

Health Insurance Portability Accountability Act (HIPAA) Client Rights & Therapist Duties

This document contains important information about federal law, the Health Insurance Portability and Accountability Act (HIPAA), that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations.

HIPAA requires that LivingWell Therapy LLC provides you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice explains HIPAA and its application to your PHI in greater detail.

The law requires that LivingWell Therapy LLC obtains your signature acknowledging that you have been provided with this. If you have any questions, it is your right and obligation to ask so your provider can have a further discussion prior to signing this document. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding unless action has already been taken in reliance on it.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communication between a patient and a therapist. In most situations, the provider can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are some situations where the provider is permitted or required to disclose information without either your consent or authorization. If such a situation arises, I will limit my disclosure to what is necessary. Reasons I may have to release your information without authorization:

1. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. I cannot provide any information without your (or your legal representative's) written authorization, or a court order, or if I receive a subpoena of which you have been properly notified and you have failed to inform me that you oppose the subpoena. If you are involved in or contemplating litigation, you should consult with an attorney to determine whether a court would be likely to order me to disclose information.
2. If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, LivingWell Therapy may be required to provide it for them.
3. If a patient files a complaint or lawsuit against this provider or the company, the provider may disclose relevant information regarding that patient in order to defend against any allegations.
4. If a patient files a worker's compensation claim, and the provider gives information about necessary treatment related to that claim; the provider must upon appropriate request, submit treatment reports to the appropriate parties, including the patient's employer, the insurance carrier or an authorized qualified rehabilitation provider.
5. The provider may disclose the minimum necessary health information to business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. My business associates sign agreements to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

There are some situations in which LivingWell Therapy is legally obligated to take actions, which are believed to be necessary to attempt to protect others from harm, and LivingWell Therapy may have to reveal some information about a patient's treatment:

1. If the provider has knowledge of or has reason to suspect, that a child under 18 has been abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the child's welfare, the law requires that the provider file a report with the Florida Abuse Hotline. Once such a report is filed, LivingWell Therapy or staff may be required to provide additional information.
2. If the provider knows or has reasonable cause to suspect that a vulnerable adult has been abused, neglected, or exploited, the law requires that a report be filed with the Florida Abuse Hotline. Once such a report is filed, the provider or LivingWell Therapy may be required to provide additional information.
3. If the provider determines that there is a clear and immediate probability of physical harm to the patient, to other individuals, or to society; the provider may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police or to seek hospitalization of the patient.

CLIENT RIGHTS AND THERAPIST DUTIES

Use and Disclosure of Protected Health Information:

- **For Treatment** – The provider may disclose your health information internally in the course of your treatment. If the provider needs to share information outside of the practice for your treatment by another health care provider, the provider will have you sign an authorization for release of information. Furthermore, an authorization is required for most uses and disclosures of psychotherapy notes.
- **For Payment** – The provider may disclose your health information to obtain payment for services provided to you as delineated in the Therapy Agreement.
- **For Operations** – The provider may use and disclose your health information as part of our internal operations. For example, this could mean a review of records to assure quality. The provider may also use your information to tell you about services, educational activities, and programs that the provider deems might be of interest or recommended to you.

Patient's Rights:

- **Right to Treatment** – You have the right to ethical treatment without discrimination regarding race, ethnicity, gender identity, sexual orientation, religion, disability status, age, or any other protected category.
- **Right to Confidentiality** – You have the right to have your health care information protected. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. LivingWell Therapy and the provider will agree to such unless a law requires us to share that information.
- **Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, LivingWell Therapy is not required to agree to a restriction you request.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations** – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations.
- **Right to Inspect and Copy** – You have the right to inspect or obtain a copy (or both) of PHI. Records must be requested in writing and release of information must be completed.

LivingWell Therapy LLC
321 SW Main Boulevard
Lake City, FL 32025

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Furthermore, there is a copying fee charge of \$1.00 per page. Please make your request well in advance and allow 2 weeks to receive the copies. If your request is denied for access to your records, you have a right of review, which I will discuss with you upon request.

- **Right to Amend** – If you believe the information in your records is incorrect and/or missing important information, you can ask us to make certain changes, also known as amending, to your health information. You have to make this request in writing. You must tell us the reasons you want to make these changes, and the owner of LivingWell Therapy will decide if it is and if it is refused, a reason will be provided within 60 days.
- **Right to a Copy of This Notice** – If you received the paperwork electronically, you have a copy in your email. If you completed this paperwork in the office at your first session a copy will be provided to you per your request or at any time.
- **Right to an Accounting** – You generally have the right to receive an accounting of disclosures of PHI regarding you. On your request, authorized staff person will discuss with you the details of the accounting process.
- **Right to Choose Someone to Act for You** – If someone is your legal guardian, that person can exercise your rights and make choices about your health information; LivingWell Therapy or designee will make sure the person has this authority and can act for you before I take any action.
- **Right to Choose** – You have the right to decide not to receive services or to discontinue at any time. If you wish, LivingWell Therapy will provide you with names of other qualified professionals within 14 days of a request.
- **Right to Terminate** – You have the right to terminate therapeutic services with the provider at any time without any legal or financial obligations other than those already accrued. It is requested that you discuss your decision in session before terminating or at least contact LivingWell Therapy by phone letting the company know you are terminating services.
- **Right to Release Information with Written Consent** – With your written consent, any part of your record can be released to any person or agency you designate. Together, the provider and you will discuss whether or not there are identified risks in releasing the information in question to that person or agency.

Therapist's Duties:

- The provider is required by law to maintain the privacy of PHI and to provide you with a notice of legal duties and privacy practices with respect to PHI. LivingWell Therapy reserves the right to change the privacy policies and practices described in this notice. Unless you are notified of such changes, however, it is required for parties to abide by the terms currently in effect. If the policies and procedures are revised, you will be provided with a revised notice in office or in the portal.

COMPLAINTS

If you are concerned that the provider has violated your privacy rights, or you disagree with a decision made about access to your records, you may contact the owner of LivingWell Therapy, the State of Florida Department of Health, or the Secretary of the U.S. Department of Health and Human Services.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND ALSO SERVES AS AN ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED THE HIPAA NOTICE FORM DESCRIBED ABOVE.

Client/Legal Guardian Signature: _____ Date: _____

Printed Name: _____ Date: _____

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Client/Legal Guardian Signature: _____ Date: _____

Printed Name: _____ Date: _____

Clinician Signature: _____ Date: _____

Clinician Typed Name & Credentials: _____ Date: _____