

INFORMED CONSENT & NOTICE OF PRIVACY PRACTICES

LOTUS PROFESSIONAL COUNSELING LLC

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Welcome to Lotus Professional Counseling. This is a solo outpatient private practice that provides psychotherapy and counseling services to individuals and families via in-person office-based sessions and/or via telehealth videoconferencing.

INFORMED CONSENT AND INFORMATION FOR MY CLIENTS | 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 protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important you understand them. When you provide your signature acknowledging this document, it will also represent an agreement between us. We can discuss any questions you have when you review & sign them, or at any time in the future.

To provide you with information about my policies, I have prepared the following statements for your reference. In selecting these topics, I hope that I have anticipated many of the questions that you may have. Should there be matters that I have not covered, please feel free to address them with me.

PSYCHOTHERAPY & COUNSELING SERVICES; RISKS & BENEFITS | Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights that you should be aware of.

I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described below. Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions. If you have questions about my procedures, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another mental health professional for a second opinion.

CREDENTIALS AND LICENSURE | I have a license to practice in the state of Michigan. I have practiced counseling among various populations in my experience within private practice, residential, and community settings in both my professional and graduate study work. I am obligated, in accordance with my license, to abide by Michigan's Professional Counseling regulatory rules, laws and ethics codes. I am responsible to adhere to ethical guidelines associated with my professional affiliations, as well. I must also regularly attend relevant continuing education courses. I find this as an asset to practice and continued learning. However, I will not reveal any identifying information about you without your written permission. Permission would also be required from you if I should request that we tape one of our sessions. At this time, recording sessions is not a method that I utilize. Equally so, therapy session participants are strictly prohibited from recording any portion of sessions and by any means.

I am trained to counsel individuals, couples, and groups, with particular skill development in working with at-risk young adults, adolescents and youth, and individuals and families who have suffered traumatic experiences. My treatment approach is flexible in that, I may use different therapies and disciplines as I see fit to your specific treatment needs. In general, I am a client-centered, action-oriented therapist in that I will assume that you are here because you are open to change in some area in your life. I will also assume that you are seeking assistance with learning how to cope, change or find fulfillment in your life in some way and that you would like me to guide and teach you how to manage your life in a more productive way. We will collaborate in developing and working toward your treatment goals together. My approach is generally optimistic and hopeful. When your agenda is one of healing and problem solution, there is usually always something that has not yet been tried that will be helpful, even if you have consulted with other therapists unsuccessfully in the past. If your agenda is to control someone else, to collect evidence for court proceedings, to seek revenge, to prove someone else wrong, to remain a victim, or to pursue other nonhealing goals, positive change will be extremely difficult.

APPOINTMENTS | Appointments will typically be 55-60 minutes in duration, averaging once per week at a time we agree upon, unless we have otherwise discussed greater or reduced frequency. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you provide me with 24 hours notice.

CANCELLATION/MISSED APPOINTMENTS POLICY | If you do not show up for your scheduled therapy appointment, and you have not notified me at least 24 hours in advance, you will be subject to a \$50.00 "Missed Appointment" Fee. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible for the fee as described above. This policy ensures we are both invested in your wellbeing and committed to the time we have both reserved. I understand that there may be an occasional emergency that interferes with your notifying me within the 24-hour window of time and will always take these circumstances into consideration. As a courtesy, appointment reminders may be provided to you. Please understand that these reminders are solely a courtesy – if the reminder is not received for any reason, you are still otherwise responsible for remembering and attending your sessions as scheduled, and subject to the cancellation policy requirements as stated.

PROFESSIONAL FEES | In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment.

[Standard Rates] Initial intake \$175.00; subsequent 55-60 minute Sessions \$150.00

[Insurance] For clients utilizing In-Network insurance benefits, the standard fee will be adjusted according to what is approved by the insurance plan, which tends to vary per insurance provider and plan.

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.

With your permission, my billing service and I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and promptly informing me of any changes to your coverage.

Most insurance companies require a clinical diagnosis, and sometimes additional clinical information. By acknowledging & signing this agreement, you agree that I can provide the information requested by the carrier if you plan to utilize insurance.

[Private/Self-Pay] A limited number of reduced-rate private-pay opportunities are offered and can be discussed with the clinician. Under Section 2799B-6 of the Public Health Service Act, as of January 1, 2022, health care providers and health care facilities are required to provide a good faith estimate of expected charges for items and services to individuals who are not enrolled in a plan or coverage or a Federal health care program, or not seeking to file a claim with their plan or coverage both orally and in writing, upon request or at the time of scheduling health care items and services

You are responsible for paying at the time of the scheduled session unless prior arrangements have been made (i.e. valid credit card on file authorized for out of pocket payments). Please also be advised that future appointments and/or the scheduling of future appointments may be paused in the event of any outstanding/unpaid/past-due balances. Payment must be made by check/money order, cash or credit card. Any checks returned to the Lotus Professional Counseling office are subject to an additional fee of up to \$30.00 to cover the bank fee that will be incurred. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment.

All clients are required to keep a credit card on file with the office. Any and all balances that are over 30 days without payment may be charged to the credit card on file and subject to a \$5.00 late fee for every month it is late, unless alternate arrangements have been discussed and agreed upon with your clinician Prior To the thirty days default. You will be provided with a credit card information form prior to beginning services, which must be completed in its entirety prior to any/all services being rendered.

[Additional Services - Reports etc.] In addition to scheduled appointments, Lotus Professional Counseling retains the right to charge on a prorated basis for other professional services that you may require such as letter/report writing, telephone conversations that last longer than 15 minutes, attendance at meetings or consultations which you have requested, or the time required to perform any other service which you may request of me. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party compels me to testify. In these circumstances, fees will be determined according to the timeframe from which the clinician leaves from and returns to the office.

OFFICE HOURS, AVAILABILITY & CLINICIAN CONTACT | At this time, I offer flexible hours during the weekdays and evenings. To schedule or cancel an appointment, I can be contacted by phone, email, or secure message within the client portal. There is no receptionist available. [Phone] You may call my voicemail at (248) 439-0560 - Be sure to leave a detailed message including a contact number. [Email] You may send me a message at kzabikLPC@gmail.com. [Secure Portal Messaging] Available to established clients, found here <https://lotuslpc.clientsecure.me/sign-in>.

EMERGENCY NEEDS | I am not an emergency mental health service, so if you need to speak with me or a mental health professional immediately and are unable to reach me, call the emergency mental health number in your county of residence, call 911, or go directly to your nearest emergency room.

VACATIONS, HOLIDAYS, ETC. | When I am out of town, or will be otherwise unavailable for a period of time other than a weekend or holiday, the expectation is that you will be able to leave a message and I will return my call upon returning to the office. In case of emergency, it is expected that you will use your judgment, and if necessary call 911 or go to the nearest emergency room. I will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional covering my practice.

HOSPITALIZATIONS | If an interruption of services does occur due to hospitalization treatment needs, I will work to provide your psychiatrist with any information necessary. Upon your discharge, I shall assess with you your outpatient needs and make plans for ongoing services with myself or make appropriate referrals.

SOCIAL MEDIA | I do not accept friend or contact requests from current or former clients on any social networking site personal accounts. I believe that adding clients as friends on these sites can compromise your confidentiality, our respective privacy and may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

CONFIDENTIALITY |

I. MY PLEDGE REGARDING HEALTH INFORMATION: I understand that health information about you and your health care is personal. I am committed to protecting health information about you. I create a record of the care and services you receive from me. I need this record to provide you with quality care and to comply with certain legal and insurance requirements. This notice applies to all the records of your care generated by this mental health care practice. This notice will tell you about the ways in which I may use and disclose health information about you. I also describe your rights to the health information I keep about you and describe certain obligations I have regarding the use and disclosure of your health information.

I am required by law to:

- Make sure that protected health information (“PHI”) that identifies you is kept private.
- Give you this notice of my legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- I can change the terms of this Notice, and such changes will apply to all information I have about you. The new Notice will be available upon request, in my office, and on my website.

II. HOW I MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU: The following categories describe different ways that I use and disclose health information. For each category of uses or disclosures I will explain what I mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all the ways I am permitted to use and disclose information will fall within one of the categories.

For Treatment Payment, or Health Care Operations: Federal privacy rules (regulations) allow health care providers who have direct treatment relationship with the patient/client to use or disclose the patient/client’s personal health information without the patient’s written authorization, to carry out the health care provider’s own treatment, payment, or health care operations. I may also disclose your protected health information for the treatment activities of any health care provider. This too can be done without your written authorization. For example, if a clinician were to consult with another licensed health care provider about your condition, we would be permitted to use and disclose your person health information, which is otherwise confidential, to assist the clinician in diagnosis and treatment of your mental health condition.

Disclosures for treatment purposes are not limited to the minimum necessary standard. Because therapists and other health care providers need access to the full record and/or full and complete information to provide quality care. The word “treatment” includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.

Lawsuits and Disputes: If you are involved in a lawsuit, I may disclose health information in response to a court or administrative order. I may also disclose health information about your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only

if efforts have been made to tell you about the request or to obtain an order protecting the information requested. I do not participate in court proceedings at the request of yourself or your legal counsel.

III. CERTAIN USES AND DISCLOSURES REQUIRE YOUR AUTHORIZATION:

Psychotherapy Notes. I do keep "psychotherapy notes" as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:

- a. For my use in treating you.
- b. For my use in receiving training or supervision or in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy.
- c. For my use in defending myself in legal proceedings instituted by you.
- d. For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA.
- e. Required by law and the use or disclosure is limited to the requirements of such law.
- f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
- g. Required by a coroner who is performing duties authorized by law.
- h. Required to help avert a serious threat to the health and safety of others.

Marketing Purposes. As a psychotherapist, I will not use or disclose your PHI for marketing purposes as defined by the HIPAA Privacy Rule 45 CFR 164.501, 164.508(a)(3).

Sale of PHI. As a psychotherapist, I will not sell your PHI in the regular course of my business.

IV. CERTAIN USES AND DISCLOSURES DO NOT REQUIRE YOUR AUTHORIZATION. Subject to certain limitations in the law, I can use and disclose your PHI without your Authorization for the following reasons:

When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.

For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone's health or safety.

For health oversight activities, including audits and investigations.

For judicial and administrative proceedings, including responding to a court or administrative order, although my preference is to obtain an Authorization from you before doing so.

For law enforcement purposes, including reporting crimes occurring on my premises.

To coroners or medical examiners, when such individuals are performing duties authorized by law.

For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.

Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counter-intelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.

For workers' compensation purposes. Although my preference is to obtain an Authorization from you, I may provide your PHI to comply with workers' compensation laws.

Appointment reminders and health related benefits or services. I may use and disclose your PHI to contact you to remind you that you have an appointment with me.

I may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that I offer.

V. CERTAIN USES AND DISCLOSURES REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT.

Disclosures to family, friends, or others. I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

VI. YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:

The Right to Request Limits on Uses and Disclosures of Your PHI.

You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes.

I am not required to agree to your request, and I may say "no" if I believe it would affect your health care.

The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full.

You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.

The Right to Choose How I Send PHI to You.

You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.

The Right to See and Get Copies of Your PHI. Other than "psychotherapy notes," you have the right to get an electronic or paper copy of your medical record and other information that I have about you.

I will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and I may charge you a fee established by the Michigan Medical Records Act. I do not release your medical record to your legal counsel.

The Right to Get a List of the Disclosures I Have Made. You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost-based fee for each additional request.

The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say "no" to your request, but I will tell you why in writing within 60 days of receiving your request.

The Right to Get a Paper or Electronic Copy of this Notice. You have the right to get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

CLIENT RIGHTS

- You have the right to be treated by me in a consistently competent, ethical, and respectful manner.
- You have the right to a personal, individualized assessment of your treatment needs in which your expertise about yourself is as important as is my professional opinion about you.
- You have the right to referrals to other competent professionals and services when this is indicated by your treatment needs.
- You have the right to ask questions about the approach and methods I use and to decline the use of certain therapeutic techniques.
- You have the right to confidential treatment except in the circumstances already described. This means that you determine the amount of information to be released to anyone outside this setting by signing a permission form that is specific to each situation and that determines the length of time in which the information may be released, and may be canceled by you at any time.
- You have the right to stop receiving therapy from me without any obligation other than to pay for the services that you have already received.
- You have the right to resume service following termination.
- You have the right to discuss your treatment, concerns, questions, complaints or any other matter with me. The State of Michigan requires counselors to adhere to a specific Code of Conduct that is determined by the Board of Counseling. It is recommended that a client attempt to resolve a complaint with the practice first. However, clients have a right to file a complaint which can be done by contacting: Michigan Department of Licensing and Regulatory Affairs Bureau of Professional Licensing Investigations & Inspections Division P.O. Box 30670 Lansing, MI 48909 (517) 241-0205

EFFECTIVE DATE OF THIS NOTICE This notice went into effect on **FEBRUARY 10, 2022** and replaces all prior notices.