



Therapist-Client Agreement and PHI HIPAA Notice

This section contains important information about CrossRoads' professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights regarding the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires your therapist to provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment, and health care operations. The Notice, which follows these Office Policies and is included as part of the services agreement, explains HIPAA and its application to your Protected Health Information (PHI) in greater detail. The law requires CrossRoads to obtain your signature acknowledging that we have provided you with this information at the end of the first session.

It is important that you read this document carefully and feel free to ask any questions about the agreement. YOUR SIGNATURE WILL REPRESENT AN AGREEMENT TO THE TERMS INCLUDED IN THIS DOCUMENT. You may revoke this agreement in writing at any time. That revocation will be binding on your therapist unless the therapist has taken action in reliance on it, if there are obligations imposed on your therapist by your health insurer in order to process or substantiate claims made under your policy, or if you have not satisfied any financial obligations you have incurred.

CONFIDENTIALITY: THE LAW PROTECTS THE PRIVACY OF ALL COMMUNICATIONS BETWEEN THE THERAPIST AND THE CLIENT. In most situations, information about your treatment may be released to others only if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this agreement provides consent for those activities, as follows:

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, every effort is made to avoid revealing the identity of the client. The other professionals are also legally bound to keep the information confidential. If you do not object, your therapist will not tell you about these consultations unless your therapist feels that it is important to your session. All relevant consultations will be documented in your clinical record.
- Personal information may be shared with administrative staff for the purpose of scheduling, billing, and standard office procedures. All mental health professionals are bound by the same rules of confidentiality. All staff members and contractors have been trained to protect your privacy and have agreed not to release any information outside of the practice without your therapist's written permission.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this agreement.
- If a client threatens to harm himself/herself, your therapist may be obligated to seek hospitalization for him/her or to contact family members or others who can help provide protection.

DISCLOSURE OF INFORMATION: There are some situations in which your therapist is permitted or required to disclose information without either your consent or authorization:

- If you are involved in a court proceeding and a request is made for information concerning your therapist's professional services, such information is protected by the therapist-patient privilege law. Your therapist cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order your therapist to disclose information.
- If a government agency requests the information for health oversight activities, your therapist may be required to provide it for them.
- If you file a complaint or lawsuit against your therapist, he or she may disclose relevant information regarding you in order to defend himself or herself.
- If you file a worker's compensation claim, and the therapist provides treatment related to the claim, the therapist must, upon appropriate request, furnish copies of all medical reports and bills.
- Under rare circumstances, your therapist may be legally obligated to take actions which he/she believes are necessary to attempt to protect others from harm. Your therapist may have to reveal some information about a client's treatment.
- If your therapist has reason to believe that a child has been abused, the law requires that your therapist file a report with the appropriate governmental agency. In most cases, the agency is the Department of Family and Children's Services. Once such a report is filed, your therapist may be required to provide additional information.
- If your therapist has reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, your therapist must report to the appropriate agency. Once such a report is filed, your therapist may be required to provide additional information.
- If your therapist determines that a client presents a serious danger of violence to another, your therapist may be required to take protective actions. These actions may include notifying the potential victim, and/or contacting the police, and/or seeking hospitalization for the client.

If any of these situations arise, your therapist will make every effort to fully discuss the matter with you before taking any action and will limit disclosure to what is necessary. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, discuss any questions or concerns that you may have now or in the future.

In situations where specific advice is required, formal legal advice may be needed.

CLIENT RECORDS: The laws and standards of the therapist's profession require that your therapist keep Protected Health Information (PHI) about you in your clinical record. Except in unusual circumstances that involve danger to yourself and others or makes reference to another person (unless such other person is a health care provider) and your therapist believes that access is reasonably likely to cause substantial harm to such other person or where information has been supplied confidentially by others, you may examine and/or receive a copy of your clinical record, if you REQUEST IT IN WRITING. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, it is recommended that you initially review them in your therapist's presence, or have them forwarded to another mental health professional so you can discuss the contents. Your therapist is allowed to charge a copying fee of \$.50 cents per page (and additional expenses including postage). If your therapist refuses your request for access to your records, you have a right of review (except for information provided to your therapist confidentially by others) which will be discussed with you upon request.

CLIENT RIGHTS AND HIPAA: HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of Protected Health Information. These rights include requesting that your therapist amend your record; requesting restrictions on what information from your clinical record is disclosed to others; requesting an accounting of most disclosures of Protected Health Information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about your therapist's policies and procedures recorded in your records; and the right to a paper copy of this agreement, the accompanying Indiana HIPAA Notice form, and your therapist's privacy policies and procedures.

MINORS AND PARENTS: Patients under 18 years of age who are not emancipated, and their PARENTS SHOULD BE AWARE THAT THE LAW ALLOWS PARENTS TO EXAMINE THEIR CHILD'S TREATMENT RECORDS UNLESS YOUR THERAPIST BELIEVES THAT DOING SO WOULD ENDANGER THE CHILD OR YOU AND YOUR THERAPIST AGREE OTHERWISE. Because privacy in therapy is often crucial to successful progress, it is our policy to request an agreement from parents that they CONSENT TO GIVE UP THEIR ACCESS TO THEIR CHILD'S RECORDS. If they agree, during treatment, CrossRoads will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Your therapist will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless your therapist feels the child is in danger or is a danger to someone else, in which case your therapist will notify the parents of the concern. Before giving parents any information, your therapist will discuss the matter with the child, if possible, and handle any objections he/she may have.

BOUNDARIES OF TREATMENT: In order to establish a safe and healing environment for all CROSSROADS clients, the following guidelines are established for the mutual understanding of all parties involved:

The treatment contract will be established to inform the client of the process of counseling, the stated time of the contract, any treatment modalities used and the purpose of those modalities.

1. Treatment shall establish *implied consent* for a *therapeutic relationship*.
2. The "*therapeutic relationship*" is maintained for the benefit of the client.
3. The stated time parameter for treatment shall be 50 minutes. Any time beyond this stated time will be charged in 15 minute increments.
4. Non-session phone calls GREATER THAN 5 MINUTES shall be charged in 15 minute increments at the discretion of the therapist.
5. In order to maintain professional boundaries, the client agrees not to contact the therapist at home, unless permission to do so has been granted, and only for that instance. The client should contact the therapist at the office. Messages left at the office will be checked on a regular basis.
6. The client should contact 911 Emergency Services or his/her local hospital for emergency situations.
7. The "*therapeutic relationship*" must remain within appropriate boundaries as defined by the ethical code of the therapist's certifying organization. Physical or sexual relationships are expressly prohibited to maintain the professional boundary.
8. The "*therapeutic relationship*" shall be confined to the counseling chamber and shall not continue in any socializing context. (It is understood that sometimes social contact is unavoidable. With that in mind, all parties agree not to initiate contact outside the counseling relationship.)
9. The therapist will determine fees, and the (private pay) client agrees to pay those fees (or insurance co-pay) AT EACH SESSION. Insurance will be billed the balance. ANY BALANCE NOT PAID BY INSURANCE WILL BE RESPONSIBILITY OF CLIENT.
10. Files will be the property of CROSSROADS and kept in strict confidentiality.

Health Insurance Portability and Accountability Act (HIPAA) Indiana Notice Form

Notice of Therapist's Policies and Practices to Protect the Privacy of your Health Information (PHI) This notice describes how psychological and medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

I. USES AND DISCLOSURES FOR TREATMENT, PAYMENT, AND HEALTH CARE OPERATION:

Your therapist may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some definitions:

Protected Health Information (PHI) PHI refers to information in your health record that could identify you.

Treatment, Payment and Health Care Operations: Treatment is when your therapist provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be your therapist's consultation with another health care provider, such as your family physician or another psychologist.

Payment is when your therapist obtains reimbursement for your healthcare. Examples of payment are when your therapist discloses your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.

Health Care Operations are activities that relate to the performance and operation of your therapist's practice. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.

Use applies only to activities within your therapist's practice such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.

Disclosure applies to activities outside of your therapist's practice such as releasing, transferring, or providing access to information about you to other parties.

II. USES AND DISCLOSURES REQUIRING AUTHORIZATION:

Your therapist may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. An "authorization" is written permission above and beyond the general consent that permits only specific disclosures. In those instances when your therapist is asked for information for purposes outside of treatment, payment or health care operations, your therapist will obtain an authorization from you before releasing this information.

You may revoke any authorization at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) your therapist has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

III. USES AND DISCLOSURES WITH NEITHER CONSENT NOR AUTHORIZATION:

YOUR THERAPIST may use or disclose PHI without your consent or authorization in the following circumstances:

- Child Abuse - If your therapist has REASONABLE CAUSE to believe that a child has been abused, your therapist must report that belief to the appropriate authority.
- Adult and Domestic Abuse - If your therapist has REASONABLE CAUSE to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such a disabled adult or elder person, other than by accidental means, or has been neglected or exploited, your therapist must report that belief to the appropriate authority.
- Health Oversight Activities - If your therapist is the subject of an inquiry by the Indiana Board of Psychological Examiners, your therapist may be required to disclose protected health information regarding you in proceedings before the Board.
- Judicial and Administrative Proceedings - If you are involved in a court proceeding and a request is made about the professional services provided to you or the records thereof, such information is privileged under state law, and your therapist will not release information without your written consent or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

- Serious Threat to Health or Safety - If your therapist determines, or pursuant to the standards of therapy should determine, that you present a SERIOUS DANGER OF VIOLENCE TO YOURSELF OR ANOTHER, your therapist may disclose information in order to provide protection against such danger for you or the intended victim.
- Worker's Compensation - Your therapist may disclose protected health information regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

IV. PATIENT'S RIGHTS AND PSYCHOLOGIST'S DUTIES

Patient's Rights:

- Right to Request Restrictions - You have the right to request restrictions on certain uses and disclosures of protected health information. However, your therapist is not required to agree to a restriction you request.
- Right to Receive Confidential Communications by Alternative Means and at Alternative Locations - You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing a therapist. On your request, bills and other documents will be sent to another address you may request.)
- Right to Inspect and Copy - You have the right to inspect or obtain a copy (or both) of PHI in mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. Your therapist may deny your access to PHI under rare circumstances, but in some cases you may have this decision reviewed. On your request, your therapist will discuss with you the details of the request and denial process.
- Right to Amend - You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Your therapist may deny your request. On your request, your therapist will discuss with you the details of the amendment process.
- Right to an Accounting - You generally have the right to receive an accounting of disclosures of PHI. On your request, your therapist will discuss with you the details of the accounting process.
- Right to a Paper Copy - You have the right to obtain a paper copy of the notice from your therapist upon request, even if you have agreed to receive the notice electronically.

Therapist's Duties:

- Your therapist is required by law to maintain the privacy of PHI and to provide you with a notice of his/her legal duties and privacy practices with respect to PHI.
- Your therapist reserves the right to change the privacy policies and practices described in this notice. Unless you are notified of such changes, however, your therapist is required to abide by the terms currently in effect.
- If your therapist revises his or her policies and procedures, he or she will post the revision on CrossRoads' website: www.CrossRoadsINDY.com. A written copy will be provided upon written request.

V. QUESTIONS AND COMPLAINTS:

If you have questions about this notice, disagree with a decision made about access to your records, or have other concerns about your privacy rights, contact your therapist.

If you believe that your privacy rights have been violated and wish to file a complaint with CrossRoads, you may send your written complaint to the office address. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. Your therapist can provide you with the appropriate address upon request. You have specific rights under the Privacy Rule. Your therapist will not reprimand or retaliate against you for exercising your right to file a complaint.

VI. EFFECTIVE DATE, RESTRICTIONS, AND CHANGES TO PRIVACY POLICY:

Your therapist reserves the right to change the terms of this notice, make restrictions or limitations, and to make the new notice provisions effective for all PHI that maintained. You will be provided with a revised notice by posting the revisions on CrossRoadsINDY.com. A written copy will be provided upon written request.

CROSSROADS Administrator, Counselor or Therapist

Date

I have read the above and understand the Therapist's legal and social obligation/responsibility to make such decisions when necessary. I have read, understand and agree with these stated boundaries. If I have printed these forms from CrossRoadsINDY.com or Ministry2Clergy.org, I have made NO ALTERATIONS to the forms.

CROSSROADS Client

Date

Boundaries of Treatment

In order to establish a safe and healing environment for all our clients, the following guidelines are established for the mutual understanding of all parties involved. The treatment contract will be established to inform the client of the therapeutic relationship and process, the stated time of the contract, any treatment modalities used and the purpose of those modalities.

- Although it is the client's responsibility to remember appointment times, a reminder notification may be made at least one day before your appointment--at your therapist's discretion. Since reserving an appointment time prevents another client from using that time, **cancellations must be made at least one business day in advance**. Cancellations made fewer than 24 hours before the appointment time will be charged \$50 which must be paid in advance along with the fee for a new appointment in order to schedule a new appointment.
- To avoid distractions, and as a courtesy to others, children (including nursing infants) are not allowed in any session **unless the child is part of your therapy session. We are unable to provide childcare** due to the extensive legal liabilities involved with childcare. By signing this form, **you release CrossRoads from any legal action**. If a child is brought into the office, you must provide your own caretaker.
- The stated **time parameter for treatment shall be 50 minutes**. Any time beyond this stated time will be charged in 15 minute increments.
- **Non-session phone calls GREATER THAN 5 MINUTES** shall be charged in 15 minute increments at the discretion of the therapist.
- In order to maintain professional boundaries, the client agrees not to contact the therapist at home, unless permission to do so has been granted, **and only for that instance**. This includes contact information such as the therapist's Email address and Mobile phone number. The client should contact the therapist at the office. Messages left at the office are checked, but **an immediate response cannot be expected**. The client should contact 911 Emergency Services or his/her local hospital **for emergency situations**.
- Treatment shall establish *implied consent* for a *therapeutic relationship*.
- **To maintain the integrity** of the therapeutic relationship, the **client's responsibility** also requires a change in the client's actions and/or behaviors. If the client returns to harmful behaviors (for example: a "relapse" with substance abuse or contacting a person with whom they have had an affair), **the client agrees to inform his or her therapist**.
- The "*therapeutic relationship*" is maintained **for the benefit of the client**.
- The "*therapeutic relationship*" must remain within **appropriate boundaries** as defined by the ethical code of the therapist's certifying organization. Physical relationships are expressly prohibited in any form.
- The "*therapeutic relationship*" shall be confined to the counseling chamber and shall **not continue in any socializing context**. (It is understood that sometimes social contact is unavoidable. With that in mind, all parties agree not to initiate contact outside the therapeutic relationship.)
- Since CrossRoads does not have psychiatric consult on staff, **we are unable to accept suicidal clients**. Based on legal requirements, clients who become suicidal will be referred to psychiatric care.
- The therapist will determine fees, and the (private pay) client agrees to pay those fees **at each session**.
- Files will be the property of CrossRoads and kept in strict confidentiality.
- Payments: Payment is due at the time of service. If we receive a returned check from our bank for a payment you made, you will be invoiced for the original amount of the check plus any fees charged to us by any banking institution. In the event the client is billed, the payment of the invoiced amount will be due within 30 days of invoice date. We will not re-submit the original check, nor will we accept another check for the re-payment. You will need to bring into the office or mail to CrossRoads a money order for the amount invoiced. All sales are final. This policy will also be enforced for credit card payments—payments taken back by credit/debit banking institution will be invoiced in the manner listed above. If a refund is made, it will be refunded by check or credit to your account.
- In the event a client orders a "package" of services in which case, payment is due at the beginning of the contract.
- If arrangements have been approved for another payer such as an organization, family member, or insurance agency, by signing this form, the client gives permission for CrossRoads to disclose appointment times/dates to the payer. The client is responsible for any amount not paid by the other payer.

I have read the above and understand the Therapist's legal and social obligation/responsibility to make such decisions when necessary. I have read, understand, and agree with these stated boundaries. I have made NO ALTERATIONS to this form.

 Client Signature

 Date

Briefly describe the issue which prompted your request for treatment:

How long has this been an issue for you?

What is your treatment goal?/ What are your treatment goals?
