CARES and/or any of its paid or volunteer staff, or any representative liable for such occurrences.

_____ Client's Initials

Tulsa CARES Office Policies

Client Rights:

I have been advised that the law provides me with several new or expanded rights with regard to my Clinical Record and disclosures of protected health information. I understand that these rights include access to client information about me; requests that the provider amend my record; requests regarding restrictions on what information from my Clinical Record is disclosed to others; requests of an accounting of most disclosures of protected health information that I have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints I make about policies and procedures recorded in my records; and the right to paper copy of this Agreement, including Tulsa CARES privacy policies and procedures. Additional rights and responsibilities are described in the Tulsa CARES Client Services Manual.

_____ Client's Initials

Services/ Treatment Philosophy:

Tulsa CARES promotes a safe and therapeutic environment to ensure the effective delivery of program services. We are dedicated to maintaining an environment supportive of safety and healing. To ensure this environment, we strive to maintain a harassment-free and non-violent atmosphere. Mutual respect is an expected behavior for all clients and staff. This supports a culture of safety for all who receive services and work at Tulsa CARES.

Clients who are physically or verbally abusive to staff or other clients will be subject to written warnings, suspension, or termination of services. If Tulsa CARES becomes aware of actual violence, a threat of violence, or harassment that has occurred between two Tulsa CARES clients, Tulsa CARES will take measures to protect the safety of both clients in an attempt to allow ongoing services for both clients at Tulsa CARES. To ensure the safety between client perpetrators and client victims of violence or harassment, we may take the following steps with the victim client's permission: reassign care coordinators if the victim and the perpetrator share the same care coordinator, schedule victim appointments at times separate from perpetrator appointments, help the client victim file a restraining order or client grievance if desired, and contact the police if a violent perpetrator refuses to leave Tulsa CARES property while the client victim is receiving services. If these measures are ineffective in protecting client safety while on premises at Tulsa CARES, the client perpetrator will be discharged from all Tulsa CARES programs at the discretion of the Administration.

In order to provide client-centered services, all clients must complete initial and ongoing assessments by Tulsa CARES staff. This allows us to offer services and treatments that are goal-directed and problem-focused. Services or treatment are created with these identified goals in mind, and we will work with you to create action steps to achieve these goals. I will have an active role in setting and achieving my treatment goals. Understanding my care plan is an important part of achieving my goals. If I ever have any questions about the nature of the treatment or my care, I will ask my care coordinator or therapist for clarification.

Tulsa CARES explicitly prohibits the use of restrictive behavior management interventions which restrict, limit, or curtail a person's freedom of movement, including but not limited to, isolation, manual restraint, chemical restraint, mechanical restraint, and locked seclusion. Tulsa CARES complies with all federal, state, and local legal and regulatory regulations and requirements pertaining to behavior support and management interventions.

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Emergencies:

I have been advised that in the case of a medical emergency, I am to dial 911 (or the emergency access number in my area); stay on the line while help is being arranged; and seek definitive medical care instead of contacting Tulsa CARES or my case manager. I have been advised that in the case of a psychiatric or emotional emergency, I am to dial 911 or local law enforcement; stay on the line while help is being arranged; or go to the nearest emergency room and request assistance. I understand that Tulsa CARES does not provide any services, including mental health services, on a 24 hours per day, 7 days per week schedule. I understand that services are available through Tulsa CARES during their posted business hours.

_____ Client's Initials

Missed Appointments, Expired Paperwork, and Client Case Closure:

I understand that when I schedule an appointment with any Tulsa CARES staff member, I am asking that this time be reserved for me, that nothing else is scheduled for that staff member at that time, and that his or her schedule is built with my session in mind. I understand that, during this scheduled appointment time, the Tulsa CARES staff members cannot schedule another client or meeting, and is dedicating this time to me. Because of this, I agree to cancel appointments that I am unable to keep at the earliest possible time. If I miss an appointment for a reason beyond my control, it is my responsibility to call and reschedule that appointment as soon as possible. If I cannot keep this agreement, I understand that the Tulsa CARES staff member may not be able to reschedule my appointment immediately. If I miss multiple appointments and if I have no contact with Tulsa CARES for three months, or if my important paperwork becomes expired (including my plan of action, income verification, or residency verification), I understand that I will be placed *on hold*. *On hold* means that I cannot access any Tulsa CARES programs or services, with the exception of mental health, until my chart is updated.

If I am placed *on hold* and the Care Coordination Program Director cannot contact me, my Tulsa CARES file will be closed. My Tulsa CARES file will also be closed if: I request closure; I move out of the service area; my income exceeds eligibility requirements; I need to transition my services to hospice or palliative care; I violate program rules or requirements; I become incarcerated; or my consent forms expire. Whenever possible, I understand Tulsa CARES will work with me to get the services I need from another provider before my file is closed.

_____ Client's Initials

Appeals and Grievances:

I have had explained to me and I have been given or offered, by my assigned case manager or another representative of Tulsa CARES at the time of my intake, a copy of the Client's Rights & Responsibilities, which I have signed. By signing this document, I have agreed to the guidelines and expectations of me, and to the guidelines and expectations for all paid and unpaid volunteer staff affiliated with Tulsa CARES when I am receiving services there. Included in the Client's Rights & Responsibilities, is the procedure for registering a complaint about or regarding either a paid or volunteer staff, or other representative of Tulsa CARES. I have agreed to follow this procedure should I need to register a complaint. In addition, I understand that I may submit, in writing, a complaint to the Oklahoman Licensing Board of the affected Practitioner concerning any aspect of care that is unprofessional, illegal or unethical. I understand that if this is the action I pursue, I may be required to appear before the Oklahoma Licensing Board that governs this profession. I have been advised that instructions for pursuing a complaint in this manner are available to me, and will not adversely affect my services through Tulsa CARES.

_____ Client's Initials

Acknowledgement:

I acknowledge that I have read and initialed this document and have received, or have been offered and refused, a copy of the initialed and signed document for my own use. I understand that I may revoke this consent at any time, except to the extent that the action has been taken in reliance upon it, and that in any event of this consent expires automatically, one year (365 days) from the date of my signature, unless expiration is specified under the following alternative conditions:

_____ Specification of the date, event, or condition on which this consent expires; initialed by client.

_____ Signature of Client/Guardian

_____ Date

_____ Signature of Witness

_____ Date