

LUSH Families and Couples

POLICIES AND PROCEDURES

Welcome to LUSH Families and Couples. We look forward to providing you with professional psychological services. Although most patients simply want to get down to the business of resolving their problems and feeling better, we are obligated both ethically and legally to fully inform you of your rights, as well as our policies in working with those we serve.

This document contains important information about our professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that LUSH Families and Couples provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is incorporated into this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that LUSH Families and Couples obtain your signature acknowledging that we have provided you with this information. Although these documents are long and sometimes complex, it is very important that you read them carefully before our first session. Your counselor can discuss any questions you have about the procedures at that time. It is our policy to not see a patient unless all intake information and HIPAA documentation has been acknowledged (Consent for Treatment and Counseling Services) as read by a patient in writing. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on LUSH Families and Couples unless we have taken action in reliance on it; if there are obligations imposed on LUSH Families and Couples by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred; or if there is some other business reason which allows us to rely on an applicable portion of this Agreement.

WHAT CAN YOU EXPECT FROM PSYCHOLOGICAL SERVICES

Psychotherapy is oriented to helping a person resolve problems of life and reach a sense of well-being. There are many different methods to deal with the problems that you hope to address. 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 our 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. On the other hand, psychotherapy has also been shown to have many benefits. 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.

Your first few sessions will involve an evaluation of your needs. By the end of the evaluation, your counselor will be able to offer you some first impressions of what our work will be like if you decide to continue with therapy. You should evaluate this information along with your own opinions of whether you feel comfortable working with your counselor. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about our procedures, please feel free to discuss them whenever they arise.

Once therapy begins, one 50-minute session a week is usually scheduled. If a person is in crises, more frequent sessions may be scheduled. As a person reaches their goals, sessions are scheduled less frequently.

Scope of Treatment The scope of ordinary treatment for behavioral health includes individual, couples, or family counseling, assessment as necessary, and maintenance of appropriate medical records. You have a right to view and obtain a copy of your medical records as provided for in Federal and Ohio law and professional ethics.

Contacting Your Counselor Due to my work schedule, we are typically not immediately available by telephone. All telephone calls are answered by our secure voice mail system. Voice mail messages are electronically transcribed and sent to the providers as emails. Your counselor will make every effort to return your call on the same day you make it, with the exception of weekends and holidays. If you are difficult to reach, please inform your counselor of some times when you will be available. If you call after hours, our calls are transcribed electronically and forwarded as emails to our providers. If you reach voice mail in the event of an emergency and cannot wait for a return call, please contact your family physician or the nearest emergency.

The Special Case of Treating Minor Children When psychological treatment is provided to a minor child whose parents are married, we request that both parents sign the Consent for Treatment form. When psychological treatment is provided to a minor child whose parents have been divorced, never married or separated; there may be an ethical and legal obligation by LUSH Families and Couples to provide information concerning treatment of the minor child to both parents. In order to understand our role as treatment providers, we may require a copy of the divorce decree that establishes custody and allocation of parenting time. For purposes of this Agreement for services, the parent presenting the minor child for services is defined as the “presenting” parent, and the other parent as the “non-presenting” parent. The non-presenting parent is typically entitled to the same information as the presenting parent concerning the nature of treatment, treatment plan, time and date of appointments and any comments concerning treatment and treatment recommendation made by the treating counselor to the custodial parent. Both parents should understand that they are not the client, only the child is, and therefore neither parent has the right to privilege or confidentiality with respect to information they provide in sessions, and that the other parent typically is entitled to any information they do provide. The non-presenting parent is not entitled to attend therapy appointments with the child unless appointments occur on their visitation day, or the presenting parent consents to making an appointment on a non-visitation day. The non-presenting parent is responsible for any copays due when attending a therapy appointment that non-presenting parent has scheduled, unless both parents have made other arrangements in writing that are satisfactory to LUSH Families and Couples.

In order to effectively provide treatment to your minor child, LUSH Families and Couples may make therapy recommendations that would involve participation by the non-presenting parent in therapy. If made, the reasons for these therapy recommendations would be thoroughly discussed with you, and your input sought. If therapy recommendations to involve the non-presenting parent are declined by the presenting parent, then LUSH Families and Couples may elect to terminate therapy and will refer you to another provider. In short – we must typically consider the viewpoints of both parents in planning and conducting treatment with your child.

Psychotherapy of your minor child is made solely for treatment purposes, and is NOT for legal or custody purposes unless we agree to provide treatment in accordance with a court ordered appointment to provide therapy. Unless therapy has been court ordered, in the event that LUSH Families and Couples is required to testify in court concerning treatment of your minor child, we will decline to provide reports or discuss therapy with the attorneys of either party. We may file a motion with the court to quash any subpoenas that you or your attorney may file for testimony or records, and will charge you for our legal costs to do so. These steps may be taken to preserve our role as therapist with your child. If you initiate action to compel us to provide reports, discuss therapy with your attorney or in any other way involve us in legal actions, we will bill you for our time and any related legal expenses at the rate of \$200 per hour, and expect payment in full within 10 days of billing. If you initiate action to compel us, or in fact compel us by court order to be involved in legal proceedings, we also may move to terminate our role as therapist. In short – our role is that of therapist, not as forensic providers in serving your child.

Minors and Parents Patients under 18 years of age who are not emancipated and their parents should be aware that the law allows parents to examine their child's treatment records except as described in the next sentence. Children between 14 and 18 may independently consent to and receive up to 6 sessions of psychotherapy (provided within a 30-day period) and no information about those sessions can be disclosed to anyone without the child's agreement under most circumstances. While privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, parental involvement is also essential to successful treatment. For children 14 and over, it is LUSH Families and Couples policy to request an agreement between the patient and his/her parents allowing LUSH Families and Couples to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. LUSH Families and Couples will also provide parents with a brief summary of their child's treatment when it is complete upon written request. Any other communication will require the child's Authorization, unless LUSH Families and Couples believes that the child is in danger or is a danger to someone else, in which case, LUSH Families and Couples will notify the parents of its concern. Before giving parents any information, LUSH Families and Couples will discuss the matter with the child, if possible, and do its best to handle any objections he/she may have. However, children should understand that their parents may revoke their agreements and that information may then have to be released to the parents.

The Special Case of Patients Seen Under Court Order When a patient is seen for counseling as the result of a court order, there are additional conditions and stipulations. First, LUSH Families and Couples and its counselors will comply with all standing court orders when seeing a patient being ordered by the court to attend counseling. Second, LUSH Families and Couples and its counselors will provide reports and information to the court concerning my counseling or my child's counseling as required by the court, and I hereby waive any and all rights to privilege and confidentiality for records, reports and conversations with the court and its personnel, a court appointed Guardian Ad Litem for my child, and/or agencies designated by the court requesting information concerning me such as Ohio Job and Family Services. All reports and information imparted to the court or its designated parties on my behalf are considered extraordinary services, are not billable to insurance, and will be charged to me as an expense that will not be paid insurance. All reports and information imparted to the court or its designated parties shall be billed at the rate of \$150 per hour. You may be required to provide a retainer to cover the cost of extraordinary services. Fourth, court testimony or meetings with collateral individuals is charged at the rate of \$200 per hour. I understand that I am responsible for payment for court testimony or meetings regardless of whether LUSH Families and Couples staff is requested to appear or subpoenaed to appear in court by any party to my case. Fifth, I understand that I have the right to refuse any aspect of my treatment or my child's treatment, but also understand that LUSH Families and Couples may immediately terminate therapy with me or my child if any of the conditions and stipulations listed in this section are refused. Sixth, I also understand and agree that noncompliance with court orders will be reported to the court, Guardian Ad Litem, attorneys for the parties, and agencies designated by the court, and that such reports may involve revealing information divulged in counseling sessions. Finally, I understand that court-ordered therapy is typically not considered "medically necessary", and therefore it is LUSH Families and Couples's policy to not bill insurance if therapy is deemed to be a forensic service, nor to provide billing detail to a party to assist in billing insurance. Billing insurance for forensic services may constitute insurance fraud, and therefore it LUSH Families and Couples's position that fees for court ordered services should be paid "outof-pocket" by a client.

Counseling Different Individuals in a Family There are many occasions when various people in a family are seen for counseling, either individually or conjointly. It is simple to maintain your rights to confidentiality when one person in a family is seen for individual therapy. However, when multiple family members are seen individually or together, it becomes more difficult to maintain confidentiality, typically because the focus of counseling is to resolve a mutual issue of all parties involved, such as parent-child, marital or family problems. The following policies are maintained to help safeguard the confidentiality of your treatment when multiple family members are in counseling, or seek counseling with us. First, if you are an existing patient seen individually, we will request your permission before agreeing to see another family member individually. Your status as a patient here will not be divulged to the party requesting services without your prior permission. If you do not grant permission for the family

member to be seen, then we will refer that person elsewhere. Second, if you are being seen conjointly in counseling with other family members, and a family member declines to continue in counseling, then we will seek permission from the involved parties to continue counseling with the absence of the party declining to continue. If any of the parties refuses permission for counseling to continue, then we will refer all parties elsewhere for counseling. Finally, treatment notes of therapy with multiple family members will not be released without the consent of all parties.

EDUCATIONAL SERVICES

Classes provided by LUSH Families and Couples are educational in nature, and are not considered to be counseling. You may be provided with written materials describing educational objectives. Because classes are not treatment, although confidentiality is encouraged within the class and its rules, there is no assurance of confidentiality.

PROFESSIONAL FEES AND BILLING

You will be expected to pay for each session at the time it is held, unless you have insurance coverage that requires another arrangement. The fee for each 50-minute counseling session is _____ or the contractual fee established with your insurance carrier. The fee for the first evaluation session is \$140. Your co-payment will be due at each session. By signing this agreement, you agree to pay the copay when services are rendered. We reserve the right to change our fees but we will let you know about a change prior to that new fee becoming applicable. You will then have the choice whether or not to continue under our new fee schedule or obtain referral information from us.

Payment for Treatment By signing this agreement, you acknowledge that you understand and agree to the terms of payment described in this section. Payment in full for counseling services is due at each and every counseling session unless you have insurance coverage in effect with benefits assigned to LUSH Families and Couples. If your insurance carrier provides coverage for services, you agree to pay a) the copay or b) the difference between your insurance coverage and the fee for each counseling session if your insurance company has not contracted with LUSH Families and Couples for a specific fee schedule and/or copay. You understand that LUSH Families and Couples will bill your insurance company for you as a courtesy, but that you are responsible for all fees if your insurance does not pay for whatever reason.

General Insurance Information Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available, and in all instances, insurance companies tell us on the telephone that they do not guarantee that the information that they provide to LUSH Families and Couples is accurate or current. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some patients feel that they need more services after insurance benefits end. [Some managed-care plans will not allow LUSH Families and Couples to provide services to you once your benefits end. If this is the case, LUSH Families and Couples will do its best to find another provider who will help you continue your psychotherapy.]

You should also be aware that your contract with your health insurance company requires that LUSH Families and Couples provide it with information relevant to the services that are provided to you. Your counselor is required to provide a clinical diagnosis. Sometimes your counselor is required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, LUSH Families and Couples will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, LUSH Families and Couples

has no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. LUSH Families and Couples will provide you with a copy of any report it submits, if you request it. By signing this Agreement, you agree that LUSH Families and Couples can provide requested information to your carrier.

Once we have all of the information about your insurance coverage, your counselor will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for my services yourself to avoid the problems described above [unless prohibited by contract].

Assignment of Benefits In order for LUSH Families and Couples to accept payment from your insurance carrier, it is necessary for you to sign an assignment of insurance benefits, a release of information to your carrier, and permission to sign claims forms on your behalf. The following statement provides LUSH Families and Couples with these provisions: "I, the undersigned, certify that I assign directly to LUSH Families and Couples all insurance benefits, if any, otherwise payable to me for services rendered to me or for members of my immediate family. I understand that I am financially responsible for all charges whether or not paid by insurance. I hereby authorize my counselor and LUSH Families and Couples to release the minimal information necessary to secure the payment of benefits.

Signature on File I further expressly agree and acknowledge that my signature on this document shall be my "signature on file", and authorize my counselor and LUSH Families and Couples to submit claims for my benefits, for services rendered or for services to be rendered, without obtaining my signature on each and every claim to be submitted for myself and/or dependents and that I will be bound by this signature as though the undersigned had personally signed the particular claim."

Services Not Covered by Insurance Services exceeding treatment are typically not covered by your insurance. Examples of services not covered by insurance include written psychological reports, life insurance or disability reports, legal (i.e. forensic) evaluations and reports, custody evaluations, and most psychological testing. I understand that I am financially responsible for all charges whether or not paid by insurance and I agree to pay such charges.

Extraordinary Services In addition to your counseling appointments, LUSH Families and Couples charges for other professional services you may need. The following services exceed ordinary treatment, and may be provided upon request at additional expense

- preparation of special reports that go beyond provision of medical records, including life insurance and disability reports
- phone conferences that exceed five minutes
- site visits for work, family or school conference
- detailed psychological assessment
- a charge of \$5.00 may be made for the preparation and mailing of monthly statements for patients with outstanding balances due to non-payment of fees. Statements will be prepared without charge for patient with current accounts, and may be picked up at the office.
- Provision of medical records to third parties.

If you request services not covered by insurance, you hereby agree to pay in full for such extraordinary services within 10 days of billing. Payment for extraordinary services such as report preparation may be required in advance. Extraordinary services are currently billed at the rate of \$110/hour. We agree to provide an estimate of the time required to provide extraordinary services to you prior to rendering such services upon request. It is the policy of LUSH Families and Couples to not release psychological reports unless full payment has been made.

Charge for Broken Appointments and Late Cancellations I understand that LUSH Families and Couples will charge a fee of \$35 for each broken appointment, or appointment not canceled with notice 24 hours in advance, that this fee is not billable to insurance, and will be due at the next

appointment. When “double” appointment times (back-to-back) are scheduled, I understand that LUSH Families and Couples will charge a fee of \$70 for each broken double appointment or appointments not canceled with 48 hours notice in advance, that this fee is not billable to insurance, and will be due at the next appointment. The fee for “double appointments will be charged regardless of the reason for cancellation. Consideration, at the sole discretion of your counselor/mental health therapist, will be given for illness or bad weather for “single” late appointment cancellations. Your appointment time reserves a significant amount of professional time that is ultimately wasted if another patient cannot be scheduled. Most people require a day or two of advance notice to fill an appointment cancelled with short notice, and reasonable efforts will be made to fill an appointment time cancelled with short notice, in which case you will not be charged. I understand that repeated broken appointments or late cancellations may lead to termination from counseling by LUSH Families and Couples.

Unpaid Balances and Collection. I understand that LUSH Families and Couples reserves the right to collect any unpaid balance due the Center. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, LUSH Families and Couples has the option of using legal means to secure the payment. LUSH Families and Couples may use a collection agency or take legal action to secure payment, as authorized by state or federal law, and the collection action may become a part of your credit record. This may involve hiring a collection agency or going through small claims court which will require LUSH Families and Couples to disclose otherwise confidential information. In most collection situations, the only information that is released regarding a patient’s treatment is his/her name, the nature of services provided, and the amount due. [If such legal action is necessary, its costs will be included in the claim.]

If an account is due for 60 days, it may be sent for collection. The responsible party shall pay all reasonable costs of collecting the bill, such as reasonable collection agency charges which are 50% of the bill, reasonable attorney's fees, and court costs. The 50% collection agency charge shall be added to the bill and shall become part of the financial responsibility at the time the account is sent to the collection agency. In the event that legal action is instituted to collect fees and charges, the responsible party shall pay all additional reasonable costs and fees resulting from the suit, such as reasonable collection agency charges which are 50% of the bill, reasonable attorney's fees, and court costs. Any such suit shall be filed and the matter shall be properly heard in Lake County, Ohio.

Forensic Consultation This agreement for services is for counseling or psychotherapy. We do not provide forensic services to our therapy patients due to legal and ethical reasons.

Psychotherapy with you is solely for treatment purposes, and is NOT for legal or custody purposes. In the event that LUSH Families and Couples is required to testify in court concerning treatment of you or your minor child, we will bill you for our time at the rate of \$200 per hour, and expect payment in full within 10 days of billing, regardless of who initiated the action which caused us to be involved. If you or we decide that it is in your or your child’s best interests to resist testifying or becoming involved, you will be billed for amounts to accomplish that. This will cover the cost of action that is taken as a result of our involvement, which may include quashing a subpoena, preparing for and attending a deposition or providing testimony. In addition, you agree to cover any of our legal costs in connection with our involvement. If you initiate action to compel us to be involved in legal proceedings, we also may move to terminate our role as therapist. In short – our role is that of therapist, not as forensic providers in serving you.

Termination of Services I understand that LUSH Families and Couples shall have the option to terminate counseling services in the event that my account is not kept current, defined as paid in full with no arrearage, and further agree to hold LUSH Families and Couples and its employees harmless if counseling services are terminated

CONFIDENTIALITY

Limits on Confidentiality The law protects the privacy of all communications between a patient and a counselor/mental health therapist. In most situations, LUSH Families and Couples can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

LUSH Families and Couples may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, LUSH Families and Couples makes every effort to avoid revealing the identity of a patient. The other professionals are also legally bound to keep the information confidential. If you don't object, LUSH Families and Couples will not tell you about these consultations unless your counselor/mental health therapist feel that it is important. LUSH Families and Couples will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Counselor's Policies and Practices to Protect the Privacy of Your Health Information).

You should be aware that LUSH Families and Couples is a practice with various mental health professionals and that it employs administrative staff. In most cases, LUSH Families and Couples needs to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

LUSH Families and Couples also has contracts with electronic billing, data processing and collection services. As required by HIPAA, LUSH Families and Couples has a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, LUSH Families and Couples can provide you with the names of these organizations.

Sometimes it may be helpful for a third party to join a session. It will be made clear to that third party that they are not the client and will not be entitled to any confidentiality or privilege in terms of what they say during the session, only the client will control what is released or not released; however, if you are seeing a licensee of the Counselor, Social Worker & Marriage and Family Therapist Board, special rules may apply allowing access to the session notes in which the third party participates.

Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

Electronic records. LUSH Families and Couples maintains its records electronically, and stores records offsite in encrypted electronic files. Further, certain secure internet services are used for the purposes of appointment scheduling, patient records (e.g. Electronic Health Records) and billing. Appointment reminders are provided using electronic email unless you opt out of such service. Signing this Agreement for Services indicates that you understand that your patient record will typically be stored onsite and offsite using secure, encrypted electronic methods. Further, you agree to receive electronic email appointment reminders unless you opt out of such service

Special Disclosure Situations There are some situations where LUSH Families and Couples is permitted or required to disclose information without either your consent or Authorization. Some examples that may apply are the following:

If you are involved in a court proceeding and a request is made for information concerning your evaluation, diagnosis or treatment, such information is protected by the counselor-patient, counselor or other mental health therapist privilege law. LUSH Families and Couples cannot provide any information without your (or your personal or legal representative's) written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order the counselor/mental health therapist to disclose information.

If a government agency is requesting the information for health oversight activities, LUSH Families and Couples may be required to provide it for them.

If a patient files a complaint or lawsuit against your counselor/mental health therapist, LUSH Families and Couples may disclose relevant information regarding that patient in order to defend itself, the counselor/mental health therapist, or its staff.

If a patient files a worker's compensation claim, the patient must execute a release so that LUSH Families and Couples may release the information, records or reports relevant to the claim or the patient may not be entitled to receive benefits.

There are some situations in which LUSH Families and Couples is legally obligated to take actions, which it believes are necessary to attempt to protect others from harm and it may have to reveal some information about a patient's treatment. These situations are unusual in our practice.

If LUSH Families and Couples or its staff knows or has reason to suspect that a child under 18 years of age or a mentally retarded, developmentally disabled, or physically impaired child under 21 years of age has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of the child, the law requires that LUSH Families and Couples or its staff file a report with the appropriate government agency, usually the Public Children Services Agency. Once such a report is filed, LUSH Families and Couples or its staff may be required to provide additional information.

If LUSH Families and Couples or its staff has reasonable cause to believe that an elderly adult is being abused, neglected, or exploited, or is in a condition, which is the result of abuse, neglect, or exploitation, the law requires that it report such belief to the county Department of Job and Family Services. Once such a report is filed, it may be required to provide additional information.

If LUSH Families and Couples or its staff know or have reasonable cause to believe that a patient or client has been the victim of domestic violence, it must note that knowledge or belief and the basis for it in the patient's or client records.

If LUSH Families and Couples or its staff believe that a patient presents a substantial risk of harm to him/herself or someone else and it believes that disclosure of certain information may serve to protect that individual, then it may disclose that information to appropriate public authorities, and/or the potential victim, and/or professional workers, and/or the family of the client.

If such a situation arises and LUSH Families and Couples deems it appropriate, LUSH Families and Couples will make every effort to fully discuss it with you before taking any action and LUSH Families and Couples will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and LUSH Families and Couples and its staff are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

Professional Records You should be aware that, pursuant to HIPAA, LUSH Families and Couples may elect to keep Protected Health Information about you in two sets of professional records. In the event that two sets of professional records are maintained, one set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that LUSH Families and Couples receive from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. You may examine and/or receive a copy of your Clinical Record if you request it in writing and the request is signed by you and dated not more than 60 days from the date it is submitted. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, LUSH Families and Couples recommends that you initially review them in the presence of your counselor, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, LUSH Families and Couples is allowed to charge a copying fee of \$1 per page for the first ten pages, 50 cents per page for pages 11 through 50, and 20 cents per page for pages in excess of fifty, plus \$15 fee for records search, plus postage. The exceptions to this policy are contained in the attached Notice Form.

Important: In the event that more than one client is being seen in a session, each party will only be entitled to receive copies of notes identifying information on them, the remainder of the notes will be blacked out, i.e. the notes and information on the second client will not be available to the client requesting the records.

In addition, LUSH Families and Couples counselors also keep a set of Psychotherapy Notes. These Notes are for the use of your counselor and are designed to assist them in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, analysis of those conversations, and how they impact your therapy. They also contain particularly sensitive information that you may reveal to your counselor that is not required to be included in your Clinical Record. These Psychotherapy Notes are kept separate from your Clinical Record. While insurance companies can request and receive a copy of your Clinical Record, they cannot receive a copy of your Psychotherapy Notes without your signed, written Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal. You may examine and/or receive a copy of your Psychotherapy Notes.

Patient Rights HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that LUSH Families and Couples amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the incorporated Notice form, and LUSH Families and Couples privacy policies and procedures. Your counselor will discuss any of these rights with you.