



CONSENT TO TREATMENT, ACCEPTANCE OF CENTER'S POLICIES, AND GENERAL INFORMATION

This form covers additional issues that are not covered in the Notice of Privacy Practices. It is an agreement between Cross Keys and its clients and for the custody holders of minor or incompetent clients.

WELCOME TO CKCC! We are a privately owned, small group clinical practice. Our staff consists of competent, fully credentialed therapists as well as carefully selected masters and doctoral level student interns. We are staffed by persons competent to do Christian counseling but who do not wish to force their belief system on anyone who is not seeking Christian-oriented therapy.

Confidentiality: All information disclosed within sessions and the written records pertaining to those sessions is confidential and may not be revealed to anyone without the client's written permission, except where disclosure is required by law. More detail about this is given in the Notice of Privacy Practices that you received with this document.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder, abuse or neglect; and where a client presents a danger to self, to others, to property, or is gravely disabled. Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony of your therapist.

In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members, and your therapist will use his/her best clinical judgment when revealing such information. Other than by court order, your therapist will not release records to any

outside party unless authorized to do so by **all** adult clients who were present at any time during treatment sessions. With the exception of the above exclusions, Cross Keys will honor your request to release information about you to any agency/person you specify unless your therapist concludes that releasing such information might be harmful in any way.

Emergencies: If there is an emergency during our work together or in the future, when your therapist is concerned about your being in imminent danger of harming yourself or someone else, or about your receiving proper psychiatric care, he/she will act within the limits of the law to protect you and/or others. For this purpose, your therapist may call the person whose name you have provided as an emergency contact, or call 911.

Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance or EAP in order to process/pay claims. Only the minimal necessary information will be communicated to the carrier. Unless authorized by you specifically, Psychotherapy Notes will not be disclosed to your insurance carrier. Cross Keys has no control nor knowledge over what insurance companies do with the information submitted nor who has access to it. You should be aware that submitting a claim for reimbursement carries a certain amount of risk in regard to confidentiality, privacy, and/or to future eligibility to obtain insurance. This risk stems from the fact that mental health information is entered into insurance companies' computers, and it may soon also be reported to the Congress-approved National Medical Data Bank. Of course, accessibility to computers is inherently vulnerable to break-ins and unauthorized access.

Confidentiality of E-mail and Faxes Communication: Please be aware that e-mail and cell phone communication are sometimes accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. E-mails, in particular, are possibly vulnerable to unauthorized access due to the fact that servers have direct access to the e-mails that go through them. Faxes are sometimes mistakenly sent to the wrong address. Please let your therapist know if you wish to avoid or limit way the use of any or all of these devices. Please do not use e-mail or faxes for emergencies!

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a

confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce, custody disputes, injuries, etc.), neither you nor your attorney, nor anyone else acting on your behalf, will call on your therapist to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested for such purposes, unless you have discussed this with your therapist, and your therapist has agreed to it and both parties have settled on a fee. Cross Keys' fees for legal disclosures, reports, hearings, testimony, etc. is higher than our usual fees and varies according to the situation and therapist. At least partial payment must be made ahead of time.

Consultation: In order to provide you with the best service possible, your therapist consults regularly with other professionals regarding his/her clients. In consultations with professionals other than Cross Keys' own professional staff, however, identifying information is changed to protect your privacy. The client's identity remains anonymous, and confidentiality is fully maintained.

Telephone and Emergency Procedures: If you need to contact your therapist between sessions, please leave a message with the secretary and your call will be returned as soon as possible. If an emergency situation arises, please indicate this *clearly* in your message. If you have an emergency and our office is closed, please contact our emergency number, which is a cell phone number given on our answer machine and business cards. If for any reason you are unable to get through to this number, call 911, a local 24-hour counseling hotline number, and/or go to a hospital emergency room.

Payments and Insurance Reimbursements: Clients are expected to pay the standard fee, which varies according to each therapist's credentials and experience, at the end of each session unless other arrangements have been made. If you have insurance, you may pay only your co-pay, provided our staff is able to obtain proof of insurance, confirmation that any deductible required has been met, and any needed authorization for your specific therapist. It is your responsibility to obtain initial authorization for sessions, and our responsibility to obtain further ones. If you believe you may qualify for a discount based on income, please discuss this with our receptionist and your therapist. Telephone conversations, site visits, report writing, handling releases of information, reading others' records, longer sessions, travel time, etc. will be charged at the same rate as therapy and will be figured on a prorated basis, unless indicated otherwise and agreed upon ahead of

time. Insurance will not generally pay for such services. Please notify your therapist or the secretary if any problem arises during the course of therapy regarding your ability to make timely payments. *If there are changes in your insurance coverage, you are responsible for immediately notifying your therapist or the clerical staff.*

Clients with insurance should remember that professional services are rendered and charged to the client, not to insurance companies. We will file your insurance on a monthly basis but cannot guarantee that your insurance will pay. You are responsible for all charges your insurance does not pay unless Cross Keys has a contract with your insurance company, in which case we will discount the contractual amount for each session *at the time payment is made for the session*. Not all therapy issues are reimbursed by insurance companies, and it is your responsibility to verify the specifics of your coverage, including whether pre-certification of sessions is required. If you misinform CKCC about which of your insurances is your primary insurance, this can sometimes result in both insurances refusing to pay and your being responsible for all charges.

Payment of Fees: Your therapist and Cross Keys' Director of Therapy Services will attempt to negotiate any conflict in relation to this agreement. Notwithstanding, in the event that your account is overdue (unpaid) and you have not worked out with us *and followed* a payment plan, a service charge of 6% per year (.5% per month), or a minimum of \$5 per month will be added to your balance. If you still do not make regular payments, we will attempt to warn you by certified letter that your account is subject to being sent to an outside agency. If payment is still not made, CKCC will use a collection agency or court proceedings to obtain payment. In either case, you may be held responsible for paying the expense of using a collection agency or attorney, which is 25 to 40 percent of the remaining balance. We will accept reasonable monthly payments toward your balance, whereas an outside agency is less likely to do so. Silence is not golden! Contact us by letter or fax if you have any type of payment issue!

Children of Divorce: Our therapists can see persons under age 18, unless they are emancipated, only with the written consent of the primary custody holder. This and other forms must be signed by the primary custodian. In cases of co-custody, we may need a copy of the court order about custodial rights. The parent who requests treatment and brings the child is responsible for payment, so far as CKCC is concerned. If a non-custodial parent is responsible for payment of health expenses, we will cooperate within

reason in billing that individual, but our role is not to enforce legal decrees.

The Process of Therapy: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits; however, requires effort on your part. Psychotherapy requires your active involvement, honesty, and openness in order to change thoughts, feelings and/or behavior. Your therapist needs your open, honest feedback and views on your therapy, its progress, and other aspects of your treatment. Sometimes using a different approach may be more helpful to you.

Effective therapy sometimes involves remembering/ talking about unpleasant events, feelings, or thoughts that may possibly result in your experiencing discomfort or strong feelings of anger, sadness, worry, fear, anxiety, depression, etc. Your therapist may challenge some of your perceptions or propose different ways of thinking about or handling situations that can cause you to feel very upset, depressed, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, school, or relationships. Sometimes a decision that is positive for one family member is viewed negatively by another family member. Change will sometimes be easy and swift, but often it is slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. During the course of therapy, various psychological approaches may be used to determine what will best help you to make progress toward your goals.

Discussion of Treatment Plan: At some time during your first several sessions, your therapist will discuss with you his/her working understanding of the problem, therapeutic objectives, and a plan to accomplish the desired goals. If you have any unanswered questions about the procedures used in the course of your therapy, any possible risks, the therapist's expertise, or the treatment plan, please ask about them. You also have the right to ask about other treatments for your condition and their risks and benefits.

Termination: In the first couple of meetings, your therapist will assess if he/she can be of benefit to you and, if not, will offer you referral information. If at any point later in therapy the therapist concludes that he/she cannot

be effective in helping you reach your therapeutic goals, this will be discussed and treatment terminated. The names of several other providers may be offered to you. Your therapist will communicate with the new therapist of your choice to help with the transition, provided you request this in writing. If at any time you want another professional opinion or wish to consult another therapist, we will assist you in finding a qualified person upon request. You have the right to terminate therapy at any time.

Dual Relationships: Not all dual relationships are unethical or avoidable. However, you should be aware that therapy should never involve sexual activity, which is highly unethical and should be reported. (This is not to be confused with discussion of sexual issues with your therapist, which is a necessary part of therapy in many situations.) Therapy should not involve any type of dual relationship that is likely to impair the therapist's objectivity, clinical judgment, or therapeutic effectiveness or to be exploitative in nature. Your therapist and/or our Director of Therapy will assess your situation carefully before entering into any type of dual relationship. Dual or multiple relationships can sometimes enhance therapeutic effectiveness but more often detract from therapy, and the effect is generally impossible to know ahead of time. It is your responsibility to communicate to your therapist if a dual relationship that exists becomes uncomfortable for you in any way. You will be referred if the dual relationship is interfering with the effectiveness of the therapeutic process or your welfare. You can discontinue therapy on your own at any time but are encouraged to discuss the reasons for your termination with your therapist.

Late Cancellations and No Shows: The scheduling of an appointment is the reservation of 45 or more minutes specifically for you. Thus, a minimum of 24 hours notice is required if you cancel an appointment. In such cases, as well as when you do not show for an appointment, you will be charged \$25 the first time and up to as much as your full fee for further NS's and LC's. Insurance companies do not pay for missed sessions.

If you have questions, please ask your therapist or another staff member about them. Please sign the sheet you have been given that states you have received CKCC's (1) NOTICE OF PRIVACY PRACTICES and (2) INFORMATION, CONSENT TO TREATMENT, AND ACCEPTANCE OF CENTER'S POLICIES, and that you understand them and accept the terms presented.



NOTICE OF PRIVACY PRACTICES

Before the beginning of treatment or assessment, clients MUST sign the acknowledgement sheet regarding the receipt and acceptance of Cross Keys policies. Feel free to ask questions if you do not understand it.

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

II. IT IS OUR LEGAL DUTY TO SAFEGUARD PROTECTED HEALTH INFORMATION (PHI).

By law we are required to insure that your PHI is kept private. The PHI constitutes information created or noted by our staff that can be used to identify you. It contains data about your past, present, or future health or condition, the provision of health care services to you, or the payment for such health care. We are required to provide you with this notice about our privacy procedures. This Notice explains when, why, and how we would use and/or disclose your PHI. Use of PHI means when we share, apply, utilize, examine, or analyze information within our practice. PHI is disclosed when we release, transfer, give, or otherwise reveal it to a party outside our practice. With some exceptions, we may not use or disclose more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made. We are always legally required to follow the privacy practices described in this Notice.

Please note that we reserve the right to change the terms of this Notice and our privacy policies at any time. Any changes will apply to PHI already on file with us. Before making any important changes to our policies, we will immediately change this Notice and post a new copy of it in our office. You may request a copy of this Notice from us or view a copy of it in our waiting room.

III. HOW WE WILL USE AND DISCLOSE PHI:

WE MAY USE AND DISCLOSE YOUR PHI FOR A NUMBER OF REASONS. SOME OF THE USES OR DISCLOSURES REQUIRE YOUR PRIOR WRITTEN CONSENT, WHILE OTHERS DO NOT. THIS IS EXPLAINED IN DETAIL BELOW.

A. Uses or Disclosures Related to Treatment, Payment, or Health Care Operations Do Not Require Your Prior Written Consent. We may use and disclose your PHI without your consent for the following reasons:

* **For treatment** - We may disclose your PHI to physicians, psychiatrists, and other licensed health care providers who provide you with health care services or are otherwise involved in your care. However, we ordinarily request your written consent before doing so except in case of an emergency. Example: We may disclose your PHI to a psychiatrist treating you in order to coordinate your care.

* **For health care operations** - We may disclose your PHI to facilitate the efficient and correct operation of our practice. Examples: Quality control - We might use your PHI in evaluating the quality of health care services that you have received or evaluating the performance of the health care professionals who provided you with these services. We may also provide your PHI to our attorneys, accountants, consultants, and others as needed to make sure that we are in compliance with applicable laws.

* **To obtain payment for treatment** - We may use and disclose your PHI to bill and collect payment for the treatment and services provided you. Example: We might send your PHI to your insurance company or health plan in an effort to get payment for the health care services provided to you. We may also provide your PHI to business associates such as billing companies, claims processing companies, and others who process health care claims for our office.

* **Other disclosures** - Examples: Your consent is not required if you need emergency treatment, provided we attempt to get your consent after treatment is rendered. In the event that we try to get your consent but you are unable to communicate with us (for example, if you are unconscious) but your therapist thinks that you would want to consent to such treatment, we may disclose your PHI.

B. Certain Other Uses and Disclosures Do Not Require Your Consent - We may use and/or disclose your PHI without your authorization when disclosure is required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement. For example:

* **If a law requires us to report information** to government agencies, law enforcement personnel and/or in an administrative proceeding.

* **If disclosure is compelled by a party to a hearing before the court of an administrative agency** pursuant to its lawful authority

* **If disclosure is required by a search warrant** lawfully issued to a governmental law enforcement agency

* **If disclosure is compelled by the patient or the patient's representative** pursuant to Health and Safety Codes or to corresponding federal statutes of regulations, such as the Privacy Rule that requires this Notice

* **To avoid harm** - We may provide your PHI to law enforcement personnel or persons able to prevent or mitigate a serious threat to the health or safety of a person or the public.

* **If disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others**, and if your Cross Keys therapist determines that disclosure is necessary to prevent the threatened danger.

* **If disclosure is mandated by the Georgia Child Abuse and Neglect Reporting law** - For example, we must disclose if your therapist has a reasonable suspicion of child abuse or neglect.

* **If disclosure is mandated by the Georgia Elder/Dependent Adult Abuse Reporting law** - For example, if your therapist has a reasonable suspicion of elder abuse or dependent adult abuse.

* **If disclosure is compelled or permitted by the fact that you tell a member of our staff of a serious and imminent threat of physical violence** by you against a reasonably identifiable victim or victims.

* **For public health activities** - Example: In the event of your death, if a disclosure is permitted or compelled, we may need to give the county coroner information about you.

* **For health oversight activities** - Example: We may be required to provide information to assist the government in the course of an investigation or inspection of a health care organization or provider.

* **For specific government functions** - Examples: We may disclose PHI of military personnel and veterans under certain circumstances. Also, we may disclose PHI in the interests of national security, such as protecting the President of the United States or assisting with intelligence operations.

* **For research purposes** - In certain circumstances, we may provide PHI in order to conduct medical research.

* **For Workers' Compensation purposes** - We may provide PHI in order to comply with Workers' Compensation laws.

* **Appointment reminders and health related benefits or services** - Examples: We may use PHI to provide appointment reminders, alternative treatment options, or other health care services or benefits we offer.

* **If an arbitrator or arbitration panel compels disclosure**, when arbitration is lawfully requested by either party, pursuant to a subpoena *duces tectum* (e.g., a subpoena for mental health records) or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel

* **To contact you, without your prior authorization, to provide appointment reminders or information** about alternative or other health-related benefits and services that may be of interest to you.

* **If disclosure is required or permitted to a health oversight agency for oversight activities authorized by law** - Example: When compelled by U.S. Secretary of Health and Human Services to investigate or assess our agency's compliance with HIPAA regulations.

* **If disclosure is otherwise specifically required by law.**

C. Certain Uses and Disclosures Require You to Have the Opportunity to Object:

1. Disclosures to family, friends, or others - We may provide your PHI to a family member, friend, or other individual whom you indicate is involved in your care or is responsible for the payment for your health care, unless you object in whole or in part. Retroactive consent may be obtained in emergency situations.

D. Other Uses and Disclosures Require Your Prior Written Authorization - In any other situation not described in Sections IIIA, IIIB, and IIIC above, we will request your written authorization before using or disclosing any of your PHI. Even if you have signed an authorization to disclose your PHI, you may later revoke that authorization, in writing, to stop any future uses and disclosures, assuming we have not taken action subsequent to the original authorization of your PHI by our agency.

IV. YOUR RIGHTS REGARDING YOUR PHI:

A. You have the Right to See and Get Copies of Your PHI. However, in either case you must request it in writing. If we do not have your PHI but know who does, we will advise you as to how you can get it. You will receive a response from Cross Keys' HIPAA Officer within

30 days of the receipt of your written request. Under certain circumstances we may feel that we must deny your request, but if so, you will be given the reasons for the denial. We will also explain your right to have the denial reviewed. If you ask for copies of your PHI, you will be charged no more than \$.25 per page. If we see fit, we will provide you with a summary or explanation of the PHI, but only if you agree to it as well as to the cost in advance.

B. You have the Right to Request Limits on Uses and Disclosures of Your PHI. Cross Keys Counseling Center, Inc. staff will consider your request but are not legally bound to agree. If we agree to your request, your limits will be put in writing and abided by except in emergencies. You have no right to limit uses and disclosures we are legally required or permitted to make.

C. You have the Right to Choose How Your PHI Is Sent to You. It is your right to ask that your PHI be sent to you at an alternate address (such as your work address rather than your home address) or by an alternate method (such as fax rather than regular mail). We are obliged to comply with your request if the PHI can be given to you in the format you requested without undue inconvenience.

D. You have the Right to Choose How Our Staff Communicates with You. Your requests for particular restrictions or preferences in regard to private communication must be put in writing, and we will make reasonable efforts to accommodate these requests.

E. You have the Right to Get a List of the Disclosures of Your PHI that Cross Keys Counseling Center, Inc. Has Made. This list will not include uses or disclosures to which you have already consented, i.e., those for treatment, payment, or health care operations, sent directly to you or to your family. Neither will the list include disclosures made for national security purposes, to corrections or law enforcement personnel, or disclosures made prior to June 22, 2005 or more than six years earlier.

We will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list you will be given will include disclosures made in the previous six years (the first six year period being 2003-2009) unless you indicate a shorter period of time. The list will include the date of each disclosure; to whom your PHI was disclosed and their address, if known; a description of the information disclosed; and the reason for the disclosure. You will be provided the list at no cost for the first copy. If you request other copies later, you will be charged a

reasonable sum for accessing and copying the information, based on a set fee for each additional request.

F. You have the Right to Amend Your PHI. If you believe that there is an error in your PHI or that important information has been omitted, it is your right to request a correction. Do this in writing and explain the reason for the correction. You will receive a response within 60 days of our receipt of your request. We may deny your request, in writing, if it is found that the PHI is (a) already correct and complete, (b) forbidden to be disclosed, (c) not part of our records, or (d) written by someone other than our staff. Our denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and our denial be attached to any future disclosures of your PHI. If we approve your request, we will make the change(s) to your PHI. Additionally, you will be told that the changes have been made, and we will advise all others who need to know about the change(s) to your PHI.

V. HOW TO COMPLAIN ABOUT PRIVACY PRACTICES

If, in your opinion, any of our staff may have violated your privacy rights, or if you object to a decision made about access to your PHI, you are entitled to file a complaint with the person listed in Section VI below. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue, S.W., Washington, D.C. 20201. If you file a complaint about our privacy practices, we will take no retaliatory action against you.

VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT OUR PRIVACY PRACTICES

If you have any questions or complaints about our privacy practices or would like to know how to file a complaint with the Sec. of the Dept. of Health and Human Services, please contact Doris W. Hewitt, PhD at Cross Keys Counseling Center, Inc., 1035 Main Street, Forest Park, GA 30297 (Phone 404-366-3420; Fax 404-608-1365).

VII. EFFECTIVE DATE OF THIS NOTICE - Effective 04/14/2003; last modified 06/22/2011.

We hope that your experience at Cross Keys will be a helpful, healing one!