The following excerpt is reprinted from the Oklahoma Administrative Code Relating to the Regulation of Licensed Professional Counselors.

OKLAHOMA ADMINISTRATIVE CODE RELATING TO THE REGULATION OF LICENSED PROFESSIONAL COUNSELORS

CHAPTER 11. LICENSED PROFESSIONAL COUNSELORS

§86:11-3-1. RESPONSIBILITY

It shall be the responsibility of Licensed Professional Counselors (LPCs), in their commitment to the understanding of human behavior, to value objectivity and integrity, and in providing services, to strive to maintain the highest standards of their profession. LPCs shall accept responsibility for the consequences of their work and make every effort to ensure that their services are used appropriately. LPCs shall be alert to personal, social, organizational, financial, and political situations or pressures that might lead to the misuse of their influence. LPCs shall not participate in, condone, or be associated with dishonesty, fraud, deceit or misrepresentation. LPCs shall not exploit their relationships with clients for personal advantage, profit, satisfaction, or interest.

§86:11-3-2. COMPETENCE

For purposes of this chapter, the following terms have the following meanings:

(a) **Counseling.**
LPCs and LPC Candidates shall practice only within the boundaries of their competence, based on their education, training, supervised experience, state and national professional credentials, and appropriate professional experience. An LPC or LPC Candidate shall only practice in a new area when said LPC or LPC Candidate has received the necessary education, training and supervised experience, and shall take steps to ensure the competence of work provided and to protect others from possible harm.

(b) **Testing and assessment.**
LPCs and LPC Candidates shall know the limits of their competence and shall therefore perform only those testing and assessment services for which they have received training and supervision in the administration, scoring and interpretation processes associated with the provisions of such services. LPCs and LPC Candidates shall be responsible for receiving training on testing and assessment instruments that have been revised or updated. LPCs and LPC Candidates shall be familiar with related standardization, proper application, copyright restrictions and security demands of any testing or assessment technique utilized. LPCs and LPC Candidates shall ensure that any testing instrument selected is the most current edition available, has been properly evaluated for validity and reliability and is culturally appropriate for the clients with whom it is used. LPCs and LPC Candidates using computer-based test interpretations shall be trained in the construct being measured and the specific instrument being used prior to using this type of computer application. LPCs shall ensure the proper use of assessment techniques by persons under their supervision.

(c) **Diagnosis of mental disorders.**
LPCs and LPC Candidates shall provide the proper diagnosis of mental disorders in their clients, as published in Section E.5., Diagnosis of Mental Disorders, of the American Counseling Association (ACA) Code of Ethics, approved by the ACA Governing Council, 2005.

(d) **Specialty.**
LPCs and LPC Candidates shall not represent themselves as specialists in any aspect of counseling, unless so designated by the Board.

(e) **Research.**
LPCs and LPC Candidates shall plan, design, conduct, and report research only in a manner as published in Section G., Research and Publication, of the American Counseling Association (ACA)Code of Ethics, approved by the ACA Governing Council, 2005.

(f) **Impairment.**
LPCs and LPC Candidates shall not offer or render professional services when such services may be impaired by a personal physical, mental or emotional condition(s). LPCs and LPC Candidates shall seek assistance for any such personal problem(s) with their physical, mental or emotional condition, and, if necessary, limit, suspend, or terminate their professional activities. If an LPC or LPC Candidate possesses a bias, disposition, attitude, moral persuasion or other similar condition that limits his or her ability to recommend a course of treatment or decision-making that is indicated, and under such circumstances where all other treatment and decision options are contra-indicated, then in that event the LPC shall not undertake to provide counseling and will terminate the counseling relationship in accordance with these rules.

(g) **Knowledge of impairment.**
If a LPC or LPC Candidate becomes aware that a LPC or LPC Candidate is violating an obligation described in OAC 310:405-3-2(f), OAC 310:405-3-4(b) or other provisions of the Act or this Chapter of regulations, the LPC or LPC Candidate must, within thirty (30) days, report the situation to the Department in accordance with OAC 310:405-31-2. The report shall contain, at a minimum, the following:
(1) Name of the LPC or LPC Candidate making the report;
(2) Name of the LPC or LPC Candidate who is allegedly impaired;
(3) Any facts that can be revealed concerning the impairment;
(4) The LPC or LPC Candidate shall maintain the confidentiality of the client pursuant to Title 59 of the Oklahoma Statutes, Section 1910, unless a signed release is received from the client.

(h) **Knowledge of any sexual conduct.**
If a LPC or LPC candidate becomes aware that another LPC or LPC Candidate is violating OAC 310:405-3-3(d) or (e), OAC 310:405-3-4(c) or OAC 310:405-3-4.1(b), the LPC or LPC Candidate must, within thirty (30) days, report any sexual conduct to the Department in accordance with OAC 310:405-31-2. The report shall contain, at a minimum, the following:
(1) Name of the LPC or LPC Candidate making the report;
(2) Name of the LPC or LPC Candidate who is alleged to have engaged in the sexual conduct;
(3) Any facts that can be revealed concerning the sexual conduct;
(4) The LPC or LPC Candidate shall maintain the confidentiality of the client pursuant to Title 59 of the Oklahoma Statutes, Section 1910, unless a signed release is received from the client.

(i) **Forensic services.**
LPCs and LPC Candidates may perform forensic services, which include, but are not limited to, assessments, interviews, consultations,custody evaluations, reports, expert testimony, or other such activity that is undertaken or conducted by the candidate or licensee in contemplation that the results may, or are intended to be, later furnished to a trier of fact or other decision maker, only under the following conditions:
(1) LPCs and LPC Candidates must demonstrate competence by education and experience in the subject matter relevant to the issues in question, as determined by the court.
(2) LPCs and LPC Candidates shall provide a written notice and make a reasonable attempt to obtain a signature acknowledging receipt of such notice, from each person or persons who is the subject of the forensic services. This written notice shall include:
(A) a description of what procedure will be followed in the evaluation process;
(B) how such information, interpretations, conclusions, and recommendations will be distributed;
(C) fee arrangements; and
(D) explanation of the role of the evaluator if subsequently called upon to provide expert testimony before a trier of fact.
(3) LPCs and LPC Candidates shall maintain written records, in a form or format that is legible or readable to third persons, of all contacts and information received and used in the preparation of their report.
(4) LPCs and LPC Candidates must conduct a thorough examination and must utilize face-to-face interviews of the person(s) who is the subject of their forensic analysis, and such other person or persons who has/have a legally recognizable right in the subject matter of the proceeding.
(5) LPCs and LPC Candidates shall base their findings and conclusions only upon information gained by appropriate and lawful means. Interviews of minor children shall be preceded by written consent from the joint-custodial parents or from the custodial parent or from the legal guardian or from the legal custodian appointed by the Court.
(6) LPCs and LPC Candidates who provide counseling services for a client shall only provide fact witness testimony, which may include diagnostic impressions, treatment plans and other factual clinical information ordinarily included in a treatment file. Fact witness testimony by LPCs and LPC Candidates shall not include opinions or recommendations pertaining to matter subject to a decision by the Court, in forensic matters involving that client, unless otherwise required by law or court order. LPCs and LPC Candidates who provide mediation, parent coordinating assistance or any other neutral participation, may not undertake to provide counseling to any person(s) involved or directly affected by the LPC's and LPC Candidate's role as a neutral participant. Fact witness testimony means evidentiary statements that are limited to direct observations made by the LPCs and LPC Candidates and shall not include conclusions, opinions or recommendations.
(7) Assessments, interviews, consultations, custody evaluations, reports or other activity not performed in contemplation that the results would be furnished to a trier of fact or decision maker, must be kept confidential and cannot be utilized in the formation or publication of an opinion by the candidate or licensee.

§86:11-3-3. CLIENT WELFARE

(a) **Discrimination.**
LPCs shall not, in the rendering of their professional services, participate in, condone, or promote discrimination based on age, culture, disability, ethnicity, race, religion/spirituality, gender, gender identity, sexual orientation, marital status/partnership, language preference, socioeconomic status, or any basis proscribed by law. LPCs do not discriminate against clients, students, employees, supervisees, or research participants in a manner that has a negative impact on these persons.

(b) **Records.**
(1) Requirement of records. LPCs shall maintain verifiable, accurate and truthful records necessary for rendering professional services to their clients for at least five (5) years beyond termination of services. LPCs employed at an institution or facility that has a published records retention policy that is equal to the retention required by this subsection will be deemed to be in compliance with this subsection.
(2) Confidentiality. LPCs shall maintain the confidentiality of any information received from any person or source about a client, unless authorized in writing by the client or otherwise authorized or required by law or court order.
(3) Confidentiality of records. LPCs shall be responsible for complying with the applicable state and federal regulations in regard to the security, safety and confidentiality of any counseling record they create, maintain, transfer, or destroy whether the record is written, taped, computerized, or stored in any other medium.
(4) Client access. LPCs shall provide the client with a copy of the client's record in accordance with state and federal laws. In situations involving multiple clients, access to records is limited to those parts of records that do not include confidential information related to another client.

(c) **Dual relationships.**
LPCs shall not knowingly enter into a dual relationship(s) and shall take any necessary precautions to prevent a dual relationship from occurring. When the LPC reasonably suspects that he or she has inadvertently entered into a dual relationship the LPC shall record that fact in the records of the affected client(s) and take reasonable steps to eliminate the source or agent creating or causing the dual relationship. If the dual relationship cannot be prevented or eliminated and the LPC cannot readily refer the client to another counselor or other professional, the LPC shall complete one or more of the following measures as necessary to prevent the exploitation of the client and/or the impairment of the LPC's professional judgment:
(1) Fully disclose the circumstances of the dual relationship to the client and secure the client's written consent to continue providing counseling;
(2) Consult with the other professional(s) to understand the potential impairment to the LPC's professional judgment and the risk of harm to the client of continuing the dual relationship.

(d) **Providing counseling to persons of prior association.**
LPCs shall not undertake to provide counseling to any person with whom the LPC has had any prior sexual contact or close personal relationship within the previous five (5) years.

(e) **Interaction with former clients.**
LPCs shall not knowingly enter into a close personal relationship, or engage in any business or financial dealings with a former client for two (2) years after the termination of the counseling relationship. LPCs shall not engage in any activity that is or may be sexual in nature with a former client for at least five (5) years after the termination of the counseling relationship. LPCs shall not exploit or obtain an advantage over a former client by the use of information or trust gained during the counseling relationship.

(f) **Invasion of privacy.**
LPCs shall not make inquiry into persons or matters that are not reasonably calculated to assist or benefit the counseling process.

(g) **Private or Independent Practice.**
No person may engage in the private or independent practice of professional counseling work or open a facility with the intent of providing private or independent counseling practice unless that person:
(1) is licensed under this Act as a Licensed Professional Counselor; and,
(2) has met all requirements of Section 310:405-11-5 of the LPC Regulations; and
(3) has continued to meet all continuing education requirements set forth in Subchapter 17 of this Chapter

(h) **Referral.**
(1) If LPCs determine that they are unable to be of professional assistance to a client, the LPC shall not enter a counseling relationship. LPCs shall refer clients to appropriate sources when indicated. If the client declines the suggested referral, the LPC shall terminate the relationship.
(2) LPCs shall not abandon or neglect current clients in treatment without making reasonable arrangements for the continuation of such treatment.
(3) When an LPC becomes cognizant of a disability or other condition that may impede, undermine or otherwise interfere with the LPC's duty of responsibility to the current client, including a suspension of the LPC's license or any other situation or condition described in subchapter 3 of these rules, the LPC shall promptly notify the client in writing of the presence or existence of the disability or condition and take reasonable steps to timely terminate the therapeutic relationship.

§86:11-3-4. FEES AND BARTERING

(a) **Advance understanding.**
LPCs shall clearly explain to clients, prior to entering the counseling relationship, all financial arrangements related to professional services including the consequences for non-payment of fees.

(b) **Bartering.**
LPCs may participate in bartering for tangible goods only if the relationship is not exploitive, if the client requests it, if a clear written contract is established and if such arrangements are an accepted practice among professionals in the community.

(c) **Tangible goods.**
LPCs shall not barter for services rendered by the client. Only tangible goods, at fair market value, may be accepted by the counselor in lieu of money for counseling services.

§86:11-3-5. PROFESSIONAL STANDARDS

(a) **Violations of other laws.**
It shall be unprofessional conduct for an LPC to violate a state or federal statute if the violation directly relates to the duties and responsibilities of the counselor or if the violation involves moral turpitude.

(b) **Drug and alcohol use.**
LPCs shall not render professional services while under the influence of alcohol or other mind or mood altering drugs.

(c) **Sexual contact.**
(1) Current clients. LPCs shall not have any type of sexual contact with clients and shall not counsel persons with whom they have had a sexual relationship.
(2) Supervisees. LPCs shall not engage in sexual contact with supervisees and shall not supervise persons with whom they have had a sexual relationship within the previous five (5) years. LPCs shall not engage in sexual contact with supervisees they have supervised within the previous five (5) years.

(d) **Updating.**
LPCs shall notify the Department of any change in address, telephone number, and employment and shall make necessary adjustments on the Statement of Professional Disclosure, supplying an updated copy to the Department.

(e) **Candor to the Department.**
An LPC, LPC candidate, or applicant for LPC licensure, in connection with a license application or an investigation conducted by the Department pursuant to OAC 310:405-31-3, shall not:
(1) knowingly make a false statement of material fact;
(2) fail to disclose a fact necessary to correct a misapprehension known by the LPC, LPC candidate or applicant for licensure to have arisen in the application or the matter under investigation; or
(3) fail to respond to a demand for information made by the Department or any designated representative thereof, unless a request for a protective order has been first made pursuant to the provisions of Chapter 2 of this title, in which case the LPC, LPC candidate or applicant may await the decision concerning the issuance or denial of a protective order before making any response.

§86:11-3-7. RELATIONS WITH THE PUBLIC AND OTHER PROFESSIONS

(a) **Misrepresentation.**
LPCs shall not misrepresent nor allow the misrepresentation by others of the efficacy of the LPC's professional services.

(b) **Credentials claimed.**
LPCs shall claim or imply only the professional credentials possessed and shall be responsible for correcting any known misrepresentations of their credentials by others. Professional credentials include graduate degrees in counseling or closely related mental health fields, accreditation of graduate programs, national voluntary certifications, government-issued certifications or licenses, or any other credential that might indicate to the public the LPCs additional knowledge or expertise in counseling.

(c) **The use of doctoral degrees and the title "Doctor".**
An LPC may use the doctoral degree and the title "Doctor" in advertising, practice and status as a counselor, if the doctoral degree is in counseling or a closely related mental health field, and if the degree was granted by a regionally accredited college or university recognized by the United States Department of Education.
(1) Non-counseling doctorates. An LPC who holds a doctoral degree in a non-counseling related field shall not use the doctoral degree or the term "Dr." in advertising, practice or status as a counselor.
(2) Non-regionally accredited doctorates. An LPC who holds a doctoral degree from a college or university not regionally accredited and recognized by the United States Department of Education shall not use the doctoral degree or the title "doctor" in advertising, practice or status as a counselor, unless the following conditions are met:
(A) the degree was conferred or matriculation was begun before May 5, 1995; and
(B) the conferring institution was certified or accredited by the state wherein the institution is located.

(d) **Advertisement.**
When an LPC announces services or advertises, the LPC shall represent services to the public by identifying credentials in an accurate manner that is not false, misleading, deceptive, or fraudulent. An LPC may only advertise the highest degree earned in counseling or a closely related field from a regionally accredited college or university recognized by the U.S. Department of Education. All advertisements or announcements of counseling services including telephone directory listings by an LPC shall clearly state the counselor's licensure status by the use of a title such as "LPC", or "Licensed Professional Counselor" or a statement such as "licensed by the Oklahoma State Department of Health."

(e) **License.**
Each LPC shall display the original, current license in a prominent place in the primary location of practice.

(f) **Public statements.**
When an LPC provides advice or comment by means of public lectures, demonstrations, radio or television programs, prerecorded tapes, printed articles, mailed material, or other media, they shall take reasonable precautions to ensure that:
(1) The statements are based on appropriate professional literature and practice;
(2) The statements are otherwise consistent with the LPC Rules of Professional Conduct; and
(3) There is no implication that a professional counseling relationship has been established.

(g) **Rebates.**
An LPC shall not give or accept a commission, rebate, or other form of remuneration for referral of clients for professional services.

(h) **Accepting fees from agency clients.**
An LPC shall refuse a fee or other remuneration for rendering services to persons who are entitled to such services through the employer of the LPC.

(i) **Candidates for LPC licensure.**
Candidates for licensure as a Licensed Professional Counselor shall not refer to themselves as Licensed Professional Counselor or LPC.

§86:11-3-8. FAILURE TO COMPLY

An LPC who does not comply with subchapter 3 - Rules of Professional Conduct shall be subject to disciplinary action under subchapter 31.

CHAPTER 15. LICENSED MARITAL AND FAMILY THERAPISTS

§86:15-3-1. RESPONSIBILITY TO CLIENTS

(a) LMFTs are dedicated to advancing the welfare of families and individuals, including respecting the rights of those persons seeking their assistance, and making reasonable efforts to ensure that their services are used appropriately.

(b) LMFTs shall not, in the rendering of their professional services, participate in, condone, or promote discrimination based on age, culture, disability, ethnicity, race, religion/spirituality, gender, gender identity, sexual orientation, marital status/partnership, language preference, socioeconomic status, or any basis proscribed by law. LMFTs do not discriminate against clients, students, employees, supervisees, or research participants in a manner that has a negative impact on these persons.

(c) LMFTs are cognizant of their potentially influential position with respect to clients, and they shall not exploit the trust and dependency of such persons. LMFTs therefore shall avoid extra therapeutic relationships with clients that could impair their professional judgment or increase the risk of exploitation. When extra-therapeutic relationships cannot be avoided, LMFTs shall take appropriate professional precautions to insure that judgment is not impaired and that no exploitation occurs. Examples of such extra therapeutic relationships include, but are not limited to, business or close personal relationships with clients.

(d) LMFTs shall not undertake to provide therapy to any person with whom the LMFT has had any prior sexual conduct, as defined by the Board. LMFTs shall not undertake to provide therapy to any person with whom the LMFT has had familial, any prior social, financial, business, professional, close personal, or other non-therapeutic relationship with a client, or engage in any activity with another person that interferes or conflicts with the LMFTs professional obligation to a client within the previous five (5) years. Sexual intimacy with clients is prohibited.

(e) Sexual conduct with current or former clients is prohibited.

(f) LMFTs shall not use their professional relationship with clients to further their own interests.

(g) LMFTs respect the right of clients to make decisions and help them to understand the consequences of those decisions. LMFTs shall clearly advise a client that a decision on marital status is the responsibility of the client.

(h) LMFTs shall continue therapeutic relationships only so long as it is reasonably clear that clients are benefiting from the relationship.

(i) LMFTs shall assist persons in obtaining other therapeutic services if a marital and family therapist is unable or unwilling, for appropriate reasons, to see a person who has requested professional help.

(j) LMFTs shall not abandon or neglect clients in treatment without making reasonable arrangements for the continuation of such treatment by other appropriate professionals as necessary and indicated.

(k) When an LMFT becomes cognizant of a disability or other condition that may impede, undermine or otherwise interfere with the LMFTs duty of responsibility to the client, including a suspension of the LMFTs license or any other situation or condition described in subchapter 3 of these rules, the LMFT shall promptly notify the client in writing of the presence or existence of the disability or condition and take reasonable steps to timely terminate the therapeutic relationship consistent with the provisions of paragraphs (i) and (j) herein.

(l) LMFTs shall obtain informed consent of clients before taping, recording, or permitting third party observation of their activities.

§86:15-3-2. CONFIDENTIALITY

(a) LMFTs have unique confidentiality problems because the "client" in a therapeutic relationship may be more than one person. The overriding principle is that LMFTs respect the confidences of their client(s).

(b) LMFTs shall not disclose client records and confidences to anyone, except:
  (1) as mandated by law;
  (2) to prevent a clear and immediate danger to a person or persons;
  (3) where the LMFT is a defendant in a civil, criminal, or disciplinary action rising from the therapy (in which case client confidences may be disclosed only in the course of that action);
  (4) if there is a waiver previously obtained in writing, and then such information may be revealed only in accordance with the terms of the waiver.

(c) In circumstances where more than one person in a family is receiving therapy, each such family member who is legally competent to execute a waiver must agree to the waiver required by paragraph (b)(4) of this section. Absent such a waiver from each family member legally competent to execute a waiver, an LMFT shall not disclose information received from any family member.

(d) LMFTs shall use client and/or clinical materials in teaching, writing, and public presentations only if a written waiver has been received in accordance with subsection (c) of this section, or when appropriate steps have been taken to protect client identity.

(e) LMFTs shall store or dispose of client records in ways that maintain confidentiality.

(f) LMFTs shall maintain verifiable records necessary for rendering professional services to their clients for at least seven (7) years beyond termination of services. LMFTs employed at an institution or facility that has a published records retention policy that is equal to the retention required by this subsection will be deemed to be in compliance with this subsection.

(g) LMFTs shall maintain the confidentiality of any information received from any person or source about a client, unless authorized in writing by the client or otherwise authorized or required by law or court order.

(h) LMFTs shall be responsible for complying with the applicable state and federal regulations in regard to the security, safety and confidentiality of any therapeutic record they create, maintain, transfer, or destroy whether the record is written, taped, computerized, or stored in any other medium.

§86:15-3-3. PROFESSIONAL COMPETENCE AND INTEGRITY

(a) LMFTs are dedicated to maintaining high standards of professional competence and integrity.

(b) LMFTs are presumed to have violated high standards of integrity or competence and it shall be unprofessional conduct if they:
  (1) plead guilty to or no contest to or be convicted of a state or federal felony crime if the violation substantially relates to the practice of therapy and poses a reasonable threat to public safety.
  (2) have their licenses or certificates suspended or revoked; or(3) are no longer competent to practice marital and family therapy because they are impaired due to physical or mental causes or the abuse of alcohol or other substances.

(c) LMFTs shall seek appropriate professional assistance for their own personal problems or conflicts that are likely to impair their work performance and their clinical judgment.

(d) LMFTs, as teachers and supervisors, are dedicated to maintaining high standards of scholarship and presenting information that is accurate.

(e) LMFTs shall remain abreast of new developments in family therapy knowledge and practice through both educational activities and clinical experiences.

(f) LMFTs shall not engage in sexual or other harassment or exploitation of clients, students, trainees, supervisees, employees, colleagues, research subjects, or actual or potential witnesses or complainants in ethical proceedings.

(g) LMFTs shall not attempt to diagnose, treat, or advise on problems outside the recognized boundaries of their competence.

(h) LMFTs shall prevent the distortion or misuse of their clinical and research findings.

(i) LMFTs are aware that, because of their ability to influence and alter the lives of others, they must exercise special care when making public their professional recommendations and opinions through testimony or other public statements.

(j) LMFTs shall protect the welfare of the client by storing and/or destroying, when appropriate, client files.

(k) LMFTs shall not, under normal circumstances, offer professional services to clients concurrently receiving services from another professional except with the knowledge of the professional.

(l) LMFTs shall display their original, current license certificate in a prominent place in the primary location of their practice.

(m) LMFTs shall notify the Board of any change in their contact information, including but not limited to: mailing address, telephone number, place of employment, and name and email address, within fourteen (14) days of the change.

(n) LMFTs and LMFT Candidates may perform forensic services, which may include, but are not limited to, assessments, interviews, consultations, custody evaluations, reports, or expert testimony, or other such activity that is undertaken or conducted by the candidate or licensee in contemplation that the results may, or are intended to be, later furnished to a trier of fact or other decision maker, only under the following conditions:
  (1) LMFTs and LMFT Candidates must demonstrate competence by education or experience in the subject matter relevant to the issues in question, as determined by the court.
  (2) LMFTs and LMFT Candidates shall provide a written notice and make reasonable attempts to obtain a signature acknowledging receipt of such notice, from each person or persons who is the subject of the forensic services. This written notice shall include:
    (A) a description of what procedure will be followed in the evaluation process;
    (B) how such information, interpretations, conclusions, and recommendations will be distributed;
    (C) fee arrangements; and
    (D) explanation of the role of the evaluator if subsequently called upon to provide expert testimony before a trier of fact
  (3) LMFTs and LMFT Candidates shall maintain written records, in a form or format that is legible or readable to third persons, of all contacts and information received and used in the preparation of their report.
  (4) LMFTs and LMFT Candidates must conduct a thorough examination of the person who is the subject of their forensic analysis, and such other person or persons who has/have a legally recognizable right in the subject matter of the proceeding.
  (5) LMFTs and LMFT Candidates must base their findings and conclusions only upon information gained by appropriate and lawful means. Interviews of minor children shall be preceded by written consent from the joint-custodial parents or from the custodial parent or from the legal guardian or from the legal custodian appointed by the Court.
  (6) LMFTs and LMFT Candidates who provide therapy services for a client shall only provide fact witness testimony, which may include diagnostic impressions, treatment plans and other factual clinical information ordinarily included in a treatment file. Fact witness testimony by LMFTs and LMFT Candidates shall not include opinions or recommendations pertaining to matter subject to a decision by the Court, in forensic matters involving that client, unless otherwise required by law or court order. LMFTs and LMFT Candidates who provide mediation, parent coordinating assistance or any other neutral participation, may not undertake to provide therapy concurrently or subsequently to any person(s) involved or directly affected by the LMFT's or LMFT Candidate's role as a neutral participant. Fact witness testimony means evidentiary statements that are limited to direct observations by the LMFT or LMFT Candidate and shall not include conclusions, opinions or recommendations.
  (7) Assessments, interviews, consultations, custody evaluations, reports or other activity not performed in contemplation that the results would be furnished to a trier of fact or decision maker, must be kept confidential and cannot be utilized in the formation or publication of an opinion by the candidate or licensee.

(o) An LMFT, LMFT candidate, or applicant for LMFT licensure, in connection with a license application or an investigation conducted by the Board pursuant to OAC 86:15-15-1 through 15, shall not:
  (1) knowingly make a false statement of material fact; LMFT, LMFT candidate or applicant for licensure to have arisen in the application or the matter under investigation; or
  (2) fail to disclose a fact necessary to correct a misapprehension known by the LMFT, LMFT candidate or applicant for licensure to have arisen in the application or the matter under investigation; or
  (3) fail to respond to a demand for information made by the Board or any designated representative thereof.

(p) No person may engage in the private or independent practice of marital and family therapy work or open a facility with the intent of providing private or independent therapy practice unless that person:
  (1) is licensed under this Act as a Licensed Marital and Family Therapist; and,
  (2) has met all requirements of OAC 86:15-9-4 and all of the LMFT Regulations; and(3) has continued to meet all continuing education requirements set forth in Subchapter 13 of this Chapter.

§86:15-3-4. RESPONSIBILITY TO STUDENTS, EMPLOYEES, AND SUPERVISEES

(a) LMFTs shall not exploit the trust and dependency of students, employees and supervisees.
(b) LMFTs are cognizant of their potentially influential position with respect to students, employees, and supervisees, and shall not exploit the trust and dependency of such persons. LMFTs, therefore, shall avoid extra therapeutic relationships that impair their professional judgment or increase the risk of exploitation. Examples of such extra therapeutic relationships include, but are not limited to, provision of therapy to students, employees, or supervisees, and business or close personal relationships with students, employees, or supervisees. Sexual intimacy with students or supervisees is prohibited.
(c) LMFTs shall not permit students, employees, or supervisees to perform or to hold themselves out as competent to perform professional services beyond their training, level of experience, and competence.
(d) LMFTs shall not disclose supervisee confidences to anyone, except:
  (1) as mandated by law;
  (2) to prevent a clear and immediate danger to a person or persons;
  (3) where the marital and family therapist is a defendant in a civil, criminal, or disciplinary action arising from the supervision (in which case client confidences may be disclosed only in the course of that action);
  (4) if there is a waiver previously obtained in writing, and then such information may be revealed only in accordance with the terms of the waiver.

§86:15-3-5. RESPONSIBILITY TO RESEARCH PARTICIPANTS

(a) LMFTs shall respect the dignity and protect the welfare of persons who participate in research and are cognizant of federal and state laws and regulations and professional standards governing the conduct of research with human participants.
(b) In planning a study, the LMFT has the responsibility to make a careful examination of its ethical acceptability. To the extent that services to research participants may be compromised by participation in research, the LMFT incurs a correspondingly serious obligation to seek the ethical advice of others not directly involved in the investigation and to observe safeguards to protect the rights of research participants. Examples of compromising conditions include, but are not limited to, random assignment to control groups, waiting lists, and inflexible treatment protocols.
(c) In requesting involvement in research, LMFTs are obligated to fully inform potential participants of all aspects of the research that might reasonably be expected to influence willingness to participate and to explain all other aspects of the research about which participants inquire. LMFTs are especially sensitive to the possibility of diminished consent when participants are also receiving clinical services or when participants are children or have impairments which limit understanding and/or communication.
(d) The LMFT respects the individual's freedom to decline to participate in or to withdraw from the research at any time. This obligation requires special thought and consideration when the LMFT or other members of the research team are in positions of authority or influence over the participant.
(e) Information obtained about a research participant during the course of an investigation is confidential unless otherwise agreed upon in advance. When the possibility exists that others, including family member, may obtain access to such information, this possibility, together with the plan for protecting confidentiality, is explained as part of the procedure for obtaining informed consent.

§86:15-3-6. RESPONSIBILITY TO COLLEAGUES

(a) Marital and family therapists shall respect the rights and responsibilities of professional colleagues.
(b) LMFTs shall assign publication credit to those who have contributed to a publication in proportion to their contributions and in accordance with customary professional publication practices.
(c) LMFTs who author books or other materials that are published or distributed shall cite appropriately persons to whom credit for original ideas is due.
(d) LMFTs who author books or other materials published or distributed by an organization shall take reasonable precautions to ensure that the organization promotes and advertises the materials accurately and factually.

§86:15-3-7. FINANCIAL ARRANGEMENTS

(a) LMFTs shall clearly explain to clients, prior to entering the therapy relationship, all financial arrangements related to professional services including the consequences for non-payment of fees.
(b) LMFTs shall not offer or accept payment for referrals.
(c) LMFTs shall not charge excessive fees for services.
(d) LMFTs shall represent facts truthfully to clients and third party payor regarding services rendered.

§86:15-3-8. ADVERTISING

(a) LMFTs shall accurately represent their competence, education, training, and experience relevant to their practice of marriage and family therapy.
(b) LMFTs shall not use a name which could mislead the public concerning the identity, responsibility, source, and status of those practicing under that name and shall not hold themselves out as being partners or associates of a firm if they are not.

(c) LMFTs shall not use any professional identification (such as a professional card, office sign, letterhead, or telephone or association directory listing) if it includes a statement or claim that is false, fraudulent, misleading or deceptive. A statement is false, fraudulent, misleading, or deceptive if it:
  (1) contains a material misrepresentation of fact;
  (2) fails to state any material fact necessary to make the statement, in light of all circumstances, not misleading;
  (3) is intended to or is likely to create an unjustified expectation.

(d) LMFTs shall correct false, misleading, or inaccurate information and representations made by others concerning the marriage and family therapist's qualifications, services or products.

(e) LMFTs shall make certain that the qualifications of persons in their employ are represented in a manner that is not false, misleading or deceptive.

§86:15-3-8.1. CANDIDATE FOR LMFT LICENSURE

Candidates for licensure as a Licensed Marital and Family Therapist shall not refer to themselves as a Licensed Marital and Family Therapist or LMFT.

§86:15-3-9. FAILURE TO COMPLY

An LMFT who does not comply with the Rules of Professional Conduct in this Subchapter shall be guilty of unprofessional conduct.