

INFORMED CONSENT – Effective January 1, 2025

Thank you for choosing DOUGLAS LAYER, LPCC. Our appointment will take approximately 45 – 50 minutes. I realize that starting counseling is a major decision and you may have many questions. This document is intended to inform you of my policies, State and Federal Laws and your rights. If you have other questions or concerns, please ask and I will try my best to give you all the information you need.

DOUGLAS LAYER, LPCC has earned a Masters Degree in Counseling and Educational Psychology from New Mexico State University, and a Masters Degree in Comparative Sociology from Florida International University in Miami. I am licensed by the State of New Mexico as a Licensed Professional Clinical Counselor (LPCC) (#0164031).

CONFIDENTIALITY: Your verbal communication and clinical records are strictly confidential except for:

- a)** information (diagnosis and dates of service) shared with your insurance company to process your claims (you MUST receive a diagnosis for claims reimbursements. Self-pay clients do not necessarily need to receive a diagnosis for treatment),
- b)** information you report about physical, sexual abuse or elder abuse; then, by New Mexico State Law, I am obligated to report this to the Department of Children and Family Services,
- c)** where you sign a release of information to have specific information shared,
- d)** if you provide information that informs me that you are in danger of harming yourself or others,
- e)** information necessary for case supervision or consultation, and
- f)** when required by law, including national security investigations, public health emergencies and other rare instances.

EMERGENCIES: If an emergency situation for which you feel immediate attention is necessary, please call the office. If no return call is received within 10 minutes, or if you need immediate assistance, the client understands that they are to contact the emergency services in the community (911 or 988). DOUGLAS LAYER, LPCC will follow those emergency services with standard counseling and support to the client or the client's family.

CELL PHONE/EMAIL COMMUNICATION: I utilize a cell phone for my counseling business purposes. I can receive calls and text messages during business hours (8 AM - 7 PM). However, please be advised that confidentiality can NOT be guaranteed when communicating through cell/text services. I may NOT be able to return calls/texts in a timely manner should an emergency arise. In such a mental health emergency, all clients are urged to call 911 or 988.

I do NOT store client names with phone numbers. So, I am unaware of who a caller is when a call comes through to help protect confidentiality. I also utilize an email account for my counseling business purposes. Email servers can NOT guarantee confidentiality. I make every attempt to respond to emails within 24 hours. Text/email messages should not contain personal mental health information and should be limited to appointment scheduling needs.

RECORDING SESSIONS: The recording of a therapeutic session by either client or therapist is strictly forbidden without appropriate consent. This includes all Telehealth sessions.

SOCIAL MEDIA POLICY: Due to the importance of your confidentiality and in adherence to the American Counseling Association's ethical guidelines, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, X, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

EMOTIONAL SUPPORT ANIMALS: I do not compose letters requesting Emotional Support Animal accommodations. This is not an area of expertise of mine and I do not have the appropriate training to do so. I am happy to discuss this further should this issue arise for any client.

SOCIAL SECURITY DISABILITY: If seeking disability compensation is your primary goal, I am likely not the best fit for your mental health needs. Applying for SSDI is a long and arduous process that requires properly trained and focused support services. This is not an area of expertise of mine and I would suggest seeking therapeutic services that specialize in disability claims and can provide the appropriate guidance and support for you. We can certainly discuss this further if this is a concern of yours.

DIVORCE/CHILD CUSTODY/LEGAL: I am not a family counselor and do not specialize in marriage and family issues including divorce and child custody-related issues. If you are looking for a therapist that might provide documentation and/or testimony in a divorce and/or child custody case, I am not the best therapist for you.

NON-DISCRIMINATION DISCLAIMER: This office does not exclude people or treat clients differently because of race, ethnicity, national origin, disability, sex, gender, sexual orientation, citizenship or financial status.

TERMINATION OF SERVICES: Therapeutic services can be terminated at any time by a client or therapist who have concluded services are no longer necessary, or that therapeutic goals have been achieved. This decision is best made in consultation together. However, if a client reaches this conclusion on their own, it is still recommended that the therapist be contacted and made aware that a client has chosen to cease services so case records can be handled appropriately.

Services may also be terminated at any time by the therapist should a client become threatening, intimidating or harassing in their behavior toward the therapist while in session or outside of therapy. Law enforcement may also be contacted if necessary. A referral might also be made in cases where the therapist determines a client's needs are beyond his/her scope of practice.

FINANCIAL: I ask that at each session you pay your full fee or co-pay. If you need to cancel or reschedule an appointment, please give **48 business hours** advance notice when possible.

The need for mental health services has risen dramatically. In an effort to accommodate as many clients as needed, cancellations with less than a 48-hour notice will be charged a \$50.00 cancellation fee.

I sincerely appreciate your cooperation with this policy, and at any time you have questions regarding fees or payments, please feel free to ask. All credit card payments are processed through Square.

By signing this form, you are acknowledging that you have read and understand its contents.