

CLIENT-CLINICIAN AGREEMENT

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CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except where disclosure is required by law.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled or when client's family members communicate to me (Ruth Berger) that the client presents a danger to others.

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or my testimony. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. I will use my clinical judgment when revealing such information and will discuss this with you should it become relevant during your treatment. I will not release records to any outside party unless authorized to do so by all adult family members who were part of the treatment.

Emergencies: If there is an emergency during our work together, or if I become concerned about your personal safety, I may contact the person whose name you have provided on the biographical sheet. This includes the possibility of you injuring someone else. My action of using your emergency contact would be for the sole purpose of ensuring that you receive proper psychiatric care, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. I would abide by the limits of the law for disclosure of information about you in such a situation. When possible, I will make every effort to make you aware of the possibility of such a situation and would inform you if an emergency release of information occurred, even after termination.

Health Insurance & confidentiality of records (DOES NOT APPLY TO CLIENTS PAYING OUT-OF-POCKET): Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. I have no control or knowledge over what insurance companies do with the information she submits or who has access to this information.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce

and custody disputes, injuries, lawsuits, etc.), neither you nor your attorney, nor anyone else acting on your behalf will call me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested unless otherwise agreed upon.

Consultation: I consult regularly with other professionals regarding my clients; however, client's identity remains completely anonymous, and confidentiality is fully maintained.

E - Mails, Cell phones, Computers and Faxes: If you communicate with me via e-mail, I will assume that you have made an informed decision, and will view it as your agreement to take the risk that such communication is subject to third party interception. Unless you indicate otherwise I may use the email address you provide to communicate with you about appointments.

Records and Your Right to Review Them: The law and standards of my profession require that I keep treatment records. You are entitled to receive a copy of your records unless I believe that seeing them would be emotionally damaging, in which case I will be happy to send them to a mental health professional of your choice. I can generally prepare a summary for you instead. Because these are professional records, they can be misinterpreted by and/or upsetting to some people. If you wish to see your records, I recommend that you review them in my presence so that we can discuss the contents. When more than one client is involved in treatment, such as in cases of couple and family therapy, I will release records only with the signed authorizations from all the adults (or all those who legally can authorize such a release) involved in the treatment.

SCHEDULING APPOINTMENTS: We will typically set up appointments at the beginning of each session. If you would like to have a recurring or regular appointment it is your responsibility to schedule in advance. You may cancel previously scheduled standing appointments (see *cancellation policy*).

TELEPHONE & EMERGENCY PROCEDURES: If you need to contact me between sessions, my preference is that you email me (ruthberger83@gmail.com). You may also send me a text message at 301-294-8881. I will respond as soon as possible. On weekends I check messages and respond on Sunday. Please note that I am not available from late afternoon Friday through Saturday night.

If you need to talk to someone right away call:

Crisis Link (suicide and crisis hotline) for the Washington Metropolitan (free call): (202) 527-4077
Access Help Line (24/7 DC Mental Health including mobile psychiatric response units) 1-888-793-4357
Montgomery County Mental Health Hotline: 301-738-2255;
Prince George's County Mental Health Hotline: 301-864-7161
Arlington County Mental Health (business hours): 703-288-1550
Police: 911

Please do not use e-mail or text for emergencies.

THE PROCESS OF THERAPY/EVALUATION AND SCOPE OF PRACTICE: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits, however, requires effort on your part. There is no guarantee that psychotherapy will yield positive or intended results and it is normal to experience some unpleasant feelings from therapy. On the other hand, psychotherapy may help you change your unhealthy or maladaptive thoughts and behaviors and give you more rewarding interpersonal relationships. Our collaboration in addressing your problems will be enhanced by the amount of time and effort you devote to our work *outside* of our therapy sessions as well as during our appointment. During our sessions it is important that you be forthcoming with feedback about how you are feeling about our work so we can decide together if changes in your treatment should be made.

I do not provide custody evaluation recommendations, medication or prescription recommendation, or legal advice, as these activities do not fall within my scope of practice.

ENDING THERAPY: As set forth above, after the first few meetings, I will assess if I can be of benefit to you. I do not accept clients whom, in my opinion, I cannot help. In such a case, I will give you referrals that you may contact. You have the right to withdraw from therapy at any time. It is expected that you will let me know of your desire to end therapy. I may, if appropriate, offer to provide you with names of other qualified professionals. I highly recommend that you have a final session with me after you decide to end therapy so that we can review our work together and collaborate on this important stage of therapy.

RELATIONSHIP COUNSELING: I am not obligated to hold confidences between partners or family members, but I will work strategically with family members to balance their desire for withholding information (if any) from another family member in treatment with them, with the health and welfare of the relationship and of each individual. If a partner or family member is not willing to reveal confidences, couples and family counseling may be contraindicated. Referrals may be provided upon request.

DUAL RELATIONSHIPS: Not all dual or multiple relationships are unethical or avoidable. However, therapy never involves sexual or any other dual relationship that impairs objectivity, clinical judgment or could be exploitative in nature. I will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. The Washington area has a dense set of social networks and some of my clients may know each other or know me from the community. Consequently you may see someone you know in the waiting room or see me in the community. I will never acknowledge working with anyone without his/her written permission.

Some of my clients choose me as their therapist because they know me before they enter into therapy. If this is true for you, I will discuss with you the complexities, potential benefits and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness but can also detract from it and often it is impossible to know that ahead of time. It is your responsibility to communicate to me if a dual or multiple relationship becomes uncomfortable for you in any way. I will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if I find it interfering with the effectiveness of the therapy or your welfare, and of course, you can do the same at any time.

PAYMENTS & INSURANCE REIMBURSEMENT: The fees for consultation with Ruth Berger are as follows: \$180 for a 60 minute session; \$270 for 90 minutes.

Payment must be submitted before our first meeting by going to:

www.KeithMillerCounseling.com/pay

Your card will remain on file and you do not need to submit this payment form again unless you have a new form of payment.

Each year I evaluate my fees and may inform you of any increase. You will be informed in writing of any fee increase 30 days beforehand. Telephone conversations (longer than five minutes), reports, or longer sessions will be charged at the same rate, per-minute, unless indicated and agreed upon otherwise. If requested, I will provide you with a copy of your billing statement on a monthly basis, which you can then submit to your insurance company for reimbursement if you so choose. If your account is overdue (unpaid) and there is no written agreement on a payment plan, I may use legal or other means (courts, collection agencies, etc.) to obtain payment.

CANCELLATION: Since scheduling an appointment involves the reservation of time specifically for you, a minimum of 48 hours notice is required for rescheduling or canceling an appointment without penalty. Unless we reach a different agreement, the FULL FEE will be charged for sessions missed without such notification. Most insurance companies do not reimburse for missed sessions.

Printed Name of Client

Date

Signature

Printed Name of Client

Date

Signature