

# Client Rights and Terms

Client Name: \_\_\_\_\_

DOB: \_\_\_\_\_

## Appointment Expectations and Fees

While working with Beth Miller, LCSW, I understand that because I have chosen to make therapy and positive change a priority in my life (or the life of my child) I am expected to arrive for all scheduled appointments or give 24 hours' notice by notifying the therapist if I am unable to attend. If I have an appointment and I have not arrived 15 minutes after the scheduled appointment time, the therapist will assume that I was unable to make the appointment and she will be unavailable for the remainder of the hour. Please understand that a pattern of "no-shows" can result in a termination of services.

Any last-minute cancellation or no-show for session will be charged the session rate fee of \$60 with the credit card I have provided or will be paid in full before the next session is scheduled. I understand if I have missed more than two appointments (without giving 24 hours' notice) that this is considered a clinical sign that I am not invested in the therapeutic process and that the therapist will refer me to another therapist or suspend services. I know that I may contact the therapist to inform her if I am running late to determine if there is flexibility in the schedule that day.

Counseling sessions will last a clinical hour, 45-50 minutes in length and depending upon the presenting problems, it is recommended on a weekly basis. Here again, it will be your decision on the frequency and duration of sessions as we work to best accommodate your needs. Your initial session will last up to 1.5 hours.

If I choose to pursue services and do not have insurance coverage by these companies, I can create a cash agreement for services. The hourly cash rate for therapy is between \$70-150/ clinical hour. A sliding scale may be used for cash agreements. This sliding scale fee will be agreed upon before the first session. *I also have a sliding scale available for those unable to pay the full amount. Please be aware that I only have a few slots to offer the discounted rate.*

The number of sessions authorized is based on reimbursement agreements with insurance companies as well as my/ my family's therapeutic needs. If my insurance company does not cover services provided, I will be responsible for covering fees. The therapist will provide a receipt with the proper diagnosis code. Services may be put on hold until outstanding balances are paid, or a financial agreement has been made. Co-pays must be paid in full at the time of the session.

My insurance plan is \_\_\_\_\_ which covers \_\_\_\_\_ # sessions. My co-pay is \$\_\_\_\_\_.

OR

I do not have (or will not be using) insurance and will be paying an out of pocket fee of \$\_\_\_\_\_ per session and a one-time fee of \$ 75 for the intake/initial assessment.

If services are being billed to insurance a diagnosis will be determined during the initial appointment. Insurance companies require this information to reimburse for services. If I have questions about my diagnosis or treatment, I can ask the therapist at any time. The therapist will obtain your written permission to disclose any information to your insurance companies.

# Client Rights and Terms

Client Name: \_\_\_\_\_

DOB: \_\_\_\_\_

There will be a \$25 fee for any returned checks. I understand that I will be responsible for the financial institution's fees as well. If a check is returned, I understand that I will only be able to pay for sessions with cash/card. **Please initial here \_\_\_\_\_ to indicate you understand this clause.**

I understand that I can terminate therapy at any time or seek a second opinion from another therapist. If I choose to pursue services with another therapist, I must terminate services with Beth Miller, LCSW at that time due to ethical considerations.

I understand that this therapist only provides non-emergency therapeutic services and does not provide 24/7 crisis coverage. If I have an emergency outside of session, I am responsible for calling 911 or going to the hospital for necessary services. If at any time this therapist feels that my therapeutic needs are greater than the level of services she provides, she is legally obligated to consult, refer, or terminate services with me so that I can pursue the appropriate level and type of care.

## Use of Diagnosis

Some health insurance companies will reimburse clients for counseling services and some will not. In addition, most will require that a diagnosis of a mental-health condition and indicate that you must have an "illness" before they will agree to reimburse you. Some conditions for which people seek counseling do not qualify for reimbursement. If a qualifying diagnosis is appropriate in your case, I will inform you of the diagnosis before we submit the diagnosis to the health insurance company. Any diagnosis made will become part of your permanent insurance records.

## Confidentiality

Our time together will be confidential. It is also imperative that you feel safe when entering into my office for a session. I will wear many hats as your counselor, including being an advocate, educator, reflective listener, coach and challenger. Together, we will explore how you can be the best you can be. However, there are circumstances where I legally and ethically have to break confidentiality.

You and your records are protected under both the Health Insurance Probability and Accountability Act of 1996 (HIPPA) and in North Carolina, the General Statutes 122 (c). Under these laws, I may not say to anyone that you are a client, nor may I disclose any information identifying you as a client except as permitted by federal and state law. By signing the "consent for services", you are agreeing that you understand the nature of confidentiality, how and when I may release information about you, including your medical record.

# Client Rights and Terms

Client Name: \_\_\_\_\_

DOB: \_\_\_\_\_

All communication becomes part of the clinical record, which is accessible to you upon request. I will keep confidential anything you say as part of our counseling relationship, with the following exceptions:

- a) If the therapist believes I am a *danger* to myself or someone else
- b) If I give the therapist *written permission* to disclose information
- c) In the case of *abuse* to a child or an elderly person confidentiality will be waived
- d) If the information is court ordered
- e) If I desire to seek reimbursement from an insurance company, the disclosure of confidential information may be required for reimbursement
- f) In case of a *Medical Emergency*
- g) These rights are waived if accusations of misconduct are brought

I understand that there may be times when my therapist needs to consult with a colleague or another professional based on issues raised in therapy in order to provide the most effective care. My confidentiality is still protected during consultation by my therapist and the professional consulted. Signing this disclosure statement gives my therapist permission to consult as needed to provide professional services.

All records are the property of this therapist; however, they are kept for my benefit and are available to me at my request, if deemed therapeutically valuable by the therapist.

Please understand that this therapist will **not** be available for client or attorney requested court testimonies or appearances. If a *court ordered subpoena is issued by a judge*, the client will be charged for any time present in court, record review, record preparation, attorney consultation, etc. The rate is \$200 an hour for these services. This therapist is able to write a letter on the client's behalf at a charge of \$25/ document in lieu of her appearance in court. **Please initial here \_\_\_\_\_ to indicate you understand this clause.**

I understand that this therapist has the right to contact a collection agency or use legal resources to deal with non-payment situations. Under these circumstances, confidentiality will be maintained regarding treatment.

I understand that I am held liable to pay for services in which third party payers do not cover the cost of care as hoped or expected. I understand that I can request a payment plan with my therapist.

## Complaints

Although clients are encouraged to discuss any concerns with me, you may file a complaint against me with the North Carolina Social Worker Certification and Licensure Board if you feel that I am in violation of the NASW Code of Ethics. A complaint is filed if it is believed that the Social Worker engaged in illegal or unethical activities related to his or her professional responsibilities. The Board is working toward online submission of complaints in a matter that allows for confidentiality. In the interim, complaints must be submitted in writing. Please do not email complaint as the content is considered confidential. Mail your complaint and supporting documentation to the following address: NCSWCLB, P.O. Box 1043, Asheboro, NC 27204.

# Client Rights and Terms

Client Name: \_\_\_\_\_

DOB: \_\_\_\_\_

## Qualifications and Counseling Background

I received my Master's Degree in Social Work from the University of Southern California in Los Angeles, California in 2015. I am a Licensed Clinical Social Worker in the state of North Carolina (#C011339). I have been providing counseling services in North Carolina since 2015, including my internship and practicum experiences, as well as my work as both a provisional therapist and licensed therapist.

It is your right, as the client to dictate your treatment goals. An assessment will be conducted during our first meeting. At this time, we will discuss presenting problems, medical conditions, and danger to self/others, history of present problems, symptom checklist, psychiatric history, medical history, allergies, family/social/developmental/criminal/substance abuse history, a mental status exam, strengths and a summary of the assessment with any recommendations. Re-assessments will occur following significant life or status changes, or as deemed necessary by myself or you. A service plan will then be created, including your therapy goals, what you want to achieve during our time together. I view counseling as a journey through self-discovery. There will be times when this process is painful, but also rewarding.

I feel that every individual needs different times frames, expectations, and goals. Therefore, the counseling approach used in our time together will depend on your needs, strengths, and wants. I do take time to build a therapeutic relationship, as I feel this is one of the most important pieces to the puzzle, as we embark on this journey together. Trust is a requirement if we both want to see you make progress towards your therapy goals.

I use Cognitive Behavior Therapy, Motivational Interviewing, and other Evidence Based Practices in my work with children, adults, and families. The use of these techniques requires your willingness to actively engage in the process which can yield significant growth. With the use of CBT, we often examine the connections between our thoughts, feelings, and actions. Motivational Interviewing supports growth and looks at things that are within our control and things that we are not yet ready to change. This is your time and together, we will work to improve overall functioning and decrease unwanted thoughts, feelings, and behaviors.

## Acceptance of Client Rights and Terms

We agree to these terms and will abide by the guidelines of the Client Right and Terms.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Provider: \_\_\_\_\_ Date: \_\_\_\_\_