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HarmonyUs, Inc.

Please sign ALL of the forms before your first appointment. We understand that some of the information is redundant, but each form is used for a different purpose.

Procedures, Informed Consent, and Office Policies

1. Psychotherapy Services:

Services provided by HarmonyUs Inc., Dr. Harmony, Therapist Nicki, The Harmony Collective Inc., and all subsidiaries and staff may include assessment; individual, couple, family, or group psychotherapy; counseling; coaching; and referral for other services. These services are voluntary and you are free to limit or end services at any time. This practice includes a master's degreed mental health counselors licensed by the state of Florida, Florida Registered interns and a Ph.D. degreed Board Certified Clinical Sexologist.

Psychotherapy is not easily described in general statements. Services vary depending on the personalities of the counselor and client, your goals for change, and the particular problems you want to address. There are many different methods your counselor may use. Psychotherapy calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during sessions and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. Changes you make can have a disruptive effect on your family and other interpersonal relationships. Psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress, but there are no guarantees of what you will experience. The intention

is to provide a therapeutic environment that will allow you to make meaningful choices in your life.

The first few sessions will involve assessment of your concerns, needs, and your personal and family/social resources that may help address the issues that bring you to counseling. You and your therapist or coach will work together to develop goals for treatment. You should evaluate this experience and your own opinions of whether you feel comfortable working with our clinical styles.

Therapy involves a large commitment of time, money, and energy, and you have the right to feel confident with our ability to work with you. If you ever have questions about the counseling process, please discuss them whenever they arise. If at any time you decide therapy is not meeting your needs, or your therapist determines she or he is not able to effectively address your issues, we will be happy to offer referrals to other therapists.

2. Oriental Medicines and Holistic Psychiatry:

Services provided may include any of the following according to the scope of practice as defined by Florida law as follows:

64B1-3.001 Definitions.

(1) Acupuncture means a form of primary health care based on traditional Chinese medical concepts, that employs acupuncture diagnosis and treatment, as well as adjunctive therapies and diagnostic techniques, for the promotion, maintenance, and restoration of health and the prevention of disease. Acupuncture shall include but not be limited to the insertion of acupuncture needles and the application of moxibustion to specific areas of the human body.

(2) Acupuncture shall include, but not be limited to:

(a) Auricular, hand, nose, face, foot and/or scalp acupuncture therapy;

(b) Stimulation to acupuncture points and channels by use of any of the following:

1. Needles, moxibustion, cupping, thermal methods, magnets, gua-sha scraping techniques, acupatches, and acuform;

2. Manual stimulation including acutotement (which is defined as stimulation by an instrument that does not pierce the skin), massage, acupressure, reflexology, shiatsu, and tui-na;

3. Electrical stimulation including electro-acupuncture, percutaneous and transcutaneous electrical nerve stimulation;

4. Laser biostimulation in accordance with relevant federal law including Food and Drug Administration rules and regulations, providing written notice of such intended use together with proof of compliance with federal requirements are received by the Board of Acupuncture not less than 14 days prior to first time use.

(3) Acupuncture diagnostic techniques shall include but not be limited to the use of observation, listening, smelling, inquiring, palpation, pulses, tongue, physiognomy, five element correspondence, ryodoraku, akabani, German electro acupuncture, Kirlian photography, and thermography.

(4) The needles used in acupuncture shall be solid filiform instruments which shall include but not be limited to: dermal needles, plum blossom needles, press needles, prismatic needles and disposable lancets. The use of staples in the practice of acupuncture shall be prohibited.

(5) Adjunctive therapies shall include but not be limited to:

(a) Nutritional counseling and the recommendation of nonprescription substances which meet the Food and Drug

Administration labeling requirements, as dietary supplements to promote health;

(b) Recommendation of breathing techniques and therapeutic exercises;

(c) Lifestyle and stress counseling;

(d) The recommendation of all homeopathic preparations approved by the Food and Drug Administration and the United States Homeopathic Pharmacopeia Committee; and

(e) Herbology.

These services are voluntary and you are free to limit or end services at any time. This practice includes a Florida Licensed Acupuncture Physician. HarmonyUs, Inc. Therapists and Licensed Acupuncture Physicians do not provide western medication evaluation or management but can offer referrals to professionals who are qualified and licensed to provide these services.

3. Coaching:

Coaching, with a professional coach, is the practice of supporting an individual, referred to as the client, through the process of achieving a specific personal or professional result. The structures, models and methodologies of coaching are numerous but are predominantly facilitating in style; that is the coach mainly asks questions and challenges the client to find answers from within himself/herself based on their values, preferences and unique perspective. Types of coaching include:

A. Life Coaching: Life coaching is a practice that helps people identify and achieve personal goals. Life coaches help clients set and reach goals using a variety of tools and techniques. Life coaches are not therapists or consultants; psychological intervention and business analysis are outside the scope of their work. Life coaching draws inspiration from disciplines including sociology, psychology, positive adult development, career counseling, mentoring, and other types of counseling.

B. Business Coaching: In business, coaching refers to a method of personal development or human resource development. This field of coaching is becoming a distinct area of practice for individuals and in organizations. A casual business practice of coaching is the act of providing positive support and feedback while offering occasional advice to an individual or group in order to help them recognize ways in which they can improve the effectiveness of their business. This can be provided in a number of ways, including one-on-one, group coaching sessions, and large-scale organizational work. Business coaches often specialize in different practice areas such as executive coaching, corporate coaching and leadership coaching.

C. Career Coaching: Career coaching focuses on work and career or issues around careers. It is similar in nature to career counseling and traditional counseling. Career coaching is not to be confused with life coaching, which concentrates on personal development. Another common term for Career Coach is 'Career Guide', although career guides typically use techniques drawn not only from coaching, but also mentoring, advising, and consulting. For instance, skills coaching and holistic counseling are increasingly of equal importance to careers guidance in the UK.

D. Personal Coaching: Personal coaching is a process, which is designed and defined in a relationship agreement between a client and a coach. It is based on the client's expressed interests, goals and objectives. A professional coach may use inquiry, reflection, requests, and discussion to help clients identify personal and/or business and/or relationship goals, and develop action plans intended to

achieve those goals. The client takes action, and the coach may assist, but never leads or does more than the client.

E. Health and Wellness Coaching: Health coaching is a way to help individuals "manage" their illnesses and conditions, especially those of a chronic nature. The coach will use special techniques, personal experience, expertise, and encouragement to assist the client in bringing his/her behavioral changes about. Health and Wellness coaches can also assist the client in maintaining good health while working towards disease prevention.

F. Dating and Relationship Coaching : Dating coaches are coaches whose job is to direct and train people to improve their success in dating and relationships. A dating coach directs and trains his/her clients on various aspects of meeting and attracting long-term partners and meeting more compatible prospects. The focus of most programs is on confident and congruent communication. Dating coaches may focus on topics important to the art of dating: interpersonal skills, flirting, psychology, sociology, compatibility, fashion, and recreational activities. Theories of persuasion, history and evolutionary biology, body language, humor, and street smarts all play a role in our coaching methods.

G. Conflict Resolution Coaching: Conflict coaching may be used in an organizational context or in matrimonial and other relationship matters. Like many other techniques of this nature, it is premised on the view that conflict provides an opportunity to improve relationships, to create mutually satisfactory solutions and attain other positive outcomes when differences arise between and among people.

H. Victimization Coaching: Victimization Coaching is a type of life coaching that educates people who consider themselves as victims of crime or those who fear victimization. Coaches work with groups of people to assist them on how to identify and approach potentially hazardous situations.

4. Confidentiality:

In general, state and federal laws protect the privacy of all communications between a patient and a counselor or psychotherapist, and information about our work will only be released with your written permission. There are a few exceptions, which are very infrequent, but you should be aware of these circumstances.

- If a judge issues an order for release of records or testimony
- To report allegations of abuse or neglect of a child, elder, or vulnerable adult (i.e., disabled), to the state Department of Children and Families Abuse Hotline
- To initiate involuntary hospitalization and/or contact family/significant others to help protect a client who is at imminent risk of self-harm or harm to others
- To notify intended victims and/or law enforcement personnel, if a client presents a clear and substantial risk of imminent harm to another person
- To report a crime committed on premises or against HarmonyUs, Inc, our Therapists, or staff and associates

- If a client files a lawsuit or complaint against this practice, relevant information may be disclosed as part of defense proceedings
- To assist medical personnel to provide treatment in a legitimate medical emergency, if the client is unable to give such information.

These situations have rarely occurred in practice. If a similar situation occurs, we will make every effort to fully discuss it with you before taking any action.

In order to provide you with the best possible service, we may occasionally seek clinical consultation with another professionals. No names or specific identifying information will be released, and the consultant is also legally bound to keep information confidential.

Our minimum practice standards meet the standards of the Health Care Portability and Accounts Act (HIPAA). Our Notice of Privacy Practices can be found attached to this form.

When Disclosure Is Required By Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled or when client's family members communicate to us that the client presents a danger to others.

When Disclosure May Be Required: Disclosure may be required pursuant to a legal proceeding by or against you. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by HarmonyUs. In couple and family therapy, or when different family members are seen individually, even over a period of time, confidentiality and privilege do not apply between the couple or among family members, unless otherwise agreed upon. HarmonyUs therapists will use their clinical judgment when revealing such information. HarmonyUs will not release records to any outside party unless she is authorized to do so by all adult family members who were part of the treatment. In addition, HarmonyUs will not release medical records from couples or family counseling unless all parties have given permission in writing.

Minors in Therapy: This practice welcomes adolescent clients, but parent/guardian consent to treatment is required. We may also ask for documentation confirming custody/guardianship. If you are seeking therapy for a minor, we require that our Therapist meets with the parent(s)/guardian(s) alone for the majority, if not the entire first session. While parents/guardians have the legal right to treatment information, it is our policy to ask parents/guardians to respect the confidentiality of adolescents 14 and over. We will provide parents/guardians with general information about progress, by phone or through family sessions, upon request. However, if we believe there is a risk that you will seriously harm yourself or someone else, or that your health and well-being are at risk, we will work with you to help you discuss that issue with your parent/guardian in a family session. If you are unwilling to do this, we will need to communicate his/her concerns to the parent/guardian, with your knowledge.

Group Therapy: In group therapy, it is of utmost important that all members maintain confidentiality and neither disclose neither the content of sessions nor the identity of fellow group members. These

boundaries apply to both online and onsite group settings. It is highly recommended that any meaningful exchange outside the group also be discussed in the group. In group therapy, the other members of the group are not therapists. The same ethics and laws that bind our employees do not regulate them. The limits of confidentiality and the reporting laws have been outlined earlier in this document. While the expectation is that all group members will maintain confidentiality, you cannot be certain that they will always keep what you say in the group confidential. *You* are ultimately responsible for what you say and what you think, feel, or do with the feedback you receive in the group.

Touch in Therapy: We may also incorporate non-sexual touch as part of psychotherapy. Sexual touch of clients by therapists is unethical and illegal. HarmonyUs will ask your permission before touching you, and you have the right to decline or refuse to be touched without any fear or concern about reprisal. Touch can be very beneficial but can also unexpectedly evoke emotions, thoughts, physical reactions or memories that may be upsetting, depressing, evoke anger, etc. Sharing and processing such feelings with the therapist, if they arise, may be a helpful part of therapy. You may request not to be touched at any time during therapy without needing to explain it, if you choose not to, and without fear of punishment.

Emergencies: If there is an emergency during our work together, or in the future after termination where we become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, we will do whatever we can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, we may also contact the person whose name you have provided on the biographical sheet.

Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process the claims. If you instruct HarmonyUs, only the minimum necessary information will be communicated to the carrier. HarmonyUs has no control or knowledge over what insurance companies do with the information we submit, nor who has access to their information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to break-ins and unauthorized access. Medical data has been reported to be legally accessed by enforcement and other agencies, which puts you in a vulnerable position.

Consultation: HarmonyUs Inc. therapists consult regularly with other professionals regarding their clients; however, a client's identity remains completely anonymous, and confidentiality is fully maintained.

Emails, Cell phones, Computers, and Faxes: It is very important to be aware that *computers and email and cell phone communication can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of such communication.* Emails, 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. Additionally, HarmonyUs' emails are not encrypted. Note that faxes can easily be sent erroneously to the wrong address.

Our Electronic Medical Record and Billing system is TherapyAppointment. HarmonyUs' computers are equipped with a firewall, a virus protection, and a password. We also back up all confidential information from our computers into a HIPPA Compliant Cloud on a regular basis. Please notify HarmonyUs if you decide to avoid or limit in any way the use of any or all communication devices, such as email, cell phone, or faxes. If you communicate confidential or highly private information via email, HarmonyUs will assume that you have made an informed decision, will view it as your agreement to take the risk that such communication may be intercepted, and will honor your desire to communicate on such matters via email. *Please do not use email or faxes for emergencies.*

Records and Your Right to Review Them: Both the law and the standards of our professions require that we keep appropriate treatment records for at least 7 years. Unless otherwise agreed to or necessary, HarmonyUs retains clinical records only as long as is mandated by Florida law. If you have concerns regarding the treatment records please discuss them with HarmonyUs. As a client, you have the right to review or receive a summary of your records at any time, except in limited legal or emergency circumstances or when HarmonyUs assesses that releasing such information might be harmful in any way.

In such a case, HarmonyUs will provide the records to an appropriate and legitimate mental health professional of your choice. Considering all of the above exclusions, if it is still appropriate, upon your request, HarmonyUs will release information to any agency/person you specify unless HarmonyUs assesses that releasing such information might be harmful in any way.

When more than one client involved in treatment, such as in cases of couple and family therapy, HarmonyUs will release records only with the signed authorizations from *all of the adults* (or all those who legally can authorize such a release) involved in the treatment.

All requests for records must be made in writing and a Consent For Medical Release Form signed. Please note that we are unable to respond to requests for medical records via electronic communication, including email or fax. The request will be completed in 7-14 business days of the completed form and a fee of \$1.00 per page for the first 25 pages and \$.25 for any additional pages will be charged to the client.

5. Teletherapy and Social Media

HarmonyUs Inc. also uses HIPAA Complaint telemedicine software for telemedicine appointments. Should the technology fail, please contact (813) 375-2650 and someone will walk you through the next steps for your session. If you are a user of telemedicine, a plan must be in place for emergencies outside of the therapy sessions and of course, always call 911 or go to your nearest emergency room in the case of a life threatening emergency. HarmonyUs Inc. shares emergency calls among its therapists. Please text (813) 375-2650 to be linked to the therapist on call.

HarmonyUs Inc. believes in the use of various forms of digital technology, social media and various forms of community support. Dr. Harmony and HarmonyUs Inc. has an online presence on many websites and social media networks related to its various specialties (divorce, sexuality, dating, therapy, etc.). Our presence on these sites is used for professional purposes to post articles, blogs, and information and model positive behaviors, which may or may not be relevant to your specific case. We also offer an environment to provide online group support. There may be personal information posted; however, this is not the primary use of these accounts. If you are requested to join one of these, it is

because this form of support is an additional service provided for free and the assigned clinician has felt that there are items, which may be helpful towards your therapeutic goals.

YOU ARE NOT REQUIRED TO PARTICIPATE IN THIS ENVIRONMENT. YOU MAY AT ANYTIME DECLINE OR END ANY ONLINE CONNECTION.

However, if you choose to participate in this additional service, then please initial and sign the following:

_____ I understand that digital communication such as text, email, and social media does not guarantee confidentiality as expected in individual sessions. I understand that Patsy Evans and HarmonyUs, Inc. does their best to provide safe environments and attempt to provide confidentiality as best as they can by using password protected email, using the closed or private group settings on social network sites such as Facebook, and deleting digital communication following documentation as needed.

_____ I understand that when attending group therapy, although HarmonyUs, Inc. does its best to ensure that items discussed are confidential, I also understand that HarmonyUs, Inc. cannot police 100% of the group members 100% of the time and that there may be violations on occasion. HarmonyUs, Inc. pre-screens each member of the group prior to attendance and discusses the group rules ahead of time to help set confidentiality expectations.

_____ I understand that HarmonyUs, Inc. does its best to moderate group discussions, and the online environment is meant to be a safe place for expression. If there is an inappropriate interaction or you are offended by any of the content posted, we encourage you to inform the management so that your concerns may be addressed.

6. Telephone and Emergency Procedures:

If you need to contact any of our professionals between sessions, be aware that we are generally with clients. We are usually not immediately available by telephone. Our telephone has a confidential voice mail system that is regularly monitored and we will make every effort to return calls within two business days. However, this is an outpatient practice and we do not provide emergency or crisis care. If an emergency situation arises, indicate it clearly in your message, and if you need to talk to someone right away, call the Hillsborough Crisis Center at 211, or call 911 for emergencies. Please do not use email or faxes for emergencies. HarmonyUs does not always check for email messages or faxes daily. If a professional is contacted after hours and is not enrolled in the concierge program, they will be charged the hourly rate in 15-minute increments the full hourly rate. This includes ALL form of contact whether text, email or phone calls. Please note that insurance does not cover these charges and your card will be billed automatically for these charges. If this does not feel like it will be sufficient support for you, please inform your Therapist, so they can discuss additional resources or transfer your case to a therapist or clinic that has 24 hour availability.

7. Payments:

We require that a credit card be on file for co-payments and other expenses, which you may incur. By signing this office policy, you are giving permission for HarmonyUs Inc. to charge your card for these

expenses as well as for late cancellation/no show fees. The customary fee may be by provider per Psychotherapy session, which usually lasts up to 1 hour. If therapy tools, such as, movies or books are loaned out to the client and not returned within 60 days, you will be charged for the replacement value.

HarmonyUs, Inc Service Fees are as follows:

- \$250 per session for Counseling Services with Patsy Evans
- \$175 per session for Individual Counseling / \$200 Services per session for Couples or Family Counseling Services with Wendi Line
- \$100 per session for Counseling Services with Abby Maher
- \$138 per session for Counseling Services with Sara Mercier-Kennedy
- \$250 per hour for Mediation and Collaborative Divorce Consultations and Meetings
- \$450 per hour for Court Assessments and Appearance
- \$450 for Counseling Intensives (4 hour block)
- \$850 per month for Psychotherapy Concierge Services which include 3 one hour sessions with priority scheduling, \$100 per hour follow up sessions, 24/7 text, email, and phone access to the therapist, and many more benefits.
- \$75 per week for Concierge Text Services / \$75 per day holidays and out of office hours
- \$20 for Group Therapy & Classes
- \$25 for Harmony Support Services
- For all other services that are offered, see administration for details and pricing

Clients are expected to pay the standard fees as listed above unless other arrangements have been made. *Telephone conversations, site visits, report writing and reading, consultation with other professionals, release of information, reading records, longer sessions, travel time, etc. will be charged at the same rate, unless indicated and agreed upon otherwise.* Please notify HarmonyUs Inc. if any problems arise during the course of therapy regarding your ability to make timely payments.

Clients who carry insurance should remember that professional services are rendered and charged to the clients and not to the insurance companies. ***Please be aware that refusal to pay for services may result in termination of counseling and referral to other services, as well as additional collection fees.***

Good Faith Estimate of Costs:

Although we cannot anticipate how many therapy sessions you will need, nor the amount of treatment sessions an individual will choose to attend or need to meet their therapy goals, according to the American Psychological Association, the total average number sessions over a course of therapy is around 18 sessions. The estimated total cost for the average course of therapy of 18 sessions at HarmonyUs, Inc., not including additional services or discounts, is as follows:

Patsy Evans :	\$4,500
Nicki Line:	\$3,150 - \$3,600
Abby Maher:	\$1,800
Sara Mercier-Kennedy:	\$2,484

8. Mediation & Arbitration:

All disputes arising out of or in relation to her agreement to provide psychotherapy services shall first be referred to mediation, before, and as a precondition of, the initiation of arbitration. The mediator shall be a neutral third party chosen by agreement of HarmonyUs Inc. and client(s). The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to her agreement should be submitted to and settled by binding arbitration in Tampa, Florida 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 here is no agreement on a payment plan, HarmonyUs, Inc. can use legal means (court, collection agency, etc.) to obtain payment. The prevailing party in arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

9. Discussion of Treatment Plan:

Within a reasonable period of time after the initiation of treatment, HarmonyUs will discuss with you (client) the therapist's working understanding of the problem, treatment plan, therapeutic objectives and her view of the possible outcomes of treatment. If you have any unanswered questions about any of the procedures used in the course of your therapy, their possible risks, HarmonyUs' expertise in employing them, or about the treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that HarmonyUs does not provide, we have an ethical obligation to assist you in obtaining those treatments.

10. Termination:

As set forth above, after the first couple of meetings, HarmonyUs Inc. will assess if we can be of benefit to you. HarmonyUs Inc. does not accept clients who, in our opinion, we cannot help. In such a case, we will give you a number of referrals that you can contact.

If at any point during psychotherapy HarmonyUs Inc. assesses that we are not effective in helping you reach the therapeutic goals, we are obligated to discuss it with you and, if appropriate, to terminate treatment. In such a case, we would give you a number of referrals that may be of help to you. If you request it and authorize it in writing, HarmonyUs Inc. will talk to the psychotherapist 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, HarmonyUs 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, HarmonyUs will offer to provide you with names of other qualified professionals whose services you might prefer.

11. Dual Relationships:

Not all dual or multiple relationships are unethical or avoidable. Therapy never involves sexual or any other dual relationship that impairs HarmonyUs' objectivity, clinical judgment, or can be exploitative in nature.

HarmonyUs will assess carefully before entering into non-sexual and non-exploitative dual relationships with clients. Tampa Bay is a small community and many clients know each other and HarmonyUs from the community. Consequently, you may encounter someone you know in the waiting room, or you may see HarmonyUs employees out in the community.

HarmonyUs will never acknowledge working with anyone without her/his written permission. Many clients choose HarmonyUs as their therapist because they know one of our therapists before they enter into therapy with us, and/or are personally aware of our therapists' professional work and achievements.

Nevertheless, HarmonyUs will discuss with you, our client/s, the complexities, potential benefits, and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and therapeutic effectiveness, but can also detract from it and often it is impossible to know that ahead of time. *It is your, the client's, responsibility to communicate to HarmonyUs if the dual or multiple relationships become uncomfortable for you in any way.*

HarmonyUs will always listen carefully and respond accordingly to your feedback and will discontinue the dual relationship if the therapist finds it interfering with the effectiveness of the therapy or the welfare of the client, and of course you can do the same at any time.

12. Cancellation:

Since the scheduling of an appointment involves the reservation of time specifically for you, *a minimum of 48 hours (2 days) notice is required for rescheduling or canceling an appointment.*

HIPAA Notice of Privacy Practices

Uses and Disclosures of Treatment, Payment and Health Care Operations

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

- “Protected Health Information (PHI)” refers to information in your health record that could identify you.
- “Treatment” is when a HarmonyUs therapist provides, coordinates, or manages your health care and other services related to your health care.
- “Payment” is when you obtain or HarmonyUs obtains reimbursement from your health care provider for our services. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
- “Use” applies only to activities within our practice, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “Disclosure” applies to activities outside of this practice, such as releasing, transferring, or providing access to information about you to other parties.

Uses and Disclosures Requiring Authorization

HarmonyUs may use or disclose PHI for purposes outside of treatment, payment, and health care operations only when your appropriate authorization is obtained. An “authorization” is written permission that permits only specific disclosures above and beyond your general consent. In those instances when we are asked for information for purposes outside of treatment, payment, and health care operations, we will obtain an authorization from you before releasing this information. We will also need to obtain an authorization before releasing your psychotherapy notes for any purpose except as noted otherwise herein.

“Psychotherapy notes” are notes a HarmonyUs therapist has made about your conversation during a private, group, joint, or family counseling session. These notes are given a greater degree of protection than PHI. If a therapist is counseling with you jointly with another person or persons, she or he must have written authorization from every participant in those joint or family sessions, unless federal or state law requires them to do otherwise.

“Progress Notes” are notes a HarmonyUs therapist has made in regard to any Oriental Medical consultation or treatment which may occur.

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 (1) HarmonyUs has relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

If a HarmonyUs therapist begins seeing you with any other family member or relationship partner, and if the therapist agrees that you will have one or more session(s), or has communications with you individually without the other member(s) or partner(s) participating, your signature on the informed

consent form provided to you before or at the time of your first session is an acknowledgment and agreement that the therapist will use her or his own discretion and professional judgment in determining what information may be shared with those other counseling participants, and will operate as a release that allows her or him to disclose this information without further authorization or consent.

Uses and Disclosures Requiring Neither Consent nor Authorization

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

Child Abuse: If a HarmonyUs therapist knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver or other person responsible for the child's welfare, the law requires that the therapist report such knowledge or suspicion to the Florida Department of Child and Family Services.

Adult and Domestic Abuse: If a HarmonyUs therapist knows, or has reasonable cause to suspect, that a vulnerable adult (disabled or elderly) has been or is being abused, neglected, or exploited, the therapist is required by law to immediately report such knowledge or suspicion to the Central Abuse Hotline.

Health Oversight: If a complaint is filed against a HarmonyUs therapist with the Florida Department of Health, the Department has the authority to subpoena confidential mental health information from us relevant to that complaint.

Judicial or Administrative Proceedings: If you are involved in a court proceeding and a request is made for information about your diagnosis or treatment and the records thereof, such information is privileged under state law, and we will not release information unless under one of the following conditions:

- We receive written authorization from you or your legal representative
- We receive a subpoena of which you have been properly notified, and which you have failed to inform us you are opposing
- We receive a court order to release information

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: When you present a clear and imminent threat of physical harm to yourself, to other individuals, or to society, we may communicate relevant information concerning this to the potential victim, appropriate family member, or law enforcement or other appropriate authorities.

Worker's Compensation: If you file a worker's compensation claim, we must, upon request of your employer, the insurance carrier, an authorized qualified rehabilitation provider, or the attorney for the employer or insurance carrier, furnish your relevant records to those persons.

Client's Rights

Right to Request Restrictions: You have the right to request restrictions on certain uses and

disclosures of protected health information about you. However, we are not required to agree to a restriction you request, and may be unable to abide by it in emergency situations. If we cannot agree on the issue of restrictions, you are free to go elsewhere; however, once you agree to particular restrictions, you must abide by them. I cannot agree to limit uses/disclosures that are required by law.

Right to Receive Confidential Communications by Alternative Means and at Alternative

Locations: You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. We must agree to your request as long as it is reasonably easy for us to do so. There may be an additional charge if we comply with your request.

Right to Inspect and Copy: Unless your access is restricted for clear and documented treatment reasons, you have the right to inspect or obtain a copy (or both) of your PHI in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. On your request, we will discuss with you the details of the request process. Requests must be made in writing, in compliance with our Medical Records Policy, and will be responded to within 30 days. A reasonable charge may be made for copying requested records. We will notify you of any charges before such copies are made.

Right to Amend: You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. On your request, we will discuss with you the details of the amendment process.

Right to an Accounting: You generally have the right to receive an accounting of disclosures of PHI regarding you. On your request, we will discuss with you the details of the accounting process. We may require requests for accountings to be in writing. Certain disclosures will not be included and disclosures made prior to April 14, 2003, will not be included. Records will be retained for seven years unless federal or state law alters the maximum time require for records retention.

Right to a Paper Copy: You have the right to obtain a paper copy of this notice from us upon request, even if you have agreed to receive the notice electronically.

Psychotherapist's/ Physician's Duties

We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.

We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.

If we revise our policies and procedures, we will provide you with a written notification, by mail, of those revisions on or before the effective date.

Complaints

If you are concerned that we have violated your privacy rights, or if you are dissatisfied with our privacy policies or procedures, you may file a complaint with our practice by mail as described below and you will not be retaliated against for filing a complaint. You also may file a written complaint with the Office for Civil Rights (OCR), US Department of Health and Human Services, Atlanta Federal Center, Suite 3B70, 61 Forsyth Street SW, Atlanta, GA 30303-8909.

The person to contact for further privacy related information is:

James H. Evans ^{[[[L]]]}_{SEP} 822 N Oregon Ave., Tampa, FL 33606 (813) 728-6127

Effective Date, Restrictions and Changes to Privacy Policy

This notice went into effect on April 14, 2003 we reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will provide you with a revised notice by mail on or before the effective date.

Client and Guardian Signature

Date

Client Name (Print)

Release of Information and Exchange of Information

Continuity of care requires that we communicate with your primary care physician and your psychiatrist. This is required for telemedicine clients. Please sign the following forms so that we are able to obtain and release medical records to these providers as needed.

TO WHOM IT MAY CONCERN:

Please furnish to HarmonyUs, Inc. (hereinafter “Facility”) and/or any or all of its personnel, information, copies of any and all hospital and medical record or reports of any sort, charts, notes, x-rays, lab reports and prescription information, including the right to inspect and copy such records. Facility is to be furnished any and all other information without limitation pertaining to any confinement, examination, treatment or condition of myself, including medical, dental, psychological or other treatment, examinations, or counseling for any condition, medical, dental or psychological.

I authorize HarmonyUs, Inc. to provide _____ and _____ with my therapy records and/or give permission for my HarmonyUs, Inc. Therapist: _____ to have communications with the before said providers for continuity of care.

This AUTHORIZATION shall be considered as continuing and you may rely upon it in all respects unless you have previously been advised by me in writing to the contrary. It is expressly understood by the undersigned and you are hereby authorized to accept a copy of photocopy of this medical authorization with the same validity as though an original had been presented to you.

Signature: _____

Date _____

Client Name (Print)