



COUNSELING POLICIES - ADULT

Please read through our policies carefully. **Keep this for your records.** There is important information about our professional services and business practices as well as responsibilities and expectations of you as the client. When you sign the Signatures page it signifies you understand of all the policies as well as the responsibilities of both the client and therapist.

WELCOME

A decision to seek professional counsel is a significant step. We are honored you have chosen **LifeWorks Behavioral Health & Consulting**. We will make every effort to bring our skills and resources to each session to enable you to find solutions for your specific concerns. We look forward to the work about to be undertaken. All our therapists are credentialed and licensed to practice in Texas. None of the therapists in our practice are physicians and we do not prescribe medication.

INTAKE AND APPOINTMENTS

Please check-in with the receptionist at the beginning of each session. If you are coming after the reception office is closed, please take a seat in the waiting area and your therapist will greet you shortly. You will have received the counseling policy form and a personal history questionnaire. Please have them filled out prior to the appointment or plan to come at least 15 minutes early to fill them out. The time allotted for your appointment cannot be extended due to incomplete forms. The initial session will orient you as to what you should expect in counseling. It will involve beginning to gain an in-depth understanding of what brought you to counseling. The first few sessions are also important for establishing rapport and setting some preliminary goals. Appointments are usually scheduled for about 55 minutes once a week. In some circumstances, you may need more or less than one appointment each week and your therapist can discuss this with you.

THE BENEFITS AND RISKS OF THERAPY

Therapy involves the possibility of both risks and benefits. Generally, there are no quick results. Therapy will require commitment and often hard work. It is impossible to guarantee you will get the results you seek.

However, the benefits of therapy have been demonstrated in hundreds of well-designed research studies. People who are depressed may find their mood lifting. Others may no longer feel excessively afraid, angry, or anxious. In therapy, people have a chance to talk things out fully

until their feelings are relieved or the problems are solved. Clients are provided with tools, information and steps to overcome their problems. Client's relationships and coping skills may improve greatly. They may get more satisfaction out of social and family relationships. Their personal goals and values may become clearer. They may grow in many directions—as individuals, in their close relationships, in their work or education, and in the ability to enjoy their lives.

But there are also risks such as experiencing uncomfortable levels of sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other negative feelings. Some people recall unpleasant memories. Clients may have problems with people important to them. Family secrets may be told. Problems may temporarily worsen after the beginning of treatment. Most of these risks are to be expected when people are making any important changes in their lives. Finally, even with our best efforts, there is a risk that therapy may not work out well for you.

USE OF DIAGNOSIS

Insurance companies will require a diagnosis of a mental-health condition before they will agree to reimburse. Any diagnosis made will become part of your permanent insurance record.

RELATIONSHIP BETWEEN CLIENT AND THERAPIST

It is natural in a counseling situation for a valued relationship to develop between therapist and client(s). However, in order for the most professional and best quality therapy to occur, the discussion of counseling issues must be confined to a professional setting. You may run into your therapist in another setting. Your therapist will NOT be able to talk to you about your therapy and may even be hesitant to greet you with familiarity. This is to protect your privacy and keep the relationship professional. Relationships that develop in counseling will not be able to continue once counseling has ended. This is mandated by the ethical guidelines of our professions. Your therapist will NOT be available for phone consultations between sessions unless you make specific arrangements. Phone or electronic consultation will be charged at the listed rate. Your therapist will not connect to you via social media and please do not try to connect with or follow your therapist on personal social media. If you have any questions about this policy, please feel free to discuss it with your therapist.

TELEPHONE AND EMAIL COMMUNICATION

Voicemail is available between sessions. Messages will be returned as soon as possible during business hours. Voicemail will not be monitored after hours and **should not be** considered as a means to contact your therapist in crisis or emergency.

Email or text should be used only for scheduling and may not be checked on a daily basis. Any exceptions would need to be made with your therapist. Emails, texts and cellular service should



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not be considered confidential, and **LifeWorks Behavioral Health & Consulting** is not responsible for information transmitted through those means.

LENGTH AND END OF YOUR THERAPY

It is difficult to judge the length of therapy. Your counselor may be able to give you some idea regarding the possible length, but it is just an estimate. The end of therapy can happen for different reasons. 1) A natural ending occurs after goals are reached. 2) You may feel your needs are not being met. It may be possible to reevaluate the goals or approach if you discuss this with your therapist. If not, referrals can be offered to you. 3) You and/or your therapist may determine she or he is not the best fit for you. Typically, this would be done in the first few sessions but sometimes it can happen later in the process. 4) It may be determined that the particular treatment you are receiving is not suitable. For example, if you are coming to counseling once a week but you really need intensive outpatient or inpatient treatment. 5) You may have other reasons or circumstances that lead to your decision that are not related to counseling.

If you think you want to quit, it is important to discuss these feelings with your counselor before you make a decision. However, you have the right to end counseling at any time and are not required to give an explanation to the counselor. After counseling has ended, you may return later for additional counseling sessions.

NOTICE OF PRIVACY PRACTICES

Texas law protects the privacy of communications regarding mental health treatment between you and your therapist. Before disclosing mental health information about you to others, we will request your permission, and have you sign a written form. Texas law generally restricts our disclosure of your Protected Health Information (PHI) in most instances. However, there are some exceptions to this that are described below.

1. We may use and disclose PHI about you to provide health care treatment to you. This may include communicating with other health care providers regarding your treatment and coordinating and managing your health care with others. In addition, we may use and disclose PHI about you when referring you to another health care provider. For example, your counselor may share medical information about you when referring to a physician. We may contact you with information about treatment, services, products or health care providers. We may contact family members in case of an emergency.

2. We may use and disclose PHI about you to run our practice. We may contact you to schedule or remind you of appointments. We may leave messages in your voice mail or with the person who answers the phone. We may use and give your health information to others to bill and collect payment for the treatment and services provided to you. Before you receive scheduled services, we may share information about these services with your insurance provider. Sharing information allows us to ask for coverage under your plan or policy and for approval of payment before we provide the services. If we have to contact you, we will use the information we have in our records. If an account is unpaid, we have the right to turn it over to a collection's agency.

3. We may use and/or disclose PHI about you for a number of circumstances in which you do not give consent, give authorization or otherwise have an opportunity to agree or object. Those circumstances include:

- When law requires the use and/or disclosure. For example, when federal, state or local law or other judicial or administrative proceeding requires a disclosure.
- When the disclosure relates to minors or the elderly who are or may be victims of abuse, neglect or violence. For example, if we are informed or reasonably suspect that a child is or has been abused or neglected by you or a family member, we are mandated by law to report that to the Department of Social Services. Child abuse includes, but may not be limited to, severe physical punishment, sexual molestation, neglect and abandonment.
- When the use and/or disclosure is to avert, prevent or lessen a serious and imminent threat to the health or safety of a person or the public. If you threaten to harm either yourself or someone else, we are obligated to take whatever actions seem necessary to protect any involved people from physical harm. This includes the obligation to warn any person who may be harmed by your behavior. This is a responsibility we don't take lightly and would only happen if it was determined that danger was imminent and unavoidable.
- When the use and/or disclosure relates to correctional institutions and other law enforcement situations.
- We may discuss your case during supervision or consultation we deem important to provide you the best treatment. Every effort will be made to disguise identifying information.

If you sign a written authorization allowing us to disclose PHI about you in a specific situation, you can later cancel your authorization. If you cancel your authorization in writing, we will not disclose PHI about you after we receive your cancellation, except for disclosures that were being processed before we received your cancellation. You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say "no" if it would affect your care.



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You have the right to ask for a copy of your medical record. You have the right to ask us to correct health information about you that you think is incorrect or incomplete. We may say “no” to the request, but we have to let you know why in writing within 60 days. You can ask us to contact you in a specific way or to send mail to a different address. We will agree to all reasonable requests. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information. You can ask for a list of all the times we have shared your health information for 6 years prior to your request.

RECORDS

Therapists are required to keep a record of each session. The kind and amount of information will vary with different therapists. If you have questions about this, you can ask your therapist. Your records are not shared with anyone unless noted in the privacy section. We are required to keep a copy of your records for 7 years for adults and 7 years after the 18th birthday of a minor. After that the records may be destroyed.

Most of the information a clinician collects about you will be classified as confidential. However, when insurance is involved, we do not have control over and cannot assure confidentiality. That means employees of the insurer and employees of contracted organizations of the insurer may have access to your information. This is provided for in the insurance policy between you and your insurance company.

A client record remains the property of **LifeWorks Behavioral Health & Consulting**. However, clients may have access to information contained in the file, except in those cases where the release of such information may be deemed harmful to the client’s well-being. Information can be released to others only upon written informed consent of the client. In the event of request for transfer of records, the records will be forwarded upon completion of a Release of Information Form.

EMERGENCIES

The therapists at **LifeWorks Behavioral Health & Consulting** are not on call. We do not have specific access or privileges at any hospitals. We will do our best to respond to emergencies, but we do NOT provide 24-hour coverage. If you or a family member has an emergency, please call

911. There are services available that provide rapid response and follow up access to psychiatric help.

COUPLES AND FAMILY THERAPY

Couple and family counseling differ somewhat from individual counseling. The couple or family unit is the “client” and your therapist’s first priority is to the relationship. Your therapist will work hard to be impartial and not favor an individual. Often there are good reasons to see members of a couple or family individually, or in smaller groups, such as just the parents, or just the children, but the focus is the relationship. Confidentiality policies also change in couple or family counseling. Asking your therapist to keep secret disclosures from others in the family is difficult and puts the therapist in an awkward position. Generally speaking, anything shared in couple’s counseling is available to both parties. Sometimes relationships do not work out. Only you and your partner can make the final decision to marry, separate or divorce. If your relationship changes or you need individual therapy, your marriage therapist may need to refer you to another therapist. Both partners must sign the privacy and consent signature page.

COURT AND LEGAL PROCEEDINGS

LifeWorks Behavioral Health & Consulting providers do NOT perform court evaluations, nor do they appear in court on behalf of individuals, children or adults. Our services are designed to assist in alleviating problems through assessment and/or the process of psychotherapy. If you think that there is the possibility that something related to therapy may be involved in a legal or court action, please inform your therapist as soon as possible. A referral can be made to a clinician that is trained appropriately.

LifeWorks Behavioral Health & Consulting providers are not trained for, nor do they maintain records with the intended purpose of court involvement. In addition, the legal process is such that we may be compelled to reveal information about you that could affect you negatively or undermine your relationship with your therapist. Because the client-therapist relationship is built on trust ,with the foundation of that trust being confidentiality, it is often damaging to the therapeutic relationship for the therapist to be asked to present records to the court, testify whether factual or in an expert nature, in court or deposition.

In the event that it is necessary, by court order or by subpoena, for the therapist to testify before any court, arbitrator, or other hearing officer to testify at a deposition, whether the testimony is factual or expert, or to present any or all records pertaining to the counseling relationship to a court official, the client agrees to pay the therapist for his or her services, (including but not limited to: travel, necessary expenditures (copies, parking, meals, and the like), time spent speaking with attorneys, reviewing records and preparation of reports) at the rate of \$250.00 per hour, rounded to the nearest half hour. The client further agrees to pay a retainer fee of \$1,500.00 one week prior to the appearance, presentation of records, or testimony requested. (Checks are not an acceptable form of payment for these services.)



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UNATTENDED CHILDREN

We are unable to provide supervision for children in the waiting room and cannot accept responsibility for their safety if left unattended. For the safety and welfare of the children and out of consideration for others, please plan for childcare during therapy sessions, or provide adult supervision for children in the waiting room. Parents will be held responsible for any property damage caused by their child. If a child is too disruptive the session may be interrupted and if necessary, may not continue.

INSURANCE

We are in-network providers for several major insurance companies. Not every therapist is a provider on every insurance panel. Please check with the client coordinators when you are scheduling to find out which insurance your therapist accepts. Once you have scheduled, we will attempt to identify and verify your benefits. Nevertheless, it is your responsibility to understand your plans limitations, deductibles and exclusions. For benefit coverage questions, please call the customer service number on the back or your insurance card. Please notify us with any updated insurance policy changes or if your coverage terminates.

We cannot guarantee payment of benefits by your insurance company. Claims are subject to all plan provisions and terms. Payments are determined by many factors including eligibility, limitations, exclusions, and conditions of the plan. Final benefit determination of claim payments will be made at the time the claim is processed. We do not file for services not authorized by your carrier. Therefore, NON-COVERED or UNAUTHORIZED services are paid according to the fee schedule below and you will be responsible for the full amount. If the insurance information provided is inaccurate resulting in a denial of your claim, you will be responsible for the amount of the claim. If you attend an appointment without verification of your coverage you will be responsible to pay the private pay fee for services at the time of your visit.

PRIVATE PAY FEES

Service/Insurance Code	Description	Unit	Unit Rate (Masters)
90791	Initial Intake/Evaluation	45-60 min	\$150
90837	Individual Therapy	53+ min	\$135
90834	Individual Therapy	38-52 min	\$120
90832	Individual Therapy	16-37 min	\$70

90847 / 90846	Family Therapy	53+	\$140
90853	Group Therapy	60/90 min	\$60
Not Billable to Insurance	Late Cancellation / No show	n/a	\$50 (first 2)
Not Billable to Insurance	Returned Check (NSF)	n/a	\$40
Not Billable to Insurance	Phone calls, Letters, & Reports	15 min increments	\$35
Not Billable to Insurance	Court & Legal Activity	Direct time and travel	\$1500 retainer \$250hr

ACCOUNT RESPONSIBILITY

Payment is due at the time of service. Our contract with the insurance companies will not permit us to waive copayments, deductibles, or coinsurance amounts due. The collected payment is based on an estimate of your out-of-pocket costs for services provided. Actual coverage and member liability amounts are determined once the claim is processed and you receive an explanation of benefits (EOB). Any overpayments will be applied to ongoing balances or refunded after claim processing. Any underpayments must be paid at your next scheduled appointment.

If payment for services is not received, your therapist has the right to suspend or stop treatment. **LifeWorks Behavioral Health & Consulting** also reserves the right to forward your information to a collection service if there is a default on any payment obligations described in this agreement.

MISSED APPOINTMENTS

All services are provided by appointment only. We realize that on occasion you will not be able to make a scheduled appointment. However, to protect the practice for the unnecessary loss of availability for clients in need it is our policy to charge the following fees:

\$50 for the first 2 missed appointments

\$75 for 3+

This fee is waived with 24-hour business day notice. This is the policy of **LifeWorks Behavioral Health & Consulting** and your therapist is not permitted to waive it. This fee is not covered by insurance companies. We understand the true emergencies happen. Please provide us with adequate verification and the charge may be dismissed. Excessive missed appointments may result in the termination of treatment or payment of full fee for all appointments, whether you are present or not, at the discretion of your therapist.

OUTSTANDING BALANCE



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New appointments cannot be scheduled if the outstanding balance is over \$250 without payment or valid payment plan.

COMPLAINTS

It is our hope that if you have a serious complaint with your therapist you will discuss that with him or her and try to resolve it. If you are still dissatisfied or have a complaint about **LifeWorks Behavioral Health & Consulting** you can contact one the Partners; Taneka Patrick 254-213-1501. If you feel your complaint is unresolved you have the right to contact the respective licensing board.

*Complaints Management and Investigative Section
P.O. Box 141369
Austin, Texas 78714-1369*

or call 1-800-942-5540

To file a complaint with us you may submit one in writing that includes as many details as possible to:

LifeWorks Behavioral Health & Consulting.
PO BOX 10284 Killeen, Texas 76542
(254) 213-1501.

My signature below acknowledges I have received or been offered a copy of LifeWorks Behavioral Health & Consulting counseling policies.

Printed Client Name or Legally Responsible Person

Signature of Client or Legally Responsible Person

Date