**Sunny Day Counseling, LLC**

Megan Rigdon, CSW

**This Mandatory Disclosure Statement is for:** Sunny Day Counseling, LLC

 Megan Rigdon, CSW

 Phone: 303-570-0119

 Email: rigdon.megan@gmail.com

**Outpatient Services Contract**

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully and jot down any questions that you might have so that we can discuss them during our first meeting. Once you sign this, it will constitute a binding agreement between us.

**Psychological Services**

The benefits of psychotherapy may include: resolution of the difficulties that prompted the psychotherapy, a greater sense of happiness and fulfillment, more satisfying relationships, and living more closely to your full potential are all possible outcomes. Psychotherapy may involve the risk of remembering unpleasant events and arouse intense emotions of anxiety, sadness, anger, and depression. In addition, while there is general consensus in outcome research that most people are helped when they are matched with the right therapist, there is no guarantee that this therapy will lead to the desired results. To be successful, psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on issues we talk about both during our sessions and at home. The first several sessions will involve an evaluation and development of a treatment plan to address your needs.

**Client Rights**

You have a right to receive information from me about the methods of therapy to be used and the duration of therapy (if known). Your questions are invited and encouraged. You have the right to request access to a treatment summary (assessment, evaluation, treatment date, diagnosis), but the psychotherapy notes belong to me as the therapist and I have the right to decline you access to these specific notes. You have the right to terminate therapy at any time or to seek a second opinion (at your cost). Your input about what does and does not work for you is invaluable. In a professional relationship, sexual intimacy is never appropriate and should be reported to the board that licenses, registers, or certifies the professional. . If there are any HIPAA violations or complaints, please contact Josh

 Thorn, LCSW at (801)-921-9726. In addition, the Utah Division of Occupational and Professional Licensing (DOPL) within Utah’s Department of Commerce regulates the practice of Licensed Clinical Social Workers. DOPL can be reached at (801) 530-6628.

**Couples Only**

Couples counseling is not a substitute for individual psychotherapy, and, while it may be helpful in alleviating some distress, it is not designed to treat severe or life-threatening psychological disorders or conditions. As the therapist, I may ask a series of questions designed to screen briefly for current mental or emotional problems requiring individual treatment, and then may recommend treatment, and assist in appropriate referrals if desired. By signing this form, you confirm that no divorce or child custody case has been filed or is currently pending. If your records for the couple’s therapy sessions with Megan Rigdon, CSW, are later subpoenaed during divorce and/or custody proceedings, you agree that Megan may honor any lawfully issued subpoena and release the records without requesting or obtaining any additional authorization. You also understand that providing records in response to a lawfully issued subpoena may result in a loss of confidentiality for the issues disclosed and discussed during therapy session(s). Lastly, if the therapist sees one individually during the course of the couples counseling, it will be considered part of our couples work together and therapist will be free to reveal anything disclosed to the other spouse/partner.

**Meetings and Professional Fees**

Therapy usually involves weekly sessions that are 50 minutes in duration but may be longer or more frequent. Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. In addition, if you fail to come to a scheduled appointment, you will be expected to pay my hourly fee in full. My fee is $100 per 50 minute session (this gives me 10 minutes for notes that are included in the session fee). You will be expected to pay for each session at the time it is held in the form of cash or check. Checks are to be made out to Josh Thorn. Therapy expenses are your responsibility regardless of insurance coverage. I am not on any insurance panels and do not bill insurance companies. If you would like an insurance invoice, it can be provided to you via e-mail at the end of each month. I do not provide any information directly to your insurance company. If your insurance company needs any forms to be completed, please mail or bring them in and they will be completed and returned to you. In addition to weekly appointments, it is my practice to charge my fee on a prorated basis for other professional services you may require such as report writing, telephone conversations which last longer than 15 minutes, attendance at meetings or consultation with other professionals which you have authorized, preparations of records or treatment summaries, or the time required to perform any other service which you may request of me. If you become involved in litigation which requires my participation, you will be expected to pay for the professional time required even if I am compelled to testify by another party. In the unlikely event of differences between you and me, by signing this contract, we agree to resolve any differences outside of court by submitting our dispute to mediation and, if mediation is unsuccessful, we will submit the dispute to binding arbitration. However, one exception to this is in the event of non-payment for my services, in which circumstance a collection agency or small claims court may be utilized, and you will be responsible for collection fees. In most cases, the only information which I release about a client’s treatment would be the client’s name, the nature of the services provided, and the amount due.

**Contacting Me**

I am typically not immediately available by telephone, but will do my best to return your call when I am able. I will not answer the phone when I am with a client. When I am unavailable, my telephone is answered by voice mail which I check regularly. I will make every effort to return your call within 24 hours with the exception of weekends and holidays. Please do not schedule or cancel appointments via email. I do not regularly check emails. If you communicate with me via email, please understand the risks associated with using email, such as: email can be intercepted, altered, forwarded or used without authorization or detection, email can be used as evidence in court, email may be read by my office staff and email may not be secure and the confidentiality of such communication may be breached by a third party. Thus, you should not use email for communication regarding sensitive therapeutic information or regarding matters that need a more immediate response. If you are difficult to reach, please leave some times when you will be available. If you cannot reach me, and you feel that you cannot wait for me to return your call, you should call your family physician or 911. If you are feeling suicidal or a family member is threatening violence or suicide, you need to call 911 immediately. The police are trained to handle situations ranging from suicidal individuals to out-of-control teens. If I am unavailable for an extended time, I will provide you with the name of a trusted colleague whom you can contact if necessary.

**Confidentiality**

Generally speaking, the information provided by and to the client during therapy sessions is legally confidential and cannot be released without the client’s consent. You will be asked to sign a release-of-information form before discussing your treatment, or sending records about you to anyone else. Because I work within a group practice, consultation may occur with professionals within this practice. In addition, billing information may be accessed by administrative assistants and/or accountants. Tape recording of any part of the therapy sessions may not occur without your written permission. Your confidentiality/privacy is protected by state law and by the rules of my profession, except in the following circumstances. The limits of confidentiality are: 1) If you were sent to me by a court or an employer for an evaluation or treatment, the court or employer expects a report from me. You have a right to disclose only what you are comfortable sharing. 2) If you are involved in a lawsuit, and you tell the court that you are in therapy, I may then be ordered to show the court my records. Please consult your lawyer about any concerns you may have regarding this issue. 3) If you make a serious threat to harm yourself or another person, the law requires the therapist to try to protect you or that other person. 4) If I believe a child or a dependent adult has been or will be abused or neglected, including domestic violence in the presence of a child, I am legally required to report this to the authorities. These situations have rarely arisen in my practice. Should such a situation occur, I will make every effort to fully discuss it with you before taking any action. Although the parent of a minor is the “holder of privilege,” disclosing the content of sessions with minors to parents tends to undermine therapy. Reporting to parents is kept to general progress/issues or if the minor is involved in dangerous or harmful activities.

**Group Therapy**

The nature of group counseling makes it difficult to maintain confidentiality. If you choose to participate in group therapy, be aware that one cannot guarantee that the other group members will maintain your confidentiality. However, the group facilitator will frequently remind group members of the importance of keeping what is said in group confidential. That group facilitator also has the right to remove any group member from the group based on violation of confidentiality or harm to the group.

By my signature below, I give consent for treatment as I have read the preceding information and I understand my rights as a client or as the client’s responsible party, if the intended client is an adolescent or requires permission from a guardian.

**Client #1 Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Client #1 Signature and Date**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Client #2 Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Client #2 Signature and Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Responsible Party Name (parent or guardian for a minor): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Responsible Party Signature and Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**For minors or those seeking to allow therapy to be discussed with others (guardians or Bishop)**:

 I ­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ authorize Megan Rigdon, CSW, to speak with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ concerning my treatment.

**(If you do not authorize this, please put the words “do not” in the first space)**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: ­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_