

CLIENT RIGHTS, TREATMENT AUTHORIZATION & PRIVACY NOTICE THIS DOCUMENT DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY The undersigned client ("you" or "Client") understands that Diane G Clark, LLC d/b/a/ Ethos Therapy and Life Coaching ("we" or "Ethos") and its contractors comply with the standards set forth by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and applicable law. By signing this document, you acknowledge that you understand its contents and you consent to our collection and use of your personal information, including individually identifiable health information or protected health information such as your name, address, social security number, and insurance information. Client understand that the information may be used by Ethos and the Ethos provider for treatment and consultation, billing or claims payment, the operation of our business, or other purposes that you may direct. Ethos is required by law to maintain the privacy and security of your protected health information, to comply with the duties and practices described in this notice, and to give you a copy of it. Protected information may not be shared without your written consent or as otherwise required by law. However, exceptions to this general rule of non-disclosure include the following:

- Reporting suspected abuse, neglect, or domestic violence
- To help with public health and safety issues
- If I feel you are a danger to yourself or others
- To comply with the law, for example, if records are subpoenaed or otherwise court ordered
- To submit claims to insurance if utilizing insurance for payment
- To organizations that perform functions, activities or services on our behalf

You may contact Ethos in writing if you desire to revoke your consent. Additional information regarding your privacy rights can be found at

www.hhs.gov/ocr/privacy/HIPAA/understanding/consumers/index.htmlnotify Client understands that email and text communication are not completely assured of secure confidentiality. Client will be asked to set up a Spruce Care Messenger Application ("Spruce") which provides a more secure form of communication than free third party public electronic mail services. This is the best way to contact your Ethos provider for scheduling, rescheduling and crisis or contact outside regular sessions. Client understands that Ethos cannot provide services in the event of life threatening situations. Client agrees to seek emergency care through his or her local emergency room or by calling 911. Consultation Client understands that Ethos providers work collaboratively and may consult regarding clients in order to provide the very best treatment to each client. Additionally, Ethos providers may seek professional consultation outside Ethos without disclosing client names or identifying information. Ethos providers also consult to provide learning for graduate students and clinical supervisees. Clinicians at the Master's level have their notes read and signed by a clinical worker within Ethos. By signing below, Client consents to such disclosure and actions by Ethos. If Client has questions or concerns or does not wish specific consultation to take place, he or she is encouraged and has the right to discuss this with the applicable Ethos provider and has the right to revoke this permission in writing at any time. Client understands that it is recommended that they have a thorough physical examination by Client's primary care physician either prior to, or concurrent with, treatment in order to rule out potential physical issues. Client is advised that certain mental disorders can have medical or biological origins, and that the Client should consult with a physician. If the Ethos provider is offering services that includes diagnosis and treatment of mental disorders, the provider may consult with and promote a collaborative approach to the Client's care with Client's primary care physician. Therapy and Client Responsibilities Therapy is the process of coming alongside a person to help gain deeper insight into issues creating pain or

holding clients back using a variety of evidence-based methods. Individual sessions generally run from 50-60 minutes weekly. Success is directly related to commitment, frequency, and personal investment. The therapeutic relationship is mainly one-sided, although trust and connection with the therapist are keys to success. The Ethos provider will not friend or follow clients on social media. Contact with the Ethos provider outside of sessions is by emergency only. Client agrees not to attend sessions while under the influence of alcohol or drugs not prescribed to them. Client understands that therapy has both benefits and risks and agrees to work together with the Ethos provider to identify treatment goals, resolve issues, work on problems, and follow through with recommendations. Lack of participation will impair the effectiveness of treatment. Fee for Services Client understands that the fee for service is due at each session according to the fee schedule presented at the start of services. If a hardship occurs, please discuss these concerns with your provider. Client understands that a diagnosis must be reported to the insurance company for a claim to be processed. The Ethos provider will discuss the diagnosis with the Client. Client understands that if insurance is utilized, the copay and/or amount to meet the deductible is due at the time of service. While we file claims on your behalf for the insurance companies we are in network with, we may ask for your participation in processing claims if problems occur. If the Ethos provider is out of network with your insurance company, the Client is required to pay the full amount for services and a super bill will be provided for the Client to submit for insurance reimbursement. By signing below, the Client, if utilizing insurance, authorizes and releases information regarding diagnosis and treatment needed by Ethos and the insurance company for the purpose of filing claims and receiving benefits. The Client agrees to pay \$35 on returned checks. Cancellations and Scheduling The Client understands that a fee of \$50 will be charged to their account for any session canceled less than 24 hours prior to an appointment except in the case of emergency or extreme illness. No-shows or missed appointments will result in a \$50 charge which cannot be charged to insurance (State insurance holders are exempt). If the Client is more than 10 minutes late, the appointment will be rescheduled and the Client charged for a missed appointment. After Client has missed two consecutive or three total appointments, their engagement with Ethos and file is subject to termination. Clinicians reserve the right to terminate sessions at any time. Telemental Health Services Informed Consent "Telemental health" means, in short, "provision of mental health services with the provider and recipient of services being in separate locations, and the services being delivered over electronic media."

- Services delivered by telemental health relies on electronic, often Internet-based, technology tools. Ethos uses Spruce, a computer software application and platform that includes videoconferencing software, text messaging, and phone calls which are HIPAA compliant and secure. Ethos will assist Client in downloading and setting up the Spruce Application.
- Telemental health has both potential benefits and risks, which you and your Ethos provider will be monitoring as you receive services from Ethos.
- It is possible that receiving services by telemental health will turn out to be inappropriate for you, and that you and your Ethos provider may have to cease work by telemental health.
- You can stop work by telemental health at any time without prejudice. If your provider does not offer in person services, they will assist you in finding another appropriate provider.
- You will need to participate in creating an appropriate space for your telemental health sessions.
- You will need to participate in making a plan for managing technology failures, mental health crises, and medical emergencies.

- Ethos follows security practices and legal standards in order to protect your health care information, but you will also need to participate in maintaining your own security and privacy.

Expected Benefits and Risks of Telemental Health Receiving services via telemental health allows you to:

- Receive services when you are unable to travel to the service provider's office, in situations like social distancing.
- Receive services in a fashion that may be more convenient.
- Telemental health services can be impacted by technical failures, may introduce risks to your privacy, and may reduce your service provider's ability to directly intervene in crises or emergencies. Here is a non-exhaustive list of examples:
 - Internet connections and cloud services could cease working or become too unstable to use.
 - Computer or smartphone hardware can have sudden failures or run out of power, or local power services can go out.
 - Interruptions may disrupt services at important moments, and your provider may be unable to reach you quickly or using the most effective tools. Your provider may also be unable to help you in-person.

Recordings Please do not record video or audio sessions without your Ethos provider's prior consent. Making recordings can quickly and easily compromise your privacy, and should be done so with great care. Your Ethos provider will not record video or audio sessions without your prior consent. **Minor or Juvenile Clients** Client understands that in custody situations, Ethos will only collect payment from the parent who initiated services with Ethos. We do not offer divided billing services. These type of arrangements are to be worked out between the guardians. We also expect that the individual representing a minor has the right and privileges to consent to medical care. We will not be held liable for any misrepresentations. We may ask for a copy of the custody agreement or other supporting legal documentation. **Professional Fees and Court Involvement** Ethos' professional fees are comparable to other mental health service providers in the area Ethos maintains its office. In addition to therapy sessions, Ethos charges for other professional services you may need including school meetings, preparation of requested records, or other services. If an Ethos provider is subpoenaed to appear in court on the Client's behalf, or if the provider is requested to provide a court update or other written document regarding treatment progress, there will be a \$165 per hour fee payable at the time the subpoena is received for the Ethos provider's time preparing for the court appearance or preparation of the documents. If the Client is a minor child, the fee will be assessed to the parent whose attorney sent the subpoena. The Client agrees that if the Ethos provider is subpoenaed to court, the Client or guardian will pay for the time the Ethos provider is scheduled to be at court. For all additional services, the Client agrees to pay the provider's hourly rate of \$165 per hour. These fees cannot be charged to insurance. **Therapy Dog** Ethos has a trained and certified therapy dog working in our office. Like any therapy, working with a therapy dog has risks and benefits. Please be aware that you have the option of working with or without the therapy dog dependent upon the applicable Ethos provider. If you have a known or suspected pet allergy, please inform your Ethos provider so that appropriate measures may be taken to minimize your exposure. **Community** You and your Ethos provider may choose to work together in the community such as in a park or on a walk. Your Ethos provider will discuss the potential limits to confidentiality in doing so. **Record Keeping** Your Ethos provider is required to keep records about your treatment. These records help ensure the quality and continuity of your care, as well as provide evidence that the services you receive meet the appropriate standards of

care. Your records are maintained in an electronic health record format provided by TherapyNotes. TherapyNotes has several safety features to protect your personal information, including advanced encryption techniques to make your personal information difficult to decode, firewalls to prevent unauthorized access, and a team of professionals monitoring the system for suspicious activity. TherapyNotes keeps records of all log-ins and actions within the system. We will do our best to protect all private personal information that we receive, yet the sharing of such information with us is at your own risk. The Client has certain rights with respect to your protected health information ("PHI"). To exercise these rights, please submit a written request to Ethos at the address noted below. To inspect and copy PHI. • You can ask for an electronic or paper copy of PHI. Ethos may charge you a reasonable fee. • Ethos may deny your request if it believes the disclosure will endanger your life or another person's life. You may have a right to have this decision reviewed. To amend PHI. • You can ask to correct PHI you believe is incorrect or incomplete. Ethos may require you to make your request in writing and provide a reason for the request. • Ethos may deny your request. Ethos will send a written explanation for the denial and allow you to submit a written statement of disagreement. To request confidential communications. • You can ask Ethos to contact you in a specific way. Ethos will say "yes" to all reasonable requests. To limit what is used or shared. • You can ask Ethos not to use or share PHI for treatment, payment, or business operations. Ethos is not required to agree if it would affect your care. • If you pay for a service or health care item out-of-pocket in full, you can ask Ethos not to share PHI with your health insurer. • You can ask for Ethos not to share your PHI with family members or friends by stating the specific restriction requested and to whom you want the restriction to apply. To obtain a list of those with whom your PHI has been shared. • You can ask for a list, called an accounting, of the times your health information has been shared. You can receive one accounting every 12 months at no charge, but you may be charged a reasonable fee if you ask for one more frequently. To receive a copy of this Notice/Form. • You can ask for a paper copy of this Notice, even if you agreed to receive the Notice electronically. To choose someone to act for you. • If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights. Filing a Complaint To file a complaint if you feel your privacy rights are violated;

- You may file a complaint by contacting Ethos at:

Clinical Director Diane Clark or Assistant Director of Clinical Services Jamie Ale Ethos Therapy and Life Coaching 1445 Anderson Ave Manhattan, KS 66502 Tel. 785-333-3793

- You may also file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

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Ethos will not retaliate against you for filing a complaint. This document for notice purposes is effective on May 24, 2023 READ AND SIGN BELOW: BY SIGNING BELOW, I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE ABOVE NOTICE OF PRIVACY AND CLIENT RESPONSIBILITIES, THAT I HAVE THE RIGHT TO REVOKE THIS AUTHORIZATION AT ANY TIME, AND THAT I HAVE THE RIGHT TO INSPECT OR COPY THE PROTECTED HEALTH INFORMATION TO BE DISCLOSED AS DESCRIBED IN THIS DOCUMENT BY SENDING A WRITTEN NOTIFICATION TO ETHOS AT THE ADDRESS SET FORTH ABOVE. I UNDERSTAND THAT A REVOCATION IS NOT EFFECTIVE TO THE EXTENT THAT ANY PERSON OR ENTITY HAS ALREADY ACTED IN RELIANCE ON MY AUTHORIZATION OR IF MY AUTHORIZATION WAS OBTAINED AS A CONDITION OF OBTAINING INSURANCE COVERAGE AND THE INSURER HAS A LEGAL RIGHT TO CONTEST A CLAIM. I UNDERSTAND THAT INFORMATION USED OR DISCLOSED AS A RESULT OF THIS AUTHORIZATION MAY BE SUBJECT TO RE-DISCLOSURE BY THE RECIPIENT AND MAY NO LONGER BE PROTECTED BY FEDERAL OR STATE LAW. I

UNDERSTAND THAT I HAVE THE RIGHT TO REFUSE TO SIGN THIS AUTHORIZATION AND THAT MY TREATMENT WILL NOT BE CONDITIONED ON SIGNING THIS AUTHORIZATION. THIS AUTHORIZATION SHALL BE IN FORCE AND EFFECT UNTIL REVOKED BY THE CLIENT OR REPRESENTATIVE SIGNING THE AUTHORIZATION. Client

Signatur _____ Date _____