

The LifeWorks Group Counseling Client Privacy Policy

Notice of Privacy Practices & Outpatient Services Agreement

This form contains important information about *The LifeWorks Group, Inc.*, professional services, privacy and business policies. Please read it carefully, and feel free to raise any thoughts or questions you may have. When you sign this document during your initial counseling session, it will represent a confidential agreement between you and *The LifeWorks Group, Inc.*

Our Commitment to Your Privacy

Protecting client privacy is an important element of the trust between *The LifeWorks Group, Inc.*, and our clients, and an important legal and ethical obligation. We are deeply committed to protecting clients' rights to privacy, and to safeguarding client information, thus, we try to keep the records relatively brief.

The LifeWorks Group, Inc.'s Responsibilities

The LifeWorks Group, Inc. is required by law to both maintain records and the privacy of your Protected Health Information (PHI). This includes medical information about you that is collected during the course of your treatment, such as your symptoms, examination and test results, diagnoses, treatment, and a plan for future care. Information about care that you have received from other providers may also be included in *The LifeWorks Group, Inc.*'s medical record. PHI also includes demographic information and payment information.

We are required by law to provide you with this Notice of Privacy Practices. This Notice describes how we use your PHI, and disclose (share) it with others. *The LifeWorks Group, Inc.* must abide by the terms of the Notice currently in effect. We reserve the right to change the terms of this Notice and to make the new Notice provisions effective for all PHI that it maintains. We will post the current notice online at <http://www.lifeworksgroup.org> or make it available upon request.

The following are examples of legally permitted uses and disclosures of your PHI:

A. Uses and Disclosures of Health Information for Treatment, Payment and Operations

Your PHI may be used and disclosed by *The LifeWorks Group, Inc.* Your PHI may also be used and disclosed as necessary for *The LifeWorks Group, Inc.* to obtain reimbursement for care provided to you, and to support the operation of this practice.

1. Treatment:

The LifeWorks Group, Inc. may use your PHI to provide and manage your health care. If we refer you for other treatment--for example to another clinician or hospital --We will provide that health care provider with the necessary information to diagnose or treat you. In addition, we may share your PHI with other health care providers who you may wish to consult with us about your care. We believe this is critical to provide you the very best in health care and is necessary given the complexities of various health conditions.

2. Payment:

The LifeWorks Group, Inc. may use and disclose your PHI, as needed, to obtain payment for health care services. We may disclose information to your insurance company or third party payer in order to assist you in receiving reimbursements for approved treatments, to assist with verifying eligibility or coverage for insurance benefits, and to permit the payer to review services provided to you for medical necessity. For example, we may need to share relevant PHI to your health plan to obtain approval for your continuing authorizations of treatment.

3. Healthcare Operations:

The LifeWorks Group, Inc. may use or disclose your PHI in order to conduct its business of providing health care. These health care operations may include quality assessment, training of students, credentialing and various other activities that are necessary to run our service and to improve the quality and cost effectiveness of the care that we deliver to you. Some of these business operations may be performed by outside parties (Business Associates) on *The LifeWorks Group, Inc.*'s behalf. Our Business Associates must agree to maintain the confidentiality of your PHI.

In addition, we may also provide you with information about treatment alternatives or other health-related benefits, products and services that may be beneficial to you, again with the hopes of improving your health and welfare.

B. Other Permitted and Required Uses and Disclosures of Your Health Information

In addition to treatment, payment and healthcare operations, there are other circumstances in which *The LifeWorks Group, Inc.* is either permitted or required to disclose your PHI, in accordance with applicable law. In general, the law protects the confidentiality of all communication between a client and a mental health provider. However, Federal/State laws exist establishing exceptions to the general rule of confidentiality which may require *The LifeWorks Group, Inc.* to disclose information even without your permission if it is legally required.

1. Involvement of Others in Your Health Care:

The LifeWorks Group, Inc. will make an effort to ask you if we may share relevant PHI about you with family members or any other person you may identify. If you are not present, unable to communicate, or in an emergency situation, *The LifeWorks Group, Inc.* may exercise our professional judgment to determine whether to share this information. In addition, we may need to disclose PHI to notify a family member or any other person responsible for your care of your location, general condition or death. Finally, *The LifeWorks Group, Inc.* may disclose your PHI to an authorized public or private entity to assist in disaster relief efforts, and to coordinate efforts to notify someone on your behalf. Please be assured we will only do so if absolutely necessary and in the event of an emergency or disaster.

2. Victims of Abuse, Neglect or Domestic Violence:

If *The LifeWorks Group, Inc.* reasonably believes you are a victim of abuse, neglect or domestic violence, we may disclose your PHI to an appropriate agency authorized by law to receive such reports. When we have reason to believe that a child, elderly, or disabled person is being or has been abused and/or neglected, we are required by law to report this information to the appropriate agency.

3. Health Oversight:

The LifeWorks Group, Inc. may be required to disclose PHI to a health oversight agency for audits, investigations, inspections, and other health oversight activities. Oversight agencies include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws.

4. Legal Proceedings or Law Enforcement:

The LifeWorks Group, Inc. may be required to disclose PHI in the course of any judicial or administrative proceeding in response to a legal order or other lawful process, including a subpoena. *The LifeWorks Group, Inc.* may be required to disclose PHI for law enforcement purposes.

5. To avert a serious threat to health or safety:

The LifeWorks Group, Inc. may be required to use and disclose PHI to prevent or lessen a serious threat to a person's or the public's health or safety. For example, when we have reason to believe there is imminent threat that you/your family member will seriously, physically harm yourself/himself/herself or another person. In order to protect you/your family member or the other person from harm, we are required to disclose information or take other protective actions (including contacting the police or seeking hospitalization).

6. Workers Compensation:

The LifeWorks Group, Inc. may use and disclose PHI as required to comply with workers compensation laws, and other programs that provide benefits for work-related injuries or illnesses.

7. Required By Law:

The LifeWorks Group, Inc. may be required to use or disclose your PHI to the extent that the use or disclosure is required by federal, state or local law (such as the US Patriot Act). This includes any other law not already referred to in the preceding categories. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. This may happen if a judge orders *The LifeWorks Group, Inc.* to disclose records or testify about confidential circumstances in certain legal proceedings.

C. Uses and Disclosures of Health Information Based Upon Your Written Authorization

Uses and disclosures of your PHI, other than those described above, will be made only with your written authorization. For example, you will need to sign an authorization form before *The LifeWorks Group, Inc.* can send your PHI to your life insurance company. We will also obtain your written authorization prior to using your PHI to send you any marketing materials. You may revoke your authorization at any time, in writing, except to the extent that *The LifeWorks Group, Inc.* has taken any action in reliance on the authorization.

In addition, federal and state laws require that we obtain your specific written authorization for the use or disclosure of certain information about you. This information includes psychotherapy process notes as defined by federal law; communications with certain behavioral health professionals; communications between domestic violence victims and domestic violence counselors, and between sexual assault victims

and sexual assault counselors; and information related to substance abuse treatment, HIV testing or test results, treatment of sexually transmitted diseases, and genetic testing or test results.

II. Your Individual Rights

Although your medical record at *The LifeWorks Group, Inc.* is *The LifeWorks Group, Inc.*'s property, the PHI it contains belongs to you. The following is a statement of your rights with respect to your PHI, and a brief description of how you may exercise these rights.

A. You have the right to inspect and copy your Health Information

At any time, you may inspect and obtain a copy of PHI about you, including your medical and billing record, which may be used to make decisions about your care. Under limited circumstances we may limit your access to all or certain portions of your record. This includes, but is not limited to, psychotherapy process notes, or information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding. If you are denied access to portions of your record, in some circumstances you may have a right to have this decision revised. All requests to access your record must be made in writing to *The LifeWorks Group, Inc.*, and will be processed within 30 days. If you request a copy of your records, we may charge you a fee to cover the copying and mailing costs. In the majority of situations, parents of minor children (under 18 years of age) have the legal right to examine a summary of records. In divorce situations, both parents often have equal access to their family member's records, even if one parent has sole legal custody. If you participate in couples or family therapy, we will not release records to any outside party unless we are authorized to do so by all adult family members who were part of the treatment, unless mandated to do so under other clauses of this agreement. This is true even if you are no longer married or together as a couple.

B. You have the right to request an amendment of your Health Information

You may request *The LifeWorks Group, Inc.* to amend your treatment and billing information if you think the information is incorrect or incomplete, for as long as we maintain the information. If for some reason we deny your request, we must give you a written statement with the reasons for the denial, and what other steps are available to you. Please don't hesitate to contact us if you have questions about amending your medical record, or any staff to discuss amendments to your billing records.

C. You have the right to request a restriction of your Health Information

You have the right to ask for restrictions on the use and sharing of your PHI for treatment, payment, or health care operations. *The LifeWorks Group, Inc.* is not required to agree to your request. If we do, we must put the restriction in writing and abide by it, except if you need to be treated in an emergency. You may not ask us to restrict uses and sharing of information that we are legally required to make. All requests must be in writing to *The LifeWorks Group, Inc.*' office.

D. You have the right to request to receive communications from us by alternative means or at an alternative location

We will make every effort to accommodate requests, provided you supply a valid alternative address or other method of contact. In certain cases we may need to contact you and may do so at the original address or phone number if attempts to contact you at the alternative locations are not successful.

III. Technological Limitations & Concerns

A. Confidentiality of E-mail, Cell Phone and Fax Communication

It is very important to be aware that e-mail, cell phone and cordless phone communication can be relatively easily accessed by unauthorized people and hence, the privacy and confidentiality of such communication can be compromised. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all emails that go through them. Faxes can be sent erroneously to the wrong address. Please notify us at the beginning of treatment if you decide to avoid or limit in any way the use of any or all of the above-mentioned communication devices. Please do not use e-mail or faxes in emergency situations. Also, please note that most insurance companies will not reimburse you for phone sessions. Clients will be expected to assume the full fee if phone sessions are scheduled. Be aware, that you should typically make confidential calls to our office on a 'land line' for greatest security since cell phones can be unreliable.

IV. Complaint Process

If you believe *The LifeWorks Group, Inc.* has violated your privacy rights, please communicate your concerns to us. You may also send a written complaint to the Director, Office for Civil Rights of the U.S. Department of Health and Human Services. We will not retaliate against you if you file a complaint about our privacy practices, nor will it affect your rights or status as a client with *The LifeWorks Group, Inc.* We will make every effort to respond to your concerns immediately and professionally.

You may contact *The LifeWorks Group, Inc.* for further information about the complaint process or our privacy practices. The mailing address is: *The LifeWorks Group, Inc.*, 1850 Lee Road Suite 250, Winter Park, FL 32789.

V. The Process of Psychotherapy

The LifeWorks Group, Inc.'s therapeutic & consulting services are not easily described in general statements. It varies depending upon the personalities of the provider and client, and the particular problems and treatment goals that you would like to address. Unlike visits to your medical doctor, services from *The LifeWorks Group, Inc.* call for an active effort on the part of the clients and their families (when applicable), if they are minors, it requires working on issues during sessions and at home. *The LifeWorks Group, Inc.*'s services have benefits and risks. Since our services often involve discussing difficult issues, you or your family member may experience uncomfortable feelings including anger, sadness, worry, fear, or experience anxiety, depression, and insomnia. The process of psychotherapy may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel upset, angry, depressed, challenged, 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, schooling, housing, or relationships. Sometimes a decision that is positive for one family member can be viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow or even frustrating. There is no guarantee that psychotherapy will yield positive or intended results. On the other hand, psychotherapy and related services have also been shown to have benefits for people who participate in it. Our services often lead to

better relationships, solutions to specific problems, improved coping skills, and reductions in feelings of distress. However, there are no guarantees as previously mentioned. The initial sessions will involve an evaluation of your needs/your family member's needs. By the end of the evaluation, we will offer feedback and recommendations. The evaluation period is a time for you and *The LifeWorks Group, Inc.* to decide if we are the most appropriate person/team to provide the services to meet your treatment goals. It is also a time for you to evaluate your comfort level in working with *The LifeWorks Group, Inc.* Therapeutic & consulting services involve a significant commitment of time, money, and energy, so you should be careful about the provider you select. If you have questions about our procedures, we should discuss them whenever they arise. If your doubts persist, we would be happy to facilitate a referral to another mental health professional for a second opinion or continued treatment.

VI. Privacy Issues Specific to Children under Eighteen Years of Age

To provide services for your child, both parents should give consent for services, even if the parents are divorced. If we are working individually with your child, it will be important for *The LifeWorks Group, Inc.* to discuss which aspects of our communications with your child will remain confidential. As parents, you are the most important people in your child's life, and it is necessary for you to be partners in your child's treatment. However, it may be difficult for a child, particularly an adolescent, to have a productive relationship with a provider if he or she feels that what is said in our services will always be shared with parents. At the onset of treatment, we will develop a plan for how communications will be handled that best meets the particular needs of your child and his or her treatment goals.

VII. Limitations of Phone & Email Sessions

You may need to understand that phone and email sessions have limitations compared to in-person sessions, among those being the lack of "personal" face-to-face interactions, the lack of visual cues in the therapy process, and the fact that most insurance companies will not cover this type of therapy. If participating in this form of therapy, it is important to understand that phone/email psychotherapy with *The LifeWorks Group, Inc.*, is not a substitute for medication under the care of a psychiatrist or doctor. You need to understand that phone sessions and emails are not appropriate if you are experiencing a crisis or having suicidal or homicidal thoughts. If a life threatening crisis should occur, you agree to contact a crisis hotline, call 911, or go to a hospital emergency room as soon as possible. You also understand that clinicians with *The LifeWorks Group, Inc.*, follow the laws and professional mental health regulations of the State of Florida (USA) and that the psychotherapy treatment will be considered to take place in the state of Florida (USA).

VIII. Consultation

Since *The LifeWorks Group, Inc.* intends to provide you with the highest quality of care, we may periodically consult with another, experienced, licensed mental health professional regarding your/your family member's treatment in order for your/your family member to get the additional benefit of their experience. During these consultations, we will share limited information, and none that would identify you/your family member specifically. The consultant is required by law to keep what we share confidential. Consultation is a standard, ethical, and accepted part of high quality mental health care.

IX. Contacting *The LifeWorks Group, Inc.*

If you need to reach us between sessions, please call (407) 647-7005. If we are unavailable, please leave a message on our confidential voicemail. We are often not immediately available by phone, but check our voicemail daily. In an emergency, if you cannot wait safely for a return call, please utilize services at your local emergency room, and/or call 911 and continue to try to reach your *The LifeWorks Group, Inc.* clinician. At all times take the most responsible action to protect your life and health, or the life and health of those you care about.

X. Fees and Billing Policy

Payment for sessions is expected in full at the time of service, unless we make an alternative agreement. Payment schedules for other professional services will be determined when such services are requested. The below table provides information on our standard fees. These payments are due at the time of service.

Service Type	Session Length	Fee
Office Visit	50 minutes	\$25-250.
Cancellation Fee	If less than 24 hours	\$75
No-Show Fee	Without prior cancellation	Full Session Fee

At times, it may be clinically beneficial or necessary for *The LifeWorks Group, Inc.*'s services to be supplemented by collateral services. These services may include, but are not restricted to, phone consultations with schools, adjunct mental health professionals, attorneys or physicians, as well as create reports or letter writing, or time spent providing any other service authorized by you including travel time. It is our policy to charge a prorated amount for these services based on our standard session fee. There will be no charge for phone consultations less than 15 minutes as this is considered a reasonable part of the clinical counseling relationship.

XI. Healthcare Insurance Policy

The LifeWorks Group, Inc. may be covered by your health plan under an out-of-network basis. It is important to understand that insurance companies may demand disclosure of detailed confidential information which, while we believe may be an intrusion of your rights to confidentiality, yet may be required for your financial reimbursement. We will never release records without your written authorization, except as has already been stated previously in this document.

A. Out-of-network Insurance

If you have insurance coverage that covers *The LifeWorks Group, Inc.*' services on an out-of-network basis, we will provide you with the necessary documentation so you can pursue reimbursement independently. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. However, you (not your insurance company) are responsible for pursuing reimbursement of our fees. Please note that full payment is due at the time of service. It is important that you communicate with your insurance company to find out what mental health services your insurance policy covers, either by contacting a plan administrator or reviewing a coverage booklet or calling the toll free number on the back of your insurance card. Some plans require prior authorization before you begin service in order to qualify for reimbursement for mental health services. It may also

be necessary to seek re-approval for our services after a certain number of sessions. Information we provide to your insurance company will become a part of the insurance company records, and will probably be stored in a computer. Although insurance companies try to maintain confidentiality, we have no control over insurance company policies. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to your confidentiality, privacy, or to future eligibility to obtain health or life insurance. The risk stems from the fact that mental health information is entered into the insurance companies' computers and may also be reported to a national medical data bank(s) which may be reviewed prior to offering a new or renewal insurance policy. We have no control of your confidential information once it has been authorized to be released to your insurance company.

XII. Cancellation Policy

To avoid payments for missed appointments, cancellations need to be made 24 hours in advance by leaving a voicemail message with *The LifeWorks Group, Inc* on the voicemail system at 407.647.7005. If a client calls to cancel within 24 hours, the fee is usually \$75.00. The full amount of the usual-and-customary fee will be charged if you just do not show up to a scheduled appointment.

XIII. Termination of Services

It is our policy to be as effective of a service as we can to you. If at any point during treatment, we assess that we are not effective in helping you reach the therapeutic goals, we are obliged to discuss it with you and, if appropriate, to terminate treatment. In such a case, we would give you a number of referrals and/or assist you in finding another provider that may be of help to you. If you request it and authorize it in writing, we will talk to the psychotherapist or psychologist of your choice in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, we will assist you in finding someone qualified, and, if we have your written consent, we will provide her or him with the essential information needed. You have the right to terminate therapy at any time. If you choose to do so, we will offer to provide you with names of other qualified professionals whose services you might prefer.

XIV. Mediation & Arbitration

All disputes arising out of or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of *The LifeWorks Group, Inc.*, and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. Notwithstanding the foregoing, in the event that your account is overdue (unpaid) and there is no agreement on a payment plan, *The LifeWorks Group, Inc.* can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

Receipt, Agreement & Authorization Form

Notice of Privacy Practices & Outpatient Services Agreement

Once you have received, read, and understand the Notice of Privacy Practices & Outpatient Services Agreement supplied by *The LifeWorks Group, Inc.* and understand that if you have any questions about these practices, you may ask questions at any point in time. You further understand that these privacy practices may change from time to time and that the current version of these practices can be found at <http://www.thelifeworksgroup.org>. My/Our/Your signature on this document indicates agreement with these terms. Once you begin a professional relationship, you authorize and agree to provide payment to *The LifeWorks Group, Inc.* for all services rendered.

Effective Date: This Notice is effective on June 5, 2008.

Authorized Person's Signature to be on file by the first counseling session

Name:

Date: _____