CLEAR MIND
COUNSELING

Candace Lewis, MHR, LPC-S
Owner, Mental Health Therapist
(405) 266-6846 · ClearMindCounselingOK.com

PRACTICE POLICIES

Welcome to Clear Mind Counseling ("CMC"). These Practice Policies (the "Policies") are designed to outline the various policies and procedures I use to run my practice. My hope is that by stating these policies clearly up front, we will be able have a more effective and beneficial counseling relationship. I'm happy to discuss the matters in this document should you need any additional explanation. In addition, if I update these policies in the future, I will endeavor to give you 30 days' notice prior to implementation and provide you with a copy of my new policies. Thank you again for choosing CMC and I look forward to working with you.

Appointments and Cancellations

Your appointment time is specifically reserved for you, and it is important that you attend regularly if you wish to achieve the full benefits of psychotherapy. If you are unable to attend your scheduled session, please provide at least 24 hours' notice so we can cancel or reschedule your session as necessary. Cancellations made with fewer than 24 hours' notice, as well as missed appointments, will be charged the full session fee. These charges cannot be billed to insurance and are your personal responsibility.

The standard psychotherapy session is 53 minutes. If you would like a longer or shorter session, this must be discussed in advance so time can be scheduled accordingly. If you arrive late, your session may be shortened so that it ends on time.

While I understand that life sometimes complicates our schedules, repeated failure to attend your scheduled appointments may result in the termination of services, with or without notice, at my sole discretion.

Telephone Accessibility and Crisis Response

You may contact me between sessions by leaving a voicemail message at the phone number listed above. I am often not immediately available but will make every effort to return your call within 24 hours.

CMC is not a crisis service and is not available outside of scheduled sessions. If you are experiencing an urgent situation, please do not utilize my voicemail. If you are experiencing a true emergency, it is important that you either (1) call 911; (2) call or text 988 for suicide and crisis support; or (3) go to the nearest emergency room.

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Social Media and Telecommunication

While the therapist/client relationship can often be a very personal one, it is important to maintain clear professional boundaries so that you can obtain the full benefit of our work. Because of this, I do not accept "friend" or "connection" requests from current or former clients on any social networking sites (e.g., Facebook, Instagram, LinkedIn). Doing so could compromise your privacy and blur the therapeutic relationship.

In-Person Interactions Outside of Session

My ethical and legal obligations to protect your confidentiality also prohibit me from confirming or denying whether you are receiving services from me. Because of this, if we happen to meet in public, my policy is to not initiate any interaction with you to protect that confidentiality. However, should you approach me and wish to talk, I am happy to do so, so long as you are the one who initiates communication.

About Reviews

Your privacy is very important to me. While some clients may choose to share their experiences in an online review, please know that doing so is never expected, requested, or required. Choosing to post a review is entirely up to you. Because reviews may include personal details, there are risks to your confidentiality if you decide to share publicly. To further protect your privacy, I will never respond to reviews (positive or negative) as doing so could confirm or deny our relationship.

Electronic Communication

I cannot guarantee the confidentiality of electronic communications such as email or text messaging. These forms of communication may be used only for administrative matters such as scheduling or cancellations and I would ask that these not be used for therapeutic content or emergencies. While I make every effort to respond to messages in a timely manner, immediate responses cannot be guaranteed.

Telehealth

Telehealth allows sessions to take place through secure video or telephone systems when in-person appointments are not possible or are impractical. In some cases, you and I may agree that telehealth is the best format for our sessions. However, I do require that we meet in-person at least one time.

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While telehealth has many benefits including convenience, cost-effectiveness, and increased access, it has risks as well. These risks may include technology failures, privacy concerns related to your location or internet security, and limitations in managing emergencies when we are not physically in the same place. To keep these risks to a minimum, I would ask that you participate in telehealth sessions from a private location and confirm your physical location at the beginning of each session.

Applicable law prohibits me from providing telehealth services to clients who are not physically located inside of Oklahoma at the time of the session. If a crisis occurs during a telehealth session and we are disconnected, I will attempt to contact you promptly and may use your emergency contact information if needed.

Minors

Confidentiality is one of the cornerstones of the therapeutic relationship. However, if you are under 18, your parents or guardians may have a legal right to some information about your therapy. To preserve confidentiality while providing your parents or guardians with necessary treatment information, the matters we discuss in session will be kept confidential except as explicitly set forth below.

Things I <u>will</u> discuss with parents or guardians:

- Actual intent to commit suicide, including a plan and the means to carry out the plan.
- Actual intent to kill or injure another person.
- If you have been abused or neglected and you are under the age of 18.
- Sexual activity if you are 13 or younger and your partner is 14 or older.
- Sexual activity if you are under 16 and the other participant is more than 2 years older than you.
- Non-consensual sexual activity of any kind.

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Things I will not discuss with parents or guardians:

- Consensual sexual activity with an age-appropriate partner.
- Self-injury unless an intent to commit suicide is present or the activity is potentially life-threatening.
- Drug or alcohol use unless there is an intent to commit suicide by overdose or harm another person with drugs or alcohol.

This policy will remain in effect unless specifically agreed to in writing by me and your parents or guardians, or unless otherwise required by State or Federal law.

In Oklahoma, only a parent or legal guardian with the authority to make medical/mental health decisions may consent to a child's treatment. A copy of the most recent custody order or legal documentation must be provided before services can begin. If custody is shared, consent from both parents must be provided. Please be aware that I cannot restrict access to records by a parent with joint legal custody unless a court order specifically limits those rights.

My Role in Parental or Familial Disputes

My role in the treatment of minors is limited solely to that of a psychotherapist. While minors are often brought to therapy due to relational conflicts (including parental divorce and separation), it's important to remember that I am here to help the child and not to act as a disciplinarian, mediator, or court witness. Because of this, disputes about custody, visitation, or decision-making must be resolved outside of therapy. If this boundary is not respected, I reserve the right to terminate services to the extent allowed by State and Federal law and my ethical obligations.

Referrals

Clients may come to CMC through their own choice, through recommendations from other professionals, or through community resources. Regardless of how you are referred, beginning therapy here is always your decision, and you are free to discontinue services at any time. I do not provide or accept payment, favors, or any other form of compensation for referrals. Any referral I make or receive is based solely on what I believe to be in the best interest of the client.

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Professional Contact and Legal Involvement

As stated above, my role is as a psychotherapist and to fulfill this role, it is important that I avoid participation in legal proceedings if possible. *I do not provide custody evaluations, forensic assessments, or recommendations regarding visitation.* If I am contacted by attorneys, courts, or other professionals, I will release information only with your written consent in a legally sufficient manner, or as otherwise required by law. To the extent I am required to spend time preparing records, writing reports, or consulting with attorneys or other professionals outside of therapy sessions related to you or your child's treatment, you will be billed for my time at the rate of $250/hour, pro-rated in 15-minute increments. Payment is due at least 48 hours prior to any production of records, communications, reports, or other documents.

If I am subpoenaed or ordered to testify in court, before a regulatory body, at deposition, or otherwise regarding you or your minor's treatment, you will be responsible for all related fees, regardless of whether or not it was you, your attorney, or some other individual, party, or organization that sought my testimony. Preparation for this testimony is billed in half-day increments of $1,250.00 while the testimony itself is billed at $2,500.00 per day. These fees are due at least 48 hours in advance. To the extent travel is required, it will be billed at $250 per hour plus actual costs incurred such as tolls, airfare, and lodging. In addition, mileage will be billed at the current IRS rate.

You will be responsible for the actual costs of printing, copying, binding, or other similar services.

Please be aware that these services cannot be billed to insurance and are your personal responsibility.

Payment and Autopay

All clients must be enrolled in my secure autopay system, using a credit, debit, or HSA/FSA card kept on file. Your card will be charged after each session, or when an outstanding balance is due. If you prefer not to use autopay, you may opt out in writing. In that case, payment in full is due at the time of each session.

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Please note that if late or unpaid balances occur, I may require re-enrollment in autopay as a condition of continuing services. A $30 service charge will apply for any returned or charged-back items.

Past Due Accounts

Clients are expected to keep their accounts current. I would strongly encourage you to communicate with me should financial hardships arise so we can discuss your options including whether a payment plan might be a possibility.

If a balance remains unpaid beyond 60 days without a payment arrangement, you may be referred to collections at my discretion. You will be responsible for the outstanding balance as well as any additional fees incurred through collection efforts including, if applicable, attorney's fees and court costs.

Weapons Policy

CMC is a weapons-free location pursuant to 21 Okla. Stat. § 1290.22. Accordingly, all visitors and clients are prohibited from carrying any firearms, knives, or any other weapons while on property owned or operated by CMC. Any violations may result in immediate termination of services. In addition, refusal to surrender or remove any weapon from the premises will result in being turned over to the proper authorities.

Drug and Alcohol Policy

I believe that being under the influence of alcohol or drugs can negatively impact the effectiveness of therapy. In fact, intoxication may keep a client from being able to provide informed consent to conduct therapy. Because of this, use or possession of alcohol or illicit substances before or during session is prohibited at CMC. This prohibition includes, but is not limited to, the use of alcohol, marijuana, or any other illegal substance which may alter your mood or impair your ability to effectively participate in therapy.

Emotional Support Animals

I recognize that many individuals can obtain substantial comfort and healing from the use of emotional support animals. However, I do not provide letters on behalf of clients for the purposes of obtaining an emotional support animal. Professionals who are willing to provide such letters are available throughout Oklahoma should you wish to seek one out.

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Electronic Health Records

CMC may utilize electronic health records ("EHR") software that is compliant with the Health Insurance Portability and Accountability Act to store and exchange your protected health information with its providers and staff as well as third parties, including, but not limited to, insurance companies. CMC currently utilizes the SimplePractice EHR platform, but this platform is subject to change without notice to you.

Termination

Ending therapy can be a meaningful, impactful, and sometimes difficult process. The length and style of termination will depend on the nature of our work together and will likely look different from client to client.

While you always have the option to terminate therapy at any time, there are certain situations in which I, at my sole discretion, may determine that continued therapy is not appropriate. These situations may include, but are not limited to, situations in which therapy is not being effectively or properly used, appointments are repeatedly not kept, you have been unable to keep your account current, or you otherwise violate these policies.

If therapeutic services are terminated, I will provide you with referrals to other qualified professionals upon request.

Modification

You agree that these Policies shall not be modified by any oral representation made before or after the execution of this agreement. All modifications, if any, must be in writing, and agreed to and signed by both you and CMC.

Choice of Law

You agree that these Policies will be governed by, and construed and enforced in accordance with, the laws of the State of Oklahoma, without regard to Oklahoma's choice-of-law principles.

Ambiguity

You agree that these Policies shall be construed according to the fair intent of these Policies as a whole and no ambiguity in its terms shall be construed in favor of or

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against either you, CMC and/or its providers and staff. You agree that the headings used in these Policies are for reference only and are not intended as substantive provisions of these Policies.

Attorney's Fees and Costs

If any attorney is employed by either you or CMC and/or its providers or staff with regard to any legal or equitable action, arbitration or other proceeding brought by such party for enforcement of these Policies or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of these Policies, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which the prevailing party may be entitled.

BY SIGNING BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE POLICIES AND CONDITIONS STATED HEREIN.

_____ _____

Client/Authorized Representative Signature Date

If signed by an Authorized Representative, please provide the following information:

_____ _____

Name of Representative Relationship to Client

☐ *Copy provided to Client/Authorized Representative*