

Miller Counseling and Consulting Associates S-Corp

Neurofeedbackaz.com

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Welcome to my counseling practice. A counseling situation offers a unique relationship between the two of us. In order to start our relationship, I have put together this document to ensure that there are no misunderstandings about the various aspects of counseling and psychotherapy. My paperwork will be updated periodically to ensure best practices, address discrepancies, or to integrate new changes. We are a small group practice that employs Neurofeedback Technicians and Associates or Independently Licensed Clinicians.

Background: I am a Licensed Substance Abuse Counselor and a Licensed Clinical Social Worker in an independent private counseling and consultation practice. I am licensed by the Arizona Board of Behavioral Health Examiners and the Missouri and California Board of Behavioral Health. I am trained in mental health, substance/addictions, and trauma. Often times, therefore, I can help with the interplay between addictions, trauma, or mental health symptom. I work with depression, anxiety, panic attacks, defense mechanisms, substance addictions, behavioral addictions, trauma, PTSD, self-esteem, adoption issues, infertility, confidence issues, anger issues, attachment issues, codependency, childhood issues, breaking "bad" habits, stress, life balance struggles, communication, 12-step community guidance/coaching, recovery coaching, locating resources, planning for recovery(relapse), interventions, performance issues, sleep, confidence issues for workplace/executives, grief, relationship issues, neurofeedback services and personal development. I am a certified Life Coach, an EMDR trained clinician, an Internal Family System Therapist, a certified Somatic Experiencing Practitioner/Assistant for Somatic Experiencing Trainings, a Neurofeedback Clinician and an interventionist.

Scholarships, General Admission: I rent several offices and there are other renters or clinicians/treatment centers in the same complex, but I am separate from these services completely. I do ask for releases of information if you are sent by a treatment center or community group especially if payment is coming as a scholarship or if a third party is paying for services, I ask for a basic release to communicate. If you are coming to counseling due to being awarded a scholarship, I do not know any details related to scholarships/awards. For all practical purposes, how a client is paying is the responsibility of the client. I have accepted scholarships from non-profits or churches as payment but I always want you to have the right to work with another provider if I am not a fit-it shall not mean I am the only fit. I am not responsible for support groups, 12-Step meetings, or treatment center staff members other than in my own small office of professionals. To help with our relationship, I am your individual counselor. Your scholarships may have restrictions that you must follow. You may always

stop your scholarship and private pay services or seek another professional. I hope to stay out of the contractual pieces of your payees. This also includes special insurance arrangements as well.

<u>Substance Use Licensure</u>: Due to being trained in substance addictions, if a client is reporting current substance use/addictions or concerns or are in recovery, I may discuss topics such as relapse prevention planning, explore triggers, explore use of current substances or medications for accountability plans (not to be confused with me "being a medical provider"), and I may ask questions regarding stability, physical appearance, psychiatric concerns, or use other substance use assessment skills. I may request a client attend a different provider such as an Addictionologist or create an accountability plan if they are on prescribed medication that have addictive potential if they have substance addictions. These practices are not intended to embarrass a client but to help ensure their safety and sobriety with best practices.

Neurofeedback: We employ cutting edge non-invasive qEEG Brain mapping and Bio/Neurofeedback for those clients requesting services. They are looked at as a separate service just like if you added acupuncture or another modality. Brain Maps are a great tool to add data to your case (and also interesting) but not meant to take the place of a mental health diagnostician or client's own experience. Brain Maps are compared against a data base and can show the likelihood of patterns such as depression or anxiety against a data base of 100s of thousands of participants. Neurofeedback is the training that happens afterward and is not considered treatment or therapy, but is officially referred to as training. Using software, games, or techniques to help improve the brains natural neuroplasticity. A wonderful tool and can be added or integrated into therapy. Brain Map is the initial test.

Neurofeedback is the training usually done in 10 session packages. Check out Neurofeedbackaz.com for further information. We are both in active certification programs for the Board of Neurofeedback and use only equipment that is registered to graduate level or higher centers.

<u>Services Provided</u>: I offer general counseling, assessments, evaluations, planning sessions, life coaching, executive coaching, recovery coaching, psychotherapy, EMDR, FSAP, Somatic Experiencing, hypnosis, education, couples counseling, and family counseling sessions, and I work with tweens, adolescents, and adults. I also offer intensives for 1-7 days which include customized plans for individuals, couples, or families on trauma, family dynamics, and customized sessions. I can also provide interventions. Clients of course may request services, but the therapist may always reserve the right to maintain professional judgement about the appropriateness of services.

<u>Treatment Processes and Rights:</u> Your counseling will begin with one to three sessions devoted to an intake/initial assessment so that I can get a good understanding of the issues at hand, your background, and any other factors that may be relevant. When the initial intake is complete, we will discuss the ways to treat the problems that have brought you into counseling and or that you want to make progress with, then develop a treatment plan. Treatment Planning may take 1-2 sessions and you will be able to participate in treatment decisions, development, periodic review, and revision of this treatment plan. You also have the right to refuse any recommended treatments or to withdraw consent at any time and will have the right to know the consequences of such a refusal or withdrawal if any. You are always welcome to find another provider we only wish you the best journey. We do not work with two providers at the same time that provide the same services without a special situation.

Our Relationship: The client/counselor relationship is unique in that it is exclusively therapeutic. In other words, it is inappropriate for a client and a counselor to spend time together socially, bestow gifts, or have multiple relationships such as hiring a client. I cannot accept social medial "friend" requests with the exception of my designated private practice site(s). I cannot enter into any business deal or collaborative projects with clients if there is a risk of harm. I do volunteer as an alumni at a center in the community, for example, and there may be exceptions to attending public events if clients would not be harmed. Such exceptions would be discussed with clients, documented, and or staffed with a clinical supervisor to ensure appropriateness. The purpose of these boundaries is to ensure that you and I are clear in our roles for your treatment and that your confidentiality is maintained and that you do not have to be concerned about having to provide any undue responsibility to the relationship other than roles defined for a client. This helps create a safer space for clients in my opinion.

Employees, Supervision, and Confidentiality: We are a small group practice which employs associate level counselors under supervision also that are licensed and trained clinicians working toward independent licensure to practice which is a normal process for the counseling field. We have a talented team that employs neurofeedback technicians, and we have remote administrative support that services for our team that have access to some client.

<u>Grievance Procedure</u>: If there is ever a time when you believe that you have been treated unfairly or disrespectfully, please talk with me about the situation. It is never my intention to cause a problem for a client, but sometimes misunderstandings can inadvertently result in anger or hurt feelings. I want to address any issues that might get in the way of therapy as soon as possible. This includes administrative or financial issues. If you feel there is an issue you would like me to review, please write on any blank piece of paper or email me and title it "Grievance" and I will create a board of my peers to process the complaint and create any new policies or changes. I ask that we attempt to discuss verbally, first, any issues to practice healthy communication. You may choose to leave counseling services too if you do not feel I am a good fit or there is an issue you feel is not resolved. I wish only that you are happy with your counseling journey and process.

Availability of Services: My practice does not have the capability to respond immediately to counseling emergencies. True emergencies must be directed to 911 or community resource lines depending on the severity. A local hotline number service is BHR or Behavioral Health Response for 24-7 resources and crisis planning. Established clients with an urgent need to make contact can call my business cell but immediate response is not guaranteed. I am involved in trainings and training other counselors so there periods of time where I am not available. I also do short term work with intervention companies on contract which may take me out of the office for multiple days in a row. If you need a counselor that is readily available please let me know and I can refer you to the appropriate professional and I can also arrange for coverage if I am gone for work or vacation time. We can also discuss telehealth options as I do provide this service. High demand appointment times may be in high demand so there is no guarantee of a permanent appointment time. I reserve the right to limit my high demand appointment times to any particular client and to balance my workload across all client appointments each week.

<u>Telehealth Policy:</u> I provide telehealth services which may include telephone/audio calls or video conferencing. As a practitioner using telehealth, I am required to share any known limitations. There are confidentiality risks in using electronic communication and there is potential for technology failure. Clients are encouraged to be aware that when using telehealth there is strong potential for

confidentiality breaks and by signing this agreement, clients are understanding this risk. In the event I am not available to complete a telehealth call due to emergency, I will always provide you the name of a coverage person and recommend here in this document, searching psychologytoday.com for counselors in your area. In the event that a call is dropped or circumstances where we lose connection, we may need to switch to audio call, message one another if possible and reschedule if needed knowing you have the names of multiple counselors in your area on sites such as psychologytoday.com. When there is a need to identify clients such as with the use of internet, clients may be asked to provide date of birth, address, or copy of an ID card via email if appropriate. Mode of session, physical location of client during each session, and any other relevant issues will be documented in your file.

Privacy, Confidentiality, and Records: Ordinarily, all communications and records created in the process of counseling are held in strictest confidence. However, there are numerous exceptions to confidentiality defined in the state and federal statutes. The most common of these exceptions are when there is a real or potential life threat, death or emergency, when court issues a subpoena, or when child/elder abuse/neglect is involved. I also participate in a process where selected cases are discussed with other professional colleagues to facilitate my continued professional growth and for you to benefit from a variety of professional experts. While no identifying information is released in this consultation process, the dynamics of the problems may be discussed along with the treatment approaches and methods. It is important to be aware that I use several electronic tools in my practice, including computers and the internet, email, smart phones, fax machines, and telephones. I use these tools to store or communicate information about you and your treatment. While reasonable backup, security, and other safeguards are in the place, there is always some risk of inadvertent disclosure of information that comes with using these tools. By signing this informed consent, you agree to accept to accept the risk of disclosure that comes with tools that I use in my practice. During times when I am out of town or otherwise unavailable, I will typically have another licensed therapist on call for me or clients may contact a listing such as Psychology Today for a list of counselors in their area. I reserve the right to disclose confidential information to this on-call therapist to facilitate the coverage of your care in my absence. There are also numerous other circumstances when information may be released including but not limited to when disclosure is required by the Missouri, California, or Arizona Board of Behavioral Health Examiners, when a lawsuit is filed against me, to comply with worker compensation laws, to comply with the USA Patriot Act and to comply with other federal, state, local laws. It imperative that you read and understand the limits of privacy and confidentiality before you start treatment as listed above, please ask any questions regarding these practices.

Initials

Record Maintenance: In the event of my death, retirement, or incapacity, the records for my clients that are actively receiving services (seen within the last month) will be given one or more behavioral health professionals to facilitate the continuation of treatment or receive phone call on my behalf of my absence and to provide help with finding resources. Also, clients can search psychologytoday.com or any other therapist site for counselors in your area in the event I am unavailable for any reason. In such a situation, you have the right to continue treatment with this professional when appropriate, discontinue treatment, or ask for a referral. Records for my inactive clients will be handled by a records custodian which may be an individual or company. The custodian will be responsible for satisfying records requests and destroying records when the legal timeframes for records retention are satisfied.

If I ever notice confidential data missing, compromised, or someone attempting to access your records, I will notify clients verbally or it not possible, in writing.

Purpose, limitations, and risk of treatment: Counseling, like most endeavors in the helping professions, is not an exact science. While the ultimate purpose of counseling is to reduce your distress through the process of personal change, there are no guarantees that the treatment provided will be effective or useful. Moreover, the process of counseling usually involves working through tough personal issues that can result in some emotional or psychological pain for the client. Attempting to resolve issues that brought you into therapy may result in changes that were not originally intended. Psychotherapy could result in decisions about changing behaviors, employment, lifestyle, substance use patterns, schooling, housing, relationships or virtually any other area of your life. Sometimes a decision made by you could be seen by a family member or someone else in your life as a negative or uncomfortable. Change can be easy and swift or slow and frustrating as well. There is no guarantee psychotherapy will yield positive or specific results. In the case of marriage and family counseling, interpersonal conflict can increase. The potential for divorce is possible in marital counseling. Clinical hypnosis/meditations and EMDR or SE have few if any known side effects but there is the possibility of experiencing strong emotions and clients are encouraged to prepare for strong emotional reactions. It is also advised to not listen to hypnosis CDs while driving or under any situation requiring strong attention. Initials:

<u>Limits of Practice</u>: I reserve the right to refer another client to another therapist or appropriate resource at any time if the needs or desires of the client in therapy are not a good match for my skills, experience, or abilities. I do not have experience with custody cases/legal disputes and will not be the appropriate person if you are looking for recommendations on a case or expert legal witness services. I will gladly give referrals to other professionals. By signing this agreement, you are acknowledging that I will not be asked to provide time or representation for court cases. Although I share office space with other professionals, my practice is independent from them. They do not provide care or treatment for my clients and I do not provide care or treatment for their clients unless they have been professionally referred to my practice.

Financial: Payment is expected at the time service is rendered unless other arrangements have been made. By signing this document, you agree to pay for the services rendered and to run credit card(s) for the full fee. I reserve the right to change my fees with 30 days' notice and to use the 3rd party collections services, and to collect additional expenses accrued in collecting fees when necessary. You have the right to be informed of all fees and refund policies. Currently, counseling sessions are \$200 for 45-50 minutes. A counseling hour is 45 minutes face to face and 15 minutes for paperwork and billing separate from the session. Couples, Family Support, or General Family Sessions are 225.00 for 45 minutes because we have to use different paperwork and processes for these sessions. Experiential educational trauma and family day sessions are \$1,000 per day and include 5 hours of education, experiential activities, or role play. I reserve the right to use outside party services or personnel for billing or scheduling appointments. While it is my intention to provide assistance on behalf of clients, I do not accept most major insurances, so I am not required to provide any insurance documents. If there is an agreement to provide a receipt or superbill, please allow up to 30 days of processing time. I do not have the ability to process insurance disputes, make insurance phone calls, change codes, or fill out forms for clients. The provision of a superbill is a courtesy but not a requirement and in a proper time frame.

We also offer a unique cutting-edge services of Brain Mapping and Neurofeedback. Brain Mapping is and extensive assessment tool that takes a complete EEG reading of brain functioning and provides a detailed report for clients to describe brain deficits or cognitive issues and the fee is \$650 for a complete EEG of the brain and full report. Sessions are conducted by a Neurofeedback technician trained in this modality. We also do Neurofeedback training which is helpful for training the brain for cognitive flexibility, focus, memory, and attention. Our fees are \$200 per session for reading Brain Map reports as well as for Neurofeedback training sessions. Packages include discounts off 10 sessions at 10% for \$2,000.

<u>Insurance</u>: I currently do not accept insurance, but I can provide a billing invoice for out of network. I do not submit claims, participate in arbitration, place calls to insurance on your behalf. There are hundreds of different plans, plan options, and differences between plans so if you are looking for further information about your plan, I ask that each client needs to be responsible for their own insurance submissions and reimbursement options. You are still responsible for paying for sessions up front even if your insurance denies a claim. I will provide one invoice, but I cannot change coding, resubmit out of network claims, or talk to your insurance company. I am a private pay practice. Please allow 30 days for processing invoices, superbills, or other billing documents.

Refunds/Cancellations: Refunds are not made after the services have been rendered. Please discuss with me if you do have a concern. My late cancellation fee is the full price of the appointment. Late fees are due before any future counseling sessions. Appointments cancelled at the last minute are detrimental to my practice. PLEASE NOTIFY MY WITHIN 24 HOURS of a cancellation and a voicemail is all that is required. You may be billed for appointments you fail to cancel according to this policy. Repeated cancellations or appointments may result in termination of treatment. MAC counseling team also will apply a late fee of \$50 in cases where a client has an understandable cancellation. If clients have a true emergency or illness clients just need to leave a message.

______Initial

<u>Consent for evaluation and treatment:</u> Consent is hereby given for evaluation and treatment under the terms described in this consent document. I acknowledge that I have read a copy of this informed consent agreement. It is agreed that either of us may discontinue the evaluation and treatment at any time and that you are free to accept or reject the treatment provided. In the case of a minor child, I hereby affirm that I am a custodial parent or legal guardian of the child and that I authorize services for the child under this agreement.

Signatures

Signature:		Date:	
Signature:		Date:	
	Please Continue for Min	ors Only (Under 18)	

I do need proper documentation to support the legal custody agreements and will need a copy of the documentation prior to meeting with a minor:

Please check on of the following if you are a parent:

- o I am currently married to my child's birth parent
- I have sole custody of the child-Documentation is required
- I share custody with another parent/guardian-Both signatures required
- I have guardianship of the child-Documentation is required

Please check one of the following for minors and parents of minors:

- o I am able to make my own legal medical decisions (minor themselves)
- o I am currently married to my child's birth parent
- I have sole custody of the child -Documentation required
- o I share custody with another parent/guardian-Both signatures required
- I have guardianship of the child Documentation required

Please sign signature page and provide a copy of proper documentation to support the legal agreement for minors or persons who have medical guardians. Signature page required of each child assessing for counseling services.

Here is a Check List to make sure everything is completed before the assessment:

- Signature page completed
- Copy of Legal Forms
- Client Information provided (name/address/emergency contacts)