

RUBY HILL COUNSELING CENTER (RHCC) COUNSELING AGREEMENT MFT REGISTERED INTERNS

Dear client,

As we begin working together, it is important that you understand certain matters of RHCC policy. Please read these sections carefully, the information will be beneficial to each of us. Feel free to question or comment on any matter that is unclear to you. After you and I have reviewed this agreement, we will each sign it. I will keep a copy for your file and give you a copy.

MY QUALIFICATIONS

CONFIDENTIALITY

TRAINING AND SUPERVISION OF RUBY HILL COUNSELING CENTER INTERNS: All Interns are under the direct daily supervision of RHCC Supervisors, including but not limited to Leslie Baker, MA, MFT and Lorena Duncan, MA, MFT, and will discuss your treatment plan and progress with the supervisors on a regular basis. In addition, each Intern participates in group supervision and/or individual supervision with RHCC Clinical Supervisors for the purpose of case review in order to share information for training, case consultation, and to provide you with the best clinical care possible.

CONFIDENTIALITY OF E-MAIL, TEXTS AND FAXES: It is very important to be aware that written communications such as e-mail, texts, and fax can be relatively easy to access by unauthorized people and thus, compromise your confidentiality. RHCC policy is to reduce this risk by only communicating with clients by phone (cell or land line) regarding clinical issues.

ADULTS: Everything that we talk about in our sessions will be confidential and privileged. No one will know the content of our counseling sessions or other related discussions unless you tell them, or give me specific permission to discuss particular details to another person or support persons. (*Please see Exceptions to Confidentiality*)

CHILDREN AND TEENAGERS: My first responsibility to you is to honor our confidential relationship; we need to trust each other. Therefore, specific information will not be shared with your parents or others, unless you give permission to do so. I may, however, share generalities with your parents, and may offer helpful guidance to your parents or other support persons. (*Please see Exceptions to Confidentiality*)

EXCEPTIONS TO CONFIDENTIALITY: State law and professional ethics require therapists to maintain confidentiality except for the following situations in order to protect you and your well-being.

Intern Client Agreement/11/2013

- 1. If there is suspected child abuse (physical, sexual, emotional and neglect), elder abuse, or dependent adult abuse.
- 2. "Tarasoff" situations in which serious threat to a reasonably well identified victim is communicated to the therapist.
- 3. When threat to injure or kill oneself is communicated to the therapist.
- 4. If you are required to sign a release of confidential information by your medical insurance.
- 5. If you are required to sign a release for psychotherapy records if you are involved in litigation or other matters with private or public agencies. Think carefully and consult with an attorney before you sign away your rights. We can discuss some foreseeable possibilities together.
- 6. Clients being seen in couple, family, and group work are obligated legally to respect the confidentiality of others. The therapist will exercise discretion (but cannot promise absolute confidentiality) when disclosing private information to other participants in your treatment process. Secrets cannot be kept by the therapist form others involved in your treatment process.
- 7. As an intern, I am required to practice under the supervision of a licensed therapist. All case details are reviewed by my supervisor.
- 8. I may at times speak with professional colleagues about our work without asking permission, but your identity will be disguised.
- 9. Clients under 18 do not have full confidentiality from their parents.
- 10. It is also important to be aware of other potential limits to confidentiality that include the following:
 - a. All records as well as notes on sessions and phone calls can be subject to court subpoena under certain extreme circumstances.
 - b. Cell phones, portable phones, faxes, are used on some occasions.
 - c. All electronic communication compromises your confidentiality.

Special note on confidentiality with children and adolescents: Psychotherapy with people of any age relies on the client's confidence that what is shared with the therapist is private and confidential. While parents and guardians have the right to know general information about how the therapy with their child is progressing, in signing this RHCC Client Agreement Form **you waive the right to know the private details of the child's therapy or to have access to the confidential therapy records of the child.** A general summary can be provided at any time upon request.

TREATMENT MODALITIES: At RHCC we may utilize talk and play therapy techniques that may also include art, sand tray, play dough, games and the use of computer and/or computer game or website modalities. We may access Face book, YouTube and other computer sites that provide informational and educational materials for children and teens. The purpose of the computer use is limited for listening, exploring a sites resources but at no time will any messages, texts or posts be sent from the sessions. **Please notify me if you do not wish for your child or teen to utilize the computer as a treatment modality.**

CONFIDENTIALITY IN COUPLE AND FAMILY THERAPY: If you participate in marital or family therapy, I will not disclose confidential information about your treatment unless all person(s) who participated in treatment with you provide their written authorization to release.

SECRETS POLICY FOR COUPLE AND FAMILY THERAPY: It is important that you understand that I utilize a "NO SECRETS POLICY" when conducting family or marital/couples therapy. This means that if you participate in family and/or marital-couples therapy and communicate a secret you are carrying, I am permitted to use this information obtained in an individual session, phone and/or written communication. To hold this secret would be unethical for me due to its detrimental impact on our clinical work we do together. Please feel free to ask me about my "no secrets policy" and how it might apply to you.

TELEPHONE SERVICE

To reach your counselor, you can leave messages on the RHCC 24-hour Voice Mail service, (925) 426-1575. I pick up my messages at least once a day <u>except on weekends</u>. I make every effort to return calls promptly. However, errors may occur. If you have not received a call back within 24 hours, please call again. If your call is urgent, please state so at the beginning of your message and follow the guidelines for cases of urgent need below.

When you call the RHCC telephone number you will automatically be connected to our Voice Mail system. Please use this service to cancel or change appointments, leave messages, or arrange for additional unscheduled appointments or telephone counseling.

I may also use an additional business line where you may contact me:_____

APPOINTMENTS, FEES AND PAYMENT

Session appointments may be scheduled once a week, every other week, or as needed. Sessions last 45-50 minutes. Fees will be charged for the full 45-50 minutes, even if you are late. Appointments are often scheduled back-toback and there will usually not be an opportunity to make up lost time. Should you be late, and I have enough extra time to provide you with a full appointment, there will be an additional charge for that extra time. Occasionally, I may be late or run over from a previous session. Should that happen, you will have your full session unless other arrangements are made. If I am unable to make that time up, your session will be prorated accordingly. If I engage in phone contact with you or third parties at your request and authorization for longer than ten minutes, you are responsible for payment of the agreed upon fee (on a pro-rata-basis). **You are expected to pay for services at the time the services are rendered.** In the event that your payment for services is past due over thirty (30) days, I may choose to take appropriate legal action to collect such payment and/or terminate therapy with you and provide you with other options that may be available to you. I reserve the right to periodically adjust the fee and you will be notified of any fee adjustment in advance.

Checks should be payable to RHCC or Ruby Hill CC. Our agreed upon fee is: ____

Clients will be assessed a fee of \$30 for any returned checks. Subsequent payments will need to be made in cash or money orders.

Note on Insurance Reimbursement: Marriage and Family Registered Interns are not approved insurance providers and therefore their bills cannot be submitted to your insurance company for reimbursement.

APPOINTMENT CANCELLATION OR "NO SHOWS"

If you wish to **cancel or change an appointment**, you will need to make these arrangements **48 hours** before your scheduled appointment; otherwise, you will be charged. **If you are canceling or changing an appointment, call the 24-hour RHCC Voice Mail (925) 426-1575.** Please leave your name, telephone number, message, and to whom you want the message given. The Voice Mail records the time of your call. **If I use an additional business line you may also call me there.** When we have a scheduled appointment for which you do not show, I reserve the right to charge you for the appointment. If you arrive late to your scheduled appointment, I may not be able to meet with you and you will be charged for the appointment.

CLEAN AND SOBER POLICY

I ask that you come to your sessions at least 24 hours clean and sober. This is to insure that the best work can be accomplished with a clear mind. If you come to a session under the influence, I reserve the right to end the session and charge for that appointment. I may also call your emergency contact to insure your safe exit from RHCC.

Intern Client Agreement/11/2013

CASES OF URGENT NEED AND EMERGENCIES

In the event that you feel unsafe or require immediate medical or psychiatric assistance, telephone 911 immediately, go to the closest hospital emergency room and/or call the 24-Hour-Crisis Line at 1-800-309-2131.

Ruby Hill Counseling Center (RHCC) does not provide around-the-clock 24-hour crisis/emergency service, and **I am not** available to be reached 24-hours-a-day, 7-days-a-week. However, during times of urgent need, your contact with me by telephone is very important, and I encourage you to make phone contact with me. **Please do so by leaving a voice message on the RHCC Voice Mail service and any other contact number I have arranged with you**. When calling RHCC Voice Mail, your message should state that **your call is urgent** and include your name, your counselor's name, the address of your location, and the phone number where you can be reached. If I don't receive your message myself, those counselors responding to the Voice Mail messages will make every effort to reach me. I will return your call as soon as possible. If I cannot be reached, the following qualified counselor may be available to assist you until I return:

Name: _____ Telephone: _____

If you need to call this counselor, tell him or her your name, my name, that you are my client, and that your call is urgent. This is my stand-by helper. In particular, when I am on vacation, he or she is aware that my clients may call during my absence. I have made every effort to provide you with safe, secure support while I am away. I urge you to reach for help if you need it. Should you utilize this, I assume I have a release of confidentiality to correspond with this counselor.

Again, in the event that you feel unsafe or require immediate medical or psychiatric assistance, call 911, go to the closest hospital emergency room and/or call the 24-Hour-Crisis Line at 1-800-309-2131.

CHILDREN AND YOUR COUNSELING SESSION

Your counseling session is your own special time – a period when you can concentrate on personal issues without interruption. Because RHCC does not have child-care services, we request that children (of all ages) not accompany you to counseling unless they are specifically included in your scheduled sessions. This will be helpful to you during your sessions, will help RHCC avoid problems related to inappropriate facility use, and will insure that your child will remain safe. Should you arrive for your appointment without childcare, I reserve the right to charge you for your appointment unless my schedule permits us to reschedule for the same week.

CLIENT LITIGATION AND/OR EVALUATION NEEDS

Ruby Hill Counseling Center is a training agency for Interns who are gathering hours towards licensure. Since Interns provide clinical work during their internship under RHCC MFT supervisor licenses, RHCC policy does not allow Interns to voluntarily participate in any litigation (such as, but not limited to divorce, custody disputes, injuries, lawsuits, etc.) between you and another individual or entities. **The only details an RHCC Intern will communicate for court-ordered therapy are dates of services.** Interns do not communicate with client's attorney(s) and will not write or sign letters, reports, declarations, or affidavits to be used in client(s) legal matter. Interns do not provide records or testimony unless compelled by a court judge to do so. Should an Intern be subpoenaed or ordered by a court of law to appear as a witness in an action involving a client(s), client(s) agree to reimburse RHCC for any Intern time spent in preparation, travel or other time which Intern is made available for such an appearance at a rate of double the therapy fee. In addition, Interns do not provide psychological evaluations (such as, but not limited to SSI disability, gender reassignment, gastric bypass, etc.) Should you have a need for these services; RHCC will provide names of licensed clinicians in the community who can better meet your legal and/or evaluation needs.

Intern Client Agreement/11/2013

YOUR PERSONAL FILE

To make our work together more efficient, I keep a file containing notes on each session. The notes include reminders, comments on progress, artwork, photographs of sand trays, and other helpful information. Such records are the sole property of Ruby Hill Counseling Center. I will not alter my normal record keeping process at the request of any client(s). Should you request a copy of the record, you must do so in writing. Ruby Hill Counseling Center reserves the right, under California law, to provide you with a treatment summary in lieu of actual records. Ruby Hill Counseling Center also reserves the right to refuse to provide a copy of the record under certain circumstances but, as requested, provide the record to another treating health care provider. Ruby Hill Counseling Center maintains Adult(s) records for 10 years following the termination of therapy after which the record will be destroyed in a manner that preserves confidentiality. Children and Adolescent records will be maintained for 3 years after the date they turn 18 years of age after which the record will be destroyed in a manner that preserves confidentiality.

STATEMENT OF INTENT

It is my intent that I facilitate the growth and development of you and your family (if any) to the very best of my ability. Further, I want you to feel completely satisfied with the services that I offer. If, at any time, you feel that I am not fulfilling this intent in some way...please contact me and we can discuss your concerns. Therapy is a joint effort between therapist and client(s) where we work together to resolve the issues that brought you to therapy in the first place. Participation in therapy can result in a number of benefits, but it can also result in changes that were not originally intended. There is no guarantee that therapy will yield positive or intended results. Please be aware that any decision to change the status of any personal relationships is your responsibility. Therapy can involve discomfort and difficult emotions. There may be times where I challenge your perceptions and assumptions, and offer an alternative perspective. You may find that you feel worse before you feel better. I encourage you to address any concerns you have regarding your progress in therapy.

TERMINATION OF THERAPY

During the first one to four sessions of therapy, I will assess your status, diagnosis, needs and goals and define initial treatment recommendations. Occasionally, I feel that I am not the "best fit" for a client's needs and will refer the client to other qualified clinicians. I reserve the right to terminate therapy at my discretion. In such a case, I will give you a number of referrals you can contact. Some reasons where I might terminate therapy could include, but are not limited to, your failure to provide paperwork Ruby Hill Counseling Center deems as absolutely necessary by the second session of therapy, your failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, your needs are outside of my scope of competence or practice or you are not making adequate progress in therapy. Should any of the above occur, I will give you a number of referrals that will be appropriate for you. You have the right to terminate therapy at any time. However, I will recommend that you participate in at least one termination session in order to review progress and to cover recommendations for other therapists who might assist you.

CLIENT AND COUNSELOR SIGNATURES – PLEASE SIGN BELOW

By signing this below, client(s) acknowledge that you have reviewed and fully understand the terms and conditions of this Agreement. Client(s) has discussed terms and conditions with Intern therapist, and has had any questions with regards to its terms and conditions answered to client(s) satisfaction. Client(s) agree to abide by the terms and conditions of this Agreement. Client(s) also agree to hold Intern therapist free and harmless from any claims, demands, suits for damages from injury or complications whatsoever, save negligence, that may result from such treatment.

| Client Signature | Dated |
|------------------|-------|
| Client Signature | Dated |
| Client Signature | Dated |
| MFT Intern | Dated |

For the adult(s) who have the legal authority under the law to consent for the minor-aged person to receive counseling services from Ruby Hill Counseling Center:

| As the parent(s) or guardian(s) of | , I the undersigned give my consent to |
|------------------------------------|--|
| | , to provide counseling treatment to |
| | By signing below, I acknowledge the necessity of |
| | |

confidentiality between my minor and his/her therapist which best supports the creation of an effective counseling relationship. I, therefore, waive my right to know the private details of my minor's therapy or to have access to the confidential records of the minor with the possible exception of a summary as noted in this Agreement.

Parent/Guardian Signature

Parent/Guardian Signature

Date

Date