

FRESH START COUNSELING SERVICES, LLC

Client Rights and Responsibilities

Informed Consent

Thank you for choosing Cindy Swain, MSW, LCSW at Fresh Start Counseling Services, LLC. Today's appointment will take approximately 45-50 minutes. I realize that starting counseling is a major decision and you may have many questions. This document is intended to inform you of my policies, state and federal laws and your rights. If you have other questions or concerns, please ask and I will try my best to give you all the information you need.

Who is behind Fresh Start Counseling Services, LLC? My name is Cindy Swain, owner of Fresh Start Counseling Services, LLC and I am a Master's level Social Worker licensed in the State of Florida as a Licensed Clinical Social Worker (LCSW). We are located in the Feather Sound area of Clearwater in The Centre's professional office building.

What does the counseling process involve and what services does Fresh Start Counseling Services, LLC provide? Fresh Start Counseling Services, LLC provides counseling services primarily to adults in the form of individual therapy and couples therapy. Group therapy is also offered as client need arises. Counseling by its very nature, involves change and growth. People come to the counseling process for a number of reasons: they are ready to make some important change in their lives; some change has been imposed upon them; they may be grieving over any number of issues including what they once had and no longer do. Often times it is helpful to seek out a knowledgeable, trusted, objective professional to help offer support, comfort and guidance to maneuver through the challenges that life throws in our path.

Are Fresh Start Counseling Services, LLC confidential?

No information regarding you or your problem can be released to anyone without your express written consent. If you request we contact someone on your behalf, you must complete an informed consent release. State and federal laws, however, mandate that in cases of child abuse, elderly abuse, or when a person may be a threat to his or someone else's safety, the counselor must notify the proper authorities. We will make every effort to inform you, barring an emergency, of the necessity for mandated disclosure. Fresh Start Counseling Services, LLC must also release records if ordered to do so by a court of law. It is our intention to assert privileged communication if we are ordered to appear in court. Also if you request that we submit claims on your behalf to your insurance carrier/provider, we will have to submit certain information about you in order to receive payment for services. Information can include identifying information, your mental health diagnosis, records, or reports to determine eligibility and to secure payment. Please be aware, any diagnosis provided to your insurance and/or managed care company will become a permanent part of your medical records and could have future implications. Of course, we work on a Fee-For-Service basis as well, which is the only way to receive therapy and maintain the highest level of confidentiality since there are no insurance forms submitted. Disclosure might additionally occur should we deem it necessary to seek professional case consultation in treatment, protecting the personal identity of the client.

What are the counselor's responsibilities to you as a client? I am responsible for working with you to define the problems that concern you as fully as possible. This process is started by completing a general history or assessment. Through this assessment, we will determine an approach to the problem, be it short-term solution focused therapy or longer term therapy. I will provide you with honest information about the nature of your particular problems and recommend treatment alternatives based on what is most likely the best outcome. If your particular issue is beyond my area of expertise, I have an ethical obligation to refer you to a more appropriate provider who can assist you in achieving the results you desire. The final decision on what to do is up to you. Please be aware that counseling is not an exact science and the effects are not precise or guaranteed. By signing, you acknowledge no guarantees have been made to you regarding results of treatment. While there are no guarantees in counseling, I have found that counseling is most effective when my clients are actively engaged in the process. During our sessions, I will guide and encourage you and provide you with objectivity and a non-judgmental, supportive atmosphere.

My further responsibilities are to adhere to the ethical guidelines of my Social Work profession. I am a Professional Member of the National Association of Social Workers (NASW) and adhere to the NASW Code of Ethics and Ethical Principles. If you'd like, a copy of the Code of Ethics will be provided.

What are your responsibilities as a client? The counseling process is most likely to produce results if you are willing to look at your own behavior, are honest, and are willing to act on what is learned in counseling. Change oftentimes involves letting go of things that are familiar in order to make room for new possibilities in life to begin. It is often not without risk, energy and effort; there may in fact be some emotional pain involved in the process. You may be faced with emotions and feelings that are new to you or that are uncomfortable. This can be expected. You are seen as a partner in this learning, healing and growing endeavor. You have the right to say no to any recommendations or approaches that are offered to you. In addition, you also have the right to decide how long you want to make use of counseling services and to terminate the therapeutic relationship at any time you desire; hopefully it will be after your treatment goals have been successfully met. If you decide to terminate service, your decision will be respected. We ask that you would please make this known directly to your clinician.

You are responsible for setting and keeping appointments. Please provide as much notice as possible if an appointment is going to be missed. Other than a genuine emergency or illness, you will be billed for missed appointments unless you notify me 48 hours in advance. Clients who do not show up for an appointment or who cancel with less than 48 hours notice will be charged a \$50.00 fee. Generally, failure to notify is considered lack of involvement in the counseling process and you will be asked to transfer your care to another provider after two missed or three late cancelled appointments.

Other Items

Financial Policy: If you are using insurance or a managed care provider, and if I am a provider on that panel, I will be happy to submit claims for services rendered. You will be responsible for any co-pays due at the time services are rendered. Although we do our best to bill insurance companies, this does not guarantee claims will be paid. You are responsible for any and all unpaid balances not covered by the insurance company. Benefits quoted by the insurance company are never necessarily without error. Any information obtained by Fresh Start Counseling Services, LLC about your insurance is not a guarantee of your financial responsibility. You will agree to pay for services not covered by your insurance company. You are responsible for obtaining a pre-authorization or referral if your insurance company requires one; if you do not receive authorization, your insurance company may not pay the claim which will result in your having to pay the amount of services provided. Payment or co-payment is expected at the time services are rendered. Any balance overdue more than 30 days will be subject to a \$25.00 late fee per month. You will agree to pay the cost of any delinquent bill, including attorney's fees. You understand that by signing your account may be sent to a collection agency or court if fees are not paid in a timely fashion. If such action becomes necessary, you will be informed of such intent and will be given an opportunity to settle the balance. If such action becomes necessary, only information to secure payment will be released. There is currently a \$40.00 fee for any checks returned by the bank. For fee-for-service, or private pay clients, my current rate is \$125.00 per clinical hour.

Complaints: I am licensed as an LCSW – Licensed Clinical Social Worker, in the State of Florida. Any complaints or questions about the counseling services I offer can be directed to the Department of Health, Board of Clinical Social Work, Marriage and Family Therapy and Mental Health Counseling.

Phone Calls: Generally I do not encourage phone calls between sessions. I support my clients in trusting themselves and their ability to handle day-to-day situations that may arise in-between sessions. We can usually address most issues at our next session. If however, an emergent need arises, of course I am available for calls between sessions. If there are excessive calls, there may be a charge imposed, pro-rated and billed accordingly based on my hourly rate of \$125.00.

Emergency Situations: Should a true emergency or crisis arise, the client is advised to seek help at the nearest emergency room, and/or call 911 for assistance. For a non-life threatening emergency, client may also call clinicians number at 727-571-3737. If clinician does not answer call, leave a message. If call is not returned within 30 minutes, leave a second message. If for some reason the clinician cannot be reached, contact or visit the nearest emergency room or 911 for assistance.

Fresh Start Counseling Services, LLC
The Centre's; 3001 Executive Drive #116
Clearwater, FL 33762

Cindy Swain, LCSW
Office: 727-571-FRESH (3737)
Fax: 727-556-0704

Coordination of Treatment: If you would like for us to contact your Primary Care Physician and/or Psychiatrist that you are in therapy with our practice, please indicate your preference here: _____YES _____NO. If yes, we will ask that you sign a release of information for us to disclose that information.

My goal is a positive, helpful experience for you at FRESH START COUNSELING SERVICES, LLC. Feel free to discuss any problems or concerns you have as we value your confidence and your suggestions to improve services offered.

CONSENT FOR COUNSELING – I/We, _____ have read and understand the information contained on this form as well as the Notice of Privacy Practices. I/We, release and hold harmless the counselor and agents from any action or liability arising out of my participation. I/We voluntarily agree to participate in counseling and/or consent to the participation of my/our minor child/children.

Signature of Client	Date	Witness	Date
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