Notice of Privacy Practices, Billing Practices and Practice Policies

Groundwork Counseling, LLC

Notice of Privacy Practices Effective Date: April 2, 2022

I. Our Pledge Regarding Health Information

We understand that health information about you and your health care is personal. We are committed to protecting it. We create a record of the care and services you receive from us in order to provide quality treatment and comply with legal requirements. This Notice applies to all records of your care generated by our mental health practice.

This Notice explains how we may use and disclose your health information, your rights regarding that information, and our legal obligations. We are required by law to:

- Ensure that protected health information ("PHI") that identifies you is kept private.
- Provide you with this Notice of our legal duties and privacy practices.
- Follow the terms of the Notice currently in effect.

We may change the terms of this Notice at any time. Any revised Notice will apply to all information we maintain and will be available upon request, in our office, and on our website.

II. How We May Use and Disclose Health Information About You

For Treatment, Payment, or Health Care Operations

Federal privacy regulations allow health care providers to use or disclose PHI without written authorization for treatment, payment, or health care operations. Examples include:

- Consulting with another licensed provider about your condition
- Coordinating care with other professionals
- Referring you to another provider

Disclosures for treatment purposes are not subject to the "minimum necessary" standard because providers require full information to deliver quality care.

Lawsuits and Disputes

If you are involved in a legal proceeding, we may disclose PHI in response to:

- A court or administrative order
- A subpoena or discovery request (with reasonable efforts to notify you or obtain protective measures)

III. Uses and Disclosures That Require Your Authorization

Psychotherapy Notes

We maintain psychotherapy notes as defined by 45 CFR § 164.501. These notes require your written authorization for use or disclosure except in the following circumstances:

a. Our use in treating you b. Our use in training or supervising mental health practitioners c. Our use in defending ourselves in legal proceedings initiated by you d. Compliance investigations by the Secretary of Health and Human Services e. Uses or disclosures required by law f. Health oversight activities related to the originator of the notes g. Requests from a coroner performing authorized duties h. Preventing or reducing a serious threat to health or safety

Marketing Purposes

We will not use or disclose your PHI for marketing.

Sale of PHI

We will not sell your PHI in the regular course of business.

IV. Uses and Disclosures That Do Not Require Your Authorization

We may use or disclose your PHI without authorization for the following purposes, subject to legal limitations:

- When required by state or federal law
- Public health activities (e.g., reporting suspected abuse, preventing serious threats)
- Health oversight activities (e.g., audits, investigations)
- Judicial or administrative proceedings
- Law enforcement purposes
- Coroners or medical examiners
- Research activities
- Specialized government functions (e.g., military, national security, correctional institutions)
- Workers' compensation compliance
- Appointment reminders and information about treatment alternatives or services we offer

V. Uses and Disclosures Requiring an Opportunity to Object

We may disclose PHI to family members, friends, or others involved in your care or payment for your care unless you object. In emergencies, consent may be obtained retroactively.

VI. Your Rights Regarding Your PHI

1. Right to Request Limits

You may request restrictions on how your PHI is used or disclosed for treatment, payment, or operations. We are not required to agree if it would affect your care.

2. Right to Restrict Disclosures to Health Plans

If you pay out-of-pocket in full for a service, you may request that we not disclose that information to your health plan.

3. Right to Choose How We Contact You

You may request alternative communication methods (e.g., different phone number or address). We will honor reasonable requests.

4. Right to Inspect and Obtain Copies

You may request an electronic or paper copy of your record (excluding psychotherapy notes). We will provide it within 30 days and may charge a reasonable, cost-based fee.

5. Right to an Accounting of Disclosures

You may request a list of disclosures made in the past six years (excluding those for treatment, payment, or operations). One request per year is free; additional requests may incur a fee.

6. Right to Request Corrections

If you believe your PHI is incorrect or incomplete, you may request an amendment. If we deny the request, we will provide a written explanation within 60 days.

7. Right to a Copy of This Notice

You may request a paper or electronic copy of this Notice at any time, even if you previously agreed to electronic delivery.

PRACTICE POLICIES

APPOINTMENTS AND CANCELLATIONS
Please remember to cancel or reschedule 24 hours in advance. You will be responsible for the entire fee if cancellation is less than 24 hours.

The standard meeting time for psychotherapy is 53 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the 53-minute session needs to be discussed with the therapist in order for time

to be scheduled in advance.

A $10.00 service charge will be charged for any checks returned for any reason for special handling.

Cancellations and re-scheduled session will be subject to a full charge if NOT RECEIVED AT LEAST 24 HOURS IN ADVANCE. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you may lose some of that session time.

Client's will be offered 3 (three) failed-to-keep-appointments (FTKAs). FTKAs result from no-shows and late cancellations. Each individual FTKA will fall off 90-days (three months) after it is incurred. If a client reaches 3 (three) FTKAs within 90-days (three months), the client will be asked to schedule with another provider at Groundwork Counseling, LLC referred to an outside provider or will be considered for termination. After 90-days (three months) of scheduling with the new provider, clients may request access to services provided by their previous provider, but the final decision will be left up to the requested provider due to scheduling purposes.

We require any client seeking services for medication management to make and keep at least 3 therapy appointments with one of our providers before we will begin the referral process for medication management services.

TELEPHONE ACCESSIBILITY

If you need to contact us between sessions, please leave a message on our voice mail. We are often not immediately available; however, we will attempt to return your call within 24 hours. Due to insurance requirements, it is highly recommended that face-to-face sessions are scheduled. However, in the event that you are out of town, sick or need additional support, phone sessions are available but considered last resort. If you must request a phone call session, your upcoming appointment must be rescheduled. If you experience a technical difficulty during an active face-to-face session, a phone call will be last resort per determination of need by your clinician - if this occurs, rescheduling is not required. If a true emergency situation arises, please call 911 or any local emergency room.

SOCIAL MEDIA AND TELECOMMUNICATION

Due to the importance of your confidentiality and the importance of minimizing dual relationships, we do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). We believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of the therapeutic relationship. If you have questions about this, please bring them up when you meet with your clinician and you can talk more about it.

ELECTRONIC COMMUNICATION

We cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, we will do so. While we may try to return messages in a timely manner, we cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies.

Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of California. Under the California Telemedicine Act of 1996, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If you and your therapist chose to use information technology for some or all of your treatment, you need to understand that: (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. (2) All existing confidentiality protections are equally applicable. (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee. (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent. (5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the

previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

MINORS

If you are a minor, your parents may be legally entitled to some information about your therapy. We will discuss with you and your parent(s)/Guardian(s) what information is appropriate for them to receive, and which issues are more appropriately kept confidential. Parent(s)/Guardian(s) are encouraged to attend the initial intake appointment.

Telehealth Guidelines

Groundwork Counseling and its therapists do ask that anyone receiving services via telehealth follow some basic guidelines to ensure privacy and safety during your appointments. Some rules to follow when in a telehealth session: Avoid being in a moving vehicle, hold the appointment somewhere that you are alone or have adequate privacy, do not use drugs or alcohol in session, have camera turned on, unless there are connectivity issues, your therapist can prompt to utilize another device or cancel session. You must be appropriately dressed: being fully clothed: casual attire is acceptable.

TERMINATION

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. We may terminate treatment after appropriate discussion with you and a termination process if we determine that the psychotherapy is not being effectively used or if you are in default on payment. We will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, we will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment for three consecutive weeks, unless other arrangements have been made in advance, for legal and ethical reasons, we must consider the professional relationship discontinued.

After 3 weeks, if you choose to reschedule with your provider and they agree upon this reschedule appointment, if that appointment is missed, the discharge/termination process will continue to occur.

If you have discontinued services or paused services and the termination process has been completed, after 60 days, if you choose to reschedule with your provider and they agree upon this rescheduled appointment, you are required to complete intake paperwork, to ensure that your client file is up to date.

INSURANCE BILLING

If you plan to use insurance to pay for services, claims will be sent to the insurance company based on information used at the time of service. Sometimes, insurance information may change or may not be up to date. If for any reason, inaccurate information related to deductibles, co-pays, or number of available sessions, etc. is retrieved at the time of service, Groundwork Counseling, LLC will bill the client for any additional costs associated with mental health services rendered. Additional services may not be provided until the client's balance is current. If balances remain unpaid for 60 days, client information will be sent to a collection agency. I understand that I am responsible for any non-covered services not reimbursable by my insurance carrier.

Self-pay rates may apply to any client who becomes uninsured at times of appointments, deductibles need to be met, or you choose to be a self-pay client. Self-pay rates are set for intake and sessions and rates may vary.

Billing Practices

MISSED APPOINTMENT FEES

For commercial insurance and self-pay clients: Appointments will be cancelled, and a $65.00 fee will be assessed if client is 15 minutes late without notice or "no-calls/no-shows". Each client will have one allowed missed appointment before the $65.00 fee takes effect. If client cancels appointment without a notice greater than 24 hours, Groundwork Counseling will charge the client $65.00.

Letters & Treatment Planning Fees

Any letters provided to clients by a clinician will be charged a $25 fee, this includes, but is not limited to the following: Letter of Recommendation(s), Adoption Letters, ESA Letters and etc. This does not apply to Medicaid participants, only self-pay and commercial insurance clients.

RECORDS REQUESTS

Clients have the option to request a release of their records of therapy from Groundwork Counseling. The first request will be at no charge to the client. Any further requests will be processed at a flat fee of $10.00.

CREDIT CARD PAYMENTS

You may choose to have Groundwork Counseling store your credit card information for future bills you may incur. Should you do so, once per week, Typically Tuesdays or Thursdays, Groundwork Counseling will process all credit cards for the oldest amount owed for any service, co-pay, or deductible. These charges will be deducted without further notice if there is any outstanding balance on your account and may take up to two weeks to accurately reflect with your financial institution.

Credit/Debit Card Policy Terms and Conditions

Groundwork Counseling requires all clients who have commercial insurances or are self-pay to maintain an active credit/debit card on file at all times. We will ask for this information over the phone at the time of scheduling, and your information will be kept confidential and secure within our electronic medical record system.

By signing below, you authorize Groundwork Counseling LLC to store and charge your credit/debit account for all balances due for services rendered, including late/cancellation fees, and patient responsibilities not covered by insurance that you may incur during treatment.

This authorization will remain in effect until you cancel this authorization in writing or verbally, and you may do so at any time. If you request to cancel this authorization, you are providing Groundwork Counseling permission to use the card on file at the time of your request to pay all outstanding balances before the card is removed. If your payment is declined at the time your card is processed, your services may be subject to termination. My signature indicates that I have read and accept these disclosures.

BY SIGNING BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.

Revised: April 9, 2026