

**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. We offer individual, family and group psychotherapy and medication evaluation and management. We will work collaboratively with you to establish treatment goals and will make every effort to help you enhance your well-being, improve your relationships, and enrich your quality of life.

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.

Psychiatric Evaluation - All new clients interested in psychiatry services (including medication management) must complete an initial psychiatric evaluation. This is to learn about your current symptoms, your psychiatric history, previous treatments, and your goals for treatment. After the assessment, we will review evidence-based treatments and possible referrals to other providers to promote wellness. Each decision about your treatment will be made together after extensive education so that you feel comfortable and confident about your plan of care and treatment. Intake appointments run 60 minutes for adults and 75 minutes for adolescents.

Medication Management - These are follow-up appointments to evaluate efficacy of the current treatment regimen and/or efficacy of medications prescribed. Practicing integratively, sessions will also review additional symptomology, coping skills, support systems, and brief, solutions-oriented psychotherapy. Frequency is determined in collaboration with the client. Medication prescriptions are phoned or prescribed electronically. Appointments run 30 minutes.

D) **Meeting Frequency and Duration**

Your fee for service will vary depending on the type of service provided, the length of the session requested and the provider with whom you choose to meet. Session length can vary from 30, 50 or 75 minutes and length of session is best determined collaboratively with your provider.

The frequency of sessions and number of sessions varies broadly depending on the individual and the problem for which they are seeking help. Some patients need as few as 3-4 sessions while others would benefit from longer-term care. You can discuss your needs with your provider. After completing a course of treatment, you may also schedule sessions monthly to “check-in” and ensure progress.

Phone and/or video sessions may be arranged with your individual provider on a case-by-case basis. Occasional phone calls of less than 10 minutes in duration will not be charged. Should the need arise for frequent phone check-ins or calls of more than 10-minutes in duration, you will be charged according to our session and fee schedule.

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

1) **Fees**

Fees are charged per session. Rates for services 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**

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 depending on out of network benefits. 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.

3) **Billing**

We process billing on or around the first of each month. Unless a client has specified otherwise, we will process payment using the credit card on file. 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, Couples Counseling and Psychiatry Services: 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 made with less than 48 hours' notice 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).

5) **Yearly Fee Increase**

CCM reserves the right to increase hourly rates on an annual basis as of January 1st of each year. Increases generally will be in the range between \$5.00 to \$15.00 per session, and will be noted on invoices covering January sessions. Clients are encouraged to discuss any concerns raised by an increase.

F) **Diagnosis and Client Records**

1) **Diagnosis**

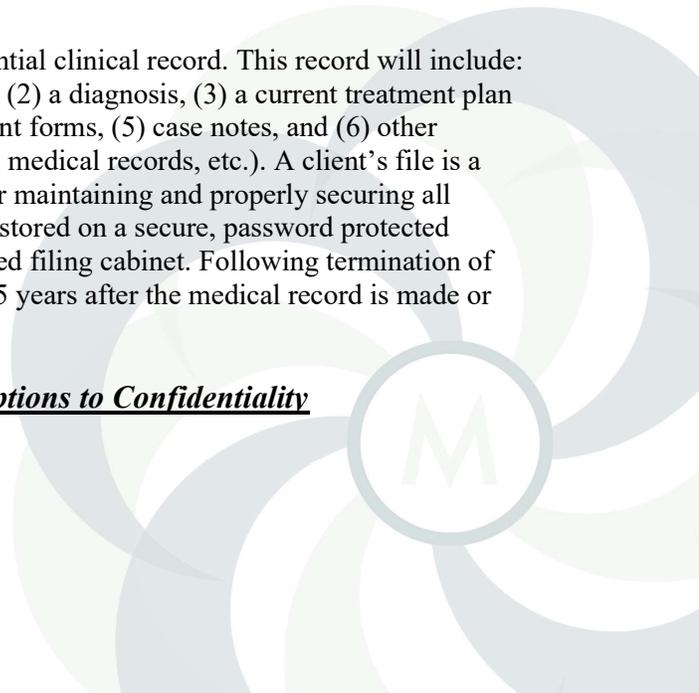
An important part of treatment is the determination of a diagnosis. An accurate diagnosis is required in order to initiate and facilitate treatment. Each client will be diagnosed based on criteria including presenting symptom(s), relevant history, a review of previous treatment records, and information 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 treatment 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 clinician 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 services, 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.

G) **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. You are protected under the provision of the Federal Health Insurance Portability and Accountability Act (HIPAA). 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) **Confidential Information and Minor Clients**—Subject to Section F.2 below, information disclosed by clients who are minors during the course of their treatment will be kept confidential as if such minor clients were of age. This includes information including but not limited to: self-harm, alcohol abuse, substance abuse, and sexual behavior, unless such behavior, in the opinion of the provider, poses an imminent risk to the client. To the extent possible, the professional will prompt the client to share the information with the person or persons who are legally responsible for the client. If the client refuses to share such information, the professional will contact the appropriate authorities, including but not limited to: law enforcement and child protective services. In the alternative, CCM may terminate its treatment of the client. In making the decisions regarding contacting the authorities or terminating treatment, CCM is permitted to disclose the behavior(s) to CCM's liability insurance carrier, legal counsel, professional associations that provide advisory services, or child protective services without, to the extent possible, disclosing the identity or identifying details of the minor client.
- e) **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.
- f) **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.
- g) **Coordination of Care within CCM**—Every CCM clinician with whom a client has scheduled a session will have access to all clinical notes (including, but not limited to: individual, family, couples, and group therapy sessions) written and saved to the client's electronic medical record.

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 clinician 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 clinician 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 clinician is required to take appropriate action to ensure the safety of the client. If a client's treatment goal is to extinguish self-harm, then CCM will make every effort to avoid reporting self-harm but if, in the professional judgment of treatment providers or CCM, the self-harm is of such a magnitude that the client may suffer severe harm short of death, CCM may take action to insure the safety of the client. This provision shall also apply to minor clients.
 - 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 treatment is and what it is not. Time will be devoted to understanding client expectations, correcting any misconceptions or fallacies about the treatment process, and discussing treatment protocol and process. For clients who have been in treatment, 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 treatment. Clients and clinicians will discuss the client's willingness to work on resolving their problems with the assistance of the clinician, working with the clinician on identifying and achieving treatment goals, and the risks and benefits associated with treatment.

H) **Client Satisfaction**

Clients have the right to receive professional and ethical treatment. There may be times when a clinician and client do not work well together, or the presenting issue is beyond the training or level of competence of the clinician. 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 clinician who can address the client's specific needs.

Finding a healthcare professional with whom you feel comfortable and with whom you believe you can work effectively is essential. You have the right to ask questions about anything that happens during your session. You are also encouraged to ask your provider about their training, treatment approach and what other treatment modalities they think could be beneficial for you. You are free to end treatment or change providers at any time; we encourage you to bring this to the attention of the provider with whom you are working.

We are committed to serving our patients and will always work with you to help you find someone with whom you feel a goodness of fit. We do not accept patients to whom we believe we cannot be helpful nor do we continue working with patients if we determine we are not being effective in helping them meet their therapeutic goals. If this is the case, we will discuss the rationale with you and refer you to a provider or providers we feel may be better able to support you

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.

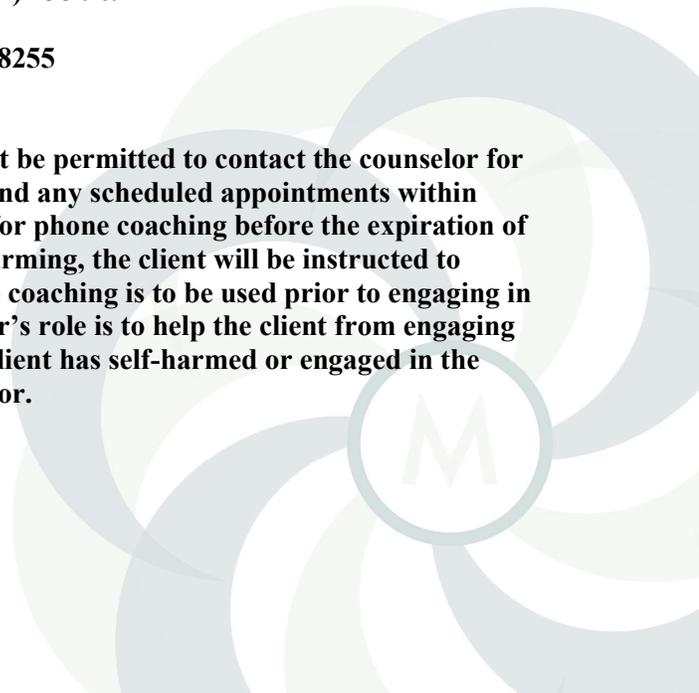
J) **Availability** CCM does not provide emergency services. Our healthcare professionals are available by appointment only. Phone calls are generally returned within 24 hours. If you do not receive a return call, please leave another voicemail with your clinician, as there may have been a technological malfunction. Please do not use email for urgent communications including clinical emergencies. If you are having a medical or mental health emergency, please call 911 or go to a nearby emergency room. You may also call a crisis line such as 1-800-SUICIDE, Montgomery County Suicide Hotline (301) 738-2255, Montgomery County Youth Suicide Hotline: (301) 738-9697, and the National Suicide Prevention Lifeline: 1-800-273-8255.

Electronic Communication Please be aware that emails (which may become part of your clinical record) and cell phone communication can be relatively easily compromised by unauthorized persons, which can compromise your confidentiality. If you choose to communicate with your healthcare provider via email or cell phone, it is strongly recommended that you limit such messages to scheduling inquiries. Please do not use email for urgent communications including clinical emergencies.

Due to computer or network problems, emails may not be received by your healthcare provider. If you have not heard from your provider within 48 hours of sending your message, please resend and/or leave

a voicemail message. Please notify us if you would prefer to avoid or limit, in any way, the use of email, texts, cell phone calls, phone messages or faxes.

- K) **Phone/Text Coaching Policies** Phone/text coaching is available as a supplement to the treatment of clients participating in Comprehensive Dialectic Behavioral Therapy Programs (“DBT”) only. These services will be provided in crisis situations where there is a high likelihood that the client will engage in harmful behaviors.
- a. **Purpose.** The purposes of phone/text coaching is to practice effective ways of asking for help, to generalize DBT skills into everyday life, and to report successes to a counselor. The calls/texts are not meant for analyzing or solving crises. Rather, the coaching is to assist the client in getting through the crisis without using ineffective behaviors. The counselor can assist the client in analyzing and solving the crisis in the client’s next therapy session. Phone/text coaching is also encouraged to share successes with the counselor such as effective use of skills or attaining a goal.
 - b. **Goals.** The goals of phone/text coaching are to decrease suicidal crisis behaviors, increase generalizations of behavioral skills, and reinforce successful skill use.
 - c. **Calls.**
 - i. Calls generally last between 5 and 8 minutes. The counselor is required to follow specific protocols and the client will comply with the counselor’s requests and instructions, otherwise the call will terminate. In order for the call to move forward, the client will first be required to state his or her location, along with a physical address.
 - ii. To assist in generalizing skills, the client may call the counselor for a brief check-in when there is no longer a crisis situation.
 - d. **If the client is in immediate danger of harming himself or herself, the client should call 911 immediately. If the client is not in immediate danger but is having suicidal thoughts, the client should contact one or more of the following:**
 - i. **1-800-SUICIDE**
 - ii. **Montgomery County Suicide Hotline: (301) 738-2255**
 - iii. **Montgomery County Youth Suicide Hotline: (301) 738-9697**
 - iv. **www.every-mind.org**
 - v. **National Suicide Prevention Lifeline: 1-800-273-8255**
 - vi. **<https://211md.org/>**
 - e. **Following self-harming behaviors, the client will not be permitted to contact the counselor for phone coaching for 24 hours. The client should attend any scheduled appointments within those 24 hours. If the client contacts the counselor for phone coaching before the expiration of 24 hours after self-harming or an attempt at self-harming, the client will be instructed to contact other resources and the call will end. Phone coaching is to be used prior to engaging in ineffective or self-harming behaviors. The counselor’s role is to help the client from engaging in self-harming or ineffective behaviors. Once the client has self-harmed or engaged in the ineffective behavior, there is no role for the counselor.**



- f. 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 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. CCM 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.

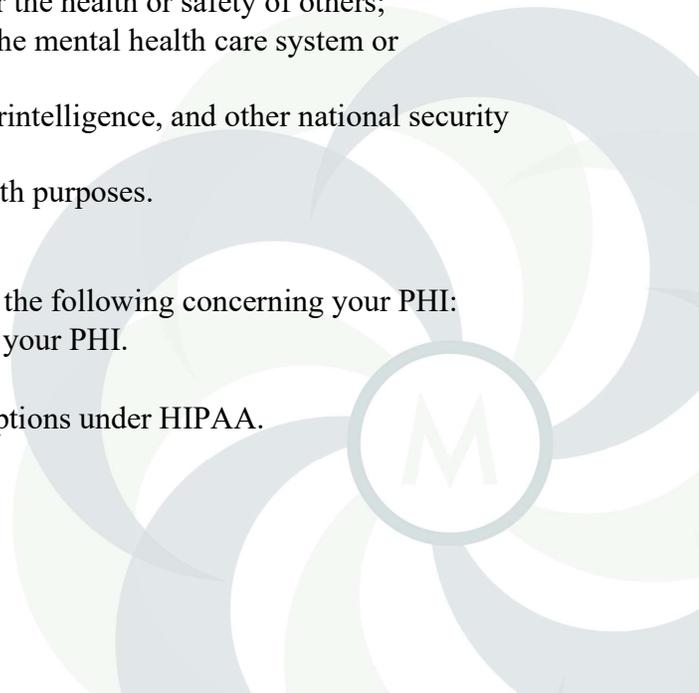
Uses and Disclosures Without Your Consent. Your PHI may be disclosed without your consent in the following circumstances:

- ∂ 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.
- ∂ Right to request where and how we contact you.
- ∂ Inspect and copy your PHI, subject to certain exceptions under HIPAA.



∂ 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.

The Counseling Center of Maryland
8030 Woodmont Avenue, 3rd Floor
Bethesda, MD 20814

