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Our Rights and Responsibilities in the Counseling Relationship

Counseling (also known as *therapy*) is a growthful, professional relationship between people which works in part because of clearly, flexibly defined rights and responsibilities held by each person. This frame helps to create the safety to take healthy risks, and the support to become empowered to make change. The goal is *your* well-being. As a client in therapy, you have certain rights that are important for you to know about because this is *your* therapy. There are also certain legal limitations to those rights that you should be aware of. As a counselor (also called *therapist*), I have corresponding responsibilities to you. I have written about these responsibilities and described what work with me might be like in ordinary language, rather than legal terms, to make things as clear and straightforward as possible. Still, if you have questions now or in the future, I want you to ask them. I appreciate thoughtfulness and thoroughness and want to be the best ally possible to you. This document is a bit long, so take as much time as you need to digest it, revisiting it as needed. I will make sure to tell you the basics in session.

My Responsibilities to You as Your Counselor

(If you are hiring me to work with a child or vulnerable adult in your care, "You" includes those people, too.)

I. Confidentiality

With four specific, rare exceptions described below, you have the absolute 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, with advance notice, at any time. You may also request anyone you wish to attend a therapy session with you.

The following are four legal exceptions to your right to confidentiality; three of the four are based on basic safety. I will include you as much as possible in any breaches, so that you have, as always, as much power, control and self-determination as possible. If it seems like you might be, or have been, a harm to yourself or others, we will hopefully have already discussed the situation, and I will re-inform you of my responsibilities around your confidentiality.

1. *Duty to Warn*: If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim; I will also ask the police to respect you, if you should come into contact with them.

2. *Mandated Reporting*: If I have good reason to believe that you are abusing or neglecting a child or a vulnerable adult, or if you tell me about someone who is doing this, I must inform your local social services within 72 hours. Hopefully, we will call together, as a way to empower you and those you care about.

3. *Suicidality or Physical Illness/Injury*: If I believe that you are in imminent danger of harming yourself, I will legally break confidentiality and we or I will call the police or the crisis team. If you suddenly become ill or injure yourself in session, I will call for an ambulance and appropriate medical care.

4. *Legal Consultations*: 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 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.

Not a legal exception to your confidentiality, I have a policy you should be aware of, if you and your partner(s) are in relationship counseling with me. If you and your partner(s) decide to have individual sessions as part of the joint work, what you say in those sessions will be considered part of the joint therapy, and probably will be discussed at some point in our joint sessions. Do not tell me anything you wish kept permanently secret from your partner(s). I will remind you of this.

My Responsibilities to You as Your Counselor (continued)

II. Record-keeping

I normally 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 a copy of your file at any time, giving me the time to make a copy for you. You have the right to request that I correct any errors in your file. You have the right to write a request that I make a copy of your file available to any other health care provider. I maintain your records in a secure location in my office. If I eventually move my records to computer storage, I will inform you, we will discuss any of your concerns, and we will draw up a new consent form; email contacts, I save passcode protected until I can print them and store them securely with the rest of your files. Lastly, to make sure I am doing the best job possible for and with you, and to adhere to my professional licensure requirements, I regularly share with my supervisor, who is also required by professional ethics to hold our conversations completely confidential, the sorts of things I am doing in session; the focus is on *my* thoughts, feelings, words, and behavior, not yours, in order to ensure that I am offering you the most professional and most effective services possible.

III. Diagnosis

If a third party hired by you, such as an insurance company or doctor, requests a diagnosis, I will be required to give a diagnosis to that third party, with your permission. Diagnoses are standardized technical terms that describe the nature of your problems and something about whether they are short-term or long-term. Diagnoses are private, and not a label on your forehead; diagnoses can change and be eliminated, with growth, over time. If I do use a diagnosis, I will discuss it with you, and we will come to an agreement that that diagnosis is the best way to encompass what is going on for you at this time. All of the diagnoses come from a book titled the *Diagnostic and Statistical Manual of the American Psychological Association (DSM-IV-TR*, or a later version); I have a copy in my office and will be glad to let you borrow it and learn more about what it says about your diagnosis. At this time, since I rarely accept insurance, any diagnoses I make will likely be solely for your benefit, to help you and/or other professionals on your team understand what is going on for you.

IV. Other Rights

You have the right to ask questions about anything that happens in therapy. In fact, 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 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. Lastly, unless you are mandated to participate, you are free to leave therapy at any time, or to stay until you feel finished.

V. Insurance, Managed Mental Health Care (*rarely available at this time to pre-licensed Master's clinicians in Alaska*)

If your therapy is being paid for in full or in part by a managed care firm or insurance company, there are usually further limitations to your rights as a client imposed by your contract with that firm. These may include *their* decisions to limit the number of sessions available to you, to decide the time period within which you must complete your therapy with me, to decide the treatment techniques for you, or to require you to use medication. They may also decide that you must see a therapist in their network rather than me, if I am not on their list. Such firms also usually require detailed reports of your progress in therapy, and on occasion, copies of your case file. I do not have control over any aspect of their rules. However, I will do all that I can to maximize the benefits you receive by filing necessary forms and gaining required authorizations for treatment, and assist you in advocating with the managed care company as needed. I will also do my best to provide them with the information they require while also maintaining your confidentiality as fully as possible. You will be responsible for obtaining all information about your coverage, and for providing me with your company's policies and contact information for preferred providers.

VI. Alternative Therapies, Therapeutic Touch

In addition to Western counseling, I also offer Reiki as an optional part of therapy. Reiki can involve touch that is both respectful and appropriate. I believe that we need more respectful, nourishing touch in our dissociated culture, so I offer Reiki, handshakes, kind hand on shoulder, and similar supportive forms of touch, only with permission, as a part of treatment. I will never knowingly touch you without your overt permission; that is an ethical violation. I accept full responsibility for re-informing you of and maintaining your right to ethical boundaries around all of our verbal and nonverbal communication.

My Training and Approach to Therapy

I have an Master of Arts degree in Counseling Psychology, earned in 2002 at Antioch New England Graduate School, an accredited, progressive institution on the East Coast. I am not yet licensed in Alaska, although I am license-eligible and actively seeking licensure. I am a member of both the American Counseling Association (ACA: <http://www.counseling.org>) and the American Mental Health Counselors Association (AMHCA: <http://www.amhca.org>). I am supervised locally by licensed therapists with many decades of experience in the field. Thus, you will receive the services of two practitioners for the fee of only one. I have a business license from the state of Alaska and am insured. I am also a certified Reiki Master specializing in Usui Reiki. I offer individual, relationship, and family counseling sessions and Reiki classes and meetings. I have practiced both in Vermont and nationally via the internet for more than ten years. My areas of special training and expertise include expressive arts therapies, spirituality, depression, holistic psychotherapy, gender and sexuality issues, trauma issues, and harm reduction in drug and alcohol use.

My approach to therapy is strengths-based, eclectic, and holistic. I see people as strong, independent individuals, as well as active members of family, peer, work, social, societal, religious, national, environmental, and planetary systems. Such strong people, even with your feelings of confusion, uncertainty, and vulnerability, do not need to fit in a box, with me telling you what to do at each step. Instead, you will eventually be able to drive the therapeutic process, with me professionally supporting you in being the best You possible. So, we can look at all the influences, both internal and external, that are bringing you to counseling. As we begin to look at what is going on for you, I will join you on your life's path for awhile, as an invited and respectful guest. We will work together until you feel finished, then taper off or part, with occasional check-ins as needed to solidify your progress.

Because I try to tailor therapy to enhance your style of Being in the world, I can use a variety of techniques in therapy, to find what will work best for you. These techniques are likely to include dialogue, interpretation, cognitive reframing, awareness exercises, self-monitoring experiments, visualization, movement, journal-keeping, drawing, and reading books. I also refer people to other resources like films, classes, practitioners, and such, if I think these resources might help. If I propose a specific technique that may have special risks attached, I will inform you of that, and discuss with you the risks and benefits of what I am suggesting. I may suggest that you consult with a medical care provider regarding treatments that could help your problems. I refer to a variety of Eastern and Western practitioners, and will be glad to discuss with you the pros and cons of various alternatives. I may also suggest that you join a therapy or support group as part of your work with me. You have the right to refuse anything that I suggest without being penalized in any way.

Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be a painful relief. Making changes in your beliefs or behaviors can sometimes be difficult within the relationships you already have. You may find your relationship and work with me to be a source of strong feelings. It is important that you consider carefully whether these risks are worth the benefits to you. Most people who take these risks find that therapy is helpful, and I will do all I can to help you minimize risks and maximize positive outcomes.

You have the right to decide when therapy will end, with three exceptions. First, if we have contracted for a specific short-term piece of work, we will normally finish therapy at the end of that contract, perhaps renewing the contract, perhaps moving on. Second, 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. Third, if you do violence to or harass me, the office, or my family, 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, and such. I will appreciate our collaboration!

I do not have social or sexual relationships with clients or former clients because that would not only be unethical and illegal, it would be an abuse of the power I have as a professional.

I am away from the office occasionally for professional meetings, extended trainings, and-or vacations. I will tell you well in advance of any planned absences of a week or more, and will provide you with the name and phone number of the therapist covering my practice; you can meet with this person while I am away, if your schedules match. That person's name and number will also be available on my voice mail message.

Your Responsibilities as a Client

I. Time:

As a part of your regular self-care, you are responsible for coming to your sessions on time and at the time we have scheduled. We will always try to end on time and not run over into the next person's session. If you miss a session without canceling, or cancel with less than twenty-four hours' notice, you must pay for that session at our next regularly scheduled meeting, or by mail within the week, whichever is earlier. The only exception is if you would endanger yourself by attempting to come (for instance: driving while feverish, driving on icy roads). Please leave the date and time and your phone number with all messages. If there comes a time when I accept insurance, I will not be allowed to bill no-show sessions to your insurance; so you will bear the cost directly.

II. Billing and Payment:

A. Payment and Fee: You are responsible for paying for your session at that time, unless we have made other firm arrangements in advance. My standard fee for a session, which usually lasts 50 minutes, is \$60.00 / \$30.00 low-income fee. If we decide to meet for a longer session, your fee will be prorated on the hourly fee. Emergency phone calls are normally free. However, if we regularly spend more than 10 minutes weekly on the phone, or if you leave regular long phone messages, I will bill you on a prorated basis for time talking on the phone and processing long messages. My fees may go up by small increments each year; I will let you know in advance what the new fee will be and when it will take effect.

If you are having a hard time paying for therapy, please discuss it with me. This may be an opportunity for us to work with through some emotional-financial issues. Or, we may meet less frequently, with homework for you between sessions, to continue your growth. While I work with the larger culture to heal our relationship with money and abundance, I cannot accept barter or overdue bills for therapy. I am not willing to have clients run a bill 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. Any overdue bills will be charged 1.5% per month interest. If, after 3 months, you passively or actively refuse to pay your debt, I reserve the right to give your name and the amount due to a collection agency.

B. Insurance and Managed Care: If you have insurance, and if your insurance will pay for therapy by a pre-licensed Master's level practitioner, you are responsible for providing me with the application and contact information I need to both apply for preferred provider status and to send in your bill. You must pay me the full fee, and accept any coverage as a refund to you. You must arrange for any pre-authorizations necessary. I will bill directly to your insurance company for you once a month. You must provide me with any forms, completely filled out as needed, your complete insurance identification information, and the complete address of the insurance company. Insurance billing brings up many new confidentiality and control issues (see above), and many people choose not to bill their insurance companies, for this very reason.

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. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can complain about my behavior to the Ethics Committee of the American Psychological Association, 750-1st St. NE, Washington DC 20002-4242. You are also free to discuss your complaints about me 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. Again, however, I hope you will talk to me first; I am open and enthusiastic to learn how we may improve our work together.

Client Consent to Counseling

I have read this statement, have had sufficient time to consider it carefully, have asked any questions that I needed to, and understand it. I consent to the use of a diagnosis in insurance or managed care billing, and to the release of that information and other information necessary to complete the billing process. I agree to pay the fee of \$60.00 / \$30.00 per session. We have agreed to _____ sessions in _____ weeks for this segment of the process (*place a line through the slot if we haven't planned on a time-limited therapy*). I understand my rights and responsibilities as a client, and my therapist's responsibilities to me, as stated in the "Rights and Responsibilities" pamphlet. I agree to undertake counseling with Mia M. Eyth, MA. I know that, unless we have contracted for specific number of sessions, or unless I am mandated to therapy, I can end therapy at any time. I further understand that I can refuse any treatment requests or suggestions made by Mia Eyth. If I sign alone, I further signify that I am at least the age of eighteen; otherwise, my parents or legal guardian(s), also as signed, give me permission to undertake counseling with Mia M. Eyth, MA:

Client Signed: _____

Date: _____

Client Printed: _____

Client Signed: _____

Date: _____

Client Printed: _____

Client Signed: _____

Date: _____

Client Printed: _____

Parent/Guardian Signed: _____

Date: _____

Parent/Guardian Printed: _____

Parent/Guardian Signed: _____

Date: _____

Parent/Guardian Printed: _____

Witness Signed: _____

Date: _____

Witness Printed: _____

