FAMILY COUNSELING PROFESSIONALS

17111 North Beach Blvd., Suite 205, Huntington Beach, CA 92647

Informed Consent Contract

Welcome to our practice. This agreement is intended to provide you with important information regarding Insightful Matters Family Counseling Professionals, Inc. (IMFCP, Inc.) services and office policies. Please read the entire document carefully and ask your therapist any questions regarding its contents prior to signing it.

Information about your therapist

You are free to ask questions at any time regarding your therapist's professional background, including experience, education, special interests, and professional orientation. Your therapist may be a pre-licensed associate under clinical supervision or a licensed provider.

Confidentiality

Therapy is both a confidential and professional relationship. What you communicate during the course of treatment is protected by legal, professional, and ethical standards. Information gathered during the course of treatment may not be released without your prior written consent. However, California Law has placed specific limits on the confidentiality of the therapeutic relationship.

According to California State Law, this Therapist and Practice has a legal obligation to breach Confidentiality under the following circumstances:

- 1. If the therapist determines, or has reasonable cause to believe that you pose a serious and imminent threat of physical violence against an identifiable victim or victims they must make reasonable efforts to inform both the potential victim(s) and law enforcement. (California State Law also referred to as Tarasoff duty or Duty to Protect)
- 2. If a therapist knows or reasonably suspects a child is being abused or neglected. (Penal Code Section 11165)
- 3. If a therapist has reasonable knowledge or suspicion that a person over age 65 or a dependent adult has been physically abused. (California State Law)
- 4. In cases of threatened suicide, the therapist has a legal duty to take reasonable steps to prevent it. (Bellah vs. Greenson)
- 5. If requested by the client or compelled by court.

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Note: IMFCP, Inc. cannot guarantee that text messaging, email, and/or electronic receipts are secure or confidential forms of communication. You acknowledge these

risks when you sign this form.

Treatment for Minors

IMFCP, Inc. requires that both parents or legal guardians sign to consent for treatment of a minor. IMFCP, Inc. requires a copy of current Custody Orders and/or proof of legal guardianship for the minor, if applicable, prior to the commencement of therapy. Please provide your therapist with a copy, either by email or fax, prior to the initial session so that our records are complete.

Professional Consultation and Supervision

Professional consultation is an important component of a healthy therapy practice. As such, therapists regularly participate in clinical, ethical, and legal consultations with appropriate professionals, including consultation with the treatment team at Insightful Matters FCP, Inc.

Additionally, in accordance with California State Law Licensing Regulations, all pre-licensed therapists receive individual and group supervision. Therefore, confidentiality will not be maintained during consultation with the supervisor and other professional persons hired by the Practice for the purpose of staff training. (California Code of Regulations, Title 16)

Notice of Privacy Practices

The Notice of Privacy Practices provides information about how Insightful Matters FCP, Inc. may use and disclose your protected health information. We encourage you to read it in full. The Notice of Privacy Practices is subject to change. If IMFCP, Inc. changes this notice, you may obtain a revised copy from your therapist. If you have any questions about the Notice of Privacy Practices, please contact the IMFCP, Inc. office.

By supplying my home phone number, mobile phone number, email address and other personal contact information, I authorize my mental health provider and office to use my personal information, the name of my care provider, the time and place of my scheduled appointment(s), and other limited information, for the purpose of notifying me of a pending appointment, a missed appointment, balance due, forms or other information needed from me, or other communications via an automated outreach and messaging system or office personnel. I also authorize my mental health provider and office to

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disclose to third parties who may intercept these messages (individuals you have provided with access to your digital devices or email accounts) limited protected health information (PHI) regarding my healthcare events. I consent to the receiving of multiple messages per day from the automated outreach and messaging system, when necessary.

Emergencies

We are unable to provide 24-hour crisis service. In the event that you are feeling unsafe or require immediate medical or mental health assistance, please be aware of the following resources:

- 911 or go to the nearest emergency room

The OC Warm Line: 877.910.9276 or 714.991.6412CAT-Centralized Assessment Team: 866.830.6011

- Suicide Prevention: 988

Risks and Benefits of Therapy

It is our intention to provide you with services that will assist you in reaching your goals. Therapy is a unique and highly individualized experience with the outcome determined by active participation inside and outside of session. Additionally, progress and success may vary depending upon the particular problems or issues being addressed, as well as many other factors.

Benefits may include improvement in some aspects of your life, solving problems, or expressing feelings to an accepting person. However, there is no guarantee that therapy will yield positive or intended results. Results may not come quickly and patience will be necessary.

Some risks include the possibility of experiencing some discomfort due to remembering and discussing unpleasant events, feelings, and experiences which may result in experiencing a range of emotions that may be uncomfortable at times. Continued risks will need higher level of care.

Grievance Policy

If at any time, you have questions or concerns regarding the services you receive, we strongly encourage you to discuss them with your therapist. If you feel that your

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therapist is not a good fit for you or that you may benefit by going to another therapist for various reasons, please call our office and we will be happy to reassign you to another therapist. If a reasonable resolution has not been achieved, you have the right

to request a meeting with the Clinical Director to discuss your concerns.

Session Information & Fee Schedule

Following is a list of common service rates and the corresponding health insurance billing codes. This is not a comprehensive list, but reflects the most common services provided by our staff. Additional codes may be used by your provider as deemed appropriate.

90791: Initial Consultation - \$210.00

90832: Individual Therapy (30 minutes) - \$120.00

90834: Individual Therapy (45 minutes) - \$150.00

90837: Individual Therapy (60 minutes) - \$180.00

90847: Family Psychotherapy - \$160.00

Other Fees/Services:

Written reports and/or letters - \$90.00

Professional Consultation (responding to subpoenas, doctor, lawyer, etc.) - \$150.00/hour

Court Appearances - \$1,200+/day (\$150/hour professional fee with an 8-hour minimum) Document Copy Services - \$15.00 + \$0.15 per copied sheet of paper Returned Check Fee - \$25.00

All fees are to be paid at the time of service.

Insurance Clients

Insurance plans have pre-determined fee schedules that may be different than the amounts stated above. If you are an insurance patient, you are responsible for any applicable deductible amounts, copayments or coinsurance fees stated due on the Returned Claims Advice issued by your insurance carrier. Fees due will be charged to the credit card on file unless other payment arrangements are made.

It is the responsibility of the insured/parent/client to present secondary or tertiary

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coverage at the time of initial visit. If not presented prior to the initial visit, the client/parent will be responsible for self-submitting insurance claims.

Your insurance requires medical necessity and for care to be clinically indicated in order for you to use their services and benefits. This may include but is not limited to, the number of sessions you receive, the frequency of your sessions and the duration of your sessions. Your insurance may also legally ask for additional information from Insightful Matters without your authorization for billing or audit purposes.

If you need to make a complaint with your insurance company related to the services that you have received, please contact our office or visit www.insightfulmatters.com for additional information.

Cancellation, Missed Appointment Policy, and Fees

If you need to cancel your appointment, please contact your therapist. If you cancel with less than 24 hours notice, you will be charged a \$75.00 fee.

If you miss an appointment without notifying us, you will be charged a \$75.00 fee. If you are 15 or more minutes late to your session, the session will be canceled and you will be charged a \$75.00 fee. Insurance does not cover or reimburse Insightful Matters FCP, Inc for the No Show and 24-Hour Cancellation fee. As such, Insightful Matters FCP, Inc requires that a Credit Card or Debit Card be kept on file with your Insightful Matters FCP, Inc Informed Consent Contract. Fees will be charged to the credit card on file. Payment for no-show or late cancellation is due prior to attending the next scheduled appointment.

If you are a no-show for your scheduled appointment or you cancel an upcoming appointment, your therapist is not required to hold an appointment time for you. Should you wish to reschedule, please communicate this with your therapist and/or the office as soon as possible.

Delinquent Accounts

Any unpaid balances past 30 days will result in a delinquent account and collection procedures will commence. If you are not responsive to the collection efforts within 90 days, Insightful Matters will utilize an outside collection agency. In such cases, non-clinical information may be released to assist in the collection of the amounts due. In the event that the charges are disputed, Insightful Matters FCP, Inc will provide, as needed, all relevant information including the Informed Consent Policy, emails and other correspondence regarding payment to respond to the dispute.

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Termination of Treatment

You have the right to decide to end treatment at any time and for any reason. If you are thinking about ending therapy, we encourage you to discuss this with your therapist so that they may minimize terminating treatment against medical advice. If termination of treatment is indicated, we can provide you with names of other mental health providers.

Your therapist has the right to terminate therapy or refer you to another provider or level of care per their clinical judgment. Your therapist has the right to terminate therapy or refer out due to, but not limited to, the following reasons: untimely payment of fees, failure to comply with treatment recommendations, conflict of interest, failure to participate in therapy, frequent cancellations and/or no shows, a client's needs are outside the therapist's scope of competence or practice, or a client is not making adequate progress in therapy.

If you and your therapist are unable to meet within 30 days of your last appointment, unless other arrangements have been made, services will be discontinued. You are welcome to reach out to the office by contacting inquiry@insightfulmatters.com to inquire about resuming services.

NOTICE TO CLIENTS

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of (marriage and family therapists, licensed educational psychologists, clinical social workers, or professional clinical counselors). You may contact the board online at www.bbs.ca.gov, or by calling 916-574-7830.

Notice to Kaiser Permanente Insurance Users

Kaiser Permanente has contracted Insightful Matters, FCP, Inc as an External Provider for Behavioral Health Services. Insightful Matters FCP, Inc will implement and enforce Kaiser Permanente's requirements for services in addition to the Insightful Matters FCP, Inc Informed Consent Contract. This form details the specific requirements of Kaiser Permanente.

I understand and agree to the following:

• Insightful Matters FCP, Inc will be maintaining my psychotherapy chart in their own

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Electronic Health Records system, TherapyNotes. Therefore, I acknowledge and grant permission for Insightful Matters FCP, Inc to share these records including assessments, evaluations, diagnosis, treatment plan and progress notes with Kaiser Permanente for consultation, referrals, billing and ongoing mental health care.

• Insightful Matters FCP, Inc may communicate on my behalf to the Kaiser Permanente Mental Health Panel for consultation, referrals, billing and ongoing mental health care

as part of Kaiser Permanente's protocols for coordination of care.

Kaiser Permanente Insurance Users should contact the following numbers if you need to request a different provider, to access referrals for psychiatry, group and other resources or in the event of a crisis. (Note: You can contact your Insightful Matters FCP, Inc Provider or Care Coordinator directly to reschedule or cancel an appointment)

o KP Behavioral Healthcare Crisis number- 800-900-3277 o KP Local Behavioral Health Clinic number: 714-644-6480

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Telehealth Informed Consent Contract

I hereby consent to engaging in telehealth with Insightful Matters Family Counseling Professionals as part of my therapy. I understand that "telehealth" includes the practice of health care delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications. I understand that telehealth also involves the communication of my medical/mental health information, both orally and visually, to health care practitioners located in California or outside of California.

I understand that I have the following rights with respect to telehealth:

- 1. I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment nor risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.
- 2. The laws that protect the confidentiality of my medical information also apply to telehealth. As such, I understand that the information disclosed by me during the course of my therapy is generally confidential. However, there are both mandatory and permissive exceptions to confidentiality. I will refer to the Informed Consent Contract for details regarding confidentiality. I also understand that the dissemination of any personally identifiable images or information from the telehealth interaction to researchers or other entities shall not occur without my written consent.
- 3. I understand that there are risks and consequences from telehealth, including, but not limited to, the possibility, despite reasonable efforts on the part of my other therapist, that: the transmission of my medical information could be disrupted or distorted by technical failures; the transmission of my medical information could be interrupted by unauthorized persons; and/or the electronic storage of my medical information could be accessed by unauthorized persons.
- 4. In addition, I understand that telehealth-based services and care may not be as complete as face-to-face services. I also understand that if my therapist believes I would be better served by another form of therapeutic services (e.g. face-to-face services) I will be referred to a therapist who can provide such services in my area. Finally, I understand that there are potential risks and benefits associated with any form of

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therapy, and that despite my efforts and the efforts of my therapist, my condition may not be improve, and in some cases may even get worse.

- 5. I understand that I may benefit from telehealth, but that results cannot be guaranteed or assured.
- 6. I understand that I have a right to access my medical information and copies of medical records in accordance with California law.
- 7. I understand that I am responsible for (1) providing the necessary computer, telecommunications equipment and internet access for my telehealth sessions, (2) the information security on my computer or tablet, email or cell phone and (3) arranging a location with sufficient lighting and privacy that is free from distractions, eavesdropping or intrusions for my teletherapy sessions. Upon the first session of telehealth, the therapist will arrange a "back-up" plan in case the telehealth connection fails. This may include a phone call, a text message or rescheduling the session.
- 8. I understand that I need to verify my location at the start of every session and that I must be located in the state of CA for my session to occur.
- 9. I understand that due to safety, telehealth sessions will not be conducted while I am driving. Should my therapist observe that I am driving or believe otherwise, the session may be canceled and rescheduled.
- 10. I understand that recording sessions in any manner without the consent of the practice is strictly prohibited.

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Precautionary Coronavirus Liability Release Form for Face to Face Sessions

Due to the 2019-2020 outbreak of the Novel Coronavirus, COVID-19, Insightful Matters is taking extra precautions with the intake of each client, health history review, as well as sanitation and disinfection practices.

Symptoms of COVID-19 include, but are not limited to:

- Fever or chills
- Fatigue
- Cough
- Difficulty breathing or shortness of breath
- Loss of taste and/or smell
- Muscle or body aches
- Headache
- Sore throat
- Nausea, vomiting, or diarrhea

I agree to the following:

I understand the above symptoms and affirm that I, as well as all members of my household, are not currently experiencing the symptoms listed above within the last 14 days.

I affirm that I, as well as all household members, have not been diagnosed with COVID-19 within the last 30 days.

I affirm that I, as well as all members of my household, have not knowingly been exposed to anyone diagnosed with COVID-19 within the last 30 days.

I affirm that I, as well as all members of my household, have not traveled outside of the country, or to any city outside of our own that is or has been considered a "hot spot" for COVID-19 infections within the last 30 days.

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I understand that Insightful Matters, and my individual therapist, cannot be held liable for any exposure to the virus or any other contagion caused by misinformation on this form or the health history provided by each client.

I understand that Insightful Matters is required, by law, to report knowledge of any patient or employee within our facility who has, is suspected of having, or has died from COVID-19. I understand that my information may be provided to the CA Department of Health should myself or my therapist have or be suspected of having COVID-19.

Your therapist and all employees of Insightful Matters agree that they abide by these same standards and affirm the same. We also affirm that we have improved and expanded our sanitation protocols to more thoroughly fight the spread of COVID-19 and other communicable conditions.

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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. PLEASE REVIEW IT CAREFULLY.

Our Duty to Safeguard Your Protected Health Information

Protected Health Information (PHI) refers to information in your health record that could identify you. It is individually identifiable information about your past, present, or future health or condition, the provision of healthcare to you, or payment for the health care. Examples of PHI include your name, address, birth date, age, phone number, diagnosis, medical records, and billing records.

Insightful Matters Family Counseling Professionals (IMFCP, Inc.) are required by applicable federal and state law to maintain the privacy of your protected health information, and to give you this Notice of Privacy Practices that describes their privacy practices, legal duties, and your rights concerning your health information. We must follow the privacy practices that are described in this Notice while it is in effect. This notification takes effect January 1, 2017 and will remain in effect until replaced.

IMFCP, Inc. reserve the right to change their privacy practices and the terms of this notice at any time, provided such changes are permitted by applicable law. After any significant changes are made to these privacy practices, IMFCP, Inc. will change this notice and make the new notice available upon request.

You may request a copy of the IMFCP, Inc. Notice of Privacy Practices at any time. For more information about these privacy practices or for additional copies of this notice, contact our office.

Other Uses and Disclosures Without Your Authorization

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We may be required or permitted to disclose your personal health information (e.g., your mental health records) without your written authorization. The following circumstances are examples of when such disclosures may or will be made:

- 1. If disclosure is compelled by a court pursuant to an order of that court.
- 2. If disclosure is compelled by a board, commission, or administrative agency for purposes of adjudication pursuant to its lawful authority.
- 3. If disclosure is compelled by a party to a proceeding before a court or administrative agency pursuant to a subpoena, subpoena duces tecum (e.g., a subpoena for mental health records), notice to appear, or any provision authorizing discovery in a proceeding before a court or administrative agency.
- 4. If disclosure is compelled by a board, commission, or administrative agency pursuant to an investigative subpoena issued pursuant to its lawful authority.
- 5. If disclosure is compelled by an arbitrator or arbitration panel, when arbitration is lawfully requested by either party, pursuant to a subpoena duces tecum (e.g., a subpoena for mental health records), or any other provision authorizing discovery in a proceeding before an arbitrator or arbitration panel.
- 6. If disclosure is compelled by a search warrant lawfully issued to a governmental law enforcement agency.
- 7. If disclosure is compelled by the patient or the patient's representative pursuant to Chapter 1 (commencing with Section 123100) of Part 1 of Division 106 of the California Health and Safety Code or by corresponding federal statutes or regulations (e.g., the federal "Privacy Rule," which requires this Notice).
- 8. If disclosure is compelled or by the California Child Abuse and Neglect Reporting Act (for example, if your therapist has a reasonable suspicion of child abuse or neglect).
- 9. If disclosure is compelled by the California Elder/Dependent Adult Abuse Reporting Law (for example, if your therapist has a reasonable suspicion of elder abuse or dependent adult abuse).
- 10. If disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or to any person or the property of

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others, and if your therapist determines that disclosure is necessary to prevent the threatened danger.

11. If disclosure is compelled or permitted by the fact that you tell your therapist of a serious threat

(imminent) of physical violence to be committed by you against a reasonably identifiable victim or victims.

- 12. If disclosure is compelled or permitted, in the event of your death, to the coroner in order to determine the cause of your death.
- 13. As indicated above, we are permitted to contact you without your prior authorization to provide appointment reminders or information about alternatives or other health-related benefits and services that may be of interest o you. Be sure to let us know where and by what means (e.g., telephone, letter, email, fax) you may be contacted.
- 14. If disclosure is required or permitted to a health oversight agency for oversight activities authorized by law, including but not limited to, audits, criminal or civil investigations, or licensure or disciplinary actions. The California Board of Behavioral Sciences, who license marriage and family therapists, is an example of a health oversight agency.
- 15. If disclosure is compelled by the U. S. Secretary of Health and Human Services to investigate or determine my compliance with privacy requirements under the federal regulations (the "Privacy Rule").
- 16. If disclosure is otherwise specifically required by law.

PLEASE NOTE: The above list is not an exhaustive list but informs you of most circumstances when disclosures without your written authorization may be made. Other uses and disclosures will generally (but not always) be made only with your written authorization, even though federal privacy regulations or state law may allow additional uses or disclosures without your written authorization. Uses or disclosures made with your written authorization will be limited in scope to the information specified in the authorization form, which must identify the information "in a specific and meaningful fashion." You may revoke your written authorization at any time, provided that the

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revocation is in writing and except to the extent that IMFCP, Inc has taken action in reliance on your written authorization. Your right to revoke an authorization is also limited if the authorization was obtained as a condition of obtaining insurance coverage for you. If California law protects your confidentiality or privacy more than the federal "Privacy Rule" does, or if California law gives you greater rights than the federal rule does with respect to access to your records, we will abide by California law. In general, uses or disclosures by us of your personal health information (without your authorization) will be limited to the minimum necessary to accomplish the intended purpose of the use or disclosure. Similarly, when we request your personal health information from another health care provider, health plan or health care clearinghouse, we will make an effort to limit the information requested to the minimum necessary to accomplish the intended purpose of the request. As mentioned above, in the section dealing with uses or disclosures for treatment purposes, the "minimum necessary" standard does not apply to disclosures to or requests by a health care provider for treatment purposes because health care providers need complete access to information in order to provide quality care.

Your Rights Regarding Protected Health Information

1. You have the right to request restrictions on certain uses and disclosures of protected health information about you, such as those necessary to carry out treatment, payment, or health care operations. IMFCP, Inc.

is not required to agree to your requested restriction. However, if agreed, IMFCP, Inc. will maintain a written record of the agreed upon restriction.

- 2. You have the right to receive confidential communications of protected health information from IMFCP, Inc. by alternative means or at alternative locations.
- 3. You have the right to inspect and copy protected health information about you by making a specific request to do so in writing. This right to inspect and copy is not absolute in other words, we are permitted to deny access for specified reasons. For instance, you do not have this right of access with respect to your therapist's "psychotherapy notes." The term "psychotherapy notes" means notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual's medical (includes mental health) record. The term excludes medication prescription and monitoring, counseling session start and stop times, the modalities and

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frequencies of treatment furnished, results of clinical tests, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date.

You have the right to amend protected health information in our records by making a request to do so in a writing that provides a reason to support the requested amendment. This right to amend is not absolute – in other words, IMFCP, Inc. is permitted to deny the requested amendment for specified reasons. You also have the right, subject to limitations, to provide IMFCP, Inc. a written addendum with respect to any item or statement in your records that you believe to be incorrect or incomplete and to have the addendum become a part of your record.

- 4. You have the right to receive an accounting from IMFCP, Inc. of the disclosures of protected health information made by IMFCP, Inc. within the six years prior to the date on which the accounting is requested. As with other rights, this right is not absolute. In other words, we are permitted to deny the request for specified reasons. For instance, we do not have to account for disclosures made in order to carry out our own treatment, payment or health care operations. We also do not have to account for disclosures of protected health information that are made with your written authorization, since you have a right to receive a copy of any such authorization you might sign.
- 5. You have the right to obtain a paper copy of this notice from Insightful Matters FCP, Inc. upon request.

PLEASE NOTE: In order to avoid confusion or misunderstanding, we ask that if you wish to exercise any of the rights enumerated above, that you put your request in writing and deliver or send the writing to Insightful Matters FCP, Inc. If you wish to learn more detailed information about any of the above rights, or their limitations, please contact IMFCP, Inc. for further information. IMFCP, Inc. staff are willing to discuss any of these matters with you.

Questions and Complaints

If you want more information about IMFCP, Inc. privacy practices or have questions or concerns, please contact us. IMFCP, Inc. staff will try to answer your questions and to provide you with additional information.

If you are concerned that IMFCP, Inc. or its staff may have violated your privacy rights, or you disagree with a decision made about your access to your health information or in response to a request you made to amend or restrict the use or disclosure of your

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health information or to have us communicate with you by alternative means or at alternative locations, you may complain to IMFCP, Inc. and to the Secretary of the U.S. Department of Health and Human Services. You may file a complaint with IMFCP, Inc. by writing a complaint that specifies the manner in which you believe the violation occurred, the approximate date of such occurrence, and any details that you believe will be helpful to IMFCP, Inc. Our telephone number is 714.654.1570. We will not retaliate against you in any way for filing a complaint with Insightful Matters FCP, Inc. or with the Secretary.

This notice first became effective on January 1, 2017.