

A Child and Family Psychiatry, LLC

Welcome to A Child and Family Psychiatry, LLC (“ACFP”). This document has three parts:

1. Client Policies and Procedures Agreement and Consent to Treatment;
2. Telemedicine/Teletherapy Agreement and Consent to Treatment; and
3. HIPAA Notice of Privacy Practices.

Prior to signing this document, read it closely. Call us with any questions and ACFP will answer your questions. This document contains important information about the services you are going to receive in person and/or via telemedicine/teletherapy, and about the use and disclosure of your health information used for the purpose of treatment, payment, and health care operations. When you sign this document, it will also represent an agreement between us, which you may revoke in writing at any time. That revocation will be binding on ACFP unless ACFP staff has taken action in reliance on it; if there are obligations imposed on ACFP by your health insurer in order to process claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

1. CLIENT POLICIES AND PROCEDURES AGREEMENT AND CONSENT TO TREATMENT

ACFP: Founded in 2016, ACFP is owned by Yakov Sherk, MD, a child and adolescent psychiatrist licensed in the State of Ohio. Each ACFP provider is licensed in the State of Ohio. You may speak with your ACFP provider about their professional background, experience, education, and license at any time.

Emergencies; After Hours: **If there is an emergency, call 911 or go to the nearest emergency room.** You may leave a voicemail, however, 24 hour availability is not provided. Calls are usually returned within 24 hours or the next business day. Emails are checked throughout the day and on weekends.

Fee Schedule

Initial Adult Psychiatric Evaluation Assessment (~45 min)	\$260 per session
Follow Up Medication Management (~15-30 min)	\$135-315 per session
<i>You will see 2 separate services billed per session for follow-up medication management</i>	
Initial Diagnostic Assessment (Master’s level provider) (~55 min)	\$175 per session
Hypnotherapy Session (up to 90 min) (self-pay)	\$200 per session
Individual/Couples Therapy Session (Master’s level provider) (~55 min)	\$120 per session
Family Therapy Session (Master’s level provider) (~55 min)	\$120 per session
Play Therapy Session (Master’s level provider) (~45 min)	\$120 per session
Interactive Complexity	\$25 when added to a session
Group Therapy Session (~90 min)	\$100 per session
Telephone Consultation (up to 30 min) (self-pay)	\$75 per session
Telephone Consultation (each additional 15 minutes) (self-pay)	\$25 per 15 minute unit
Completion of Paperwork (FMLA/Disability)	\$25 per set of paperwork prepared
Cancellation on less than 24 hours notice	\$50
No Show	\$Cost of service missed
Return of item not honored by your financial institution (self-pay)	\$35 per item
Preparation, travel, and appearance in legal matter	\$200 per hour

Fees and Collection: You are financially responsible for services provided to you including, but not limited to, all fees, co-payments, and deductibles which are not paid by insurance. Fees for services rendered to cash-pay clients must be paid in full at the time of each session. You authorize ACFP to file any claim for payment of any portion of any fees that you incur for services rendered, and assign to ACFP all rights and benefits payable for all health care, telemedicine, and teletherapy services rendered to you. If your account becomes delinquent, you agree to pay interest on the balance due at the rate of 1.5% per month. If it becomes necessary to refer your account for collection, you agree to pay the balance due, interest, expenses of collection, and reasonable attorney’s fees.

Legal Matters: ACFP providers do not voluntarily participate in litigation or custody disputes in which you and another individual, or entity, are parties. Unless authorized to do so, ACFP providers do not communicate with a client's attorney and will generally not write or sign letters, reports, or affidavits for use in a client's legal matter. ACFP providers generally do not provide records or testimony unless compelled to do so. If your ACFP provider is subpoenaed or ordered to appear as a witness in a legal action involving you, you agree to pay ACFP's fee for such services set forth above.

Appointment Scheduling and Cancellation: When possible, therapy sessions are typically scheduled to occur one time per week at the same time and day. Your ACFP provider may suggest a different amount of therapy depending on the nature and severity of your concerns. Your consistent attendance can greatly contribute to the beneficial therapeutic effect that therapy can provide. Scheduled appointment times are reserved for you. If an appointment is missed or canceled with less than 24 hours' notice, you (and not your insurance company) are responsible for the No Show Fee or the Cancellation Fee noted above. If 3 appointments are missed or canceled with less than 24 hours' notice, ACFP reserves the right to discontinue services. Exceptions may be made if you are sick or have an unavoidable emergency.

Risks and Benefits of Therapy: Psychotherapy is a process in which you will discuss issues, events, experiences, and memories for the purpose of creating positive change so that you can experience life more fully. Psychotherapy provides an opportunity to better and more deeply understand oneself, and problems or difficulties you may be experiencing. Psychotherapy is a joint effort between you and the provider. Progress and success may vary depending upon many factors including, but not limited to, the particular problems or issues being addressed.

Participating in therapy may result in a number of benefits to you including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, increased comfort in social, work, and family settings, increased capacity for intimacy, and increased self-confidence. Such potential benefits require substantial effort on your part, including active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts, and behaviors. There is no guarantee that therapy will yield any benefit including, but not limited to, the potential benefits listed above.

Participating in therapy may also involve some discomfort including, but not limited to, remembering and discussing unpleasant events, feelings, and experiences. Participating in therapy may also evoke strong feelings of sadness, anger, fear, anxiety, and other emotions. There may be times in which your ACFP provider will challenge your perceptions and assumptions, and offer different perspectives. The issues you present to your ACFP provider may result in unintended outcomes including, but not limited to, changes in personal relationships. Sometimes, a decision that is positive for one family member is viewed quite differently by another family member. Any decision on the status of a personal or family relationship is your sole responsibility.

During the therapy process, many people find that they feel worse before they feel better. This is generally a normal course of events. Personal growth and change may be easy and swift at times, however, it may also be slow and frustrating at other times. You should discuss with your ACFP provider any concern regarding progress in therapy. Due to the varying nature and severity of issues presented and the individuality of each client, your ACFP provider cannot predict the length of your therapy or guarantee any specific outcome or result.

Confidentiality: The law protects the privacy of all communications between a client and a mental health treatment provider. In most situations, ACFP staff can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements. 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:

- ACFP staff may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, ACFP staff make every effort to avoid revealing the identity of our clients. The other professionals are also legally bound to keep the information confidential. If you don't object, ACFP staff will not tell you about these consultations unless ACFP staff feels that it is important to our work together. ACFP staff will note all consultations in your Clinical Record.
- ACFP utilizes administrative staff that may have access to your records. In most cases, ACFP clinical staff need 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. ACFP staff have been given training about protecting your privacy and have agreed not to release any information outside of ACFP without the permission of a professional staff member.

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

ACFP is permitted or required to disclose information without either your consent or authorization as follows:

- 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 legal privilege. Agency staff cannot provide any information without your 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 this agency to disclose information.
- If a government agency is requesting the information for health oversight activities, ACFP may be required to provide it for them.
- If a client files a complaint or lawsuit against ACFP or ACFP staff, we may disclose relevant information regarding that client in order to defend ourselves.
- If a client files a worker's compensation claim, the client must execute a release so that ACFP may release the information, records or reports relevant to the claim.

There are some situations in which ACFP staff are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm and we may have to reveal some information about a client's treatment.

- If ACFP staff know or have 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 ACFP staff file a report with the appropriate government agency, usually the Public Children Services Agency. Once such a report is filed, ACFP staff may be required to provide additional information.
- If ACFP staff have reasonable cause to believe that an elderly person is being abused, neglected, or exploited, or is in a condition which is the result of abuse, neglect, or exploitation, the law requires that ACFP report such belief to the county Department of Job and Family Services. Once such a report is filed, ACFP staff may be required to provide additional information.
- If ACFP staff know or have reasonable cause to believe that a client has been the victim of domestic violence, agency staff must note that knowledge or belief and the basis for it in the client's record.
- If ACFP staff believe that a client presents a clear and substantial risk of imminent serious harm to him/herself or someone else and agency staff believe that disclosure of certain information may serve to protect that individual, then ACFP staff must disclose that information to appropriate public authorities, and/or the potential victim, and/or professional workers, and/or the family of the client.
- ACFP may disclose your health information to authorized federal officials who are conducting national security and intelligence activities or providing protective services to the President or other important officials. By law, ACFP cannot reveal when we have disclosed such information to the government.

If we are required to disclose information for any of the above situations, ACFP staff will make every effort to fully discuss it with you before taking any action and ACFP staff will limit their disclosure to what is necessary.

While this summary of exceptions to confidentiality should prove helpful to inform you, 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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

If your unpaid bill is referred to a collection agency or court, your (or the parent's or authorized representative's) name, last known physical, phone and email address, and payment record will be given to that agency and/or court.

If you see your ACFP provider outside of the ACFP office, she/he will not acknowledge you first. Your right to privacy and confidentiality is of the utmost importance to ACFP. However, if you acknowledge the ACFP provider first, she/he will speak briefly with you, however, it is not appropriate to have lengthy discussion in public or outside the ACFP office.

Records: You may receive copies of your records, subject to ACFP policy regarding written request for records and payment of applicable fees, and applicable law, rule, and regulation including, but not limited to, HIPAA provisions regarding psychotherapy notes kept separately from your medical record. You also may request that ACFP forward your records to another health care provider.

Minors and Parents: Clients under 14 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 unless agency staff decide that such access would injure the child or we agree otherwise. 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. While privacy in mental health treatment is often crucial to successful progress, particularly with teenagers, parental involvement is also essential to successful treatment. For children 14 and over, it is our policy to request an agreement between the client and his/her parents allowing us to share general information about the progress of the child's treatment and his/her attendance at scheduled sessions. We will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless we feel the child is in danger or is a danger to someone else, in which case, we will notify the parents of our concern. Before giving parents any information, an ACFP provider will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

It is ACFP's policy to attempt to engage both parental figures in their child's treatment unless parental rights have been terminated. Additionally, both parents may have access to view and/or request copies of the child's treatment record. If parental rights have been terminated, it is the responsibility of the parent who is seeking treatment for the child to provide documentation reflecting termination of parental rights.

Insurance Reimbursement: You must evaluate what resources you have to pay for your treatment. If you have a health insurance policy, it might provide some coverage for mental health treatment. ACFP will provide whatever assistance we can to help you receive benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of our fees. It is important that you find out what mental health services your insurance policy covers.

You should carefully read the section in your insurance coverage that describes mental health services. If you have questions, call your plan administrator. We will provide you with whatever information we can based on our experience and will be happy to help you in understanding the information you receive from your insurance company.

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. "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 clients feel that they need more services after insurance benefits end. If your insurance benefits end, you may convert to cash-pay.

Your contract with your health insurance company requires that ACFP provide it with information about the services that ACFP provides to you. In such situations, ACFP 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, ACFP 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. ACFP will provide you with a copy of any report ACFP submits, if you request it. By signing this Agreement, you agree that ACFP can provide requested information to your carrier.

Once ACFP has all of the information about your insurance coverage, ACFP will discuss what ACFP can expect to accomplish with the benefits that are available and what will happen if they run out before you end your sessions. You have the right to pay for ACFP services yourself to avoid the problems described above unless prohibited by contract.

Release and Indemnification: I release all claims against, and agree to indemnify, ACFP and its owners, directors, officers, employees, agents, representatives, heirs, successors, and assigns from and for all claims, rights, demands, suits, actions, causes of action, judgments, losses, damages, liabilities and expenses, including reasonable attorneys' fees, known or unknown, asserted or alleged, in connection with, arising out of, or related to (i) a violation of this Policies and Procedures Agreement by me, and (ii) my use of the ACFP website, the Carrier Lines (defined below), the ICANotes Application (defined below) and website, and any external website including, but not limited to, my connection to, and any delay, failure, interruption, interception, or loss of, the ACFP website, the Carrier Lines, and the ICANotes Application and website.

Miscellaneous: This Agreement will be governed by Ohio law. This Agreement may be amended only in writing and signed by ACFP and you. No waiver is effective unless in writing. If any provision of this Agreement is held to be illegal, invalid, or unenforceable (i) such provision shall be fully severable, and (ii) the remaining provisions of this Agreement shall remain in full force and not affected by the illegal, invalid or unenforceable provision.

If you sign this document online, you will be requested in the next screen to acknowledge and agree that:

- 1. disclosure of the information in this Client Policies and Procedures Agreement and Consent to Treatment was made to you, and you were provided ample opportunity to ask questions about this Client Policies and Procedures Agreement and Consent to Treatment, and your questions were satisfactorily answered;**
- 2. you have read, understand, and agree to the terms and conditions of this Client Policies and Procedures Agreement and Consent to Treatment;**
- 3. you voluntarily give to ACFP and its providers your informed consent to receive mental health services and treatment including, but not limited to, psychiatric evaluation, medication management, individual, couples, family, group, play and/or art therapy, and/or hypnosis, and you understand that you may revoke this consent at anytime; and**
- 4. if you are signing this Client Policies and Procedures Agreement and Consent to Treatment on behalf of another person for whom you are the parent or legal representative, you have the legal authority to act on behalf of such person.**

2. TELEMEDICINE/TELETHERAPY AGREEMENT AND CONSENT TO TREATMENT

Introduction: Telemedicine and teletherapy involve delivery of health care services including, but not limited to, assessment, treatment, discussion, and education, using interactive audio, video, or data communications. Since telemedicine and teletherapy may be different than other types of health care services with which you are familiar, it is important that you review this information carefully.

Emergencies: In case of an emergency, you must immediately dial 911, or go the nearest hospital emergency room.

Telemedicine and Teletherapy: You understand and agree that you are responsible to have access to a working internet connection and telephone or computer with video and/or audio to facilitate provision of telemedicine and teletherapy. If

services are disrupted, attempt to re-establish connection to your ACFP provider or call the ACFP office. If you cannot reach your ACFP provider and you believe that you are in need of immediate assistance or are unsafe, call 911.

Communication. Unsecure email or standard SMS messaging (texts) are not confidential methods of communication. There is a risk that an email or standard SMS messaging (text messages) might be intercepted and read by a third party. There is also a risk of entering private information when using a public access computer, or one that is on a shared network. Use caution against using auto-fill user names and passwords, and be aware of employer policies related to use of work computers for personal communication. ACFP provides telemedicine and teletherapy services via secure methods of communication which do not include email or standard SMS messaging. You must not use unsecure methods of communication, such as email or standard SMS messaging to communicate with ACFP for any reason related to treatment. If you do so, instructions will be given to communicate with ACFP via a secure method of communication.

Financial Responsibility: As with ACFP services provided in-person, you are financially responsible for services provided to you via telemedicine and teletherapy including, but not limited to, all fees, co-payments, and deductibles which are not paid by insurance. Fees for services rendered to cash-pay clients must be paid in full at the time of each telemedicine or teletherapy session. You authorize ACFP to file any claim for payment of any portion of any fees that you incur for services rendered, and assign to ACFP all rights and benefits payable for all health care, telemedicine, and teletherapy services rendered to you. If your account becomes delinquent, you agree to pay interest on the balance due at the rate of 1.5% per month. If it becomes necessary to refer your account for collection, you agree to pay the balance due, interest, expenses of collection, and reasonable attorney's fees.

Insurance: It is your responsibility to know if telemedicine or teletherapy services are covered under your insurance plan.

Location: Your ACFP provider will not be in the same location or room as you. Your ACFP provider is licensed to practice medicine, nursing, social work, or counseling in the State of Ohio. Certain ACFP providers are also licensed in State(s) other than Ohio. You must report your physical location accurately during registration and at the beginning of each session, and you must be physically located in the State in which your ACFP provider is licensed during all telemedicine and teletherapy sessions.

Transmission of Information: Your ACFP provider may transmit or share electronically details of your medical history, examinations, x-rays, tests, photographs, or other images, sound files, or video files with a medical or other health care provider who is at a different location.

Other Persons: You must inform ACFP of any individual accompanying you or who is present in the room during your telehealth and teletherapy sessions. ACFP will inform you if any other person is present other than your ACFP provider.

Benefits: Potential benefits of telemedicine and/or teletherapy (which are not guaranteed) include: (i) access to care if you cannot travel to ACFP's office; (ii) access to consultation from other providers at distant sites; (iii) more efficient evaluation and management; and (iii) during COVID-19, reduced exposure to other individuals at a physical office.

Risks: Potential risks of telemedicine and/or teletherapy include but are not limited to: (i) limited or no availability of laboratory and other testing to assist my medical provider in diagnosis and treatment; (ii) your ACFP provider's inability to conduct in-person meetings; (iii) your provider not being able to fully resolve your concern over the telemedicine/teletherapy platform or phone; and (iv) delays or interruptions in evaluation and treatment due to technical difficulties resulting from electronic transmission issues, unauthorized access to your information, or loss of information due to technical failures.

Your ACFP provider (i) may provide advice, recommendations, and/or decisions that are based on factors not within his/her control, including incomplete or inaccurate information, data, or records provided by you, and (ii) relies on information provided you before and during telemedicine and teletherapy sessions and you must provide information about your medical history, condition(s), and current or previous medical care that is complete and accurate to the best of your ability. In certain cases, lack of access to complete and accurate medical records may result in adverse drug interactions, allergic reaction, or other judgment error.

Right to Refuse: You have the right to refuse telemedicine or teletherapy services at any time without the right to future care or treatment at ACFP, and may revoke your consent orally to your ACFP provider during the course of any telemedicine or teletherapy encounter, or by mail or secure email with return receipt requested to you.

Standard of Care: The standard of care delivered by your ACFP provider is to be the same minimum standard of care that is available to you through an in-person medical visit or therapy session. If your ACFP provider believes that you would be better served by in-person services or other form of care, you will be referred to the nearest appropriate health care provider or health care facility. ACFP makes no assurances or guarantees as to the results of treatment.

Records: You may receive copies of your records, subject to ACFP policy regarding written request for records and payment of applicable fees, and applicable law, rule, and regulation including, but not limited to, HIPAA provisions regarding psychotherapy notes kept separately from your medical record. You also may request that ACFP forward your records to another health care provider. You may make this request orally during a telemedicine or teletherapy session, or by mail or email.

Denial of Care: ACFP providers reserve the right to deny care for any reason including, but not limited to, instances where provision of care would medically, therapeutically, or ethically be inappropriate.

Carrier Lines: Provision of telemedicine/teletherapy services by ACFP, such services will be provided over various facilities and communications lines, and information may be transmitted over local exchange and internet backbone carrier lines and through routers, switches, and other devices (“Carrier Lines”) owned, maintained, and serviced by third-party carriers, utilities, and internet service providers, all of which are beyond ACFP’s control.

ICANotes: ACFP uses the ICANotes application (“ICANotes”) for communication with you (See: <https://icanotes.com/>). When you create the ICANotes account, you must agree to the Terms of Service and Privacy Policy at the ICANotes website. You are solely responsible for the security of the username and password. Do not share the username or password with anyone or allow any other person to access the ICANotes account.

External Websites: External websites linked from the ACFP website are not controlled or sponsored by ACFP.

No Liability: ACFP and its employees and representatives assume no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on Carrier Lines or ICANotes, or for any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on Carrier Lines or ICANotes. Use of Carrier Lines and ICANotes is solely at your own risk and is subject to all applicable laws, rules, and regulations.

Disclaimer of Warranties, and Limitation of Liability: **A CHILD AND FAMILY PSYCHIATRY, LLC DISCLAIMS WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND INFRINGEMENT, IN CONNECTION WITH THE ACFP WEBSITE, ICANOTES APPLICATION AND WEBSITE, AND ANY EXTERNAL WEBSITE. ACFP ASSUMES NO RESPONSIBILITY FOR CONSEQUENCES RESULTING FROM THE USE OF INFORMATION CONTAINED ON THE ACFP WEBSITE, ICANOTES APPLICATION AND WEBSITE, OR OBTAINED ON ANY EXTERNAL WEBSITE. ACFP SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (1) ACCESS TO, USE OF, CONNECTION WITH, INTERRUPTION FROM, LOSS OF AVAILABILITY TO, OR RELIANCE UPON THE ACFP WEBSITE, ICANOTES APPLICATION AND WEBSITE, OR ANY EXTERNAL WEBSITE; AND (2) ANY INFORMATION OR MATERIALS THEREIN OR THEREON.**

If you sign this document online, you will be requested in the next screen to acknowledge and agree that:

1. disclosure of the information in this Telemedicine/Teletherapy Agreement for and Consent to Treatment was made to you, and you were provided ample opportunity to ask questions about this

Telemedicine/Teletherapy Agreement and Consent to Treatment, and your questions were satisfactorily answered;

2. you have read, understand, and agree to the terms and conditions of this Telemedicine/Teletherapy Agreement for and Consent to Treatment;

3. you voluntarily give to ACFP and its providers your informed consent to receive via telemedicine and teletherapy mental health services and treatment, and you understand that you may revoke this consent at anytime; and

4. if you are signing this Telemedicine/Teletherapy Agreement for and Consent to Treatment on behalf of another person for whom you are the parent or legal representative, you have the legal authority to act on behalf of such person.

3. HIPAA NOTICE OF PRIVACY PRACTICES

NOTICE OF PRIVACY PRACTICES (HIPAA)

THIS NOTICE OF PRIVACY PRACTICES (“NOTICE”) DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

This Notice applies to A Child and Family Therapy, LLC. The purpose of this Notice is to describe how A Child and Family Therapy, LLC may use and disclose your protected health information (“PHI”) in accordance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and the HIPAA Omnibus Final Rule (the “Final Rule”). This Notice also describes the obligations of A Child and Family Psychiatry, LLC with respect to your PHI, describes how your PHI may be used or disclosed to carry out treatment, payment or healthcare operations, and describes your rights to control and access your PHI. A Child and Family Psychiatry, LLC is required to comply with the terms of this Notice currently in effect.

A Child and Family Psychiatry, LLC, is required by law to maintain the privacy of protected health information, to provide you with notice of its legal duties and privacy practices with respect to protected health information, and to notify affected individuals following a breach of unsecured protected health information.

The HIPAA Privacy Rule protects only certain medical information known as “protected health information”. Generally, protected health information is health information, including demographic information, collected from you or created or received by a health care provider, a health care clearinghouse, a health plan, or your employer on behalf of a group health plan, from which it is possible to individually identify you and that relates to:

- A. your past, present, or future physical or mental health condition;
- B. the provision of health care to you; or
- C. the past, present, or future payment for the provision of health care to you.

1. Responsibilities of A Child and Family Psychiatry, LLC. A Child and Family Psychiatry, LLC is required under HIPAA to maintain the privacy of your protected health information. Psychotherapy notes are a special type of protected health information that may only be used or disclosed under special circumstances listed below. A Child and Family Psychiatry, LLC must abide by the terms of this Notice, and must provide you with a copy of this Notice upon request.

2. How A Child and Family Psychiatry, LLC May Use and Disclose Your Protected Health Information. The following categories describe the different situations in which A Child and Family Psychiatry, LLC is permitted or required to use or disclose your protected health information without obtaining your written authorization:

- For Treatment. A Child and Family Psychiatry, LLC may use or disclose your protected health information to facilitate medical treatment or services by providers. A Child and Family Psychiatry, LLC may disclose medical information about you to providers, including doctors, nurses, technicians, or hospitals who are involved in taking care of you.
- For Payment Purposes. A Child and Family Psychiatry, LLC has the right to use and disclose your protected health information to satisfy their responsibilities with respect to the billing and payment collected from you, an insurance company, or a third party for treatment and services you received from A Child and Family Psychiatry, LLC.
- Health Care Operations. A Child and Family Psychiatry, LLC has the right to use and disclose your protected health information to perform functions necessary for the operation of A Child and Family Psychiatry, LLC. For example, A Child and Family Psychiatry, LLC may use health care information to review A Child and Family Psychiatry, LLC's treatment and services and to evaluate the performance of our staff in caring for you.
- Appointment Reminders. A Child and Family Psychiatry, LLC may use and disclose health care information to contact you as a reminder that you have an appointment with A Child and Family Psychiatry, LLC.
- Treatment Alternatives. A Child and Family Psychiatry, LLC may use and disclose health care information to tell you about or recommend possible treatment options or alternatives that may be of interest to you.
- Health-Related Benefits and Services. A Child and Family Psychiatry, LLC may use and disclose health care information to tell you about health-related benefits or services that may be of interest to you.
- To the Individual. A Child and Family Psychiatry, LLC may disclose protected health information which you are the subject of, to you or your designated personal representative.
- Individuals Involved in Your Care or Payment for Your Care. A Child and Family Psychiatry, LLC may release health care information about you to a friend or family member who is involved in your health care. A Child and Family Psychiatry, LLC may also give information to someone who helps pay for your care. In addition, we may disclose health care information about you to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status, and location. This release requires written or oral consent from you.
- Research. Under certain circumstances, A Child and Family Psychiatry, LLC may use and disclose health care information about you for research purposes. For example, a research project may involve comparing the health and recovery of all parties who received one type of treatment to those who received another for the same condition. All research projects, however, are subject to a special approval process. This process evaluates a proposed research project and its use of health care information, trying to balance the research needs with the client's need for privacy of their health care information. Before we use or disclose health care information for research, the project will be approved through this research approval process. A Child and Family Psychiatry, LLC, however, may disclose health care information about you to people preparing to conduct a research project, for example, to help them look for individuals with specific health care needs, so long as the health care information they review does not leave our control. We will almost always ask for your specific permission if the researcher will have access to your name, address, or other information that reveals who you are, or will be involved in your care with us.
- Business Associates. A Child and Family Psychiatry, LLC may contract with certain service providers ("Business Associates") to perform various functions on behalf of A Child and Family Psychiatry, LLC. To provide these services, the Business Associates may receive, create, maintain, use or disclose protected health information. A Child and Family Psychiatry, LLC and each Business Associate will enter into or have already entered into, an agreement requiring the Business Associate to safeguard your protected health information as required by law and in accordance with the terms of this Notice.
- Required by Law. A Child and Family Psychiatry, LLC may use or disclose your protected health information to the extent required by federal, state, or local law. For example, A Child and Family Psychiatry, LLC may disclose your protected health information when required by national security laws or public health disclosure laws.

- **Lawsuits and Disputes.** A Child and Family Psychiatry, LLC may disclose your protected health information in response to a court or administrative order. Your protected health information may also be disclosed in response to a subpoena, discovery request or other lawful process if efforts have been made to tell you about the request or to obtain an order protecting your protected health information.
- **Certain Government Agencies and Officials.** A Child and Family Psychiatry, LLC may disclose your protected health information to (i) government agencies involved in oversight of the health care system, (ii) government authorities authorized to receive reports of abuse, neglect, or domestic violence, (iii) law enforcement officials for law enforcement purposes, (iv) military command authorities, if you are or were a member of the armed forces, (v) correctional institutions, if you are an inmate or under the custody of a law enforcement official, and (vi) federal officials for intelligence, counterintelligence, and other national security activities.
- **Public Health and Research Activities; Medical Examiners.** A Child and Family Psychiatry, LLC may also disclose your protected health information (i) for public health activities or to prevent a serious threat to health and safety, (ii) to organizations that handle organ donations, if you are an organ donor, (iii) to coroners, medical examiners and funeral directors, as necessary, and (iv) to researchers, if certain conditions regarding the privacy of your protected health information have been met.
- **Worker's Compensation.** A Child and Family Psychiatry, LLC may disclose your protected health information to comply with workers' compensation laws and other similar programs that provide benefits for work-related injuries or illnesses.
- **Military and Veterans.** If you are a member of the armed forces, A Child and Family Psychiatry, LLC may release health care information about you as required by military command authorities. We may also release health care information about foreign military personnel to the appropriate foreign military authority.
- **Disclosures to the Secretary of the US Department of Health and Human Services.** A Child and Family Psychiatry, LLC may be required to disclose your protected health information to the Secretary of the US Department of Health and Human Services to investigate or determine A Child and Family Psychiatry, LLC's compliance with the HIPAA Privacy Rules.
- **Other Uses and Disclosures with Written Authorization.** Disclosures and uses of your protected health information that are not described above may be made by A Child and Family Psychiatry, LLC with your written authorization. If A Child and Family Psychiatry, LLC is authorized to use or disclose your protected health information, you may revoke that authorization, in writing, at any time, except to the extent that A Child and Family Psychiatry, LLC has taken action relying on the authorization. A Child and Family Psychiatry, LLC will not be able to take back any disclosures of your protected health information that have already been made with your authorization.

3. **Your Rights with Respect to Your Protected Health Information.** The following summarizes your rights with respect to your protected health information:

- **Right to Request a Restriction on Uses and Disclosures of Protected Health Information.** You have the right to request a restriction or limitation on the protected health information used or disclosed about you by A Child and Family Psychiatry, LLC for treatment, payment or health care operations. You also have the right to request a limit on the disclosure of your protected health information to someone who is involved in your care or the payment for your care, such as a family member, friend or other person you have identified as responsible for your care. In your request, you must tell A Child and Family Psychiatry, LLC (i) what information you want to limit; (ii) whether you want to limit A Child and Family Psychiatry, LLC's use, disclosure, or both; and (iii) to whom you want the limits to apply, for example, disclosures to your spouse. A Child and Family Psychiatry, LLC is not required to agree to a requested restriction unless otherwise required by law. A Child and Family Psychiatry, LLC will comply with your restriction request if (iv) except as otherwise permitted by law, the disclosure is to the health plan for purposes of carrying out payment or health care operations (and is not for the purposes of carrying out treatment); and (v) the protected health information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full. If A Child

and Family Psychiatry, LLC agrees to your request, A Child and Family Psychiatry, LLC will honor the restriction until you revoke it or we notify you.

- **Right to Request Confidential Communications.** You have the right to request that A Child and Family Psychiatry, LLC communicate with you about your protected health information in a certain way or at a certain location. For example, you can request that A Child and Family Psychiatry, LLC only contact you at work or by mail. A Child and Family Psychiatry, LLC will accommodate all reasonable requests.

- **Right to Inspect and Copy Your Protected Health Information.** Other than psychotherapy notes kept separate from the rest of your medical record, you have the right to inspect and copy your protected health information. Under certain limited circumstances, we may deny your access to a portion of your records. If you request copies, we may charge you reasonable copying and mailing costs.

- **Right to Amend Your Protected Health Information.** You have the right to request an amendment of your protected health information that is maintained by A Child and Family Psychiatry, LLC if you believe the information is inaccurate or incomplete. A Child and Family Psychiatry, LLC may deny your request if your protected health information is accurate and complete or if the law does not permit A Child and Family Psychiatry, LLC to amend the requested information. A Child and Family Psychiatry, LLC cannot amend information created by your doctor or any person other than A Child and Family Psychiatry, LLC.

- **Right to Receive an Accounting of Disclosures of Your Protected Health Information.** You have the right to request an accounting of disclosures A Child and Family Psychiatry, LLC has made of your protected health information during the six (6) years prior to the date of your request. However, you will not receive an accounting (i) of disclosures made more than six (6) years ago, (ii) disclosures made to you, (iii) disclosures made pursuant to your authorization, (iv) disclosures made for purposes of treatment, payment or health care operations, and (v) disclosures made to friends and family in your presence or because of an emergency. Certain other disclosures may be excepted from the HIPAA accounting requirements. If you request more than one accounting in any twelve (12) month period, A Child and Family Psychiatry, LLC may charge you a reasonable fee for each accounting after the first accounting statement.

- **Uses and Disclosures that Require Your Authorization.** The following uses and disclosures will be made by A Child and Family Psychiatry LLC only with your written authorization:

- uses and disclosures for marketing purposes, including treatment communications;
- uses and disclosures that constitute the sale of protected health information;
- if A Child and Family Psychiatry, LLC maintains psychotherapy notes, the use and disclosure of such notes will only be made upon the authorization by you; and
- other uses and disclosures not described in this Notice.

You may revoke your authorization at any time, so long as the revocation is given in writing. Once we receive your written revocation, it will only be effective for future uses and disclosures. It will not be effective for any information that may have been used or disclosed in reliance upon the written authorization and prior to receiving your written revocation.

- **Right to Opt-Out of Fundraising Communications.** If A Child and Family Psychiatry, LLC conducts or engages in fundraising communications, you shall have the right to opt-out of such fundraising communications.

- **Right to Receive a Paper Copy of this Notice.** You have the right to receive a paper copy of this Notice upon request, even if you agreed to receive this Notice electronically. To obtain a paper copy of this Notice, contact the Privacy Officer at (614) 407-6513.

- **Right to Be Notified of a Breach.** You have the right to be notified in the event that A Child and Family Psychiatry, LLC (or a Business Associate) commits or discovers a breach of unsecured protected health information.

- To Exercise Your Individual Rights. To exercise any of your rights listed above, you must complete the appropriate form. To obtain the required form, please contact the Privacy Officer at (614) 407-6513.

4. Psychotherapy Notes Special Protections. Mental health information and psychotherapy notes maintained by A Child and Family Psychiatry LLC are protected by federal and state laws beyond the HIPAA protections described above. Neither you (individually or on behalf of your child), your personal representative, nor your child has a right to inspect or copy your or your child's psychotherapy notes.

Psychotherapy notes are notes prepared by a mental health professional that document or analyze the contents of a conversation during a private, group, joint, or family counseling session and that are maintained separate from the rest of your medical records. Psychotherapy notes may not be used or disclosed without your special written authorization, except in the following circumstances:

- use by the originator of the psychotherapy notes for treatment;
- use or disclosure by the covered entity for its own training programs in which students, trainees, or practitioners in mental health learn under supervision to practice or improve their skills in group, joint, family, or individual counseling; or
- use or disclosure by the covered entity to defend itself in a legal action or other proceeding brought by the individual; and
- use or disclose to the mental health professional who created the notes may disclose them to the United States Department of Health and Human Services when that agency requests them in order to investigate the mental health professional's compliance or A Child and Family Psychiatry, LLC's compliance with federal privacy and confidentiality laws and regulations;
- use or disclosure as required by law;
- use or disclosure by the mental health professional who created the notes to medical examiners and coroners, if necessary, to determine your cause of death; or
- use or disclosure by the mental health professional who created the notes to appropriate government authorities when necessary to avert a serious and imminent threat to the health or safety of you or another person.

5. Filing a Complaint with A Child and Family Psychiatry, LLC or the United States Department of Health and Human Services. If you believe that A Child and Family Psychiatry, LLC has violated your HIPAA privacy rights, you may complain to A Child and Family Psychiatry, LLC or to the Secretary of the US Department of Health and Human Services.

Complaints to A Child & Family Psychiatry LLC should be sent to:

A CHILD & FAMILY PSYCHIATRY LLC
Attention: Privacy Officer
750 Cross Pointe Road, Suite D
Gahanna, OH 43230
Telephone: (614) 407-6513

Complaints to the Secretary of the US Department of Health and Human Services should be sent to:

US Department of Health and Human Services
Hubert H. Humphrey Building
200 Independence Avenue S.W.
Washington, DC 20201

A Child and Family Psychiatry, LLC cannot penalize you or retaliate against you for filing a complaint.

6. Changes to this Notice. A Child and Family Psychiatry, LLC reserves the right to change the provisions of this Notice and to apply the changes to all protected health information received and maintained by A Child and Family Psychiatry, LLC. If A Child and Family Psychiatry, LLC makes a material change to this Notice, a revised version of this Notice will be provided to you within thirty (30) days of the effective date of the change at your address of record.

7. Effective Date. This Notice becomes effective as of _____, 2019.

8. Contact Information. If you have any questions regarding this Notice or would like to exercise any of your rights described in this notice, please contact:

A CHILD & FAMILY PSYCHIATRY LLC

Attention: Privacy Officer

750 Cross Pointe Road, Suite D

Gahanna, OH 43230

Telephone: (614) 407-6513

If you sign this document online, you will be requested in the next screen to acknowledge and agree that:

- 1. you were provided ample opportunity to ask questions about this HIPAA Notice of Privacy Practices, and that your questions were satisfactorily answered;**
- 2. you received a copy of this HIPAA Notice of Privacy Practices; and**
- 3. if you are acknowledging receipt of a copy of this HIPAA Notice of Privacy Practices on behalf of another person for whom you are the parent or legal representative, you have the legal authority to act on behalf of such person.**