



## Informed Consent

### Client-Counselor Service Agreement

Thank you for choosing me, Leigh Miller, MA, LPC-MHSP, to provide outpatient psychotherapy/counseling services. Counseling is a unique service that yields a collaborative relationship between a provider and client, with clearly defined rights and responsibilities held by each party, as well as legal limitations to those rights. This document, as well as the Notice of Privacy Policies, contains important information about my professional services and business policies, client rights and responsibilities, and information about the Health Insurance Portability and Accountability Act (HIPAA). We can discuss any questions you have now or at any time in the future.

**You have the right to:** confidentiality as specified by state and federal law; be informed of the terms, including financial, under which treatment will be provided; know my qualifications, training, treatment modalities, and ethical codes I abide by; question, refuse, terminate, or request modifications to treatment at any time and for any reason; request how we contact you; be advised whenever special equipment such as cameras, audio recording devices, or two-way mirrors, etc. are used; treatment and care in the least restrictive conditions necessary and available; release your medical record; inspect and obtain a copy of your medical records; be treated with courtesy and respect; file grievances; and receive notification of policy changes.

**You have the responsibility to:** provide accurate and complete information to the counselor during sessions; inform provider of any changes in you're a) physical or mental health, b) contact means, and c) insurance coverage/benefits; protect the confidentiality of other clients by not disclosing their names or any information shared by them; attend scheduled appointments or cancel in advance if you are unable to attend; be considerate of staff and other clients; take part in planning, implementing, and following through with your treatment plan; notify providers if you would like others to participate or cease participation in treatment with you; ask questions when you do not understand something about your treatment; secure reliable and safe transportation if you are impaired in any way; and notify this provider if you are recording a session or phone call.

### The Counseling Relationship

As a Licensed Professional Counselor, I utilize a variety of treatment techniques and modalities, customized to fit an individual's unique needs, goals, values, and strengths. However, I only provide counseling in areas of my expertise and competency. Should a client's issue be beyond my usual scope of practice, I will seek supervision, education, and/or training to accommodate the need, or I will refer the client to a more appropriate provider or program. The relationship between a counselor and client is unique. Psychotherapy, or counseling, is a professional service I am trained and licensed to provide within a professional setting. In order to maintain professional integrity, our contact must be limited to treatment and scheduling purposes. If I see you in another setting, I will protect your confidentiality by not initiating any interaction or acknowledgment, however if you choose to initiate interaction, know you risk waiving some degree of your confidentiality. I must not befriend clients through social media nor facilitate a social relationship. These guidelines are based on the American Counseling Association (ACA) Code of Ethics, and are for the client's protection.

## Risks/Benefits of Counseling

The counseling process may bring unpleasant memories or emotions to the surface, and there are no guarantees that counseling will work for every client. Clients sometimes make improvements, then backslide after a time. Progress may happen slowly. Counseling requires a very active effort on a client's part. In order to be most successful, clients will have to work outside of the counseling session and setting. Sometimes changes made by a client may have unexpected adverse impacts on his/her life. However, the many benefits to counseling include improving insight, developing coping skills, identifying triggers and risky behaviors, making effective behavioral and perceptual changes, reducing symptoms of mental health disorders, learning relationship skills, overcoming obstacles, and improving a client's overall quality of life.

## Appointments

Appointments usually range 45-55 minutes in duration and occur as frequently as agreed upon by both the client and the counselor, per medical necessity criteria. If a client needs to cancel/reschedule a session, he or she may do so by calling or by utilizing the appointment cancellation feature through his or her [TherapyAppointment.com](http://TherapyAppointment.com). Clients must provide **at least 24-hours' notice** to avoid cancellation fees. If a client misses a session without notification, notifies the counselor with less than a 24-hour notice, spends less than 16 minutes of face-to-face time with the provider during their scheduled appointment time, or arrives but then leaves *without leaving a message* before the clinician receives them, the client will be charged a fee (see Fee Schedule). It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, the client will be solely responsible for such charges. In addition, clients are responsible for arriving for a scheduled session on time; if a client is late, his/her appointment will still need to end on time. If the *clinician* is late, reasonable effort will be made to either a) provide the client a shorter session, or b) reschedule the client at a convenient time. Copayments are *not* subject to session duration, they are set fees determined by third-party payors. Coinsurance payments, however, will vary depending on session duration. Clients utilizing the online scheduling feature agree to schedule **no more than 2 future appointments**. If a client wishes to schedule an appointment when no available time is apparent, please let the provider know, as some scheduling accommodations may be arranged.

## Confidentiality

HIPAA is a federal law that provides privacy protections and patient rights about the use and disclosure of a client's Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. This counselor will make every effort to keep a client's confidentiality. If a client wants to share their PHI, a consent form must be completed. There are some limitations to confidentiality. Clients' information *may be disclosed* to provide, manage, or coordinate his or her care and services, as well as address any legal matters which may arise. This includes, but is not limited to, this provider consulting with a supervisor or other mental health professionals about a case; talking with law enforcement or government officials for client's safety; responding to disability determination requests; submitting claims; verifying insurance benefits; responding to medical necessity requests by third-party payors, speaking with lawyers when a client has directly or indirectly involved this provider in a legal matter; consulting associates with whom this provider established a Business Agreement; etc. Reasonable effort will be made to minimize identifying information. Counselors are required by law to release information when the client poses an imminent and serious risk to themselves or others, or if children, disabled persons, and/or the elderly are reportedly being abused, or suspected of being abused. If a counselor receives a court order or subpoena, s/he may be required to release information. In such a case, the counselor will consult with other professionals and limit the release to only what is necessary by law. If a client is under the age of 14, his or her parents, custodian, or legal guardian have the right to be involved in their child's treatment without client consent. Individuals age 14 and up will need to sign a release of information for parents, custodians, or legal guardians to receive information. No release is needed for family members to *provide* information. Full details regarding the Privacy Policy of Leigh Miller Counseling, LLC can be found at [www.leighmillercounseling.com](http://www.leighmillercounseling.com), under the Services page. A paper copy is also available upon request.

## Confidentiality and Technology

Some clients may choose to use technology as part of their counseling treatment or preferred method of contact. This includes but is not limited to the use of Square<sup>®</sup>, telephone, telemental health (addendum Informed Consent required), or email correspondence. This provider does not provide interactive text messaging, but automated appointment reminders and confirmations are available. Due to the nature of online usage and contact, there is always the possibility that unauthorized persons may attempt to discover a client's personal information. Emailing through TherapyAppointment, utilizing password protected messages, meets HIPAA confidentiality requirements. The counselor will take every reasonable precaution to safeguard client information, but cannot guarantee that unauthorized access to electronic communications will not occur. You should also know that any emails I receive from you and any responses that I send to you can become a part of your medical record, and that your voicemails can be accessed by me via email or calling into the voicemail system using my personal cell phone.

Clients are advised to take precautions with regard to authorized and unauthorized access of their electronic devices, to be aware of any friends, family members, significant others, co-workers, etc. who may have access to intercept or view correspondences or other such confidential information.

## Social Media Policy

The following content reflects my official social media policy, please read it to understand how I conduct myself on the Internet as a mental health professional and how a client may expect me to respond to various interactions that may occur between us on the Internet. If you have any questions about anything within this document, I encourage you to bring them up in session. As new technology develops, there may be times when I need to update this policy. If so, an updated Informed Consent will need to be signed.

I do *not* accept *friend* or *contact requests* from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. I also do not place my practice address as a check-in location on various sites such as Foursquare, Gowalla, Loopt, etc.

The American Counseling Association's Code of Ethics prohibits my soliciting testimonials from clients. I am aware that my use of Square<sup>®</sup> for payments may result in an automated request to provide feedback, but these are not generated, reviewed, nor endorsed by me. While you have a right to express yourself on any site you wish, please know that even if I became aware of your comments, I will not respond due to confidentiality. If you are dissatisfied with my professional counseling services, I hope that you will be willing to discuss, confront, or process negative experiences, even of my services, in a counseling session, as this can be an important part of the counseling process, even if you decide to discontinue treatment. If you feel I have done something harmful or unethical and you do not feel comfortable discussing it with me, you have the right to file a grievance with your insurance company, the Alabama Board of Examiners in Counseling, or any other relevant governing body.

## Termination of Services

Ending therapy can be a very empowering process whether terminating because you have reached your goals, are moving, have scheduling conflicts, or are unhappy with our work. Planning for the end of therapy and having a final session is ideal. We discuss what worked, what didn't work, what you accomplished and what work may be left. While I believe e-mail and voice mail are not an appropriate way to terminate services, you have a right to discontinue services at any time for any reason. However, clients who have not attended an appointment in the past 90 days, do not have any future sessions scheduled, and have not communicated an intent to continue services will lose access online scheduling and be considered inactive and "discharged" from Leigh Miller Counseling, LLC. Inactive clients may request to return to counseling with Leigh Miller Counseling, LLC, but are not guaranteed re-admission.

## Record Keeping and Coordination of Care

Counseling is for therapeutic purposes only and is not intended for use in legal proceedings. Provider comments and records are not "for" or "against" individuals; they are intended for treatment purposes and reaching therapeutic goals. Counselors

keep records throughout the psychotherapy process for each patient, including progress notes, diagnoses, treatment plans, identification information, payment methods, and insurance information. These records help ensure quality of care and continuity of services. Client records will not be shared except with respect to the limits to confidentiality discussed in the Confidentiality section. Should the client wish to have their records released, s/he is required to sign a release of information which specifies what information is to be released, to whom, and for what purpose. Releases of Information may be revoked by the client at any time, but this must be done in writing. Clients wishing to have their own copies of records will be charged the allowed and relevant fees according to the most recent laws on the matter. Records will be kept for at least 7 years under normal circumstances, and either by electronic means or as a paper file stored in accordance to HIPAA requirements.

## Professional Fees

Clients are responsible for paying at the time of session unless prior arrangements have been made. Clients are encouraged to have a credit card on file which will be used to reconcile unpaid balances for missed appointments, insurance denials, services not covered by insurance, or even just for the convenience of the client. This data is stored in Square®, and their privacy policy link can be found on the Service page on [www.leighmillercounseling.com](http://www.leighmillercounseling.com). Payments for services can be made by cash or by debit, credit, HSA, or flex card (where applicable). Payments by checks are only accepted at the discretion of the provider. If a client refuses to pay a debt, this counselor reserves the right to use an attorney or collection agency to secure payment, and to refuse future services until unpaid balances are settled (referrals will be made for continuity of care). If a client anticipates becoming involved in a legal issue or court case which may involve the counselor or the client's mental health record, it is recommended that rights and expectations be further clarified. If a client's case requires this counselor's participation, the client will be expected to pay for the professional time required. Examples of billable time include: reviewing and copying a client's file, travel time to accommodate requirements/requests, waiting on-site, giving a deposition, testifying, etc. See Fee Schedule attachment. Fees are an integral part of providing quality counseling services. Various laws, insurance requirements, contracts, and ethics are taken into account and must be considered.

## Third-Party Payors

If a client has health insurance coverage, his or her plan may provide some level of coverage for mental health treatment, such as the psychotherapy/counseling services provided by this licensed counselor. Though this counselor will assist clients in ascertaining information about benefit coverage, filing claims, and collecting reimbursement, it is ultimately the client's responsibility to know his or her applicable benefit coverage, to cooperate with claim disputes and resolution, and to notify providers if/when insurance policies and benefits change.

Many benefit plans require deductibles to be met, copayments, or a percentage of the service fee to be covered by the patient, and this amount is to be paid at the beginning of the counseling appointment by credit/debit/flex card or cash, unless prior arrangements have been made. If your benefit plan has a minimum required deductible for mental health services, this is an out-of-pocket amount that must be paid by the patient before the insurance companies begin paying any amount for services. It is your responsibility to keep up with your deductible and to know the required amount to pay for services. If you do not know your deductible, this provider will charge the contracted rate in full and credit back any amount the insurance or third-party pays toward your next visit.

Please note that not all third-party payors provide out-of-network benefits. If this counselor is not a participating provider for a client's mental health benefit plan, efforts may be made to become an in-network provider. Or, this counselor may supply clients with a receipt of payment for services (paid in full ) to submit to their third-party payor for reimbursement (this does not apply to all third-party payors, as some contracts will not reimburse patients under any circumstance).

Clients should be aware that third-party payors may require pre-authorization of services, as well as certain confidential information, such as diagnoses, to cover the services rendered, per the benefit contract. Counselors may be required to provide additional clinical information to third-party payors, and a third-party payor reserves the right to audit/inspect charts at any time to verify services rendered meet reimbursement criteria. By signing this Agreement, the client is stating if s/he chooses to utilize mental health benefits through a third-party payor, s/he understands the potential access to his or her confidential information by third-party payors and agrees to allow this counselor to provide the confidential information required by the third-party payor to cover services rendered. If a client fails to cooperate with benefit requirements, such as pre-authorization, or assist in the resolution of insurance denials or required information, the client may be responsible for **full payment** of the counseling service fee.

## Contacting the Provider

This provider may not be immediately available by telephone and clients are encouraged to leave a message on the confidential voice mail. Calls will be returned at the provider's earliest convenience. If a client feels he or she is in crisis, or for any other reason cannot wait for a return call, clients have the option of seeking services at a local hospital, calling 911, or call the Crisis Center at 205-323-7777 or 1-800-273-TALK (1-800-273-8255) to speak with a live person.

Clients have a right to request a preferred method of contact (see Technology and Confidentiality), and must update this provider of preference changes. NOTE: this provider cannot receive text messages, only voicemails through a landline, or an email through the confidential client account portal. Every reasonable effort will be made by the client and this provider to use these contact methods sparingly, for specific purposes such as scheduling issues, reminders, billing issues, and legal concerns. Unless authorized for telemedicine services, phone and email correspondences cannot substitute in-office, face-to-face counseling sessions.

NOTE: Efforts to cancel appointments in accordance with the cancellation policy (greater than 24 hours), **if recorded /verifiable**, will be honored even if the provider fails to *retrieve* the message within the timeframe. A client notifying the provider **at** or **after** the start time of the session that s/he is unable to attend will result in a "no show" fee, NOT a cancellation fee (see Fee Schedule).

## Provider Contacting the Client

Please provide ONLY the methods by which you APPROVE the provider, or representatives for this provider (administrative worker, intern, supervisee, emergency designee\*), to use to contact you. Keep in mind the limits of confidentiality such as described in this document:

**E-Mail** \_\_\_\_\_ **Mobile #** \_\_\_\_\_ **Home #** \_\_\_\_\_

Do you give permission for this provider, or representatives for this provider to leave a voicemail message if you are unavailable?  YES  NO

*\*NOTE: Anyone who would contact clients on behalf of this provider will have signed a contract with this provider to protect client confidentiality, and act in accordance to ethics, standards, and/or laws regulating such agreements.*

## Coordination of Care

This provider requests permission to communicate with other providers (including psychiatrists, other psychotherapists, or other prescribers of psychotropic medications) rendering mental health services to a client, as well as an emergency contact. This request is optional and for coordination of care purposes but refusing to consent may result in this provider referring the client for treatment by another provider. Clients have the right to revoke this authorization but must do so by means of a written and signed notice delivered personally, or mailed to 4268 Cahaba Heights Ct, Ste 112, Birmingham, AL 35243

Provider name and contact info: \_\_\_\_\_

Provider name and contact info: \_\_\_\_\_

EMERGENCY contact name and info: \_\_\_\_\_

## Consent to Counseling

My/Our signature(s) below indicates I/we have a) read and understood this Agreement, b) reviewed the Privacy Policy, and c) agree to the terms.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Other Signature \_\_\_\_\_ Date \_\_\_\_\_

Provider Signature \_\_\_\_\_ Date \_\_\_\_\_



## Fee Schedule

As of March 1, 2022

<i>Clinical Services</i>	<i>Duration, if applicable</i>	<i>CPT Code, if applicable</i>	<i>Price</i>
Initial Intake	45+ minutes	90791	\$165.00
Individual Session	53+ minutes	90837	\$145.00
Individual Session	38+ minutes	90834	\$115.00
Individual Session	16+ minutes	90832	\$85.00
Family/Couples Session	50+ minutes	90847	\$155.00
Group Therapy	45+ minutes	90853	\$60.00
Crisis	First 60 minutes	90839	\$145.00
Crisis Add-On	Every 30 minutes	90840	\$70.00
<i>Other Professional Services</i>	<i>Duration</i>	<i>Units</i>	<i>Price</i>
Phone Calls with clients	9+ minutes	Billed per 9 min. unit	\$20.00
Letters for clients	9+ minutes	Billed per 9 min. unit	\$25.00
Case review (including but not limited to: review of/ copying client records, preparation for and participation in legal proceedings such as depositions and testimonies, wait times on-site, etc.)	60 minutes	Per hour	\$330.00
Reimbursement of expenses involving a legal matter with a client, including, but not limited to: provider's travel, lawyer fees, etc.	N/A	N/A	All expenses
<i>Attendance Issues</i>	<i>Categories</i>		<i>Price*</i>
Appointment Cancellation	More than 24h notice		\$0.00
Appointment Cancellation (notifying provider before start time of the appointment, or leaving after the start time but before the clinician receives them <i>without leaving a message</i> )	Prior to appointment and less than 24h notice	*	\$35.00
Did not show for appointment (or notify at/after appt. time, or spent less than 16 minutes face-to-face with provider)	First offense	*	\$60.00
Did not show for appointment (or notify at/after appt. time)	Second consec. offense	*	\$145.00

\* Inclement weather, natural disasters, or documentation of a personal emergency such as illness, hospitalization, etc. preventing a client's attendance of a scheduled appointment would be taken into account to waive/credit attendance fee.

**I understand the above conditions, and will abide by the Fee Schedule:**

\_\_\_\_\_  
Client(s) Signature

\_\_\_\_\_  
Date