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Notice of Privacy Practices

Health Insurance Portability Accountability Act (HIPAA)

Client Rights & Therapist Duties

Health Insurance Portability Accountability Act (HIPAA)

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.

Client Rights & Therapist Duties

“Practice,” “we,” “us” and “our” refer to Haku Kauka LLC dba Na Ali‘i o Ka Malu and the authorized clinician or practitioner providing the identified service on our behalf, within that person’s stated role. “The clinician” means the clinician identified for that service. “You,” “client” and “hoa ho‘ola” refer to the adult receiving the service. In a client acknowledgment or authorization, “I,” “me” and “my” refer to the individual signer, not the practice. Each adult signs for themselves unless a representative’s legal authority is verified. These terms do not grant an unnamed person access to records or consent to a different service.

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 we provide 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.

We give you this notice to explain our privacy practices and your rights. The law requires that we obtain your signature acknowledging that we have provided you with this. If you have any questions, it is your right and obligation to ask so we 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 we have taken action in reliance on it.

LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communication between a patient and a therapist. In most situations, we 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 we are permitted or required to disclose information without either your consent or authorization. If such a situation arises, we will limit our disclosure to what is necessary.

Federal law protects records that identify a person as having applied for or received services related to substance use disorder under, including alcohol or drug use treatment (“SUD”) a special federal law (42 C.F.R. Part 2) that provides extra privacy safeguards. Some records we receive may be protected by 42 CFR Part 2. Not every reference to substance use is a Part 2 record. These special protections apply only if the records were created by a federally assisted (including accepting Medicare or Medicaid) substance use disorder treatment program, or we receive protected SUD treatment records from such a program. SUD records cannot be used or disclosed without your written permission (“authorization”) unless federal and state law allows it. Not all mentions of alcohol or drug use in your record are covered by this special law.

If your records are protected under the special SUD law:

We will not share them without your written permission except in limited situations allowed by law.

Your written permission may allow future sharing for treatment, payment, and healthcare operations as described below.

Anyone who receives these protected records is generally not allowed to share them again without proper authorization.

If we receive Part 2 records with a consent permitting treatment, payment and health care operations, HIPAA may permit later uses and disclosures, subject to applicable Part 2 limitations. Part 2 records, and testimony describing them, generally may not be used or disclosed in civil, criminal, administrative or legislative proceedings against the patient without the specific consent or court process Part 2 requires. Other information disclosed as HIPAA permits may be redisclosed by a recipient and may no longer be protected by HIPAA. Additional laws can still apply.

Reasons we may have to release your information without authorization:

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. We respond to court and legal requests only when the applicable legal conditions are met. We cannot provide any information without your (or your legal representative's) written authorization, or a court order, or if we receive a subpoena of which you have been properly notified and you have failed to inform us 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 us to disclose information. We may seek legal advice or a protective order. Part 2 records receive the additional review described above.

If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, we may be required to provide it for them.

If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend ourselves. We may use or disclose information for a lawful defense or response to an authorized oversight or legal proceeding when permitted by applicable law. We limit the information to the legally appropriate purpose and protect privilege and confidentiality as required.

If a patient files a worker's compensation claim, and we are providing necessary treatment related to that claim, we 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.

We may disclose the minimum necessary health information to our business associates that perform functions on our behalf or provide us with services if the information is necessary for

such functions or services. Our 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 we are legally obligated to take actions, which we believe are necessary to attempt to protect others from harm, and we may have to reveal some information about a patient's treatment:

We report suspected child abuse or neglect as Hawai‘i law requires, including the substantial-risk circumstances specified in that law. If we know, or have 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 we file a report with the Child Abuse/Neglect Hotline at (808) 832-5300 (O‘ahu) or 1-888-380-3088 (neighbor islands). We make the immediate oral report to DHS or police and the required written follow-up. Once such a report is filed, we may be required to provide additional information. The practice’s adult-only model does not remove this reporting duty.

We make required reports to DHS when we know or have reason to believe a vulnerable adult has been abused or is in danger of abuse if immediate action is not taken. If we know or have reasonable cause to suspect that a vulnerable adult has been abused, neglected, or exploited, the law requires that we file a report with Adult Protective Services at (808) 832-5115 or the online reporting portal at apsreport.hawaii.gov. The statutory definition concerns impairment and ability to protect or care for oneself; age alone is not enough. Once such a report is filed, we may be required to provide additional information.

We may disclose appropriate information to address a serious threat to health or safety when permitted or required by applicable law and professional duties. If we believe that there is a clear and immediate probability of physical harm to the patient, to other individuals, or to society, we 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. We consider any stronger protections, including Part 2 restrictions, and direct the information to persons or authorities able to help.

CLIENT RIGHTS AND THERAPIST DUTIES

Use and Disclosure of Protected Health Information:

● ***For Treatment –*** We use and disclose your health information internally in the course of your treatment. If we wish to provide information outside of our practice for your treatment by another health care provider, we will have you sign an authorization for release of information. Furthermore, an authorization is required for most uses and disclosures of progress notes.

● ***For Payment*** – We may use and disclose your health information to obtain payment for services provided to you as delineated in the Therapy Agreement. We use appropriate information to bill and collect payment for agreed services, for example creating an invoice or processing an authorized card charge through our payment system. We do not submit insurance claims for clients. If you request a superbill, it may contain clinical and service information needed for you to seek reimbursement.

● ***For Operations*** – We may use and disclose your health information as part of our internal operations. For example, this could mean a review of records to administer the practice, assure quality, maintain records, respond to complaints and meet legal requirements.. We may also use your information to tell you about services, educational activities, and programs that we feel might be of interest to you. Vendors that handle protected information on our behalf must have appropriate safeguards and business associate agreements when required. Other uses or disclosures not described in this notice occur only with your written authorization unless the law otherwise permits or requires them. We do not currently sell your protected information, use it for paid third-party marketing or contact you for fundraising. If our activities change, we will provide any required notice and obtain any required authorization. You may revoke an authorization in writing at any time.

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. We will agree to such unless a law requires us to share that information.

● ***Right to Request Restrictions*** – You may ask us to restrict certain uses or disclosures. You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, we are not required to agree to a restriction you request. Though we are not required to accept every requested restriction, we must accept a qualifying

request not to disclose information to a health plan for payment or health care operations when the information relates solely to an item or service paid in full out of pocket, unless disclosure is required by law. We will explain our response and record an agreed or legally required restriction. You may also request reasonable confidential communications by another method or at another location; we will accommodate reasonable requests as the law requires.

● ***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, including appropriate clinical and billing records. Records must be requested in writing and release of information must be completed. Furthermore, there is a copying fee charge of $1 per page. Please make your request well in advance and allow 2 weeks to receive the copies. Any copy fee is a lawful, reasonable cost-based amount disclosed in advance and excludes search, retrieval, review and verification. We respond promptly and, under HIPAA, no later than 30 calendar days after receiving a request. If a permitted extension is necessary, we provide the reason and completion date in writing before the deadline; only one extension of up to 30 days is allowed. If we refuse your request for access to your records, you have a right of review, which we 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. We will review your request and decide whether to approve it and if we refuse to do so, we will tell you why within 60 days. We do not erase the original clinical record merely because an amendment is requested.

● ***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. You may receive a paper copy of this notice on request even if you agreed to receive it electronically. Contact the privacy official by phone, secure portal or mail for help exercising your rights or obtaining the current notice.

● ***Right to an Accounting*** – You generally have the right to receive an accounting of disclosures of PHI regarding you. On your request, we will discuss with you the details of the accounting process. We act within 60 days, with one permitted 30-day extension explained in writing before the deadline. The first accounting in a 12-month period is free; for additional requests we tell you

any lawful cost in advance and let you withdraw or narrow the request. Additional rules may apply to Part 2 records.

- ***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; we will make sure the person has this authority and can act for you before we take any action. A person with verified legal authority to act for an adult may exercise rights within that authority, subject to applicable exceptions. Being a partner, family member, emergency contact or 'next of kin' does not automatically confer access or decision-making authority. We review the relevant documents and circumstances.

- ***Right to Choose*** – You have the right to decide not to receive services with us. If you wish, we will provide you with names of other qualified professionals.

- ***Right to Terminate*** – You have the right to terminate therapeutic services with us at any time without any legal or financial obligations other than those already accrued. We ask that you discuss your decision with us in session before terminating or at least contact us by phone letting us 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, we will discuss whether or not we think releasing the information in question to that person or agency might be harmful to you.

Therapist's Duties:

We are required to protect the privacy of protected health information, provide this notice of our legal duties and privacy practices, and follow the notice currently in effect. We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect. If we revise our policies and procedures, we will provide you with a revised notice in office during our session. We notify affected individuals following a breach of unsecured protected health information when the law requires.

COMPLAINTS

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact us at (808) 515-6950, through the secure portal, the State of Hawai'i Department of Health, or the Secretary of the U.S. Department of

Health and Human Services. You may also complain to the U.S. Department of Health and Human Services, Office for Civil Rights; instructions are available at hhs.gov/ocr/complaints. You will not be penalized or retaliated against for making a complaint. Professional licensing complaints may be directed to Hawai‘i DCCA’s Regulated Industries Complaints Office; that process is separate from an OCR privacy complaint.