

CHOICES IN COUNSELING CLIENT RIGHTS AND RESPONSIBILITIES

Client Rights: As a client of Choices in Counseling, you have certain rights. Those rights include, but are not limited to, receiving prompt service, respect, and confidentiality. A full copy of your rights and responsibilities is available upon request.

Prompt Service: Every effort will be made to provide you with a timely appointment as close to your initial request for treatment as possible. Follow-up appointments will also be provided in a timely fashion in accordance with the follow-up schedule agreed upon by you and your therapist.

Respect: At Choices in Counseling we are committed to treat all clients with respect, regardless of race, age, gender, sexual orientation, or religion. We demonstrate this respect by keeping appointments, by making every effort to notify you if a change in time is necessary, and by giving you our complete attention and avoiding interruptions during sessions.

Confidentiality: Counseling involves the disclosure of sensitive personal and private information by clients. Professional ethics and several laws protect the confidentiality of information shared in counseling. Therefore, no acknowledgement of your status as a Choices in Counseling client will be made, nor will information about your actual counseling be released to any outside agency or individual without your written permission, except as may be required by law. There are a few exceptions to confidentiality that you should be aware of before you begin counseling:

- (1) Professional Consultations and Supervision. Your Choices in Counseling therapist may consult with other Choices in Counseling therapists or a supervising physician as may be required by your insurance provider. These consultations are for professional purposes only.
- (2) Abuse of Children. If Choices in Counseling has reason to believe that a child under the age of 18 is being abused or neglected, we are legally obligated to report this situation to the appropriate state agency.
- (3) Imminent Harm to Self. If Choices in Counseling has reason to believe that you are in danger of physically harming yourself, and if you are unwilling or unable to follow treatment recommendations, we may have to seek your involuntary admission to a hospital and/or contact a family member or another person who may be able to help protect you.
- (4) Imminent Harm to Others. If Choices in Counseling has reason to believe that you are a threat to the safety of another person we may be required to take some action (such as contacting the police, notifying the other person, seeking involuntary hospitalization, or some combination of these actions) to insure that the other person is protected.

The situations described in (2), (3), and (4) are extremely rare. If they should occur, however, it is Choices in Counseling's policy that, whenever possible, we will discuss with you any action that is being considered. You should be aware that we are not legally obligated to inform you or seek your permission, especially if such a discussion would prevent us from securing your safety or the safety of others. If disclosure of confidential information does become necessary, we will release only the information necessary to protect you and/or another person. Full and complete definitions of your rights is included in this registration packet as defined in the "**NOTICE OF POLICIES AND PRACTICES TO PROTECT THE PRIVACY OF YOUR HEALTH INFORMATION**"

Responsibilities:

In order for you to make progress, your active participation in the counseling process is essential. Therefore, along with the rights you have as a client of Choices in Counseling, you also have certain responsibilities. Your fulfillment of the responsibilities listed below is important in helping us to assist you in your progress toward your goals.

Promptness: Counseling sessions are generally 50-60 minutes long. Arriving promptly for your sessions will allow you to make the most of them. If you know that you will be late for an appointment, please notify your therapist within at least 6 hours of your appointment.

Attendance: Once you have been assigned an appointment with a therapist, it is your responsibility to keep that appointment. If you are unable to keep a scheduled appointment, please cancel your appointment by calling Choices in Counseling giving as much advance notice as possible. If at any time you decide to discontinue counseling it is helpful if you inform your therapist with whom you are working of your decision. Dropping out of services and failing to keep pre-scheduled appointments may result in missed appointment fees or other charges to your account.

Financial Agreement:

I understand that I am ultimately responsible for all charges incurred for my treatment or that of a member of my family. I agree to pay any copayments/coinsurance payments and all other charges excepting those covered by my insurance at the time the service is provided, unless other arrangements have been made. In the event of non-payment, I understand that Choices in Counseling may charge reasonable costs of collecting the amount due, including attorney fees and legal expenses as applicable. Choices in Counseling's standard fees include:

Individual Therapy Child/Adolescent:	\$100.00/session (Effective January 1, 2014)
Individual Therapy Adult:	\$100.00/session (Effective January 1, 2014)
Family or Couples Therapy:	\$100.00/session (Effective January 1, 2014)
Initial Assessment:	\$135.00/assessment (Effective January 1, 2014)
Missed Appointment Fee:	\$35.00/session (Effective January 1, 2014)
Report Writing:	\$100.00/hour (Effective January 1, 2014)
Court Appearances:	\$190.00/hour (Effective January 1, 2014)

Assignment of Insurance Benefits: I understand that if I have insurance, they will be billed the gross charges of services rendered. I authorize payment to Choices in Counseling for insurance or any other third party benefits payable to me. I also understand that verification of benefits by Choices in Counseling does not guarantee payment from third party carriers.

Appointment Agreement: I understand that my appointment times are being reserved for me and that the efficiency of scheduling often depends on my keeping my appointment as scheduled. I understand that if I miss my appointment or cancel within 24 hours of my appointment time that my ability to reschedule future appointments may be limited. I also understand that repeated missed appointments will not only limit my ability to reschedule future appointments, but will impact my overall treatment progress. If I do not call to cancel my appointment at least 6 hours prior to my appointment time, I may be charged a \$35.00 missed appointment fee.

No-Show/Reschedule Policy: If you miss a scheduled appointment without calling ahead, your ability to reschedule future advanced appointments may be limited and a missed appointment fee may be charged at the discretion of your Choices In Counseling therapist.

Reports, Court Appearances, and Requests for Records: Additional charges may apply for the preparation of reports, preparing of records for third party entities and for attending court hearings depending on the nature of the request(s) and at the full discretion of the therapist. The standard hourly rate will be applied for the generation of reports and preparation of records for third party entities with a minimum of a ¼ hour charge with additional time to be charged in ¼ hour increments thereafter. Most insurance companies will not reimburse clinicians for report writing or the preparation of records. Fees associated with these services will be the responsibility of the client with payment for these services payable at the time of service. Reports are typically recommended in lieu of formal court appearances. When required, court appearances are typically billed at a higher rate per/hour to cover out-of-office travel and expenses up to 100 miles to and from our office on 901 North Main Street in Franklin.

Social Security/Disability Determination Paperwork: We **do not** complete Disability Determination Paperwork for Medicaid or Social Security. Typically Psychologists or psychiatrists are required to conduct these types of interviews.

Consent for Mental Health Services: I agree and consent to participate in the mental health services offered by Choices in Counseling, as defined in Indiana Law. I understand that I am consenting and agreeing only to those mental health services that my assigned providers are qualified to provide within the scope of the providers license, certification, and training.

Client Rights Information: I understand that I am entitled to a full written hard copy of my rights and responsibilities and the HIPPA Guidelines as a client at Choices in Counseling and may ask for a copy of these rights at any time.

NOTICE OF POLICIES AND PRACTICES TO PROTECT THE PRIVACY OF YOUR HEALTH INFORMATION

THIS NOTICE DESCRIBES HOW MENTAL HEALTH AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Disclosures for Treatment, Payment and Health Care Operations: A Choices in Counseling therapist may use or disclose your *protected health information (PHI)*, for certain *treatment, payment, and health care operations* purposes without your *authorization*. In certain circumstances, he or she can only do so when the person or business requesting your PHI provides a written request that includes certain promises regarding protecting the confidentiality of your PHI. To help clarify these terms, here are some definitions:

- “*PHI*” refers to information in your health record that could identify you.
- “*Treatment*” is when a therapist or another healthcare provider diagnoses or treats you. An example of treatment would be when a therapist consults with another health care provider, such as your family physician or another psychologist, regarding your treatment.
- “*Payment*” is when a therapist obtains reimbursement for your healthcare.
- “*Use*” applies only to activities within Choices in Counseling such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of Choices in Counseling such as releasing, transferring, or providing access to information about you to other parties.
- “*Authorization*” means written permission for specific uses or disclosures.

II. Uses and Disclosures Requiring Authorization: A therapist may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. In those instances when we are asked for information for purposes outside of treatment and payment operations, your therapist will obtain an authorization from you before releasing this information. You may revoke or modify all such authorizations (of PHI or psychotherapy notes) at any time; however, the revocation or modification is not effective until we receive it.

III. Uses and Disclosures with Neither Consent nor Authorization: A therapist may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** Whenever a therapist, in his or her professional capacity, has knowledge of or observe a child he or she knows or reasonably suspects has been the victim of child abuse or neglect, he or she must immediately report such to a police department, sheriff's department, county probation department, or county welfare department. Also, if a therapist has knowledge of or reasonably suspects that mental suffering has been inflicted upon a child or that his or her emotional well-being is endangered in any other way, the therapist may report such to the above agencies.
- **Adult and Domestic Abuse:** If a therapist, in his or her professional capacity, has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse, or neglect of an elder or dependent adult; if a therapist is told by an elder or dependent adult that he or she has experienced these; or if a therapist reasonably suspects such, the therapist must report the known or suspected abuse immediately to the local ombudsman or the local law enforcement agency.

A therapist is not required to report such an incident if the therapist has been told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, abduction, isolation, financial abuse or neglect and the therapist is not aware of any independent evidence that corroborates the statement that the abuse has occurred; (a) the elder or dependent adult has been diagnosed with a mental illness or dementia, or is the subject of a court-ordered conservatorship because of a mental illness or dementia; and (b) in the exercise of clinical judgment, the therapist reasonably believes that the abuse did not occur.

- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made about the professional services that we have provided you, we must not release your information without (a) your written authorization or the authorization of your attorney or personal representative; (b) a court order; or (c) a subpoena duces tecum (a subpoena to produce records) where the party seeking your records provides us with a showing that you or your attorney have been served with a copy of the subpoena, affidavit and the appropriate notice, and you have not notified us that you are bringing a motion in the court to quash (block) or modify the subpoena. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court-ordered. We will inform you in advance if this is the case.

- **Serious Threat to Health or Safety:** If you communicate to us a serious threat of physical violence against an identifiable victim, we must make reasonable efforts to communicate that information to the potential victim and the police. If we have reasonable cause to believe that you are in such a condition, as to be dangerous to yourself or others, we may release relevant information as necessary to prevent the threatened danger.
- **Worker's Compensation:** If you file a worker's compensation claim, we must furnish a report to your employer, incorporating our findings about your injury and treatment, within five working days from the date of the your initial examination, and at subsequent intervals as may be required by the administrator of the Worker's Compensation Commission in order to determine your eligibility for worker's compensation.

IV. Patient's Rights:

- *Right to Request Restrictions* –You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, we are 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 us. Upon your request, we will send your bills to another address.)
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy of PHI in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. We may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request, we will discuss with you the details of the request/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. we may deny your request. On your request, we 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 for which you have neither provided consent nor authorization (as described in Section III of this Notice). On your request, we 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 us upon request, even if you have agreed to receive the notice electronically.

Therapist's Duties:

- We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.

V. Complaints: If you are concerned that a therapist has violated your privacy rights, or you disagree with a decision he or she has made about access to your records, you may send a written complaint to the Secretary of the U.S. Department of Health and Human Services.

VI. Effective Date and Changes to Privacy Policy: This notice will go into effect on March 1, 2011. Choices in Counseling reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that our therapists maintain. Revised notices are available upon request.