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## COUNSELING AGREEMENT

In order to be fully informed about the counseling you will be receiving, please read through the following Counseling Agreement. Your consent to the Counseling Agreement will be required at the first session.

### Description of Counseling

Redeemer Counseling Services' (RCS) approach to counseling is wholistic in that we engage both the study of theology and psychology. Although our counselors are guided by a Christian worldview, your counselor will be sensitive to your religious/cultural differences and perspectives. Please refer to our website for more details on our approach. Based on your counseling needs, you may be advised to take appropriate tests/inventories or seek medical treatment to facilitate the counseling process. RCS adheres to the Code of Ethics prescribed by the American Christian Counseling Association. To view our code of ethics, go to [www.aacc.net](http://www.aacc.net).

### Referral Policy/Disclaimer

Clients will be referred outside of RCS when treatment required is beyond the scope of care available at RCS. Though Redeemer Counseling Services strives to be responsible and professional in the referral procedure, it is your full right and responsibility to select the professional of your choice. Furthermore, Redeemer is not liable for any services provided or not provided by the referred professional.

### Counseling Fees

The fee for a 50-minute session is \$200.00. A sliding scale fee structure is available for those with a qualifying income level. Use of the sliding scale must be accompanied with verification of income, such as the most recent tax return. Income changes will result in an adjustment of the fee. Sliding scale fees are subject to change. Payment is due at the beginning or the end of each session and accounts must be kept current in order to continue counseling at RCS. Cash or checks are accepted forms of payment (checks made payable to "Redeemer Presbyterian Church.") \*\*\* **Please note that we are unable to accept insurance.** \*\*\*

### Counseling Staff

RCS employs a diversity of professionals including Marriage & Family Therapists, Mental Health Counselors, Psychologists, Social Workers and Pastoral Counselors. All of our counselors are registered as providers of professional care at RCS, and RCS has a National Provider Identification number. Professionals who are eligible for licensure in NY state are currently licensed or in process. New York State does not license Pastoral Counselors.

### Confidentiality

To release information without your consent would violate commonly accepted codes of counseling ethics. There are situations, however, in which we are required by law to reveal information without your consent. Please see the "**Notice of Policies and Practices to Protect the Privacy of Your Health Information**" given to you at your initial session for details. All counselors at Redeemer Counseling Services participate in regular peer supervision. During this supervision your personal identity will be concealed. The purpose of supervision is to ensure quality of care received at Redeemer Counseling Services.

**Electronic Mail:** Please be informed that electronic mail is not a guaranteed safe means to transmit confidential information. Due to the security risks and lack of immediacy, it is recommended that you do not communicate sensitive content via email and limit email contact.

**Electronic Health Record:** RCS uses a data management system that complies with the security standards of the Health Insurance Portability and Accountability Act (HIPAA). The data management system organizes all family members into one case file. Counselors will be aware of all types of counseling and the names of family members.

### Rights as a Client

1. You are entitled to information about any procedures, methods of counseling, techniques and possible duration of therapy.
2. You have the right to end therapy at any time without any moral, legal or financial obligations other than those already accrued.
3. You have the right to expect confidentiality within the limits described in the Notice of Policies and Practices to Protect the Privacy of Your Health Information.
4. You have the right to request in writing the release of your records to any person or agency.
5. You have the right to authorize your counselor to consult with another professional about your therapy in writing.
6. You have the right to file a grievance in writing with the Director of RCS if you have concerns that your rights as a client have been violated.

### Mediation & Arbitration

All disputes arising out of or in relation to this agreement to provide services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of the therapist and client. The cost of such mediation, if any, shall be split equally.

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**Cancellation Policy**

Redeemer Counseling Services requests that you notify your Counselor at least **48 hours** before your scheduled appointment time if you need to cancel a session. Failure to do so will result in charges for the missed appointment. This charge should be paid before or at the time of your next appointment to continue in the counseling relationship. Exceptions are for sudden illnesses and emergencies only.

**Contacting Your Counselor**

For scheduling and canceling your appointments, you must contact your therapist directly by dialing their phone number or sending an email. Phone numbers and email address for all therapists can be found at [redeemer.com/rcsstaff](http://redeemer.com/rcsstaff). For general information, please contact the RCS main number during regular offices hours of 9:00 AM-5:00 PM at (212) 370-0475 x0. For emergencies after hours, please contact 911, your local emergency room, or 1-800-LIFENET.

**Special Considerations for Couples and Family Therapy Clients**

When treating a couple or a family, the counselor considers that the couple or family (the treatment unit) to be the patient. If there is a request for the treatment records, the counselor and administrative staff will seek the authorization of all members of the treatment unit before releasing information to the requester.

If you, the client, feel it necessary to talk about matters that you want to be shared with absolutely no one, you may want to consult with an individual therapist who can treat you individually.

**No Secrets Policy:** The counselor may work with a smaller part of the treatment unit for one or more sessions. These sessions should be seen as a part of the work that the counselor is doing with the family or the couple, unless otherwise indicated. For the treatment of the unit as a whole, the counselor may need to share information learned in an individual session with the entire treatment unit for the effective treatment of the entire unit. The counselor will use his/her best judgment as to whether, when and to what extent the counselor will make disclosures to the treatment unit, and will also if appropriate, first give the individual or the smaller part of the treatment unit being seen the opportunity to make the disclosure. This No Secrets Policy is intended to allow the counselor to continue to treat the couple or family by preventing, to the extent possible, a conflict of interest to arise where an individual's interests may not be consistent with the interests of the unit being treated. If the counselor is not free to exercise his/her clinical judgment regarding the need to bring this information to the family or the couple during their therapy, the counselor may need to terminate treatment of the couple or the family. This policy is intended to prevent the need for such a termination.

We, the members of the couple and/or family or other unit being seen, acknowledge by our individual signatures below, that each of us has read this policy, that we understand it, that we have had an opportunity to discuss its contents with our counselor, and that we enter couple/family therapy in agreement with this policy.

**Voluntary Bed Bug Disclosure**

Due to the resurgence of bed bug infestations in the United States and specifically New York City, we are asking that all clients voluntarily disclose to us if they are experiencing bed bug activity ("activity").

Since bed bugs are skilled at hiding and typically come out at night, bed bug activity ("activity") shall be defined as any of the following:

- Actual sightings of bed bugs at home, on your person, or in personal belongings
- Having signs or physical symptoms as a result of bed bugs, such as bites
- Any knowledge of bed bug activity within your household
- Undergoing active treatments to remove bed bugs from your home or apartment (preventative treatments do not count as "activity")

The best strategies to keep bed bugs from spreading are prevention, early detection and rapid/thorough treatment. If you need any further help on how to control or detect bed bugs, please visit <http://nyc.gov/health/bedbugs> for more information. Redeemer Counseling Services also keeps information packets on hand at the office.

**Effective Date, Restrictions and Changes to Counseling Agreement**

This notice is in effect as of May 1, 2016.

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## Notice of Policies and Practices to Protect the Privacy of Your Health Information

This Notice describes how psychological and medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully. Your consent to this Notice will be required at the first session.

### I. Uses and Disclosures for Treatment and Health Care Operations

I may use or disclose your Protected Health Information (PHI) for treatment purposes with your consent. To help clarify these terms, here are some definitions:

- “PHI” refers to information in your health record that could identify you.
- “Treatment” is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider.
- “Use” applies only to activities within my office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- Disclosure applies to activities outside of my office, such as releasing, transferring, or providing access to information about you to other parties.

### II. Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purpose outside of treatment when your appropriate authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your psychotherapy notes. Psychotherapy notes are notes I have made about our conversation during a private, group, joint or family counseling session. These notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that I have relied on that authorization.

### III. Uses and disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

**Child Abuse:** If I have reasonable cause, on the basis of my professional judgment, to suspect abuse of children with whom I come into contact in my professional capacity, I am required by law to report this to the Administration for Children’s Services.

**Adult and Domestic Abuse:** If I have reasonable cause to believe that an older adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), I may report such to the local agency which provides protective services.

**Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made about the professional services I provided you or the records thereof, such information is privileged under state law, and I will not release the information without your written consent, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

**Serious threat to Health or Safety:** If you express a serious threat, or intent to kill or seriously injure an identified or readily identifiable person or group of people, and I determine that you are likely to carry out the threat. I must take reasonable measures to prevent harm. Reasonable measures may include directly advising the potential victim of the threat or intent.

**Diaconate:** If you are receiving funding for counseling sessions, I will be required to file periodic reports with your deacons/pastors which shall include, where pertinent, history, diagnosis, treatment, and prognosis.

**For Members of Redeemer Presbyterian Church Only:** If you persistently refuse to renounce a particular sin, the assistance of church leaders will be necessary in accords with your vows as a member of Redeemer and in accords with Matthew 18:15-20. By signing, the client hereby authorizes the counselor to release any necessary information to the church leaders in accordance with your vows as a member of Redeemer and in accords with Matthew 18:15-20.

#### IV. Patient's Rights and Therapist's Duties:

*Patient's rights:*

**Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, I am not required to agree to a restriction you request.

**Right to Receive Confidential Communications by Alternative Means and at Alternative Locations** – You have the right to request and receive confidential communication of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, I will send communications to another address or phone number.)

**Right to Inspect and Copy** – You have the right to inspect or obtain a copy of PHI in my mental health record for as long as the PHI is maintained in the record. However, I reserve the right to deny your access to PHI under certain circumstances. On your request, I will discuss with you the details of the request and denial process.

**Right to Amend** – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. However, I reserve the right to deny your request. Upon your request, I will discuss with you the details of the amendment process.

**Right to an Accounting** – You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, I will discuss with you the details of the accounting process.

*Therapist's Duties:*

I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.

I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.

If I revise my policies and procedures, I will provide you with a revised notice by mail or in person.

#### V. Complaints

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, please bring this to my attention.

You may also file a formal grievance with the Director of Redeemer Counseling Services.

#### VI. Effective Date, Restrictions and Changes to Privacy Policy

This notice is in effect as of April 14, 2003.

**This form must be signed and dated in order to begin counseling.**

### **Counseling Agreement** (the Agreement)

▪ **For Couples and Families**

I, a member of the couple and/or family unit being seen, acknowledge that I read the No Secrets Policy as described in the Agreement, that I understand it, and that I enter couple/family therapy in agreement with this policy.

**Signature** \_\_\_\_\_

By signing and dating this form, I certify I read the entire Counseling Agreement from Redeemer Counseling Services and that all of the guidelines and policies in the Agreement are acceptable to me.

**Printed Name:** \_\_\_\_\_ **Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

**Witness Name:** \_\_\_\_\_ **Witness** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Witness required if under the age of 18)

### **Notice of Policies and Practices to Protect the Privacy of Your Health Information** (the Notice)

By signing and dating this form, I certify I read the Notice of Policies and Practices to Protect the Privacy of Your Health Information that I received from Redeemer Counseling Services that describes policies and practices that protect the privacy of my health information.

**Printed Name:** \_\_\_\_\_ **Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

**Witness Name:** \_\_\_\_\_ **Witness** \_\_\_\_\_ **Date** \_\_\_\_\_  
(Witness required if under the age of 18)

### **Voluntary Bed Bug Disclosure**

I acknowledge that I read the Voluntary Bed Bug Disclosure included in the Agreement, and if I should become aware of "activity," I will let the counselor or the counseling office know immediately upon discovery, and I will follow the recommended 30-day waiting period of experiencing no "activity" before returning to the counseling offices. Counseling does not have to be interrupted as it can be continued either off sight or via Skype until the situation has been resolved.

**Please initial one of the two following:**

\_\_\_\_\_ I acknowledge that I am **not aware** of any bed bug "activity" as described in the Agreement.

\_\_\_\_\_ I acknowledge that I **am aware** of bed bug "activity" as describe in the Agreement and will discuss this with my counselor at the first session in order to plan the recommended waiting period.

### **Electronic Health Record**

RCS uses a data management system that complies with the security standards of the Health Insurance Portability and Accountability Act (HIPAA). The data management system organizes all family members into one case file. Counselors will be aware of all types of counseling and the names of family members.

Check this box if you do not want to be included in the family case file.