



B.Y.R.C.S

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Beyond the Yellow Ribbon Counseling Services

Informed Consent and Services Contract

Welcome to Beyond the Yellow Ribbon Counseling Services (BYRCS). This document contains important information about our professional services and business policies. Please read it carefully and jot down any questions you might have so that we can discuss them at your next session. When you sign this document, it will represent an agreement between you and your counselor.

COUNSELING SERVICES

Counseling is not easily described in general statements. It varies depending on the personalities of the clinician and client, and the particular problems you hope to address. There are many different methods your counselor may use to help with those problems. Counseling is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

Counseling can have benefits and risks. Because therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, counseling has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees as to what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, your counselor will be able to offer you some first impressions of what your work will include and a treatment plan to follow, if you decide to continue with therapy. You should evaluate this information along with your own opinions about whether you feel comfortable working with the assigned clinician. At the end of the evaluation, the clinician will notify you if they believe that they are not the right therapist for you and, if so, they will give you referrals to other practitioners whom they believe are better suited to help you.

Therapy involves a large commitment of time and energy, so you should be very careful about the therapist you select. If you have questions about their procedures, you should discuss them whenever they arise. If your doubts persist, the counselor will be happy to help you set up a meeting with another mental health professional for a second opinion.

THERAPY SESSIONS

Your counselor will conduct an evaluation that will last from 1 to 2 sessions. During this time, you and the clinician can both decide if they are the best person to provide the services you need in order to meet your treatment goals. If you agree to begin counseling, your counselor will usually schedule one 45-minute session per week, at a time you agree on, although some sessions may be longer or more frequent. If you need to cancel counseling appointments, please contact your counselor to make arrangements as soon as possible.

CONTACTING YOUR COUNSELOR

To best serve our clients and to be a resource if clinical emergencies come up, our clinicians carry phones 24 hours a day and 7 days a week. You may call your clinician when you need to schedule or reschedule your appointment, or if you are having an emergency. However, your clinician may not immediately be available by telephone. Though our clinicians are usually in the office between 8 AM and 4 PM, they may not answer the phone when with another client. Your clinician will make every effort to return your call on the same day you make it, with the exception of non-emergent calls on weekends and holidays. To aid in a timely response, please inform your clinician of some times when you will be available. In emergencies, if you are unable to reach your counselor and feel that you cannot wait for a return call, contact your family physician, go to the nearest emergency room, or call 911. If your counselor will be unavailable for an extended time, they will provide you with the name of a colleague to contact, if necessary.

ELECTRONIC COMMUNICATION POLICY

In order to maintain clarity regarding our use of electronic modes of communication during your treatment, BYRCS has prepared the following policy. This is because the use of various types of electronic communications is common in our society, and many individuals believe this is the preferred method of communication with others, whether their relationships are social or professional. Many of these common modes of communication, however, put your privacy at risk and can be inconsistent with the law and with the standards of the counseling profession. Consequently, this policy has been prepared to assure the security and confidentiality of your treatment and to assure that it is consistent with ethics and the law.

If you have any questions about this policy, please feel free to discuss this with your counselor.

Email/Text Message Communications

We use email communication and text messaging only with your permission and only for administrative purposes unless we have made another agreement. That means that email exchanges and text messages with our office should be limited to things like setting and changing appointments. Please do not email or text message your counselor about clinical matters because email is not a secure way to contact them. If you need to discuss a clinical matter with your counselor, please feel free to call them so they can discuss it on the phone or wait so you can discuss it during your therapy session. The telephone or face-to-face context simply is much more secure as a mode of communication.

Social Media

We do not communicate with, or contact, any of our clients through social media platforms like Twitter and Facebook. In addition, if we discover that we have accidentally established an online relationship with you, we will cancel that relationship. This is because these types of casual social contacts can create significant security risks for you.

Your counselor may participate on various social networks, but not in a professional capacity. If you have an online presence, there is a possibility that you may encounter your counselor by accident. If that occurs, please discuss it with them during your time together. We believe that any communications with clients online has a high potential to compromise the professional relationship. In addition, please do not try to contact your counselor in this way. They will not respond and will terminate any online contact no matter how accidental.

Websites

Beyond the Yellow Ribbon Counseling Services has a website that you are able to access. If you have questions about it, you should discuss this during your therapy sessions.

CONFIDENTIALITY WITH MINORS

Parent Authorization for Minor's Mental Health Treatment

In order to authorize mental health treatment for your child, you must have either sole or joint legal custody of your child. If you are separated or divorced from the other parent of your child, please notify your counselor immediately. Your counselor will ask you to provide them with a copy of the most recent custody decree that establishes custody rights of you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child.

If you are separated or divorced from the child's other parent, please be aware that it is our policy that you notify the other parent that your child is receiving services. We believe that all parents have the right to know, unless there are truly exceptional circumstances, that their child is receiving mental health evaluation or treatment.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and the therapist regarding the child's treatment. If such disagreements occur, your counselor will strive to listen carefully so that they can understand your perspectives and fully explain their perspective. Ultimately, parents decide whether therapy will continue. If either parent decides that therapy should end, your counselor will honor that decision, unless there are extraordinary circumstances. However, in most cases, your counselor will ask that you allow the option of having at least 1 closing session with your child to appropriately end the therapeutic relationship.

Individual Parent/Guardian Communications with Your Counselor

In the course of treatment of your child, your counselor may meet with the child's parents/guardians either separately or together. Please be aware, however, that, at all times, the patient and focus of treatment is your child – not the parents/guardians nor any siblings or other family members of the child.

If your counselor meets with you or other family members in the course of your child's treatment, your counselor will make notes of that meeting in your child's treatment records. Please be aware that those notes will be available to any person or entity that has legal access to your child's treatment record.

Mandatory Disclosures of Treatment Information

In some situations, your counselor is required by law or by the guidelines of their profession to disclose information, whether or not they have your or your child's permission. I have listed some of these situations below.

Confidentiality cannot be maintained when:

- Child client tells their counselor they plan to cause serious harm or death to themselves, and the counselor believes they have the intent and ability to carry out this threat in the very near future. The counselor must take steps to inform a parent or guardian or others of what the child has stated and how serious the counselor believes this threat to be and to try to prevent the occurrence of such harm.
- Child client tells their counselor they plan to cause serious harm or death to someone else, and the counselor believes they have the intent and ability to carry out this threat in the very near future. In this situation, the counselor must inform a parent or guardian or others, and the counselor may be required to inform the person who is the target of the threatened harm and the police.
- Child client is doing things that could cause serious harm to them or someone else, even if they do not intend to harm themselves or another person. In these situations, the counselor will use professional judgment to decide whether a parent or guardian should be informed.

- Child client tells their counselor, or the counselor otherwise learns that, it appears that a child is being neglected or abused--physically, sexually or emotionally--or that it appears that they have been neglected or abused in the past. In this situation, the counselor is required by law to report the alleged abuse to the appropriate state child-protective agency.
- The counselor is ordered by a court to disclose information.

Disclosure of Minor's Treatment Information to Parents

Therapy is most effective when a trusting relationship exists between the counselor and the client. Privacy is especially important in earning and keeping that trust. As a result, it is important for children to have a "zone of privacy" where they feel free to discuss personal matters without fear that their thoughts and feelings will be immediately communicated to their parents. This is particularly true for adolescents who are naturally developing a greater sense of independence and autonomy.

It is our policy to provide you with general information about your child's treatment, but NOT to share specific information your child has disclosed to their counselor without your child's agreement. This includes activities and behavior that you would not approve of — or might be upset by — but that do not put your child at risk of serious and immediate harm. However, if your child's risk-taking behavior becomes more serious, then the counselor will use professional judgment to decide whether your child is in serious and immediate danger of harm. If the counselor feels that your child is in such danger, I will communicate this information to you.

At times, your counselor may believe that it is important for you to know about a particular situation that is going on in your child's life. In these situations, the counselor will encourage your child to tell you, and the counselor will help your child find the best way to do so. Also, when meeting with you, the counselor may sometimes describe your child's problems in general terms, without using specifics, in order to help you know how to be more helpful to your child.

Parent/Guardian Agreement Not to Use Minor's Therapy Information/Records in Custody Litigation

When a family is in conflict, particularly conflict due to parental separation or divorce, it is very difficult for everyone, particularly for children. Although the counselor's responsibility to your child may require helping to address conflicts between the child's parents, the counselor's role will be strictly limited to providing treatment to your child. It would be a conflict in treatment and detrimental to the therapeutic relationship to provide letters or documentation expressing opinion about parental fitness or custody/visitation arrangements. Counselors at BYRCS do not provide custody evaluations.

RECORD KEEPING

Both law and the ethical standards of the counseling profession require that your counselor keep treatment records. You are entitled to receive a copy of these records. If you wish to see them, your counselor may prefer to prepare an appropriate summary instead. Client records are professional documents; they can be misinterpreted and can be upsetting. If you insist on seeing your records, it is best to review them with your counselor so that they can discuss their content.

If you are under 18 years of age, the law provides your parents/Guardians the right to examine your treatment records. If you are over the age of 14, you must give written approval for these records to be released.

Your records will be kept for 7 (seven) years after termination of counseling services. For minors, 7 (seven) years after the minor turns 18 (eighteen).

In the event of incapacitation or death of a client, the treating clinician will maintain the confidentiality of all records, except as outlined in limits of confidentiality.

In the event of incapacitation, death or termination of treating clinician, Beyond the Yellow Ribbon Counseling Services becomes the designee of all records. Beyond the Yellow Ribbon Counseling Services will notify you and work with you to facilitate your ongoing care. This may include but not limited to placing you with another clinician within our program, facilitating your transfer to an outside clinician, or completing appropriate termination of services.

COMPLAINT PROCESS

Should you have a complaint regarding your treatment, please bring it to your counselor's attention so that they may attempt to rectify the issue first. If they are unable to rectify the situation, they will work with you to find an appropriate clinician to meet your counseling needs.

If you feel that you wish to file a complaint regarding your counselor's professional services, you may download a Complaint Form from the state licensing board at www.ibol.idaho.gov or you may also request a Complaint Form by contacting the Idaho Bureau of Occupational Licenses or by e-mailing the Investigative Unit (inv@ibol.idaho.gov).

A written and signed statement of your complaint is required before an investigation can begin. You may fill out an IBOL Complaint Form online, print & sign the form, attach copies of any documents which relate to the problem, and mail it to the IBOL office.

Idaho Bureau of Occupational Licenses
1109 Main Street, Suite 220
Boise, Idaho 83702-5642

IBOL relies a great deal on individuals, like you, who are willing to provide them with information concerning possible violations of Idaho regulatory laws. They cannot, however, act as a private attorney for those bringing complaints to their attention. Their role in any action arising out of a complaint is to act on behalf of all the people of Idaho.

Child/Adolescent Patient:

By signing below, you show that you have read and understood the policies described above. If you have any questions as we progress with therapy, you can ask your counselor at any time.

Minor's Signature* _____ Date _____

Parent/Guardian of Minor Patient:

Please initial after each line and sign below, indicating your agreement to respect your child's privacy:

I will refrain from requesting detailed information about individual therapy sessions with my child. I understand that I will be provided with periodic updates about general progress, and/or may be asked to participate in therapy sessions as needed. _____

I understand that I will be informed about situations that could endanger my child. I know this decision to breach confidentiality in these circumstances is up to the therapist's professional judgment, unless otherwise noted above. _____

Parent/Guardian Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

Counselor Signature _____ Date _____

* For very young children, the child's signature is not necessary