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### **WELCOME & SERVICES OFFERED**

Welcome to Silver Linings Counseling, PLLC! We are a group of caring licensed mental health providers who collaborate with our clients to improve functioning and decrease symptoms. To meet this goal, Silver Linings Counseling, PLLC offers an array of mental health services. These services include: individual counseling/psychotherapy, group therapy, couples/family counseling, and psychological testing/assessment. Your clinician will provide you with a detailed description of the nature of services available. Medication evaluations and medication management services are not offered and clients are encouraged to consult their primary care physician and/or a psychiatric provider to learn more about psychopharmacological treatment options. Referrals for possible prescribers are available upon request.

For many, the decision to enter into a therapeutic relationship with a mental health provider can be scary. It is normal to have many questions and we encourage you to ask your clinician any questions you may have about your care or the policies of the agency. It may be helpful to know that a typical initial appointment lasts between 45 to 55 minutes. In a typical initial appointment, your clinician will review general information (such as confidentiality and payment policies), provide you with an opportunity to ask questions, invite you to share about yourself and the concerns that led you to schedule this appointment, and ask you questions about your history and current functioning. Subsequent sessions typically last 45 to 55 minutes; however, this may vary depending on what you and your clinician feel is best for you.

### **CLIENT RIGHTS & RESPONSIBILITIES**

- You have the right to receive services from qualified professionals who adhere to their respective ethical codes and who comply with state and federal laws.
- You have the right to privacy and confidentiality regarding the service you receive. All information about you and your treatment, whether written or verbal, is protected under federal and state laws, including the HIPAA Privacy Act.
- You have the right to informed consent regarding services and a right to ask questions and receive honest responses to help you make decisions regarding your care.
- You have a right to receive treatment recommendations and to have those recommendations explained to you, including possible outcomes of participating in and refusing treatment.
- You have a right and a responsibility to actively collaborate with your clinician(s) regarding coordination of care and treatment planning at every stage.

- You have a right to refuse services at any time. You have a right to withdraw your consent to receive services and discontinue treatment at any time.
- You have the right to express any concerns or complaints regarding the services you receive.
- You have the responsibility to be present and timely to your appointments. Arriving more than 10 minutes late may result in your appointment being cancelled and rescheduled. You may be charged up to \$125 for appointments that are cancelled due to late arrival. You may cancel any appointment but must do so at least 24 hours in advance. With the exception of emergency situations, you may be charged a practice fee of up to \$125 for each cancellation that occurs with less than a 24 hour notice and up to \$125 for each scheduled appointment that you fail to attend. Because insurance companies and other third-party payers do not cover missed appointments, you will be personally responsible for costs incurred due to late cancellation of or failure to attend scheduled appointments.
- You are responsible for knowing and understanding your insurance benefits. While insurance benefits may be checked as a courtesy, you are ultimately responsible for knowing your insurance benefits and Silver Linings Counseling cannot guarantee benefits or coverage of services. In the event that your insurance company declines to pay for care, you as the client are responsible for any charges related to provision of care. You are encouraged to contact your insurance provider to learn more about your benefits.
- You are responsible for maintaining contact with your clinician. Your file will be closed following 60 days of inactivity, unless other arrangements have been made. You may resume treatment at any time; however, you may be required to complete a new initial appointment depending on how long it has been since your last appointment.
- You have the right to know we may call law enforcement if someone comes to the practice under the influence of drugs or alcohol and tries to leave the practice by driving a motor vehicle.
- You have the right to know that no clinician or member of our staff is allowed to date or have a personal relationship with current or former clients of the practice.
- You have the right to know that staff and therapists are typically not allowed to accept gifts from clients of the practice, nor are they permitted to enter into any business relationships with past or current clients.
- You have a right to know that when a minor is identified as the client, both parents are typically encouraged to participate in the treatment process.
- You have the responsibility to conduct yourself in a non-disruptive and non-aggressive manner while on the premises. Emergency responders will be contacted if necessary.

### **CONFIDENTIALITY**

Federal and State laws protect the privacy of communications between a client and a clinician. In most situations, release of information about your services/treatment to others can only be done if you sign a written Authorization to Release that meets certain legal requirements. However, there are limits to confidentiality, such as if you intend to harm yourself or others. Information about privacy and limits to confidentiality will be provided by your primary clinician in the *Notice of*

Privacy Practices. STATE LAW REQUIRES REPORTING OF SUSPECTED CHILD ABUSE/NEGLECT, ELDER ABUSE, AS WELL AS ABUSE TO VULNERABLE ADULTS.

### **IDENTIFYING INFORMATION**

Silver Linings Counseling, PLLC complies with the HIPAA standards. It is important for you to know that your identifying information will be shared with certain companies that provide services for Silver Linings Counseling, PLLC. Specifically, to facilitate receipt of payment from third party payers and aid in account management, your contact information, insurance information, diagnosis, etc. will be provided to a billing company who is also HIPAA compliant. Only information necessary for submitting for financial purposes will be made available to the billing company. Identifying information or client records may also be reviewed in the case of an insurance audit or as part of a credentialing process or accessible to companies with which Silver Linings Counseling, PLLC is affiliated for specific purposes (e.g., electronic medical record maintenance).

### **FINANCIAL RESPONSIBILITY**

You are expected to pay for service at the time it is rendered, unless we agree otherwise or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be agreed to when requested. A fee adjustment or a payment installment plan may be negotiated with your therapist in circumstances of unusual financial hardship. All clients will be informed of payment fee schedules prior to rendering services. Although we are likely to inform you of your insurance deductible and co-pays (if any), you are ultimately responsible for knowing this information and for paying both in full. A \$50 charge may be required for returned checks. You may be charged up to \$35.00 if you request records to be sent out. If your client balance exceeds \$200.00 service may be suspended, and you will be offered a referral to another clinic where you will be able to continue your treatment.

If your account has not been paid for more than 90 days and arrangements for payment have not been agreed upon, legal action may be used to secure payment. This may involve hiring a collection agency or going through small claims court, which will require disclosure of otherwise confidential information. In most collection situations, the only information released regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its cost will be included in the claim.

Upon request, you will be provided with the name and contact information of the current billing company utilized by Silver Linings Counseling, PLLC. Silver Linings Counseling, PLLC may, without notice, opt to end its agreement with the current billing company and enter into an agreement with an alternative company. In such situations, clients will be provided with the name and contact information for the new billing company upon request.

### **COORDINATION OF CARE**

The best care is typically provided by you, your mental health provider(s), and your medical provider(s) working together. As such, we routinely request your permission to inform your Primary Care Physician and/or Psychiatrist that you are receiving services at Silver Linings Counseling, PLLC. Unless otherwise required by your insurance company, you have the right to decline coordination of your care in part or whole.

**RECORD KEEPING**

Your provider(s) will keep records of services provided as well as your treatment goals and treatment plan. These records are kept to ensure a direction to your sessions and continuity in service. They will not be shared except with respect to the limits to confidentiality discussed in the Confidentiality section. Should you wish to have your or your child's records released, you are required to sign a release of information which specifies what information is to be released and to whom the information should be released. Records will be kept for at least 7 years but may be kept for longer. Records will be maintained using an electronic medical records system. In certain circumstances, such as when psychological testing is provided, additional paper files may also be maintained for a limited period of time. When maintained, paper files are secured in a locked filing cabinet.

**OPERATIONS**

Appointment dates and times may be arranged with your treating clinician. In emergencies, you can contact or go (if able) to the nearest crisis center (Macomb County Crisis Center at 586-307-9100; Oakland Crisis Center at 248-456-0909). You may also contact the nearest emergency room. Silver Linings Counseling, PLLC is a non-smoking environment. Illicit drugs, alcohol, and weapons are not allowed on the premises. Persons in possession of any of these will be asked to leave immediately.

**TREATMENT OF MINORS**

Parents or legal guardians of minor clients who are not emancipated may be allowed by law to examine the minor's treatment records. Clients over the age of 14 may consent to and may control access to information pertaining to their mental health treatment; however, this treatment may not extend beyond 12 sessions or 4 months. The same limits to confidentiality, as described above, apply to minors.

My initials on each page and signature below indicate my understanding of my rights and responsibilities regarding my treatment with therapists at Silver Linings Counseling, as well as my acknowledgement of receipt of the Notice of Privacy Practices.

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

Client Printed: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Printed: \_\_\_\_\_

**If applicable,**

Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian Printed: \_\_\_\_\_