

LifeWorks Counseling Center, LLC
www.lifeworkscounselingcenter.net

CLIENT INFORMATION, PROFESSIONAL SERVICES, AND BUSINESS POLICIES

Welcome to LifeWorks Counseling Center, LLC. This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA). Although these documents are long and sometimes complex, it is very important that you read them carefully before your next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this agreement in writing at any time. That revocation will be binding on us unless 1) we have taken action in reliance on it; 2) there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy; or 3) you have not satisfied any financial obligations you have incurred.

MENTAL HEALTH SERVICES

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the problems you are experiencing. There are many different methods we may use to deal with the problems you hope to address. Psychotherapy is not like a medical visit. Instead, it calls for an active effort on your part. In order for therapy to be most successful, you will have to work on things we talk about during our sessions and at home.

Psychotherapy can have benefits and risks. Since it often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, or helplessness. On the other hand, psychotherapy has been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and reductions in feelings of distress. But there are no guarantees of what you will experience.

By the end of the initial session, your therapist will be able to offer you some initial impressions of what your treatment will include and an initial treatment plan, if you decide to continue. In some cases, particularly with children, the initial evaluation will take several sessions. You should consider this information along with your own assessment about whether your therapist is a person with whom you feel comfortable working. Therapy involves a large commitment of time, money, and energy. If you have questions about your treatment, diagnosis, or sessions, you should discuss your concerns with your therapist whenever they arise.

MEETINGS

Each therapy session will be approximately 45 minutes in length. Please be aware that your therapist will make every effort to be available to you at your appointment time. Because this time could have been available to another person, we will expect you to keep any appointment you make unless an emergency occurs or you give 24 hours' notice. **At your first visit, your therapist will discuss with you**

what constitutes an emergency and the phone numbers where you can get the proper support. It is our policy that you will be charged for sessions missed or canceled without 24 hours' notice. It is important to note that insurance companies do not provide reimbursement for canceled sessions, so you will be charged the total for the session, not just for your co-pay. Additionally, there will be a \$35 charge for any checks returned for insufficient funds.

CONTACTING US BY PHONE

We maintain a voice mail system which is available to take your messages 24 hours a day. In most cases non-urgent messages can be left on voice mail and will be picked up and returned promptly Monday – Saturday during office hours. If you block anonymous calls, please turn off such blocking while you wait for a return call, as we often return calls from confidential telephone numbers. If you are experiencing an emergency during non-office hours, please dial 911 or go to your local hospital's emergency room. Please be aware that extended phone calls (longer than 15 minutes) are considered to be a counseling session by phone and will be billed accordingly. If your insurance covers telephone counseling, you will be responsible for any copay/co-insurance/patient responsibility amount. If your insurance doesn't cover telephone counseling, you will be billed at our self-pay rate.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a client and a licensed mental health professional. In most situations, we can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- We may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of any client. The other professionals are also legally bound to keep the information confidential. If you don't object, we will note all consultations in your Clinical Record.
- You should be aware that we practice with other mental health professionals and that we may employ administrative staff. In most cases, we need to share your protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing, and quality assurance. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member. Even within LifeWorks Counseling Center, LLC, only necessary information is shared. If more than one member of a family is in treatment here, therapists involved will share information only with your permission.
- We also have contracts with computer services providers. As required by HIPAA, we have a formal business associate contract with the businesses, in which they promise to maintain the confidentiality of the data except as specifically allowed in the contract or otherwise required by

law. If you wish, we can provide you with names of these organizations and/or a blank copy of this contract. Again, only necessary information is shared.

Disclosures required by health insurers are discussed elsewhere in this agreement.

The HIPAA Notice spells out situations where we are required to release information even without your consent. There are some situations in addition to those included in the Notice where we are permitted or required to disclose information without either your consent or Authorization.

- If a government agency is requesting the information for health oversight activities, we may be required to provide it for them.
- If a client files a complaint or lawsuit against us, we may disclose relevant information regarding that client in order to defend ourselves.
- Upon receipt of a valid court order signed by a Judge.

Based on Act 147, passed by the Pennsylvania State Legislature in 2005, it is LifeWorks Counseling Center, LLC's policy that minors aged 14-17 control consent to release information, except that parents/legal guardians can consent to release of records to a primary care physician or current mental health provider if we believe it is in the minor's best interest. Parents/legal guardians have the right to: information necessary for providing consent, including symptoms, conditions to be treated, medications, other treatments, risks and benefits, and expected results. All counseling is confidential, even as it applies to children and teens. However, if the therapist feels that the individual is a danger to him or herself, there will be no confidentiality. Parents/guardians will be notified. Parents/guardians, or families will be involved in the counseling process as needed in order to support the client's therapeutic process.

All abuse and neglect to individuals who are fragile, or unable to seek help for themselves, will be reported to the proper authorities, by law, for the proper investigation.

While this written summary of expectations to confidentiality should prove helpful in informing you about potential problems, it is important that you read the **HIPAA Notice of Privacy Practices** and we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and we are not attorneys. In situations where specific advice is required, legal advice may be needed.

SOCIAL MEDIA/TEXTING/EMAILS

We are unable to honor friend requests on Facebook or other social media platforms. Please do not text or email sensitive personal information. It is best practice to discuss such matters personally with your clinician, either over the phone or in person.

PROFESSIONAL RECORDS

The laws and standards of our professions require that we keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to us confidentially by others, or the record makes

This document contains information required by federal and state law.

reference to another person (unless such other person is a health care provider) and we believe that access is reasonably likely to cause substantial harm to such other person, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or may be upsetting to untrained readers. For this reason we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a reasonable copying fee (and for certain other expenses). If we refuse your request for access to your records, you have a right of review (except for information that has been supplied to us confidentially by others) which we will discuss with you upon request. If more than one person is seen in a session, both must consent to any release of the record.

You should be aware that pursuant to HIPAA, we may keep Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record, mentioned above. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultants, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier.

In addition, we may elect to keep a set of Psychotherapy Notes. These Notes are for our own use and are designed to assist us in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of conversations, an analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal that is not required to be included in your Clinical Record. Your Psychotherapy Notes are available to you and cannot be sent to anyone else, including insurance companies without your written, signed authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise or unless you have insurance coverage that requires other arrangements. Payment schedules for other professional services are included in the **Fee Schedule** you received. Additionally, we may charge a higher hourly rate for all time spent speaking with or corresponding with your attorney or any custody evaluator should you request we do so.

INSURANCE REIMBURSEMENT

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. We will fill out and send in forms and provide you with whatever assistance we can to help you receive the benefits to which you are entitled; **however, you (not your insurance company) are responsible for full payment of our fees.** It is very important that you find out exactly what mental health services your insurance policy covers. Often, **YOU** must make and initiate contact with your

insurance company and tell them you are beginning treatment with us to obtain prior authorization. You should carefully read the section in your insurance coverage booklet that describes mental health services, including the maximum number of sessions per year.

If you have questions about the coverage, call your plan administrator. Of course, we will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company. **In some cases, an insurance company may take several months to process a claim payment for services rendered. In such cases, after three months have elapsed with no claim payment, we will bill you for the estimated amount of the claim payment. Once we receive payment from your insurance carrier, the amount you paid will be refunded to you, minus any unpaid Patient Responsibility amount.**

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services we provide you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep information confidential, we have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that we can provide information to your carrier.

It is important to remember that you always have the right to pay for our services yourself to avoid the problems described above.

DISCHARGE FROM TREATMENT

On occasion, the relationship between therapist and client may reach a point where one or both parties feel that continuing the relationship would not be beneficial. There are certain circumstances under which a client is asked to leave the practice, including:

- Physical or verbal abuse of any therapist or staff member
- Theft or destruction of office property or equipment
- Repeatedly missing or cancelling appointments (3 consecutive appointments or 5 appointments in one calendar year.)

In this situation, you will be notified by mail that you have 30-days in which to find another therapist. We will continue to provide care within the 30-day period in the event that an emergency occurs.

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ACKNOWLEDGEMENT/SIGNATURE

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Client Name (printed) Client Signature

If Client is under 18: Parent/Guardian Name (printed) Parent/Guardian Signature

Today's Date: _____