

CONQUEST HEALTH & WELLNESS, LLC.

NOTICE OF POLICIES AND PRIVACY PRACTICES

TO PROTECT THE PRIVACY OF YOUR HEALTH INFORMATION

Informed Consent

This Notice describes how psychosocial and medical information about you may be used, disclosed, and how to obtain access to this information. Please review the following information carefully and sign at the end to indicate that you acknowledge and understand the policies, procedures, and have received a copy for your records.

The Federal Health Insurance Portability and Accountability Act (HIPAA) requires mental health professionals to issue this official Notice of Privacy Practices. This notice describes how information about you is protected, the circumstances under which it may be used or disclosed and how you may gain access to this information. Please review it carefully. For psychotherapy to be beneficial, it is important that you feel free to speak about personal matters, secure in the knowledge that the information you share will remain confidential. You have the right to the confidentiality of your medical and psychological information, and this practice is required by law to maintain the privacy of that information. This practice is required to abide by the terms of the Notice of Privacy Practices currently in effect, and to provide notice of its legal duties and privacy practices with respect to protected health and psychological information. If you have any questions about this Notice, please contact the Privacy Officer at this practice.

ACCESS | You have the right to see, copy, and supplement your own medical records (Usually, this includes medical and billing records but does not include psychotherapy notes.) Copies of your records must be supplied to you within 30 days of your request. The holder of the records is allowed to charge you a reasonable fee for copying your records.

SECURITY | Health care providers, plans, and “information clearinghouses” that collect, share and store your health information must have appropriate technical and administrative safeguards in place to protect your information.

LIMITS ON EMPLOYERS | Health care providers and health plans are barred from disclosing your identifiable health information to your employer. In various circumstances, some employers also gather health-related information on their own. In those cases when the employer is acting in the capacity of a health plan or care provider, as in the case of a self-insured company, they are covered by the new federal law. The health care information they gather can only be used for health-care-related functions and they are prohibited from sharing that information with anyone else in the company. However, if an employer gathers personal health information, but is not acting as a health plan or health care provider, then the information is not protected by the law. Examples of information that is not covered includes information collected as part of an Employee Assistance Program or through a pre or post-employment physical.

PSYCHOTHERAPY NOTES | Mental health providers can refuse to disclose psychotherapy notes to health plans without first obtaining a patient’s voluntary authorization. Health plans may not condition the delivery of benefits or enrollment on obtaining an authorization from an individual.

HOSPITAL DIRECTORIES | You have the right to opt-out of having your name and health status publicly available in a hospital’s directory. You may also limit the hospital from sharing medical information with family members.

LAW ENFORCEMENT | In most cases, law enforcement officials must present some form of legal process—warrant, subpoena, summons—before a health care provider or health plan can disclose your health information to them. If you believe that your health privacy rights or protections have been violated, there are several actions you can take:

CONTACT A PRIVACY OFFICER | Every health care provider and health plan covered by the federal health privacy law must appoint someone on their staff as a privacy officer. If you experience a problem related to the privacy of your medical records or access to them, you might want to contact this individual in an effort to resolve the problem.

FILE A FEDERAL COMPLAINT | You may also choose to file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights, the federal agency charged with enforcing the federal health privacy law. This office has the authority to impose civil and criminal penalties if they find a violation of the law. Your complaint must be filed within 180 days of the incident. The complaint process is outlined at www.healthprivacy.org. A standard complaint form is also available on the website. You can also go directly to www.hhs.gov/ocr/hipaa/. Please be sure to send copies of your complaint to the Health Privacy Project, so that complaints and follow-up can be monitored.

SEEK STATE LEVEL RECOURSE | There are officials in your state who may be willing to help you address violations of the federal privacy law and additional state privacy laws. Among those likely to help are your state attorney general [www.naag.org], your state insurance commissioner [www.naic.org], and a state medical board [www.fsmb.org]. See the websites to find your state’s officials.

LAWSUITS | You do NOT have the right to sue a health care provider or health plan for a violation of the federal privacy law, but a documented violation of the federal law may strengthen a privacy case you bring in state court. If you would like to view all of the privacy laws in their entirety, more information may be found at www.healthprivacy.org and www.hhs.gov/ocr/hipaa/ or ask anyone in the office staff for a copy.

Who Will Follow This Notice

Any health care professional authorized to enter information into your medical record, all employees, staff, and other personnel at this practice who may need access to your information must abide by this Notice. All subsidiaries, business associates (e.g., a billing service), sites and locations of this practice may share medical information with each other for treatment, payment purposes or health care operations described in this Notice. Except where treatment is involved, only the minimum necessary information needed to accomplish the task will be shared.

This consent is to inform you of what to expect from the services you and/or your child will be receiving from Conquest Health & Wellness, LLC. It will also tell you what your rights are and what you need to do to make treatment a success. If you have any questions, you can **contact your assigned clinician**, who is responsible for coordinating your services while in treatment at Conquest Health & Wellness, LLC.

Name: _____ Phone #: _____

If you are in crisis and your clinician is not available, you can call the Community Crisis Hotline: (407) 425-2624. In the event of an emergency (harm to self or others), call 911.

COMPLAINT OR GRIEVANCE PROCESS

If you have a concern that cannot be resolved by speaking with your clinician directly, you may simply e-mail your concern to the *Clinical Director, Javier Rosario LCSW, E-mail: info@conquesthealthwell.com*

I. PAYMENT POLICY

Please read the following office policies that will apply to administrative operations, as well as policies related to private payment and payment by insurance companies and managed health care.

- I fully understand and accept that regardless of my method of payment for services, I am fully responsible for the timely payment for services rendered.
- Please understand that we file insurance as a courtesy to our patients. If you choose to have our office file for your insurance, all insurance information MUST be presented prior to your session. Our office will not backdate any claims. Please bring your insurance cards with you and be aware of your insurance contract information. Your insurance benefits, deductibles, copays and coverage are not determined by our office. We can only assist you in estimating your portion of the cost of treatment. YOU are responsible for unpaid balances due to a lack of information or for services provided but not covered by your plan.
- If you choose to have our office file your insurance, you accept our assistance in managing claims, while you maintain FULL responsibility for all unpaid claims. We will file claims by mail or electronically on a regular basis; therefore, we will not be responsible for delays and denials. It will be your responsibility to ensure we receive prompt payment from your insurance company. We will re-file unpaid claims (usually every 45 days). A \$25 filing fee may be charged per re-filing if deemed excessive
- Our office expects that all deductibles, co-payments, co-insurance or fees not covered by your insurance carrier will be paid at the time services are rendered. Although we will verify your insurance for you, it is your responsibility to be aware of insurance coverage limits, and we encourage you to monitor the number and type of services approved. PLEASE remember that any benefits quoted by your insurance company are NOT a Guarantee of payment. Our office will bill only one responsible party. It is your responsibility to arrange payment at the time services are rendered.

II. Uses & Disclosures for Treatment and Health Care Operations

I may use or disclose your Protected Health Information (PHI) for treatment purposes with your consent. To help clarify these terms, here are some definitions:

- “PHI” refers to information in your health record that could identify you.
- “Treatment” is when I provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when I consult with another health care provider.
- “Use” applies only to activities within my office, such as releasing, transferring, or providing access to information about you to other parties.

III. Uses & Disclosures Requiring Authorization

I may use or disclose PHI for purpose outside of treatment when your appropriate authorization is obtained an “authorization is obtained. An “authorization” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for your information for purposes outside of treatment, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your psychotherapy notes. Psychotherapy notes are notes I have made about our conversation during a private, group, joint, or family counseling session. The notes are given a greater degree of protection than PHI.

You may revoke all such authorizations (of PHI or Psychotherapy Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that I have relied on that authorization.

IV. Uses & Disclosures with neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

Child Abuse

If I have reasonable cause, on the basis of my professional judgement, to suspect abuse of children with whom I come into contact in my professional capacity, I am required by law to report this to the State of Florida Department of Children & Families.

Prenatal Exposure to Controlled Substances

Mental Health care professionals are required to report admitted prenatal exposure to controlled substances that are potentially harmful.

Adult & Domestic Abuse

If I have reasonable cause to believe that an older adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), I may report such to the local agency which provides protective services.

Judicial or Administrative Proceedings

If you are involved in a court proceeding and a request is made about the professional services I provided you or the records thereof, such information is privileged under state law, and I will not release the information without your written consent, or a “court order”. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

Serious Threat to Health or Safety (Duty to Warn & Protect)

If a client expresses a serious threat, or intent to kill or seriously injure themselves or an identified or readily identifiable person or group of people, and I determine that you are likely to carry out the threat. I must take reasonable measures to prevent harm. Reasonable measures may include notifying legal authorities and making reasonable attempts to advise the potential victim of the threat or intent.

Minors/Guardianship

Parents or legal guardians of non-emancipated minor clients “may” have the right to access the clients’ records.

Florida Statute 394.4784

OUTPATIENT CRISIS INTERVENTION, THERAPY AND COUNSELING SERVICES.—When any minor age 13 years or older experiences an emotional crisis to such degree that he or she perceives the need for professional assistance, he or she shall have the right to request, consent to, and receive outpatient crisis intervention services including individual psychotherapy, group therapy, counseling, or other forms of verbal therapy provided by a licensed mental health professional, as defined by Florida Statutes, or in a mental health facility licensed by the state. Such services shall not include medication and other somatic treatments, aversive stimuli, or substantial deprivation. Such services shall not exceed two visits during any 1-week period in response to a crisis situation before parental consent is required for further services, and may include parental participation when determined to be appropriate by the mental health professional or facility.

Insurance Providers (when applicable)

Insurance companies and other third-party payers are given information that they request regarding services to clients. Information that may be requested includes, but is not limited to: types of service, dates/times of service, diagnosis, treatment plan, description of impairment, progress of therapy, case notes, and summaries.

Special Authorizations

Certain categories of information have extra protections by law, and thus require special written authorizations for disclosures.

- Psychotherapy Notes – I will obtain a special authorization before releasing your Psychotherapy Notes. "Psychotherapy Notes" are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your record. These notes are given a greater degree of protection than PHI.
- HIV Information – Special legal protections apply to HIV/AIDS related information. I will obtain a special written authorization from you before releasing information related to HIV/AIDS.
- Alcohol and Drug Use Information – Special legal protections apply to information related to alcohol and drug use and treatment. I will obtain a special written authorization from you before releasing information related to alcohol and/or drug use/treatment. You may revoke all such authorizations (of PHI, Psychotherapy Notes, HIV information, and/or Alcohol and Drug Use Information) at any time, provided each revocation is in writing, signed by you, and signed by a witness. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

V. Confidentiality of E-mail, Text, Voice mail and Fax Communication

E-mail, voice mail, and fax communication can be easily accessed by unauthorized people, compromising the privacy and confidentiality of such communication. Please notify your clinician at the beginning of treatment if you would like to avoid or limit in any way the use of any or all of these communication devices. Please do not contact us via email or faxes for emergencies.

We prefer using email only to arrange or modify appointments. For teletherapy, we may also send you handouts (or I may upload them to your client portal in Simple Practice). Occasionally, we each may share a link to something discussed in-session. You should be aware that all exchanged emails become a part of your legal

record and your clinician may keep a copy in your chart. If you choose to email a clinician content related to your therapy sessions, note that email is not completely secure or confidential. All emails are retained in the logs of the Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. We typically reply to emails within two business days. As noted in our regular policies, if the volume of email requires additional time beyond five minutes, we will bill for the time we spend reading and replying to the email. If you want to send a clinician things securely, the best way is to use the secure contact form on our website, which leaves no record in your email account or upload a document to your portal on Simple Practice.

We do not text with clients unless utilizing a professional business phone. Our business phone has limited access and any texts sent to this phone may not always be received.. It is best to call or email, even if it's just to say you are running late.

VI. Payment Systems

Our payment method utilizes practice software (Simple Practice) that uses Stripe in which we will bill your credit card the day of service. Please be aware that PayPal and Venmo are not HIPAA-compliant and pose particular issues such as making your payment transactions visible, or, in the case of PayPal, it presents customized offers based upon your purchase history. We also accept cash or checks for in-person visits. Record-

VII. Keeping and Data Storage

Conquest Health & Wellness, LLC. utilizes Simple Practice, a HIPAA-compliant cloud-based digital health system to schedule appointments, track your payments and diagnosis, store your records, and provide video appointments. We have a number of psychotherapy clients who are not comfortable with HIPAA-compliant cloud storage, and we are dedicated to offering paper charts for those who prefer not to have your psychotherapy records stored in the cloud. We encrypt all of our computers so that in the event of theft or loss, the entire hard drive is encrypted and the files cannot be accessed without the encryption key. This also means that HIPAA breach notification does not apply if my device is stolen. On phone, the Simple Practice app is where we store client phone numbers, so your phone number is not listed in my contacts. Our phone has a six digit password protection and the Simple Practice app requires a password to get access to those numbers and records. File Deletion and Destroying Data Consistent with Florida law, all records are maintained for seven years after your last contact with me. After that point, all paper records are shredded and all electronic files are deleted. If you were under 18 years old when you met with me, the seven year countdown begins once you turn 18 years of age and at that point, files will be deleted after seven years.

VIII. Teletherapy

We do offer teletherapy services, and you will need to read and review our separate ***teletherapy consent form*** for additional information.

IX. Social Media Policy

Conquest Health & Wellness, LLC & its clinicians maintain an online presence on several social media sites. Clinicians do not accept friend or contact requests either from current or former clients on any social networking site. We believe adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship and

make it feel like a friendship, a type of patronage, or simply encourage voyeurism. If you have questions about this, please bring them up during your appointments.

Please do not use SMS (mobile phone text messaging) or messaging on Social Networking sites such as Twitter, Facebook, Slack, Instagram, or LinkedIn to contact me. These sites are not secure and we may not read these messages in a timely fashion. Do not use Wall postings, @replies, or other means of engaging with a clinician in public online if you have an already established client/therapist relationship. Engaging with your clinician in this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart.

X. Fees / Appointments

The fee for your counseling session is _____ per session. Regular attendance to therapy is vitally important to ensure progress with the concerns and issues that have been presented. Please make every effort to keep appointments and be on time. Each family, couples, or individual therapy session is fifty (50) minutes in length and play therapy sessions are forty-five (45) minutes.

- **Cancellation Policy:** You are responsible for scheduling and attending your or your child's appointment(s). The office has a standard 24-hour notification (business day) of appointment cancellation. We need 48 hours' notice for legal cases, parent coordination, collaborative law cases, or extended sessions (more than 1 hour). We will charge a fee for our providers' time for late cancellations and /or missed appointments, with no prior notice. No-Show appointments will be charged the full fee for service and any late cancellation (less than 24 business hours' notice) will be charged a fee of \$50. Legal or court related cases will be charged full rate for a late cancel or missed appointment. Note that insurance does not pay for a missed, scheduled appointment. We are unable to accept cancellations by email.
- Phone contact, case management, collateral contacts, reviewing emails, responding to emails, after hours calls and reviewing of records, for the purpose of assisting a patient are billed per 15-minute increments at the rate of \$120.00 per hour. (\$30.00 per 15 min.) E-mail should NOT be used for immediate, time sensitive, or emergency clinical situations. It should also NOT be considered reliable for situations requiring a response from your health care provider. Although we do not recommend it, if you choose to send information via e-mail, please be informed that all e-mail communication has risk associated with it and should not be considered completely secure or reliable for situations requiring confidentiality, time sensitivity, or clinical responses.

XI. Insurance

Please be aware that we currently do not accept any type of private insurance at this time and only accepts private pay from my clients unless other arrangements are made. If you wish to obtain a detailed statement/ Super bill for your own insurance billing purposes, you may request so in writing and will be sent a statement once a month at the end of the month. If you have Medicaid insurance, please be aware that I may be able to still provide services on a case by case assessment.

XII. Benefits and Risk of Therapy

The majority of individual and families in therapy benefit from the process of counseling. However, no promises can be made in regard to the results of treatment or of any procedures provided by the therapist.

Open, honest and accurate reporting of dilemmas and concerns are vital to progress in therapy. Self-exploration, insight, exploring options for dealing with problematic behaviors, learning new skills, or venting difficult feelings / experiences are generally very useful; nevertheless, some risk do exist. Please understand that throughout the course of therapy some individuals experience unwanted feelings, and that examining old issues may produce unhappiness, anger, guilt or frustration. These feelings are difficult, but a natural part of the psychotherapeutic process and often provide the basis for change. Important decisions are often an outcome of counseling. These decisions, including changing behavior, exploring employment opportunities, substance abuse patterns, schooling, and relationships, are likely to produce new opportunities as well as unique challenges for each individual involved. Do not be hesitant to discuss counseling goals, procedures or your impressions of the services being provided with your therapist. If you ever do not understand a suggestion or comment that has been made, please ask for clarification.

XIII. Termination and Follow-Up

Deciding when to stop is meant to be a mutual process between you and your therapist. Before we stop, we will discuss how you will know if or when to come back or whether a regularly scheduled "check-in" might work best for you. If it is not possible for you to phase out of therapy, I recommend that we have closure on the therapy process with at least two termination sessions. I also ask all clients to indicate on their intake form whether they consent to follow-up emails to assess your satisfaction with my services, and a one year follow-up to see if you have maintained your goals. You may opt out of both of these follow-up contacts.

Noncompliance with treatment recommendations may necessitate early termination of services. I will look at your issues with you and exercise my educated judgment about what treatment will be in your best interest. Your responsibility is to make a good faith effort to fulfill the treatment recommendations to which you have agreed. If you have concerns or reservations about my treatment recommendations, I strongly encourage you to express them so that we can resolve any possible differences or misunderstandings. If during our work together I assess that I am not effective in helping you reach your therapeutic goals, I am obliged to discuss this with you and, if appropriate, terminate treatment and give you referrals that may be of help to you. If you request it and authorize it in writing, I may talk to the psychotherapist of your choice (with your permission only) in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified. You have the right to terminate treatment at any time. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might prefer. If you commit violence to, verbally or physically threaten or harass me, the office, or my family, I reserve the right to terminate your treatment unilaterally and immediately.

If a client does not show up for **"two"** of their scheduled therapy appointments with **no contact** with the therapist, the case will be closed on the 4th week after the last attended session. If you do decide to terminate therapy, you will still be responsible of any unpaid therapy sessions already received. The therapist may discontinue therapy with the client if the client is currently involved with domestic violence with a partner, is engaging in substance abuse or have shown violent or threatening behavior. In any of these events, the client will be referred to other more appropriate services for issues with substance abuse, violence, or severe mental health concern. Failure or refusal to pay for services after a reasonable time is another condition for termination of services. Please contact me to make arrangements any time your financial situation changes.

XIV. Dual Relationships

Therapy never involves sexual, business, or any other dual relationships that could impair my objectivity, clinical judgment or therapeutic effectiveness or could be exploitative in nature. It is possible that during the

course of your treatment, I may become aware of other preexisting relationships that may affect our work together, and I will do my best to resolve these situations ethically, but this may entail our needing to stop working together, depending upon the type of conflict. Please discuss this with me if you have questions or concerns.

RIGHTS & RESPONSIBILITIES

As a client of Conquest Health & Wellness, LLC.:

You have the right to be treated in a respectful and confidential manner that maintains your individual dignity.

You have the right to nondiscriminatory services, to be provided services without regard to race, sex, ethnicity, age, sexual orientation, religion, AIDS/HIV status or handicapping condition.

You have the right to be involved and participate in the formulation and periodic review of your individualized service plan with your therapist. You have the right to ask questions, at any time, about what we do during therapy, and to receive answers that satisfy you. You also have the right to file a complaint or discontinue services on your own accord since counseling is a voluntary service.

You have the right to have your records and information revealed to me kept confidential. I, Javier Rosario, have the obligation to obtain written consent from you prior to any exchange of confidential information. There are a few situations and exceptions to confidentiality which are listed below:

If you present a danger to yourself or others, I am legally and ethically required by law to protect the safety of you and/ or the threaten person(s).

If abuse (sexual or physical) or neglect of a child, elderly individual, or disable person is revealed, known or suspected, I am required by law to report it to the Florida Abuse Hotline.

If you sign a release of information for an individual or company.

If I receive a court order / subpoena for client records, staff deposition or court testimony by a judge, I am required to comply. I am also required to report attendance compliance to the court for court ordered clients.

If in my clinical judgment there is a clear and probability of physical harm to the client, to another or society and the person licensed communicates the information only to the potential victim, appropriate family members, law enforcement or other appropriate authorities.

My signature below shows that I understand and agree with all of these statements and policies and have received an unsigned copy of this two-page form for my records.

Signature of client (or legal guardian)

Date

Printed name

Clinician Signature

Date