



NOVUS Mindful Life Institute

Relationship Counseling & Recovery Center

Client Information (Please Print Clearly)

Today's Date _____

Name: First _____ MI _____ Last _____

Date of Birth: _____ Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Mobile Phone: _____ Home Phone: _____

May we leave a voicemail message if you do not answer your phone? Yes No

E-Mail Address (For Appointment Reminders and Account Statements):

May we send you e-mail reminders of your appointments? Yes No

Gender Identification

Male Female Other

Marital Status

Married Partnered Single
 Divorced Separate Widowed

Children

Name Age Sex Live at Home? (yes/no)

Spouse/Partner

Name _____

Age Gender Length of relationship

Emergency Contact Name: _____

Phone: _____ Relationship: _____

Medical History and Presenting Concern

Please describe your primary reason for seeking counseling: _____

Do you have any medical conditions that could impact counseling: Yes No

Have you ever had any previous counseling or mental health hospitalizations: Yes No

Please explain: _____

Prescription/Non-Prescription Medications

It is important for you to be informed about the nature of counseling, your rights as a client, and policies and procedures governing the therapeutic process and our financial practices. Please take the time to review the **NOVUS Client Handbook** for this information.

I indicate my understanding and agreement that:

Informed Consent to Treat

1. I consent to treatment at NOVUS as outlined by their policies in the Novus Client Handbook.
2. I have been given a copy of the NOVUS Client Handbook, including the Notice of Privacy Practices, read the information, and understand and agree to the policies of NOVUS.
3. I understand the limits of confidentiality with regards to obtaining therapy, coaching and counseling services.

Consent to NOVUS Financial Policies

4. I am responsible for payment in full at the time of service regardless of my insurance coverage.
5. A **24-hour notice is required** for re-scheduling or canceling my appointment. I will be charged the full session fee in the event of a late cancellation or missed session.
6. If I accrue an outstanding balance, past due more than 30 days, Novus will charge the balance due to the credit card indicated on the Novus Credit Card Authorization Agreement.
7. NOVUS may send the financially responsible individual statements reflecting charges and payments applied to my account. Statements may include details such as session dates, fees, service codes, descriptions and therapist names.
8. I understand and agree that NOVUS may contact the financially responsible individual to discuss my account.

Consent to Use or Disclose Information for Treatment, Payment and Health Care Operations

9. Federal regulations (HIPAA) allow NOVUS to use or disclose Protected Health Information (PHI) from my record in order to provide treatment, obtain payment, and complete other essential professional activities (known as "health care operations").
10. I hereby consent to the use or disclosure of my Protected Health Information as indicated on the Novus Notice of Privacy Practices.
11. I authorize Novus to submit claims and release my medical / psychiatric information to my primary insurance carrier.
12. The providers of NOVUS are not contracted with any carriers. If I have eligible benefits, my services will be processed out-of-network and my insurance company will reimburse me directly.
13. Services provided by NOVUS are not covered under Medicare. NOVUS providers are either ineligible or have opted-out. I agree to complete an opt-out agreement if I am a Medicare beneficiary or participant.
14. The information I have provided is true and correct to the best of my knowledge

Print Name: _____ **Signature:** _____ **Date:** _____

Insurance Information (Check the appropriate box.)

- I do NOT want to use insurance.
 I DO want to use insurance. Provide copy of driver's license and front and back of insurance card.

Primary Insurance Carrier Information

Insurance Company: _____ Subscriber ID# _____

Group/Employer Name: _____ Effective Date: _____

- I am the policyholder I am NOT the policyholder (Complete policyholder's information below.)

Last Name: _____ First Name: _____ MI: _____

Date of Birth: _____ Relationship: _____

Address: _____

Financial Responsibility for Account (Check the appropriate box.)

- I am responsible for my account. Someone else is financially responsible for my account.

(Only complete this information if someone else is financially responsible for your account.)

Last Name: _____ First Name: _____ MI: _____

Address: _____

Phone: _____ E-Mail: (For Account Statements): _____

*** IMPORTANT*** *** Full payment is due at the time of service.

*** If you accrue an outstanding balance, past due more than 30 days, Novus will charge the balance due to the credit card indicated on the Novus Credit Card Authorization Agreement.

*** Full fee will be charged in the event of a late cancellation (less than 24 hours) or missed session.

NOVUS CREDIT CARD AUTHORIZATION AND AGREEMENT

If another individual is financially responsible, the cardholder must complete this authorization.

Client Information (The following clients are authorized to use this credit card agreement for their service charges at NOVUS Mindful Life Institute.)

Client Name: _____ Client Name: _____

Cardholder Information

Cardholder Name: _____ Phone: _____

Billing Address: _____

I authorize Novus Mindful Life Institute to charge the balance due on this account to the credit card ending in _____ (last 4 digits of the card number).

I have read the information regarding NOVUS financial policies carefully, and I understand and agree to comply with all its terms and conditions. I certify that I am the cardholder and my signature below authorizes use of this card.

Authorized Cardholder Signature: _____ **Date:** _____

CONFIDENTIAL

NOVUS CREDIT CARD AUTHORIZATION AND AGREEMENT

Today's Date: _____

For Client(s):

Client Name: _____ Client Name: _____

Credit Card Information

Please provide your payment information:

Card Type (circle one): Visa MasterCard American Express Discover

Card Number

Expiration Date

cvv code (3 digits on back)

Billing Zip Code

Name as Printed on Card

***** The credit card information you provide on this form will be securely entered into NOVUS's HIPAA Compliant / PCI DSS Compliant client management system. This physical document will be destroyed in a shredder within 3 business days.**



NOVUS

MINDFUL LIFE INSTITUTE

RELATIONSHIP COUNSELING AND RECOVERY CENTER

CLIENT HANDBOOK

6695 East Pacific Coast Highway, Suite 135; Long Beach, CA 90803
2900 South Harbor Blvd, Suite 220; Santa Ana, CA 92704

Phone #562.431.5100

WELCOME TO NOVUS!

Thank you for providing us with the opportunity to work with you as a client. We look forward to helping you on your journey to a healthier, more joyful life.

You can refer to this NOVUS Mindful Life Institute *Client Handbook* for important information regarding the nature of counseling, your rights as a client, and policies and procedures governing the therapeutic process and our financial practices.

Process of Counseling. Therapy begins with an initial intake and assessment designed to evaluate your needs and to provide you with the best treatment recommendations. Your treatment may vary in form, depending on the issues that need to be addressed and the intensity of services you decide to pursue.

Therapy may provide you with new knowledge and skills, but it may not identify all the answers you seek since everyone's treatment process is unique to their challenges. During therapy, you also may deal with additional issues you did not consider or you may face unexpected consequences. Although you may initially feel worse as you work through the uncomfortable feelings you uncover, remember that counseling is a process that offers a safe place to explore personal life obstacles with a knowledgeable and supportive counselor, to take the necessary steps in dealing with life's difficulties and challenges, and to start feeling better as you move toward a healthier, more satisfying life.

We believe it is our responsibility to provide you with the best possible care that we can offer at NOVUS. If we do not think that we can do this or if you feel that our ideas are inconsistent with yours, we can discuss it. We ask that you share with your therapist any questions, concerns, or requests for changes to your treatment, so that you can receive the treatment you deserve.

Primary Therapist. You will be assigned a primary therapist while participating in treatment. It is your right to pursue services with the provider who you believe is best for your situation. If you would like to change your primary therapist at any time, within Novus or elsewhere, we will gladly assist you with a referral. We ask that you first discuss this with your primary therapist to help facilitate the transfer of your care.

Ending Counseling. Upon entering into a therapeutic relationship, NOVUS assumes ethical and legal responsibility to actively engage in your care. Optimally, therapy ends by mutual agreement of the client and therapist. However, you may choose to end therapy at any time. We ask that you attend at least one final session to appropriately end our relationship in a healthy manner, to obtain your feedback, and to provide you with helpful resources/recommendations for your future well-being.

Therapists also reserve the right to terminate therapy at their discretion due to noncompliance of treatment recommendations, failure to attend therapy, referral of the client to another provider if your therapy requires a different area of expertise, or lack of effective progress. There also may be times that a therapist departs from NOVUS. In this event, we will work with you to transfer your care to another therapist within the agency or to refer you to another qualified therapist outside of the agency as appropriate.

Team Treatment and Consultation. The providers of Novus Mindful Life Institute work as a team. To provide you with the best care possible, specific details regarding your therapy may be reviewed among the supervising, consulting, and treatment staff within our organization. Specific issues may or may not be disclosed among the clinical staff for the purpose of continuity of care. Treatment consultations with providers outside the practice are conducted as necessary in adherence to our confidentiality requirements.

Confidentiality. We believe that counseling has the most impact when you are open and honest about your thoughts and feelings. Therapy is strictly confidential and the information you share will not be released to any third party without your written authorization, except where mandated or permitted by law.

Situations when therapists are required to report information to the appropriate agencies include a) if you are a danger to yourself or someone else; b) if you reveal information about suspected child, elder (65+), or dependent abuse; c) if you report the intentional viewing or exchange of pornography (in any form) that involves a minor (a person under the age of 18); or d) if ordered by a court of law.

Emergency Procedures. If you ever feel that your situation requires immediate attention, assistance should be obtained through your primary therapist. Your provider is available to return your phone call from 9 AM to 5 PM and to return most calls within 24 hours. Voicemail is not checked on evenings or weekends. If you need immediate assistance your primary therapist is not available, please call your local 24-hour crisis hotline at #800.827.7571, call 911, or go to the nearest emergency department.

Appointments and Cancellations. Any scheduled appointment must be rescheduled or canceled at least 24 hours in advance. The full session fee will be charged for missed appointments or sessions canceled with less than 24-hour notification. Insurance cannot be billed for missed or canceled sessions. The therapist reserves the right to refuse to schedule additional appointments after repeated missed sessions, late cancellations, excessively late arrivals, or failure to pay the appropriate fees.

Fee Schedule (08/15/2016)

Payment in full is due at the time of service. We accept payment by cash, check, or credit card.

Initial Screening

New Client Intake Assessment - \$150.00 per session

NOVUS Founder, Licensed Therapist

Individual or Couples Therapy - \$225.00 per 45-minute session

Prolonged Individual or Couples Therapy - \$450.00 per 90-minute session

Family Therapy - \$280.00 per 45-minute session

Independent Contractor, Licensed Therapist

Individual or Couples Therapy - Rates starting at \$150.00 per 45-minute session

Prolonged Individual or Couples Therapy - Rates starting at \$300.00 per 90-minute session

Family Therapy - Rates starting at \$200.00 per 45-minute session

Pre-Licensed Registered Intern

Individual or Couples Therapy - Rates starting at \$100.00 per 45-minute session

Prolonged Individual or Couples Therapy - Rates starting at \$200.00 per 90-minute session

Family Therapy - Rates starting at \$150.00 per 45-minute session

Group Therapy

Refer to *Informed Consent for Group Counseling* for current group services and fees.

Coaching

Recovery Planning and Support / Partner Education and Support - Starting at \$100.00 per 45-minute session

Phone/Skype Consultations

Consultations are billed at the therapist's standard rate per session. These services are not billable to insurance.

Requests for Client Records

Requests for release of records from NOVUS requires completion of an *Authorization to Release Information* signed and dated by the client. Processing the request is subject to an administrative processing fee of \$15.00/hour in addition to \$0.25/page and any applicable mailing costs. The Clinical Director reserves the right to approve the request. Please allow 15 days to process your request.

Court Services or Reports

Therapists at NOVUS prefer not to become involved with the courts as it may negatively affect your treatment, progress, and therapeutic relationship. In the event you request or require NOVUS therapists to attend or prepare for court, you agree to pay in advance the therapist's standard rate with a minimum of 8 hours for each involved therapist. These services are not billable to insurance.

If you need your therapist to prepare a report for court or any other entity, please submit a signed and dated written request. You agree to pay the therapist's standard fee per hour for all time spent reviewing your records, preparing, and writing the document. These services are not billable to insurance.

Returned Checks

Any returned checks marked insufficient funds will result in a \$25.00 charge.

Insurance. As a courtesy, we can submit claims to your insurance carrier directly if you have eligible out-of-network mental health coverage. The providers of Novus Mindful Life Institute are not contracted with any insurance carriers. This allows us to provide you with high-quality services tailored to your individual needs rather than based upon demands and restrictions set forth by the insurance carrier.

It is important to remember that using third party payers, such as insurance companies, carry a certain amount of risk regarding confidentiality. If you choose to submit your services to your insurance carrier, please be aware that your insurance carrier may have access to information about your mental health, such

as your diagnosis, for claims to be processed. Some individuals choose not to submit insurance claims to maintain complete confidentiality.

Payment of benefits is subject to the conditions, limitations, and exclusions of your policy. We encourage you to contact your insurance carrier to inquire about your specific plan's eligibility, out-of-network mental health benefits, and limitations.

Services provided by NOVUS are not covered under Medicare or Tricare. NOVUS providers are either ineligible (Licensed Marriage & Family Therapists) or have opted out (Licensed Clinical Social Workers) with Medicare. NOVUS cannot submit claims to Medicare. If you are a Medicare beneficiary or participant enrolled in Medicare, then you will be asked to complete a Medicare opt-out agreement acknowledging your understanding of these terms.

Regardless of your insurance coverage, you are responsible for paying all fees at the time of service. Your insurance carrier should reimburse you directly for any eligible payments. If they send payment to NOVUS, we will credit your account for future services.

Credits and Refunds. If applicable, credits will be applied to any outstanding balance on your account. Active clients are encouraged to apply any remaining credit to future services received at NOVUS. If your account credit is older than sixty (60) days, then you may request a refund through the Administrative Office. Please allow at least thirty (30) days from the time the refund is requested to receive your funds.

Emails, Cell Phones, and Faxes. Be aware that computers, email, cell phone, and fax communication can be relatively easy to access by unauthorized people and hence can compromise the privacy and confidentiality of such communication. We cannot guarantee the confidentiality of electronic communications by any of these means. If you choose to communicate electronically, then NOVUS will assume that you have made an informed decision and view it as your agreement to take the risk that such communication may be intercepted. Be aware that emails are part of your medical record. Additionally, we request that you not use email for emergencies. NOVUS staff may not be available to check their emails daily.

Record Maintenance and Security. NOVUS preserves clinical and business records for a minimum of seven years following the clinic's discharge, except for minors, whose records will be maintained until at least one year after the minor has reached the age of 18, whichever is longer. Records include, but are not limited to, client information completed during your first session, assessments and screening measures, treatment plans, progress notes, releases of information, and any other information and/or documents submitted by or about you before, during, and after treatment.

Clinical records contain Protected Health Information (PHI) covered by both state and federal laws and regulations. We are required to safeguard the information in these records against loss, damage, tampering, or use by unauthorized persons. NOVUS requires all client information be stored in a "triple locked" manner (i.e., in a locked filing cabinet located within a locked office within a locked building) or in security-protected computer systems accessible only by authorized NOVUS staff. Our computers are equipped with a firewall, a virus protection, and a password. NOVUS uses an online practice management system that has been approved as a SAS 70 Type II Certified Data Center, which helps ensure that clients' Electronic Medical Records (EMR) are secure, fully encrypted, and HIPAA-compliant.

Payment Card Industry Data Security Standards (PCI-DSS). By accepting credit cards as a form of payment, NOVUS Mindful Life Institute is responsible for the security of cardholder data by complying with all relevant requirements of the PCI-DSS. As such, all NOVUS staff are required to abide by the PCI-DSS and commit to providing a secure environment that helps ensure our clients' protection against both loss and fraud. All authorized NOVUS staff who have access to payment cards must securely process, store, and dispose of payment card data (paper and electronic) in accordance with the PCI-DSS.

Grievances. NOVUS Mindful Life Institute is committed to providing you the highest quality of service. We encourage you to discuss any concerns or complaints with your primary therapist or another member of your treatment team. You also may speak with the co-founders of NOVUS: William Feuerborn, LCSW, CSAT-S (Executive and Clinical Director); Duane Osterlind, LMFT, CSAT (Operations Director); or Danielle Osterlind, MBA (Office Administration). Please call #562.431.5100 to discuss your concerns.

Changes to Policies and Procedures. NOVUS reserves the right to revise our policies and procedures at any time. We also reserve the right to make the revised or changed policies effective for all clients. You may review the current version of the *NOVUS Client Handbook* online at <http://novusmindfullife.com/paperwork/> or you may request a copy at any time from your therapist or the Administrative Office.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

NOVUS Mindful Life Institute (“NOVUS”) is committed to providing you with quality services. NOVUS respects your privacy, and we understand that your personal health information is very sensitive. We are dedicated to protecting the confidentiality and security of your information. This Notice will tell you about the ways NOVUS may use and disclose health information that identifies you. We also describe your rights and our legal obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regarding the use and disclosure of your personal health information.

Protected Health Information (“Health Information”). We are required by law to protect the privacy of the Health Information we create and obtain in providing care and services to you. Your protected health information includes your health history, symptoms, assessment results, diagnoses, treatment plan, progress notes, health information from other providers, and billing and payment information relating to these services. We will not use or disclose your Health Information to others without your authorization, except as described in this Notice or as required by law.

YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

Although the health and billing records we create and store are the physical property of NOVUS Mindful Life Institute, the protected health information in it generally belongs to you. You have the following rights with regard to this information:

Right to Inspect and Copy. You have the right to inspect and copy your Health Information. Your request to inspect or review your Health Information must be submitted in writing. This right is not absolute as we are permitted to refuse access in some situations (e.g., if we determine that disclosure would be detrimental to you). However, we must explain our reasons. We also must inform you of your right to designate another licensed professional to review the records. If you request copies, we will charge you a reasonable fee to cover the costs of copying, mailing, supplies, and other expenses associated with your request. To the extent your information is held in an electronic health record, you may be able to receive the information in an electronic format. We may provide you with a summary of this information rather than providing access to your record, but only if you agree in advance.

Right to Amend. If you believe that information within your records is incorrect or incomplete, you have the right to request that we amend the information. The addendum can be no longer than 250 words per alleged incomplete or inaccurate information. Your request must be submitted in writing to the Privacy Officer listed at the end of this Notice. You will receive a response within 30 days of our receipt of the request. We may deny your request to amend your Health Information under the following conditions: (a) We did not create the record; (b) The records are unavailable for disclosure; or (c) The record is accurate and complete. If we deny your request, we will notify you why. If you disagree with the refusal, then you have the right to request a review of the decision by the Clinical Director and Privacy Officer. If we still decline to amend after review, you have the right to file a statement of disagreement for inclusion in any future disclosures of the disputed information. If we grant your request, we will make the change and must include the addendum whenever a disclosure of the allegedly incorrect or incomplete portion of your record is made.

Right to Confidential Communications. You have the right to receive confidential communications containing your Health Information by another confidential means of communication or at an alternate location. For example, you may ask that we only contact you by email or at your place of employment. We will grant your request given that we are able to do so without undue inconvenience. Your request for restrictions must be submitted in writing.

Right to Revoke Your Authorization. You have the right to submit a written request to revoke your consent or authorization to use or disclose Health Information, except to the extent that we have already taken action in reliance on the consent or authorization.

Right to Request Restrictions. You have the right to ask that we not use or disclose your Health Information in a particular way except when specifically authorized by you, when required by law, or during emergency circumstances. Although we will consider your request, we are not legally obligated to agree to those restrictions. You do not have the right to limit the uses and disclosures that we are legally required or permitted to use. Your request for restrictions must be submitted in writing. You also have the right to request that we not disclose Health Information to your insurer if that information relates to services for which you have paid out of pocket, in full, at the time of service. You must notify NOVUS of your request to not provide Health Information about the services to your insurer. We will agree to such requests unless required by law to disclose that information to the insurer.

Right to an Accounting of Disclosures. You have the right to receive an accounting of certain, non-routine disclosures of your Health Information over the past six years. The accounting will not include disclosures that were made (a) for purposes of treatment, payment, or health care operations; (b) to you; (c) pursuant to your authorization; (d) to your friends or family in your presence or because of an emergency; (e) for national security purposes; (f) to correctional institutions or law enforcement officials; or (g) incidental to otherwise permissible disclosures. Your request must be submitted in writing to the Privacy Officer listed at the end of this Notice. We must provide the accounting within 60 days. The accounting will include the date of each disclosure, the name and address of the organization or person who received the Health Information, a brief description of the disclosed information, and the reason for the disclosure. You may receive this information without charge once every 12 months. We will notify you of the cost involved if you request this information more than once in a 12-month period.

Right to be Notified of a Breach. You have the right to be notified in the event that we (or one of our Business Associates) discover a breach that may have compromised the privacy and security of your Health Information. Notice of any such breach will be made in accordance with federal requirements.

Right to a Paper Copy of this Notice. You have the right to obtain a hard copy of this Notice upon request, even if you have received the Notice electronically. You may request a copy at any time.

OUR RESPONSIBILITIES

We are required by law to maintain the privacy of your Health Information, provide you with this Notice about our legal duties and privacy practices with respect to your Health Information, abide by the terms of the Notice currently in effect, train our staff concerning privacy and confidentiality, implement a sanction to discipline those who breach privacy/confidentiality, and notify affected individuals following a breach of unsecured Health Information. This Notice applies to all NOVUS personnel, including therapists and other clinical members of the NOVUS treatment team, administration, and other support staff. We will not use or disclose your Health Information without your authorization, except as described in this Notice or otherwise required by law. This includes most uses or disclosures of psychotherapy notes, marketing communications, and sales of Health Information.

OUR USES AND DISCLOSURES OF YOUR HEALTH INFORMATION

There are many different reasons we may use and disclose your Health Information. As permitted or required by law, we may use and disclose your Health Information for certain purposes without your authorization. This section describes the different ways we can use and disclose your Health Information without your permission. Not every disclosure will be listed. However, all of the ways we are permitted to use and disclose Health Information will fall within one of the following categories.

For Treatment. We may use and disclose your Health Information with other professionals who are involved in your care for the purpose of providing, coordinating, or managing your treatment and related services. This includes consultation with clinical supervisors or other treatment team members. We may also provide information to health care providers outside our practice who have the medical or psychological responsibility for providing you care.

For Payment. We may use and disclose your Health Information so that we can bill and seek payment from you, the person financially responsible for your account, and/or your insurer for services you receive at NOVUS. Information provided to insurers may include your diagnoses, services rendered, or treatment recommendations. Your insurer may request your medical records to determine your care was necessary. Disclosure is limited to the minimal information necessary to allow responsibility for payment to be determined and made.

For Health Care Operations. We may use and disclose your Health Information to support our business activities, including, but not limited to, evaluation of treatment quality and improvement of our services, staff performance evaluations and training, resolution of internal grievances, and licensing. We may use your information to arrange or conduct other services, such as risk management, insurance services, and audit functions, including fraud and abuse detection and compliance programs.

Business Associates. We may provide some services through contracts with entities known as Business Associates who perform functions on our behalf or provide us with services. When we use these services, we may share your Health Information if it is necessary for them to perform the function(s) for which we we have contracted with them. For example, we may share your Health Information with third parties that perform various business activities (e.g., accounting, billing, or legal services). To protect your Health Information, we require our business associates to appropriately safeguard the

privacy of your Health Information, and they are not allowed to use or disclose any information other than as specified in their contract. They are required by law to comply with the same federal security and privacy rules as NOVUS.

Appointment Reminders, Treatment Alternatives, Health-Related Benefits and Services. We may contact you to remind you that you have an appointment for treatment, to provide you information about possible treatment options or other alternatives, or to inform you of health-related benefits and services that may be of interest to you.

Individuals Involved in Your Care or Payment for Your Care. We may share Health Information with a family member, a personal representative, or another person that you identify relevant to that person's involvement in your care or payment related to your care. We may notify a family member, a personal representative, or another person responsible for your care, about your location or general condition, or disclose such information to an entity assisting during a disaster relief effort.

Medical Emergencies. We may disclose your Health Information to medical personnel who need the information to treat a condition which poses an immediate threat to your health and which requires immediate medical intervention. This includes situations in which you may need emergency treatment but are unable to express yourself (e.g., if you are unconscious or in severe pain).

As Otherwise Permitted or Required by Law. We may disclose your Health Information when required to comply by federal, state, or local law; judicial, board, or administrative proceedings; or law enforcement. We have to meet certain conditions set by law before we can share your information for these purposes, however.

Public Health and Safety. As required by law, we may use and disclose your Health information to public health or legal authorities charged with preventing or controlling disease, injury, or disability. We may disclose your Health information if necessary to prevent or reduce a serious and imminent threat to your health and safety or the health and safety of the public or another person. If information is disclosed to prevent or reduce a serious threat, it will be disclosed to an individual reasonably able to prevent or reduce the threat, including the target of the threat.

As authorized by law, these activities also include disclosures to report: (a) child abuse (as mandated by the California Child Abuse and Neglect Reporting Act); (b) elder/adult dependent abuse (as mandated by the Report of Suspected Dependent Adult/Elder Abuse under the California Welfare & Institutions Code); or (c) the intentional viewing or exchange of pornography (in any form) that involves a minor under the age of 18 (as mandated by Assembly Bill 1775 under the California Child Abuse and Neglect Reporting Act).

Other public health and safety activities generally include disclosures of Health Information: (a) for purposes related to the quality, safety, or effectiveness of a product or activity regulated by the Food and Drug Administration; (b) to prevent or control disease, injury, or disability; (c) to report births and deaths; (d) to report reactions to medications or problems with products; (e) to notify people of product recalls; or (f) to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition.

Health Oversight. We may disclose Health Information to a health oversight agency for activities authorized by law. These oversight activities may include audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with applicable regulations.

Workers Compensation. We may disclose Health Information to the extent authorized by and to the extent necessary to comply with laws relating to workers compensation or other similar programs established by law.

Judicial and Administrative Proceedings. We may disclose your Health Information if compelled by a court, pursuant to an order of the court, subpoena, administrative order, or similar lawful process, when required by law.

Law Enforcement. We may disclose Health Information to a law enforcement official for the following reasons: (a) in compliance with a court order, subpoena, warrant, summons, or similar document; (b) to identify or locate a suspect, fugitive, material witness, or missing person; (c) about the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement; (d) about a death we believe may be the result of criminal conduct; (e) about criminal conduct on our premises; or (f) to report a crime in emergency circumstances.

Correctional Institution. If you are an inmate of a correctional institution or under the custody of law enforcement, we may disclose to correctional institutions or officials thereof Health Information as necessary to provide you with care, to protect your health or the health and safety of others, or to protect the safety and security of the correctional institution.

Coroners, Medical Examiners, and Funeral Directors. We may disclose Health Information to a coroner, medical examiner, or funeral director consistent with applicable law to enable them to carry out their duties.

Military Personnel. If you are a member of the Armed Forces, we may release Health Information as required by appropriate military command authorities of U. S. and foreign military personnel.

Specialized Government Functions. We may release Health Information to authorized federal officials for national intelligence, counter-intelligence, and other national security activities authorized by law. We also may disclose Health Information to authorized federal officials so they may conduct special investigations and provide protection to the President, other authorized persons, and foreign heads of state.

Research. We may disclose information to researchers when the research has been reviewed by an institutional review board and protocols have been established to ensure the privacy of your Health Information.

OTHER USES OF YOUR HEALTH INFORMATION

Other uses and disclosures of your Health Information not covered by this Notice or applicable law will be made only with your written authorization with specific instructions and limitations on our use and disclosure of your Health Information. For example, except for limited circumstances allowed by federal privacy law, this includes the use or disclosure of psychotherapy notes, records for treatment of HIV and sexually transmitted diseases, and information about substance abuse treatment. Subject to some limited exceptions, your written authorization is also required for the sale of Health Information and for the use or disclosure of Health Information for most marketing purposes.

Once you give us authorization to release your Health Information, we cannot guarantee that the recipient to whom the information is provided will not disclose the information. You may revoke your authorization at any time to prevent any future uses or disclosures by submitting a written request to the Privacy Officer listed at the end of this Notice.

COMPLIANCE WITH STATE LAWS

When we use or disclose your Health Information as described in this Notice, or when you exercise your rights set forth in this Notice, we may apply California state laws and provisions (e.g., Confidentiality of Medical Information Act, Lanterman-Petris-Short Act, California Health and Safety Code) about the confidentiality of your Health Information in place of federal privacy regulations. We do this when California state laws provide you with greater rights or protection for your Health Information. When California state laws are not in conflict or if these laws do not offer you more stringent privacy requirements, we will continue to protect your privacy by applying the federal regulations.

CHANGES TO THE TERMS OF THIS NOTICE

We reserve the right to change the terms of this Notice at any time. We also reserve the right to make the revised or changed Notice effective for all Health Information we maintain. The revised notice will be available upon request, in our office, and on our website.

HOW TO EXERCISE YOUR RIGHTS

To exercise your rights described in this Notice, send your written request to the Privacy Officer listed at the end of this Notice. Alternatively, you may contact your therapist directly to exercise your right to inspect and copy your Health Information. To obtain a copy of our Notice, contact the Privacy Officer listed at the end of this Notice.

COMPLAINTS

If you believe that your privacy has been violated, or if you disagree with a decision we made about access to your Health Information, you may contact the Privacy Officer listed at the end of this Notice.

You can also file a complaint with the U. S. Department of Health and Human Services—Office for Civil Rights (OCR) by writing to 200 Independence Avenue, S.W., Washington, DC. 20201; calling #877.696.6775; or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

We respect your right to file a complaint and will not retaliate or penalize you for filing a complaint with us or the OCR.

PRIVACY OFFICER

If you have questions, need more information, or want to report a concern about the handling of your Health Information, please contact: NOVUS Mindful Life Institute, 2900 S Harbor Blvd Ste 220, Santa Ana, CA, 92704. Phone #562.431.5100, x0 Email: Danielle@NovusMindfulLife.com

EFFECTIVE DATE This Notice takes effect on September 13, 2016.