

EJ Millstone, MC LPC
4560 E. Broadway, Suite 223-Tucson, AZ 85711

Client Rights and Responsibilities
(effective June 6, 2009)

Your rights as a client include the following:

I. Confidentiality

With the exception of certain specific exceptions described below, you have the absolute right to the confidentiality of your therapy. I cannot and will not tell anyone else what you have told me, or even that you are in therapy with me without your prior written permission. I will always act so as to protect your privacy even if you do release me in writing to share information about you. You may direct me to share information with whomever you chose, and you can change your mind and revoke that permission at any time.

You are also protected under the provisions of the Federal Health Insurance Portability and Accountability Act (HIPAA). This law insures the confidentiality of all electronic transmission of information about you. Whenever I transmit information about you electronically (for example, sending bills or faxing information), it will be done with with special safeguards to insure confidentiality.

If you elect to communicate with me by email at some point in our work together, please be aware that email is not completely confidential. All emails are retained in the logs of your or my internet service provider. While under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. Any email I receive from you, and any responses that I send to you, will be printed out and kept in your treatment record.

The following are legal exceptions to your right to confidentiality:

1. If I have good reason to believe that you will harm another person, I must attempt to inform that person and warn them of your intentions. I must also contact the police and ask them to protect your intended victim.
2. If I have good reason to believe that you are abusing or neglecting a child or vulnerable adult, or if you give me information about someone else who is doing this, I must inform Child Protective Services within 48 hours and Adult Protective Services immediately.
3. If I believe that you are in imminent danger of harming yourself, I may legally

break confidentiality and call the police or the crisis team at Southern Arizona Mental Health Center. I would explore all other options with you before I took this step. If at that point you were unwilling to take steps to guarantee your safety, I would call the crisis team.

The next is not a legal exception to your confidentiality. However, it is a policy you should be aware of if you are in *couples therapy with me*.

If you and your partner decide to have some individual sessions as part of the couples therapy, what you say in those individual sessions will be considered to be a part of the couples therapy, and can and probably will be discussed in our joint sessions. *Do not tell me anything you wish kept secret from your partner*. I will remind you of this policy before beginning such individual sessions.

II. Record-keeping.

I keep very brief records, noting only that you have been here, what interventions happened in session, and the topics we discussed. You have the right to a copy of your file. *I require 30 days written notice for such a request*. You have the right to request that I correct any errors in your file. You have the right to request that I make a copy of your file available to any other health care provider at your written request, again requiring 30 days notice. I maintain your records in a secure location that cannot be accessed by anyone else.

III. Diagnoses

If a third party such as an insurance company is paying for part of your bill, I am normally required to give a diagnosis to that third party in order to be paid. Diagnoses are technical terms that describe the nature of your problems and something about whether they are short-term or long-term problems. If I do use a diagnosis, I will discuss it with you. All of the diagnoses come from a book titled the *DSM-IV*; I have a copy in my office and will be glad to let you read it and learn more about what it says about your diagnosis.

IV. Treatment Refusal and Referral

You have a right to refuse treatment from me at any time, and may end therapy at any time you chose. At that time, payment to me must be made in full. In the event you need a referral to another health care professional, I will make that referral for you. You will be aware of any necessary referral and the reason for that referral.

V. Discrimination

You will not be discriminated against based on age, race, gender identity, religion, nationality, sexual orientation, physical limitation or any other reason I can think of. There may be some times in which we are not a good “fit” as counselor and client. In those cases, I will refer you to another professional, and you will be aware of this referral.

VI. Grievance Procedure

If you feel your rights as stated in this document have been violated, please employ the following steps:

1. A client (or guardian) who has a concern or grievance may meet with me and discuss the nature of his/her concern. The result of this meeting will be documented.
2. If resolution is not obtained at this initial step, the client (or parent/guardian) may request a referral for services from another provider within the community. Results of the referral will be documented.
3. If the grievance remains unsolved after step 3, then the client (or parent/guardian) may further opt to contact the Arizona Board of Behavioral Health Examiners at (602) 542-1882 or online at <http://www.bbhe.state.az.us>.

Your responsibilities as a client include understanding the following:

I. How I approach treatment.

My training is in the Motivational Interviewing and Cognitive-Behavioral styles of therapy. This means treatment is generally brief and goal-oriented. I work with your goals for change and growth. I also employ techniques of mindfulness, meditation, and other “non-traditional” forms of therapy, because I believe they work. In between sessions, you will likely be asked to do some practice of meditation or mindful daily living, emotion or behavior tracking, or some other form of “homework.” Wellness extends past the session and into your daily life.

II. Therapy can be painful

Therapy also has potential emotional risks. Approaching feelings or thoughts that you have tried not to think about for a long time may be painful. Making changes in your beliefs or behaviors can be scary, and sometimes disruptive to the relationships you already have. You may find your relationship with me to be a source of strong feelings, some of them painful at times. It is important that you consider carefully whether these risks are worth the benefits to you of changing. Most people who take these risks find that therapy is helpful.

III. Treatment Planning

You and I will develop a treatment plan. A treatment plan includes those goals you wish to achieve during counseling, and how we together think you might meet those goals. You have a right to a copy of your treatment plan, and will participate in the creation and review of that plan.

IV. Payment

The fee for service is \$80/hour served. Upon request and with counselor's agreement, you may chose to take advantage of the sliding scale fee, between \$80-\$40 per session in \$5 increments. Please decide based on your ability to pay and your commitment to wellness. If for any reason you cannot or refuse to pay any and all payments for services rendered and/or fees, I must suspend counseling until such time as you can resume payment. I do not allow you to “run a bill.” If you continue to deny payment, I reserve the right to turn your bill over to a collection agency.

If you provide 24 hours notice of appointment cancellation, there is no charge for service. However, if you miss your appointment without proper notice, you will be charged a \$80 fee, except in cases of medical emergency or when agreed upon by counselor.

Payment of the exact amount is required at time of service. Cash or personal checks are accepted, no credit cards accepted. Overpayment will be credited toward your next appointment. If a personal check is returned as Non Sufficient Funds, a \$21 fee will be assessed, and any and all outstanding balances must be paid prior to services continuing.

If you are using insurance, your co-pay is expected at time of service. If your claim for insurance coverage is denied, I will charge you my usual rate (including the sliding scale fee if you prefer).

In general, if you have issues with payment or services, please discuss them with me. Most of the time, an arrangement can be worked out.

If you have any questions about your rights and responsibilities as a client, please do not hesitate to call me at (520) 241-1950 or discuss them in person. I look forward to working with you.