Ocean's Crest Counseling Center, PLLC

Notice of Client Rights, Responsibilities, and Privacy Practices

This document summarizes your rights and responsibilities as a client of Ocean's Crest Counseling Center, PLLC. Please take a moment to review this information. If you have any questions, please do not hesitate to ask. A copy of this document can be made for your records upon request.

Client Rights

- You have the right to confidentiality of your personal and treatment related information.
- You have the right to care that is coordinated with your other health care providers. This will only occur if there is a signed release of information stating that Ocean's Crest Counseling Center, PLLC can collaborate with these individuals.
- You have a right to privacy, security, and respect for property.
- You have the right to be protected from abuse, neglect, exploitation, or humiliation. You have the right to contact Disability Rights North Carolina.
 - Disability Rights North Carolina Toll-Free: 877-235-4210 Phone: 919-856-2195 TTY: 888-268-5535 Fax: (919) 856-2244 Email: <u>info@disabilityrightsnc.org</u> Mailing Address: 2626 Glenwood Avenue, Suite 550, Raleigh, NC 27608
- You have the right to be free from retaliation for making complaints or reports over suspected abuse, neglect, or exploitation.
- You have the right to have access to, review, and obtain copies of pertinent information needed to make decisions regarding treatment/services. You have a right to an individualized written treatment plan.
- You have the right to make informed consent, to refuse care, and to express choices and preferences
 regarding your participation in your treatment to the extent permitted by law.
- You have the right to access or obtain a referral to legal representation.
- You have the right to access self-help, support, and advocacy services.
- You have the right to investigation and resolution of complaints and alleged infringement upon your rights. You have the right to a grievance procedure that includes the right to: make complaints, be informed of decisions in response to complaints, and be informed of procedures to appeal decisions. Complaints / grievances may be made verbally or in writing to Nicole Wagoner. These will be reviewed and a response will be provided within 2 weeks.
- You have the right to receive treatment in the least restrictive environment.
- You have the right to adequate and humane care.
- You have the right to evidence-based information about alternative treatment/services.
- You have the right to information about the cost of services that will be billed to your insurance carrier(s) or to you directly.
- You have the right to access to 24-hour crisis intervention. To access crisis services, call Nicole Wagoner at 910.759.5959. You may also call mobile crisis at 1-844-709-4097 or 1-866-437-1821. If you are experiencing a medical emergency, please dial 911 or visit your closest emergency room.
- You have the right to equal access to treatment / services regardless of race, ethnicity, gender, age, sexual orientation, or source of payment. You have a right to medical care and habilitation regardless of your degree of disability.

Client Responsibilities

• You have the responsibility to provide accurate information to your treating clinician(s).

- You have the responsibility to provide us contact information for a person you would like us to contact in the event of an emergency.
- You have the responsibility to let your clinician(s) know if you understand the treatment and what is expected of you.
- You have the responsibility to inform us if there are any changes in your insurance, contact information, or health status.
- You have the responsibility to pay any balances owed for fees or copayments at the time of service. If you are unable to make these payments, we will create a payment plan.
- You have the responsibility to be considerate of the rights or other individuals receiving services within the office building of Ocean's Crest Counseling Center, PLLC.
- You have the responsibility to be a part of your child's treatment plan, including follow up care. This includes keeping appointments on time and notifying the provider 24 hours prior to the scheduled session. Missing 2 scheduled appointments without notifying Ocean's Crest Counseling Center, PLLC in advance could result in restricted scheduling of future appointments.
- You have the responsibility to report recommendations, questions, or concerns about your treatment to your provider.
- Participation in illegal or disruptive behavior on Ocean's Crest Counseling Center, PLLC property is prohibited. Any threat or act of violence directed towards any other individual on the premise is grounds for immediate discharge from services at Ocean's Crest Counseling Center, PLLC.
- Weapons Prohibited: All persons who enter these premises are restricted from carrying a handgun, firearm, or prohibited weapon of any kind regardless of whether the person is licensed to carry a handgun or not. Prohibited weapons include any form of weapon or explosive restricted under local, state, or federal regulation including all firearms, illegal knives, or other weapons covered by the law. Violations will result in discharge from Ocean's Crest Counseling Center, PLLC.
- Ocean's Crest Counseling Center, PLLC and therapists are not responsible for any personal loss, theft, or damage of personal property.

Exceptions to Confidentiality

- When there is a clear and present danger to harm one's self or another identified individual
- When there is suspicion of physical abuse, neglect, maltreatment
- When a pregnant individual is partaking in illegal drugs
- When there is a court order
- When a parent requests access to their child's record
- Therapists are required by law to report child/adult abuse.

Children in Therapy (if applicable)

- It is our goal to provide a trusting and confidential environment for your child to open up in therapy. Therapists will provide a brief, general information of the treatment status. You will be notified if your child is at serious risk (therapist's discretion).
- Ocean's Crest Counseling Center, PLLC and its therapists do not make recommendations regarding custody cases.

Appointment and Cancellation Policy

- If an appointment is canceled less than 24-hours prior to the scheduled appointment, a \$60 fee will automatically be charged to the Credit Card on file for this time.
- If an appointment is scheduled and you do not call to cancel (no call, no show exceeding 15 mins.), a \$60 fee will automatically be charged to the Credit Card on file for this time.
- Illness and emergencies are excluded from the \$60 fee.

• More than 3 missed appointments, the therapist has the right to discharge from services and will make a referral to another provider.

Communication Methods

- I recognize that text messages, emails, voice messages, and phone calls are not always confidential.
- If you choose to communicate with Ocean's Crest Counseling Center, PLLC and any of its therapists through the means mentioned above you recognize that they are not HIPPA compliant.

Teletherapy

- Teletherapy sessions are approved through some insurance providers.
- These are available if requested at the time of scheduling an appointment.
- The platform that is used for teletherapy sessions is through Simple Practice (Simple Practice app)

Release of Information

- No information can be shared with other providers or individuals, unless a release of information is signed.
- You have the right to notify Ocean's Crest Counseling Center, PLLC in the event you would like a signed release of information revoked.

Billing/Payment Policy

- Co-payments will be collected at the beginning of the session.
- Ocean's Crest Counseling Center reserves the right to charge the credit card for any unpaid balances.
- It is your responsibility to find out your co-pay prior to session so there are no unexpected payments that will be owed.
- You understand that you are responsible for payment of the services rendered by Ocean's Crest Counseling Center, PLLC and it's therapists.
- By initialing this section, you are consenting Ocean's Crest Counseling Center, PLLC and it's
 associated therapists to release information necessary for insurance reimbursement to your insurance
 provider, third party payer, MCO, and/or therapist billing services.
- You understand that records are kept and claims submitted through EMR/EHR system.
- Fees will also be charged if subpoenaed to court. This could be up to \$1000 per day depending on the length of time.
- Fees may apply to any requested documentation.

Right to Revise the Notice of Client Rights, Responsibilities, and Privacy Practices

• Ocean's Crest Counseling Center, PLLC reserves the right to amend/modify this document as stated in law. At your request, the most recent copy can be provided to you.

I have had the opportunity to review and ask questions about these rights and responsibilities. I understand that I can request a copy of this document at any time.

Consent to Receive Counseling Services

By signing this form, you are giving Ocean's Crest Counseling Center, PLLC permission to see your child, yourself, or your family for Counseling Services.

By signing this form, you understand the information presented in the Notice of Client Rights, Responsibilities, and Privacy Practices.

By signing this form, you have been given the opportunity to discuss all aspects of counseling services, have had your questions answered, and understand the information.

Client/Guardian Signature

Date