

Client Agreement

Purpose

This agreement is meant to clarify the client-therapist relationship, expectations of you as a client, inform you of your legal rights, and details about office policies. Please read the following carefully and discuss any concerns or questions with your therapist. You will be asked for your signature indicating your understanding and agreement of this document at the bottom of the "Client Information" form.

Confidentiality

All interactions with the therapist, including scheduling or attendance of appointments, content of your sessions, progress in counseling, and your records, are kept confidential. Clients may give written consent for your therapist to provide information to others (e.g., psychiatrists, doctors, etc.) in an effort to coordinate treatment. In order to provide you with the best possible services, your therapist participates in case consultation with experts in her field. If she should discuss your work together in consultation it would be without identifying information with other professionals also held to the same standards of confidentiality. In the case of minors, parents or legal guardians have access to their child's records, unless the minor is emancipated.

Under certain circumstances, your therapist may be required to share confidential information under legal mandate. These circumstances are outlined below.

Exceptions and Limits to Confidentiality

California State Law *mandates* reporting to authorities in the following circumstances:

- Incidents that involve child, dependent adult, or elder abuse; including neglect, physical, sexual abuse, or unjustifiable mental suffering.
- Disclosures of intent to harm another person.
- Subpoenas by a court of law

California State Law *permits* breaking confidentiality in the following circumstances:

- Incidents that involve emotional and/or psychological abuse of a dependent adult or elder.
- Indications of client being a danger to self, others, or property.

Please read your therapist's Social Media Policy for information about confidentiality regarding interactions via the Internet, email, texting, social media, etc.

The Therapeutic Relationship

Psychotherapy is a process designed to help you address your concerns, come to a greater understanding of yourself, and learn effective personal and interpersonal coping strategies. It involves a relationship between you and the therapist; a relationship within which therapy can take place and the individual's goals can be achieved.

The duration of therapy is dependent on a number of factors including your goals, timeframe, rate of progress, etc. It should be noted that psychotherapy resulting in lasting change is often a long-term process, lasting several months or longer. Please discuss any issues/concerns you have with your therapist so that an appropriate treatment plan can be formulated which will best suit your needs/desires.

The relationship between therapist and client is the container through which client change can take place. As such, it is often one in which close emotional bonds develop. It is also a professional relationship, in which appropriate boundaries must be maintained. For the most part, the therapeutic relationship begins and ends at the therapy office. Although this is sometimes difficult to understand, it is a necessary requirement for maintenance of the therapeutic environment. As such, your therapist cannot be expected to be involved in a social relationship or friendship of any kind that exists outside of the therapy room.

Divorced Families

When the client is a minor child in a divorced family, a copy of the section of the divorce decree, which pertains to custody of the minor child as well as right to consent for medical/psychological services, is required before services can be rendered. Additionally, both parents must sign consent for services.

Mind-Body Work from Yoga Traditions

Yoga Therapy sessions integrate yoga techniques into the therapeutic setting to increase the connection between the mind, body, and emotion. Techniques may include physical postures, breathing exercises, meditation, and mantras. By agreeing to participate in Yoga Therapy, you understand the inherent risks associated with participating in yoga and assume the risk of injury and the responsibility for any related financial liabilities and expenses that could result from participation in these activities.

Fees and Payment Expectations

You are responsible for paying your fee at each session. Fees are paid by one party and cannot be split. For each returned check, you will need to pay a \$25 service charge. After your second returned check, you will no longer be allowed to pay by check. If your debt becomes outstanding, it will be turned over to a collections agency.

Type of Session	Fee
Individual Session (50 minutes)	\$175
Talk Yoga Session (60 minutes)	\$200
Between-session telephone counseling	\$50/ per each 15 minutes

Insurance

While your therapist does not file directly with insurance companies, she is able to provide you with a receipt that you can submit for potential out-of-network reimbursement. Please check with your insurance directly if you intend to file claims for reimbursement.

Scheduling/ Cancellations

Regular psychotherapy promotes faster healing and progress, so it is important that you attend your scheduled therapy session consistently. Therapy sessions are typically 50 minutes long, and it is expected that they begin promptly and end at the scheduled time. Late arrivals will not extend the scheduled ending time for the session.

If you are unable to attend a session due to illness or an emergency, please notify your therapist as far in advance as possible. This practice's cancellation policy is outlined below:

- If you cannot attend a session, you agree to notify your therapist at least 24 hours in advance whenever possible.
- If you do not show up for an appointment or fail to cancel at least 24 hours prior to your appointment, you will be responsible for paying the full session fee for the missed session.
- Fees for no-shows and cancellations without 24-hour notice must be paid before your next therapy session.
- If you are late for your appointment, you will still be charged your full session fee.

Records Request

You will be charged \$150 per hour for all research, copying, and administrative work requested on your behalf, including any requests for paperwork and/or clinical evaluations not including releases and insurance paperwork required for your care.

Forensic Consultation

While this practice does not support relationships with clients seeking future court testimonies, a forensic consultation fee is included in this agreement. Should your therapist's testimony be required, or should she need to report on your behalf in a civil, criminal, or any other legal matter, her fee shall be \$250 per hour. This charge will be for all services including, but not limited to: attorney consultation, document review, court testimony, wait-time in court, case correspondence, travel time, and all other services relating to forensic activity. Should her testimony or a report be required, payment of the equivalent of a one-day retainer (\$2000) will be required. Should a scheduled trial appearance be cancelled with less than 72 hours notice, this retainer will be non-refundable. The minimum charge for a court appearance is \$1,500. If a subpoena or notice to meet an attorney is received without a minimum of 48 hours notice, there is an additional \$250 express charge. Meetings with attorneys or other professionals involved in the forensic matter will be similarly charged at the rate of \$250 per hour including travel time and preparation (reviewing clinical records, court documents, etc.). These meetings will be scheduled at your therapist's convenience; however appointments cancelled with less than 24 hours notice will be charged at the forensic rate of \$250 per hour.

Termination of the Therapeutic Relationship

The majority of therapy relationships end because the client achieves his or her goals. However, there are some circumstances in which the client or therapist ends the relationship. The client (or a parent/legal guardian if the client is a minor) has the right to terminate therapy at his/her discretion. Your therapist also reserves the right to transfer/terminate services at any time, for any reason they consider therapeutically appropriate. Reasons may include the client's lack of adequate progress in therapy, that client needs are outside of the therapist's scope of competence, or if the therapeutic relationship becomes subject to a conflict of interest. Upon either party's decision to terminate therapy, it is recommended that the client participate in at least one closure session to review progress and discuss any referrals. These sessions are intended to facilitate a positive termination experience and give both parties an opportunity to reflect on the work that has been done.

After Hours Policy

If you need to contact your therapist at any time, you may do so by leaving a message on her confidential voicemail. This practice does not provide 24-hour or emergency therapy services and will not be held responsible for any damages occurring as a result of unmet crisis or acute care needs. Should you or someone close to you require such services, the following referrals are offered:

- San Mateo Medical Center: (650) 573-2662
- Bay Area Crisis Hotline: (650) 579-0350 or (800) 273-TALK (273-8255)
- 9-1-1 for emergency assistance
- Nearest hospital emergency room

Changes To This Notice

Your therapist reserves the right to make changes to this notice. You will be notified of these updates and offered a copy of the current notice.

Client Rights

If at any time or for any reason you are dissatisfied with your services, please speak with your therapist directly. Crystal Glenn is committed to resolving your concerns and practices according to national and state guidelines for professional and ethical standards of care. If you have reason to believe that she is practicing outside of these guidelines, you may report your concern directly to the Board of Behavioral Sciences at (916) 574-7830.

HIPAA Notice of Privacy Practices

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

Your Therapist's Privacy Commitment to You

By law your therapist is required to insure that your Protected Health Information (PHI) is kept private. The PHI constitutes information created or noted 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. Your therapist is required by law to give you a notice of privacy practices and to maintain the privacy of your confidential information.

Please note that your therapist reserves the right to change the terms in this notice. Any changes will apply to PHI already on file. Your therapist will post a summary of the current notice in the office and online, and you are entitled to a copy of this notice.

How Your Therapist Will Use and Disclose Your PHI

Some of the uses or disclosures of PHI will require your prior written authorization; others, however, will not. Below you will find the different categories of my uses and disclosures, with some examples.

Uses and Disclosures Related to Treatment, Payment, or Health Care Operations

These uses do not require your prior written consent:

1. For treatment.

2. For health care operations. I may disclose your PHI to facilitate the efficient and correct operation of my practice. Example: Quality control – Your therapist might use your PHI in the evaluation of the quality of health care services that you have received or to evaluate the performance of the health care professionals who provided you with these services.

3. To obtain payment for treatment.

4. Other disclosures. Examples: Your consent isn't required if you need emergency treatment provided that your therapist attempts to get your consent after treatment is rendered. In the event that your therapist tries to get your consent but you are unable to communicate (for example, if you are unconscious or in severe pain) but your therapist thinks that you would consent to such treatment if you could, your PHI may be disclosed.

Additional Uses and Disclosures That Do Not Require Your Prior Written Consent

When disclosure is required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement:

1. If disclosure is compelled by a party to a proceeding before a court of an administrative agency pursuant to its lawful authority.

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

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

4. To avoid harm.

5. 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 therapist determines that disclosure is necessary to prevent the threatened danger.

6. If disclosure is mandated by the California Child Abuse and Neglect Reporting law.

7. If disclosure is mandated by the California Elder/Dependent Adult Abuse Reporting law.

8. If disclosure is compelled or permitted by the fact that you tell your therapist of a serious/imminent threat of physical violence by you against a reasonably identifiable victim or victims.

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

10. For health oversight activities. Example: Your therapist 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.

11. **For specific government functions.** Example: Your therapist may disclose PHI of military personnel and veterans under certain circumstances.
12. **For research purposes.**
13. **For Workers' Compensation purposes.**
14. **Appointment reminders and health related benefits or services.**
15. **If an arbitrator or arbitration panel compels disclosure,** when arbitration is lawfully requested by either party, pursuant to 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.
16. **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 your therapist's compliance with HIPAA regulations.
17. **If disclosure is otherwise specifically required by law.**

Certain Uses and Disclosures Require You to Have the Opportunity to Object

Your therapist may provide your PHI to a family member, friend, or other individual who you indicate is involved in your care or responsible for the payment for your health care, unless you object in whole or in part. Retroactive consent may be obtained in emergency situations.

Other Uses and Disclosures Require Your Prior Written Authorization

In any other situation not described in Sections IIIA, IIIB, and IIIC above, your therapist 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 that your therapist hasn't taken any action subsequent to the original authorization) of your PHI.

Your Privacy Rights

In general, most uses and disclosures of psychotherapy notes, marketing disclosures and sale of PHI do require prior authorization by you, and you have the right to be notified in case of a breach of unsecured PHI.

Right to Inspect and Copy

You have the right to inspect and copy your health information, such as progress notes and billing records. You must submit a written request to your therapist in order to inspect and/or copy your information. If you request a copy of the information, your therapist may charge a fee for the costs of copying, mailing or other associated supplies. Your therapist may deny your request to inspect and/or copy in certain limited circumstances. If you are denied access to your information, you may ask that the denial be reviewed.

Right to Request Restrictions

You have the right to request a restriction or limitation on the confidential information used or disclosed about you for any of the purposes outlined above. Your therapist is not required to agree to such requests.

Right to Request Confidential Communications

You have the right to request that your therapist communicate with you about treatment matters in a certain way or at a certain location. For example, you can ask that your therapist only contact you at work or by mail. You will not be asked the reason for your request. We will accommodate all reasonable requests.

Right to a List of Disclosures

You are entitled to a list of disclosures of your PHI by your therapist. The 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, or to corrections or law enforcement personnel. The list will include the date of the disclosure, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. Your therapist may charge you for the costs of providing the list. Your therapist will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

The Right to Amend Your PHI

If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that your therapist correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of receipt of your request. Your therapist may deny your request, in writing, if the PHI is: (a) correct and complete, (b) forbidden to be disclosed, (c) not part of records, or (d) written by someone other than your therapist. The 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 denial be attached to any future disclosures of your PHI. If your therapist approves your request, the change(s) to your PHI will be made. Additionally, you will be informed that the changes have been made, and your therapist will advise all others who need to know about the change(s) to your PHI.

Your Right to Get This Notice by Email

You have the right to get this notice by email. You have the right to request a paper copy of it, as well.

How to Send Complaints

If, in your opinion, your therapist 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. You will not be penalized for filing a complaint.

Contact Information About This Notice

If you have any questions about this notice or any complaints about the privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact your therapist at: 650-999-0232 or crystal@talk.yoga.

Notification of Breaches

In the case of a breach, your therapist is required to notify each affected individual who's unsecured PHI has been compromised. Even if a business associate caused such a breach, your therapist is ultimately responsible for providing the notification directly or via the business associate. If the breach involves more than 500 persons, OCR must be notified in accordance with instructions posted on its website. Your therapist bears the ultimate burden of proof to demonstrate that all notifications were given or that the impermissible use or disclosure of PHI did not constitute a breach and must maintain supporting documentation, including documentation pertaining to the risk assessment.

PHI After Death

Generally, PHI excludes any health information of a person who has been deceased for more than 50 years after the date of death. Your therapist may disclose deceased individuals' PHI to non-family members, as well as family members, who were involved in the care or payment for healthcare of the decedent prior to death; however, the disclosure must be limited to PHI relevant to such care or payment and cannot be inconsistent with any prior expressed preference of the deceased individual.

Individuals' Right to Restrict Disclosures; Right of Access

To implement the 2013 HITECH Act, the Privacy Rule is amended. Your therapist is required to restrict the disclosure of PHI about you, the patient, to a health plan, upon request, if the disclosure is for the purpose of carrying out payment or healthcare operations and is not otherwise required by law. The PHI must pertain solely to a healthcare item or service for which you have paid the covered entity in full.

The 2013 Amendments also adopt the proposal in the interim rule requiring your therapist to provide you, the patient, a copy of PHI to any individual patient requesting it in electronic form. The electronic format must be provided to you if it is readily producible. The 2013 Amendments also give you the right to direct your therapist to transmit an electronic copy of PHI to an entity or person designated by you. Furthermore, the amendments restrict the fees that your therapist may charge you for handling and reproduction of PHI, which must be reasonable, cost-based and identify separately the labor for copying PHI (if any). Finally, the 2013 Amendments modify the timeliness requirement for right of access, from up to 90 days currently permitted to 30 days, with a one-time extension of 30 additional days.