

Informed Consent and Agreement: Limits on Confidentiality, HIPAA Notice of Privacy Practices

The law protects the privacy communications between a client and a therapist. Information about your treatment can only be released if you sign a written HIPAA compliant authorization, or in certain circumstances prescribed by law or necessity. There are other situations that require only that you provide written, advance consent. By signing this informed consent agreement (the "Agreement") you expressly and voluntarily agree to the following:

(1) It may be necessary to consult other health professionals about your case. In these circumstances, reasonable efforts will be taken to avoid revealing your identity. All consultations will be noted in your Clinical Record (also called "PHI" as defined in the Notice of HIPAA Privacy Practices that accompanies this Agreement).

(2) There are some situations where I am permitted or required to disclose information without either your consent. These situations include but are not limited to:

(A) If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is potentially protected by the therapist-client privilege law. I cannot provide any information without your 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 in writing that you oppose the subpoena. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

(B) If a government agency is requesting the information for health oversight activities.

(C) If a client files a complaint or lawsuit against me, I may disclose relevant information in order to defend myself.

(D) If a client files a worker's compensation claim and treatment is being provided related to that claim, then you understand that upon request I shall submit treatment reports to the appropriate parties, including the client's employer, the insurance carrier or an authorized qualified rehabilitation provider.

(3) You understand that I am legally obligated to take actions to attempt to protect others from harm and in these circumstances must reveal pertinent information about a client's treatment:

(A) If I know or have reason to suspect that a minor is being abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the minor's welfare, then I shall file a report with the Florida Department of Child and Family Services in the manner prescribed by law.

(B) If I know or have reason to suspect that domestic violence is occurring in a home where a minor is residing, I shall be required to file a report with the Florida Department of Child and Family Services.

(C) If I know or have reason to suspect that a disabled/elderly adult has been or is currently being abused, neglected, or exploited, I shall be required to file a report with the Florida Department of Child and Family Services.

(D) If I believe that there is a threat of immediate of physical harm to the client, to other individuals, or to society, I am required to disclose information to take protective action, including but not limited to communicating the information to the potential victim, and/or appropriate family member, and/or the police or seeking hospitalization of the patient.

(E) If the client discloses to me threats, plans, or attempts to harm or kill themselves, I am required to disclose information to take protective action, including but not limited to communicating information to the client's emergency contact and/or appropriate family member, communicating information to the police and/or seeking hospitalization of the client.

(F) If you inform me that another licensed health care professional in the State of Florida has engaged in any form of sexual behavior with their client, I shall be required to report this to the appropriate licensing board in the state.

Professional Records

The laws and standards of my profession require the retention of Protected Health Information ("PHI") about you in your Clinical Record for 7 years. You may examine and/or receive a copy of your Clinical Record. I reserve the right to make an exception where disclosure would physically endanger an individual or the record contains additional confidential or privileged information. I reserve the right to refuse to release your records to you if there is reasonable cause to believe that doing so would cause you serious harm. I reserve the right to charge a fee for copying and other expenses related to the provision of your Clinical Record. I may withhold copies of your records until payment of the copying fees has been made.

Patient Rights

HIPAA provides you with several expanded rights with regard to your Clinical Records and disclosures of PHI. These rights include, but are not limited to requesting that I amend your record; requesting restrictions on your information; an accounting PHI that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice, and my privacy policies and procedures.

Informed Consent

ACKNOWLEDGEMENT OF INFORMED CONSENT

BY SIGNING THIS INFORMED CONSENT I UNDERSTAND THAT THERE ARE RISKS INVOLVED IN MENTAL HEALTH TREATMENT, THAT MY SYMPTOMS OR FEELINGS MAY DETERIORATE, AND THAT THERE IS NO GUARANTEE THAT TREATMENT WILL PRODUCE THE INTENDED RESULT. IF AT ANY POINT I WANT TO STOP TREATMENT THAT I HAVE THE ABSOLUTE RIGHT TO STOP TREATMENT. I FURTHER ACKNOWLEDGE THAT I HAVE READ THE FOLLOWING DOCUMENT IN ITS ENTIRETY AND/OR HAD THE OPPORTUNITY TO READ THE FOLLOWING AGREEMENT BEFORE EXECUTING THIS AGREEMENT AND VOLUNTARILY AND KNOWINGLY CONSENT TO TAKE PART IN TREATMENT WITH GENEVIEVE MAY, LCSW.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) NOTICE OF PRIVACY PRACTICES

This notice describes how protected health information about a client may be used and disclosed and how the client can gain access to this information. Please review it carefully.

Genevieve May Therapy, LLC understands that we collect private and/or potentially sensitive medical information about each client and/or the client's family. We call this information "protected health information" or PHI. This notice explains the client's privacy rights and addresses how Genevieve May Therapy, LLC may use and disclose PHI.

Genevieve May Therapy, LLC does not use or disclose PHI unless permitted or required to do so by law. Genevieve May Therapy, LLC must adhere to laws aimed at securing the privacy of the client's PHI. These laws are known as the Health Insurance Portability and Accountability Act (HIPAA) privacy rules. When we do use or disclose PHI, we will make every reasonable effort to limit its use or the level of disclosure to the minimum we deem necessary to accomplish the intended purpose. Please note that the privacy provisions articulated in this notice do not apply to health information that does not identify the client or anyone else.

For more information on Genevieve May Therapy, LLC privacy practices, or to receive another copy of this notice, please contact:

Genevieve May Therapy, LLC, LLC
4604 49th St N
Suite 1338
Saint Petersburg, FL 33709
gmaytherapyllc@gmail.com
Work # (727) 472-8637
Fax # (727) 608-2962

Genevieve May Therapy, LLC is required by law to follow the terms set forth in this notice. We reserve the right to change this notice. If we make a change in our privacy policies or procedures, we will provide the client with a new privacy notice either by mail or in person.

PROTECTED HEALTH INFORMATION (PHI)

Protected Health Information (PHI) is information about the client that relates to a past, present, or future mental health condition, or treatment or payment for the treatment that can be used to identify the client. This includes any information, whether oral or recorded in any form, that is created or received by Genevieve May Therapy, LLC. This also includes electronic information and information in any other form or medium that could identify the client. Examples of information that can identify a client include, but are not limited to the following:

- Client's Name
- Telephone Number
- Address
- Date of Birth
- Social Security Number

- Service Start/End Date
- Diagnosis

USES AND DISCLOSURES OF HEALTH INFORMATION FOR TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS

Treatment, Payment, and Health Care Operations

The following section describes different ways that we use and disclose protected health information for treatment, payment, and health care operations. Not every possible use or disclosure will be noted, and there may be incidental disclosures that are a byproduct of one the listed uses and disclosures. The ways we use and disclose protected health information will fall within one of the categories.

TREATMENT

We may use a client's protected health information to provide the client with services, and we may disclose this information to any and all Genevieve May Therapy, LLC staff involved with the client's treatment. Treatment includes (a) activities performed by Genevieve May Therapy, LLC personnel in the course of providing service to the client or in coordinating or managing the client's service with other service providers and (b) consultations with and between Genevieve May Therapy, LLC staff and other professionals involved in the client's treatment.

PAYMENT

We may use and disclose the client's protected health information so that we may bill and collect payment from the client, an insurance company, or another party for services that Genevieve May Therapy, LLC provides to the client. We may also inform the client's health plan provider of treatment we intend to administer in order to obtain prior approval or to determine whether the client's plan will pay for the treatment.

HEALTHCARE OPERATIONS

Genevieve May Therapy, LLC may use and disclose the client's protected health information in order to maintain necessary administrative, education, quality assurance, and business functions. For example, we may use a client's protected health information to evaluate the performance of our staff in providing treatment for the client. We may also use information about clients to help us evaluate what additional services to offer, how we can improve efficiency, or the effectiveness of certain treatments. Additionally, we may use protected health information for review, analysis, and other teaching and learning purposes.

SPECIAL CIRCUMSTANCES

Treatment, payment, and health care operations further include the circumstances listed below.

APPOINTMENT REMINDERS

We may use and disclose the client's protected health information to contact the client as a reminder that he/she may have an appointment for treatment or services.

TREATMENT INFORMATION

We may use and disclose the client's protected health information to contact him/her about treatment information.

SATISFACTION SURVEYS

We may use and disclose the client's protected health information to contact him/her about Genevieve May Therapy, LLC satisfaction surveys.

Uses and Disclosures You Can Limit

GENEVIEVE MAY THERAPY, LLC CLIENT DIRECTORY

Unless the client notifies us that he/she objects, we may include certain information about him/her in Genevieve May Therapy, LLC Client Directory in order to respond to inquiries and disseminate information more efficiently. This directory is accessed by Genevieve May Therapy, LLC.

GENERAL NOTIFICATION

Unless the client notifies us that he/she objects, we may provide his/her protected health information to individuals such as the client's family members, caregivers, and friends, who are involved in the client's treatment or who help pay for the client's treatment. We may do this if the client informs us that we have their consent to do so, or if the client knows we are sharing the client's protected health information with these people and the client expresses no objection or makes no reasonably discernable attempt to prevent us from doing so. There may also be circumstances when we can assume, based on our professional judgment, that the client would not object to disclosure of his/her protected health information. Also, if the client is not able to approve or object to disclosures, we may make disclosures to a particular individual (such as a client's family member or friend), that we feel are in the client's best interests and that relate to that person's involvement in the client's care.

LEGAL DUTIES Other Permitted Uses and Disclosures of Health Care Information

We may use or disclose the client's health information without the client's permission in the following circumstances, subject to all applicable legal requirements and limitations:

1. Required By Law

Genevieve May Therapy, LLC must make any disclosures required by federal, state, or local law. These may include, but are not limited to, disclosures pertaining to: the reporting of abuse or neglect; court orders, subpoenas, warrants, or other lawful processes; identification/location of a suspect, fugitive, witness, missing person, or crime victim; crime on our work premises; or a serious, imminent threat.

2. Public Health Risks

We may make disclosures for public health reasons in order to prevent or control disease, injury, or disability; or to report births, deaths, disease or condition, suspected abuse or neglect, non-accidental physical injuries, reactions to medications or problems with products.

3. Health Oversight Activities

We may disclose protected health information to agencies authorized to receive reports for health oversight activities (e.g., Department of Health and Human Services, Office of the Attorney General) for audits, investigations, inspections, licensing purposes, or as necessary for certain government agencies to monitor the health care system, government programs, and compliance with civil rights laws.

4. Lawsuits, Disputes, or Other Legal Proceedings

We may make disclosures in response to a subpoena or court or administrative order, if the client is involved in a lawsuit or a dispute, or in response to a court order, subpoena, warrant, summons or similar process, or if requested to do so by law enforcement.

5. Coroners, Medical Examiners, Funeral Directors, and Organ Donation

We may disclose information to a coroner or medical examiner, (as necessary, for example to identify a deceased person or determine cause of death) or to a funeral director, as necessary to allow him/her to carry out his/her activities.

6. Research

We may use or disclose protected information for research purposes under certain limited circumstances. Research projects are subject to approval by an institutional review board. Therefore, we will not use or disclose the client's protected health information for research purposes until the particular research project, for which the client's information may be used or disclosed, has been approved through the institutional review board.

7. Serious Threat to Health or Safety; Disaster Relief

We may disclose information to appropriate individual(s)/organization(s) when necessary (a) to prevent a serious threat to the client's health and safety or that of the public or another person, or (b) to notify the client's family members or persons responsible for the client in the course of a disaster relief effort. We will disclose protected health information only to persons we believe to be able to lessen/prevent the threat and will limit disclosure to that which we deem necessary to lessen or prevent the threat.

8. Military and Veterans

We must make disclosures as required by military command or other government authority for information about a member of the domestic or foreign armed forces.

9. National Security; Intelligence Activities; Protective Services

We may disclose information to federal officials for intelligence, counterintelligence, and other national security activities authorized by law, including activities related to protection of the President, other authorized persons or foreign heads of state, or related to the conduct of special investigations.

10. Correctional Facilities

We may make disclosures to a correctional facility (if the client is a ward) or a law enforcement official (if the client is in that person's custody) as necessary (a) for the institution to provide the client with treatment; (b) to protect the client's or others' health and safety and the security of the correctional facility.

When Written Authorization is Required

Other than for the range of purposes previously identified in this notice, we will not use or disclose the client's protected health information for any purpose unless the client provides us with specific written authorization to do so. If the client grants us authorization, the client can still withdraw this authorization at any time, though the authorization must be revoked in writing. Unless otherwise stated in writing, releases of information are valid for one year from date of signing. In order to withdraw the authorization, the client must deliver, mail, email, or fax the revocation to:

Genevieve May Therapy, LLC, LLC
4604 49th St N
Suite 1338
Saint Petersburg, FL 33709
gmaytherapyllc@gmail.com

Work # (727) 472-8637

Fax # (727) 608-2962

If the client revokes the authorization, we will discontinue the use or disclosure of the client's protected health information to the extent that we relied on his/her authorization for the use/disclosure.

However, we cannot take back or undo any use/disclosure made under the client's grant of authorization prior to our receipt of the client's written revocation of that authorization, and we must continue any use/disclosure that is necessary in keeping records of the client's treatment.

The Client's Rights Regarding the Client's Health Information

The client has certain rights regarding his/her health information, which are listed below. In each of these cases, if the client wants to exercise his/her rights, the client must do so in writing by completing a form that the client can obtain from Genevieve May Therapy, LLC. In some cases, we may charge the client for the costs of providing materials to the client. The client can get information about how to exercise his/her rights and about any costs that we may charge for materials by contacting:

Genevieve May Therapy, LLC, LLC

4604 49th St N

Suite 1338

Saint Petersburg, FL 33709

gmaytherapyllc@gmail.com

Work # (727) 472-8637

Fax # (727) 608-2962

1. Right to Inspect and Copy

With some exceptions, the client has the right to inspect and get a copy of the client's protected health information that may be used to make decisions about the client's care. We may deny the client's request to inspect and/or copy information in certain limited circumstances, and, if we do this, the client may ask that the denial decision be reviewed.

2. Right to Amend

The client has the right to amend his/her health information maintained by Genevieve May Therapy, LLC, or used by us to make decisions about the client. We will require that the client provide a reason for the request, and we may deny the request for an amendment if the request is not properly submitted, or if it asks us to amend information that (a) we did not create (unless the source of the information is no longer available to make the amendment), (b) is not part of the health information that we keep, (c) is of a type that the client would not be permitted to inspect and copy, or (d) is already accurate and complete.

3. Right to an Accounting of Disclosures

The client has the right to request an accounting of disclosures. An accounting is a list of certain disclosures we made regarding the client's protected health information. The list does not include all disclosures. For example, it does not include disclosure to the client, disclosure for treatment, payment, and health care operations purposes described above, or disclosure made with the client's authorization as described above.

4. Right to Request Restrictions

The client has the right to request a restriction or limitation on the health information we use or disclose about the client (a) for treatment, payment, or health care operations, or (b) to someone who is involved in the client's care or the payment for it, such as a family member or friend. We are not required to agree to the client's request. Any time Genevieve May Therapy, LLC agrees to a restriction, it must be in writing and signed.

5. Right to Request Confidential Communications

The client has the right to request that we communicate with the client about health matters in a certain method or at a certain place. For example, the client can ask that we only contact the client at home or by mail.

6. Right to a Paper Copy of This Notice

The client has the right to a paper copy of this notice, whether or not the client may have previously agreed to receive that notice electronically.

QUESTIONS AND/OR COMPLAINTS

If the client has any questions about this notice, he/she should contact:

Genevieve May Therapy, LLC, LLC
4604 49th St N
Suite 1338
Saint Petersburg, FL 33709
gmaytherapyllc@gmail.com
Work # (727) 472-8637
Fax # (727) 608-2962

If the client believes his/her privacy rights have been violated, the client may file a complaint with Genevieve May Therapy, LLC using the contact information provided above or with the Secretary of the Department of Health and Human Services. To file a complaint with the Secretary of the Department of Health and Human Services, call (877) 696-6775. If the client believes his/her privacy rights have been violated, contact:

Office of Civil Rights, Medical Privacy Complaint Division
U.S. Department of Health and Human Services
200 Independence Avenue, S.W.
HHH Building, Room 509H
Washington, D.C. 20201
Phone: (866) OCR-PRIV (627-7748)
TTY: (886) 788-4989
Website: www.hhs.gov/ocr

The client will not be penalized for filing a complaint and the client will continue to have the same access to Genevieve May Therapy, LLC services.