

**Office Policies, Informed Consent, Confidentiality Agreement,
Fee System/Cancellation Policy, Privacy Notice**

The Counseling Center of Maryland

A) **Credentials**

The clinicians of The Counseling Center of Maryland (“CCM”) are licensed professionals in the Mental Health field. Credentials for each practitioner can be obtained individually.

B) **Description of Services Offered**

We work with each client as a whole individual, with an active and collaborative approach. Evidence-based strategies are tailored to best meet the need of each client. We work with individuals, couples, groups, and families treating a variety of symptoms including depression, anxiety, grief, emotional regulation issues, self-esteem and relationship concerns, and parenting.

C) **Description of Services Provided**

Individual Counseling—The primary treatment service involves one-on-one counseling. Sessions will be 45 minutes unless other arrangements have been made. Frequency of sessions will vary based on client presenting issue(s) and need. Sessions are typically scheduled weekly.

Couples and Family Counseling—Treatment services are available for couples and families intending to resolve communication and relationship issues.

Group Counseling- Process groups and Dialectical Behavioral groups are available. Group sessions run 75 minutes, unless otherwise specified.

D) **Fees, Insurance Billing, Nonpayment of Fees, Cancellation Policy**

1) **Fees**

Fees are charged per session. Rates for individual and group sessions are indicated on the Client Information Form. Adjustments to fees may be made on a case-by-case basis, based on client need. Fees and financial arrangements will be discussed prior to the first session.

2) **Insurance Billing**

CCM does not participate with any health insurance providers. Full payment is expected at the time service is rendered. As licensed professionals, our services qualify for patient reimbursement under

most insurance plans. Clients will be provided with a monthly billing statement which the client can submit to his or her insurance provider. We will not submit on behalf of a client.

Services may be paid by check, money order, cash, or credit card. A receipt will be provided with the date of service, services provided, diagnostic criteria, amount received, and signature of service provider including name, address, license number, and telephone number.

3) **Nonpayment of Fees**

CCM reserves the right to use collection agencies or other legal measures for clients who fail to pay for services rendered. If a collection agency is used, the client will be responsible for all fees associated with collection agency, including collection agency's fee. Clients are encouraged to discuss any financial issues and concerns that may prevent payment prior to the start of the session.

4) **Cancellation Policy**

Individual and Couples Counseling: If, for any reason, a client is unable to meet for his or her appointment, the client is responsible for calling to cancel at least 48 business hours prior to the scheduled session. Cancellations with less than 48 hours will result in the client being charged for the appointment. If a client is late for a scheduled appointment, that time will be deducted from the regular session. Clients whose fees have been adjusted based on need will be responsible for paying the fee for a session cancelled with less than 48 hours' notice.

Group Therapy: We at CCM keep our groups small and reserve treatment space based on the size of the group. Therefore, fees for group therapy are charged whether or not a client attends. As a courtesy to other group members, clients should make every effort to communicate any planned or unplanned absences with the group leader(s).

E) **Diagnosis and Client Records**

1) **Diagnosis**

An important part of treatment is the determination of a diagnosis. An accurate diagnosis is required in order to initiate and facilitate treatment. Each client attending counseling will be diagnosed based on criteria including presenting symptom(s), relevant history, a review of previous treatment records, and information gathered during the completion of a psychosocial intake. The **DSM-5** will be used as a reference for all diagnoses. Clients should be aware that most insurance providers require a diagnosis in order to reimburse for treatment.

2) **Client Records**

Each client entering into counseling will have a confidential clinical record. This record will include: (1) an intake form complete with psychosocial history, (2) a diagnosis, (3) a current treatment plan outlining measurable goal(s) and techniques, (4) consent forms, (5) case notes, and (6) other applicable documentation (e.g., release of information, medical records, etc.). A client's file is a confidential document. The counselor is responsible for maintaining and properly securing all treatment records. All electronic client records will be stored on a secure, password protected computer. All physical records will be stored in a locked filing cabinet. Following termination of

counseling, client records will be held for a minimum of 5 years after the medical record is made or until the client is 21 years old, whichever is longer.

F) **Confidentiality, Provider's Responsibility, and Exceptions to Confidentiality**

1) **Confidentiality (Privileged Communication)**

In order to establish and continue a trusting therapeutic working relationship, confidentiality will be maintained in accordance to Maryland law. Confidentiality is defined as a process in which all records, disclosures, and information presented in session are not shared with any individual that is not engaged in the therapeutic process. Subject to the exceptions discussed below, what is discussed in session, stays in session. The following examples highlight specific confidentiality issues that surface within the counseling process and warrant clarification.

- a) **Consent Form**—Each client that requests collaboration with other professionals, schools, or family members must sign a consent form. This authorization will specify the party to be contacted, information requested, and the period of time for which the consent is valid. The client has the right to withdrawal from treatment at any time.
- b) **Contact with Family Members**—CCM will not share information with client family members, friends, and employers unless specific written authorization is provided by the client.
- c) **Minor Clients**—Appropriate written authorization to provide counseling for minors or other clients unable to give informed consent must be obtained prior to services being rendered.
- d) **Requests Regarding Client Treatment from Third Parties**—In the event that CCM receives a request from someone not authorized by the client to discuss the client's case, not only will we not disclose information regarding the client's treatment, we will not confirm that a client is receiving services. Conversations with insurance providers must first be authorized in writing by the client.
- e) **Group Therapy**— Even though CCM is obligated to maintain confidentiality for all clients, due to the nature of group counseling, CCM cannot guarantee that group therapy participants will maintain confidentiality outside the session. Members are strongly advised not to share information about other members with anyone outside the group. CCM is not liable for disclosures of protected health information by other participants in the group session.

2) **Exceptions to Confidentiality**

Each client must understand that there may be circumstances when the rules governing confidentiality do not apply. Under these conditions, the counselor is not required to obtain client permission to make contact with an outside source regarding the client's treatment or situation. Every attempt will be made to include the client in this process. ***Rules of confidentiality do not apply in the following circumstances:***

- a) **Abuse of a Minor**—By law, we are mandated to report to the authorities when we have reason to believe a minor has been subjected to physical, sexual, mental, or emotional abuse. Oral reports to Child Protective Services and the police in the county in which the abuse is thought to have occurred will be made as soon as possible. A written report to CPS and the police will be made within 48 hours after the disclosure, as required by Maryland law.

- b) **Threats of Bodily Harm made Toward Another Person**—If a client makes specific threats to harm another person, and we believe that the client intends to carry out this threat, the counselor will warn the potential victim and contact the proper authorities.
- c) **Report of Intent to Harm Oneself**—If a client indicates in session a plan, intent, and means to harm/kill him or herself, the counselor is required to take appropriate action to insure the safety of the client.
- d) **Subpoena or Court Order of Records by a Judge or Magistrate**—In the event that the court orders the production of client records, only information specified in the order will be released. Records subpoenaed by attorneys, aides, or other judicial representatives will not be released without written permission from the client, unless disclosure is required by court order. Any and all issues regarding subpoenas or court orders will be discussed with clients prior to any action.

G) **Client Rights, Treatment Expectations, and Treatment Protocol**

- a) **Client Rights**—Every client has the right to be treated in a professional manner consistent with accepted ethical standards. Client rights include:
 - 1) The right to be treated with respect
 - 2) The right to discontinue counseling at any time
 - 3) The right to not be discriminated against
 - 4) The right to file a grievance
- b) **Treatment Expectations and Protocol**—Clients who have not been in counseling previously will be given information on what counseling is and what it is not. Time will be devoted to understanding client expectations, correcting any misconceptions or fallacies about the counseling process, and discussing treatment protocol and process. For clients who have been in counseling, their previous experiences will be explored, as well as what worked well and what did not, and issues that may have surfaced as a result of previous counseling. Clients and counselors will discuss the client's willingness to work on resolving their problems with the assistance of the counselor, working with the counselor on identifying and achieving counseling goals, and the risks and benefits associated with counseling.

H) **Client Satisfaction**

Clients have the right to receive professional and ethical treatment. There may be times when a counselor and client do not work well together or the presenting issue is beyond the training or level of competence of the counselor. In these situations, we may suggest that a client's case be referred to another clinician. With the client's consent, we will arrange for a referral to another counselor who can address the client's specific needs.

- I) **Social Media** The clinicians of CCM are prohibited from connecting with clients on social media sites such as Facebook and will refuse any such requests. However, clients are free to follow The Counseling Center of Maryland's professional pages on social media.

- J) **Phone/Text Coaching Policies** Many of the clinicians of CCM provide phone coaching to supplement therapy. Phone coaching can be necessary, especially in crisis situations when urges to engage in harmful behaviors are high. For clients in a Dialectic Behavioral Therapy (DBT) program, a separate policy form will be provided. Most phone/text coaching calls are brief, and therefore do not incur a fee. For longer calls, fees for phone/text coaching are based on the client's current per session fee and will accrue in 15-minute increments. For example, if a client pays \$150 per 45-minute session, the fee for a 25-minute call will be \$100.

Privacy Notice of The Counseling Center of Maryland

THIS NOTICE DESCRIBES HOW MENTAL HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice describes how CCM may use and disclose your protected health information (PHI) to carry out treatment, payment, or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" or "PHI" is information about you, including demographic information, that may identify you and that relates to your past, present, or future physical or mental health or condition and related health care services.

THE EFFECTIVE DATE OF THIS NOTICE IS January 1, 2018. CCM is required to follow the terms of this Notice until it is replaced. CCW may make changes to the terms of this Notice at any time. Upon your request, we will provide you with a copy of the current Notice. CCM reserves the right to make the changes apply to your Information maintained in CCM files before and after the effective date of the new Notice.

The following is a general description of how Federal and State law permits CCM to use and disclose your Information.

Purposes for which CCM May Use or Disclose Your Mental Health Information with your Consent. CCM may request your consent for the use and/or disclosure of your PHI for treatment, payment, or health care operations as described below:

∂ Treatment. CCM will use and disclose your PHI to provide, coordinate, or manage your mental health care and any related services. CCM may disclose your PHI to physicians, therapists, other mental health providers, or other health care providers who are treating you or assisting in your diagnosis, treatment, or recovery.

∂ Payment. Your PHI will be used and disclosed, but only to the extent needed, to obtain payment for your mental health care services. This may include certain activities that your health insurance plan undertakes before it approves or pays for the mental health care services we recommend for you, such as making a determination of eligibility or coverage for insurance benefits, reviewing services provided to you for medical necessity, and utilization review activities. If more than one, third party payer is responsible for payment for your health care,

CCM may disclose your PHI to more than one health plan and those health plans may share your PHI with each other. Your PHI may also be used and disclosed as needed to obtain payment for mental health care services rendered to you by other providers.

∂ Mental Health Care Operations. CCM may use or disclose, as needed, your PHI in order to support the delivery of mental health care services. CCM may call you by name in the waiting room area. CCM may use or disclose your PHI, as necessary, to contact you to schedule an appointment or remind you of your appointment. CCM may share your PHI with third party Business Associates who perform various administrative services. For example, those within CCM, or with whom CCM contracts, who perform billing services, transcription services, record retention, or other professional consultants. Whenever an arrangement between a Business Associate and CCM involves the use or disclosure of your PHI, we will have a written contract that contains terms that will protect the privacy of your PHI.

∂ Health Care Services. Your PHI may be used and disclosed to contact you and to give you information about treatment alternatives or other health benefits and services that may be of interest to you.

Uses and Disclosures with Your Verbal Consent. Your PHI may be disclosed to a family member, friend, or other person designated by you or as designated by the law, if you verbally agree.

Uses and Disclosures With Your Written Consent. Except as provided below, your PHI will not be used for any non-routine purposes unless you give your written authorization to do so. If you give written authorization to use or disclose your PHI for a purpose that is not described in this notice then, with certain exception, you may revoke it in writing at any time. Your revocation will be effective for the PHI CCM maintains, unless CCM has taken action in reliance on your authorization.

Uses and Disclosures Without Your Consent. Your PHI may be disclosed without your consent in the following circumstances:

- ∂ As required by law;
- ∂ To comply with legal proceedings, such as a court or administrative order or subpoena;
- ∂ To law enforcement officials for limited law enforcement purposes;
- ∂ To a coroner, medical examiner, or funeral director about a deceased person;
- ∂ To avert a serious threat to your health or safety or the health or safety of others;
- ∂ To a governmental agency authorized to oversee the mental health care system or government programs;
- ∂ To federal officials for lawful intelligence, counterintelligence, and other national security purposes; and
- ∂ To public mental health authorities for public health purposes.

Your Rights

You may make a written request to do one or more of the following concerning your PHI:

- ∂ Put additional restrictions on use and disclosure of your PHI.

- o Right to request where and how we contact you.
- o Inspect and copy your PHI, subject to certain exceptions under HIPAA.
- o Receive a list of disclosures of your Information that CCM has made for certain purposes for four (4) years prior to your request, with certain exceptions permitted by law, which includes exceptions for disclosure made directly to you or made pursuant to your authorization.

If you want to exercise any of these rights or require further information about privacy practices, please contact CCM. In certain instances, CCM is not required to agree to your request. CCM will give you the necessary information and forms for you to complete and return to request your PHI. CCM is permitted, by law, to charge you a fee for copying any documents requested in accordance with your rights as listed above.

Complaints: If you believe that CCM violated your privacy rights, you have the right to complain to CCM or to the Secretary of the U.S. Department of Health and Human Services (DHHS). You may file a written complaint with CCM at the address below. An individual must file a complaint within 180 days of when he or she knew or should have known that the act or omission occurred, unless the time limit is waived by the Secretary. CCM will not retaliate against you if you choose to file a complaint.

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