

Sanctuary by the Sea Counseling Services (SSCS)

Counseling Relationship Rights/ Consent To Counseling

Our Rights and Responsibilities in the Counseling Relationship / Consent to Treatment Contract (HIPAA Statement)

My Responsibilities to You as Your Therapist

I. Confidentiality

With four specific, rare exceptions described below, you have the right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me, without your prior written permission. I will always protect your privacy even if you do release me in writing to share information about you. You may direct me to share specific information with whomever you choose, and you can change your mind and revoke that permission at any time. You may request anyone you wish to attend a therapy session with you (though I prefer that we discuss this in advance).

The following are four exceptions to your right to confidentiality:

1. If I have good reason to believe that you will harm another person, I must attempt to inform the person and the proper authorities and warn them of your intentions. The Supreme Court of California has ruled that mental health professionals have a duty to protect individuals who are being threatened with bodily harm by a patient or client.
2. If I have good reason to believe that you are abusing or neglecting a child or a dependent adult, or if you tell me about someone who is doing this, I must inform Child or Adult Protective Services within 24 hours.
3. If I believe that you are in imminent danger of harming yourself, I am obligated to assess the imminent danger of your current circumstance and expression and if an identifiable risk of harm is determined I will need to take sufficient precautions to prevent an action of suicide. I must take a suicide threat seriously and intervene in a professional manner.
4. If you are filing a complaint or are a plaintiff in a lawsuit where you bring up the question of your mental health, you will have already automatically waived your right to the confidentiality of these records in the context of the complaint or lawsuit. In spite of that, I will not release information without your signed consent or a court order. We can also discuss obtaining a protective order to help maintain confidentiality of your records. Please let me know if you are in this kind of situation so that I can take the utmost care possible to protect your privacy in my records.

A word about participating in online therapy: I will communicate you from a private office during our session; I trust that you will choose a private and quiet place, free of contact with other persons during the session, however this is at your choice. By signing the consent form you acknowledge that no form of electronic communication (cell phone, email, texting, Skype or other video-conferencing programs or other applications) is 100% secure.

II. Record-keeping

I will keep very brief records, noting only that you have been here, a summary of what we did in the session, and a few words describing the topics we have discussed; these records help me track the things we have discussed over long periods of time. You have the right to request that I make certain items from your file available to any other health care provider. I maintain your records in a secure location though an electronic health record.

Crystal Duncan, LCSW CA61763: _____ Date: _____

Sanctuary By The Sea Counseling Services, 609 S. Vulcan Ave., Suite 201, Encinitas, CA 92024
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Your Responsibilities as a Client

I. **Time:** You are responsible for attending your session on time and at the time. If you miss a session without canceling, or cancel with less than twenty-four (24) hours' notice, you will forfeit your payment.

II. **Billing and Payment:**

A. **Payment:** You are responsible for paying for your session at the time of scheduling. My standard fee for a session is \$130.00 per 60 minute session, Sliding scale fee and \$180.00 per 90 minute face to face session. Fees can be paid prior to service via PayPal at crystalduncan@hushmail.com.

B. **Fee:** If you are having a hard time paying for therapy, please discuss it with me. We may meet less frequently, with homework for you between sessions, to continue your evolution. I cannot accept barter for therapy according to law and social work ethics. I am not willing to have clients run a 'tab' with me; that sends a message to you that I think you cannot handle your life, and it interferes with my supporting my own life. If you are having difficulty with my full fee we may discuss a temporary reduction of the fee. We will agree and formalize this arrangement. Once you make an appointment, my time is reserved for you. If you are unable to make timely payment, we will need to re-schedule your appointment or discuss alternatives for your therapy.

III. **Complaints and Concerns:** If you're unhappy with what's happening in therapy, I hope you'll talk about it with me so that I can respond to your concerns; most of the time, such problems are about needing to improve communication, so our talking it through will be its own solution! I will take such criticism seriously and respectfully, as an opportunity to learn and grow.

You are also free to discuss your concerns about therapy with anyone you wish, and do not have any responsibility to maintain confidentiality about what I do, since you are the person who has the right to decide what you want kept confidential. You have the right to decide when therapy will end, with two exceptions: If I am not, in my judgment, able to help you, either because of the kind of problem you have or because my training and skills are not sufficient, my ethics require that I inform you of this fact and refer you to another therapist who can meet your needs. I would continue to meet with you until you had established a relationship with a new therapist, and would assist you in finding this person. If you do violence to or harass me I reserve the right to terminate our professional relationship unilaterally and immediately. I will do all that I can to work with you to prevent such an episode from occurring if it appears possible.

If you feel that I am in need of education about a topic of concern to you, please let me know; I am always open to your suggestions and concerns. In the same way that I will recommend resources to you, you can do so for me; bring me books, recommend movies, etc. I will appreciate our collaboration!

As a Licensed Clinical Social Worker authorized by the state of California, I am governed by the Board of Behavioral Sciences. They can be contacted here: <http://www.bbs.ca.gov/>

Other Concerns:

You have the right to ask questions about anything that happens in therapy. I consider this a collaborative process, so I usually request that you be an active part in each step we take together. Further, I'm always willing to discuss how and why I've decided to do what I'm doing, and to look at alternatives that might work better. You can feel free to ask me to try something that you think will be helpful. You can ask me about my training for working with your concerns, and can at any time request that I refer you to someone else if you decide I'm not the right therapist for you; sometimes training is the concern, and sometimes our styles might not fit well together. You are free to leave therapy at any time.

I may be away from the practice at times for professional meetings and vacations. I will tell you in advance of any planned absences.

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If at any time, you feel you *are* in an emergency situation, it is your responsibility to obtain emergency services in your local area. An emergency situation would include times when you have thoughts of harming yourself, especially if you have formulated a plan of self-harm.

Due to the nature of online work, I will require you to share an emergency contact and information about your local emergency services. I cannot guarantee immediate return phone calls and urge you to take advantage of alternative sources of support in your local area.

Client Consent to Counseling

I have read the itemized statement and have been given access to its accompanying longer version, containing my HIPAA rights and responsibilities, have asked any questions that I have about it this consent, and understand it. I agree to pay the stated fee per session, payable in advance. I understand my rights and responsibilities as a client, and my therapist's responsibilities to me. I agree to undertake counseling with Crystal Duncan, Licensed Clinical Social Worker. I further understand that I can refuse any treatment requests or suggestions made by Crystal Duncan. By signing this contract, I acknowledge receipt of a copy of the signed agreement.

I am at or over the age of eighteen and freely agree to engage in psychotherapy with Crystal Duncan, LCSW:

Please sign below:

Client: _____ Date: _____