

## HIPAA POLICY

**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.**

The Health Insurance Portability & Accountability Act of 1996 (HIPAA) is a federal program that requires that all medical records and other individually identifiable health information used or disclosed by us in any form, whether electronically, on paper, or orally, are kept properly confidential. This Act gives you, the patient, significant new rights to understand and control how your health information is used. We are required by law to maintain the privacy of your protected health information and to provide you with notice of our legal duties and privacy practices with respect to protected health information. HIPAA provides penalties for covered entities that misuse personal health information.

As required by HIPAA, we have prepared this explanation of how we are required to maintain the privacy of your health information and how we may use and disclose your health information.

**Treatment** means providing, coordinating, or managing health care and related services, by one or more health care providers. An example of this would include a physical examination.

**Payment** means such activities as obtaining reimbursement for services, confirming coverage, billing or collections activities, and utilization review. An example of this would be sending a bill for your visit to your insurance company for payment.

**Health care operations** include the business aspects of running our practice, such as conducting quality assessment and improvement activities, auditing functions, cost-management analysis, and customer service. An example would be an internal quality assessment review.

We may create and distribute de-identified health information by removing all references to individually identifiable information.

We may contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you.

You have the following rights with respect to your protected health information, which you can exercise by presenting a written request to the Privacy Officer:

1. The right to request restrictions on certain uses and disclosures of protected health information, including those related to disclosure to family members, other relative, close personal friends, or any other person identified by you. We are, however, not required to agree to a requested restriction. If we do agree to a restriction, we must abide by it unless you agree in writing to remove it.
2. The right to reasonable requests to receive confidential communications of protected health information from us by alternative means or at alternative locations.
3. The right to inspect and copy your protected health information. The right to amend your protected health information.

4. The right to obtain a paper copy of this notice from us upon request.

This notice is effective as of April 14, 2003 and we are required to abide by the terms of the Notice of Privacy Practices currently in effect. We reserve the right to change the terms of our notice of Privacy Practices and to make the new notice provisions effective for all protected health information that we maintain. We will post and you may request a written copy of a revised Notice of Privacy Practices from this office. You have recourse if you feel that your privacy protections have been violated. You have the right to file written complaints with our office, or with the Department of Health & Human Services, Office of Civil Rights, about violations of the provisions of this notice or the policies and procedures of our office. We will not retaliate against you for filing a complaint.

**Please contact the following for more information:**

The U.S. Department of Health & Human Services Office of Civil Rights  
200 Independence Avenue, S.W.  
Washington, D.C. 20201  
(202) 619-0257  
Toll Free: 1-877-696-6775

**Acknowledgement of HIPAA Privacy Notice:**

Always Keep Progressing (AKP) is required by law to keep your health information and records safe. This information may include:

- Notes from your doctor, teacher or other healthcare provider
- Medical history
- Test results
- Treatment notes
- Insurance information

We are required by law to give you a copy of our privacy notice. This notice tells you how your health information may be used and shared.

By signing our terms of service contract, you acknowledge that you have received a copy of Always Keep Progressing, LLC HIPAA Notice of Privacy Practices that fully explains the uses and disclosures they will make with respect to my individually identifiable health information.

You have had the opportunity to read the notice and to have any questions regarding the notice answered to your satisfaction.

You understand Always Keep Progressing, LLC. cannot disclose your health information other than as specified in the notice.

You understand that Always Keep Progressing, LLC. reserves the right to change the notice and the practices detailed therein if it sends a copy of the revised notice to the address you have provided.

**Authorization to Exchange, Obtain or Release Information:**

For the purpose of coordinating care with other professionals, providing continuity of service, and updating therapeutic progress you hereby grant Always Keep Progressing permission to communicate with:

- Healthcare Professionals involved in the treatment of the patient
- Family members and stakeholders involved in the progress of the patient

Information to Be Released includes Medical History, Therapy Evaluation, Treatment Notes, School Records (Evaluations, IEP, academic reports, etc.)

You grant permission to exchange information via written and mailed report, phone call, meeting, email, or fax.

You understand that unless revoked, this authorization will remain valid until written revocation of this authorization is presented.

**Consent for Services:**

You authorize Always Keep Progressing to render appropriate evaluation and therapy services to the client named below in accordance with state and federal laws. You understand that care will be provided by a qualified, licensed, and trained health professional. You recognize, agree and understand that you have the right to refuse treatment or terminate services at any time by AKP in writing. In addition, AKP may terminate services by notifying you in writing.

**Acknowledgement & Assumption of Risk:**

- You understand that you are being asked to carefully read each of the provisions in this form. You acknowledge and agree to have your child receive therapy services from Always Keep Progressing, LLC and/or any employee or independent contractor employed by the company.
- You acknowledge that there are some inherent risks associated with the use of therapy equipment that cannot be eliminated regardless of the care taken to avoid injuries.
- You understand the risks and hereby assert that your participation is voluntary and that you knowingly assume such risks without holding Always Keep Progressing, LLC and/or any employee or independent contractor employed by Always Keep Progressing, LLC accountable for any losses, injuries or other damages occurring to the client and/or yourself. You further understand that you are fully responsible for your own safety.

**Communication Preference Form:**

For medical and administrative information pertaining to me such as clinical documentation, appointment reminders, therapy updates etc. you hereby grant permission to Always Keep Progressing, LLC to do the following:

**Written Documentation and Verbal Information**

You grant AKP permission to:

- Provide you with written communication (such as appointment reminders or cancellations) via text message. You understand that with this option, written communication may be viewed by an unintended third party and you fully accept this risk.
- Provide you with written communication via USPS in an unmarked envelope.
- You elect to receive clinical information in person or via telephone through the number provided.

- You grant permission to leave relevant medical information on your answering machine or voicemail.

### **Billing/Fees for Service**

Health insurance will be billed as the primary means of payment. If claims are denied as a result of changes/limitations in insurance coverage benefits, the private pay rate per session will be charged. I acknowledge that I am responsible for understanding my own insurance plan and the benefits that it provides including benefit limitations and benefit maximums. AKP will not be held responsible for interpreting the benefit information for me. AKP is also not responsible for the determination of payment or denial by my insurance carrier. It is also my responsibility to notify AKP immediately of any changes in my health insurance plan. If AKP is not notified of changes in my insurance plan, I may be subject to private pay charges resulting from denied claims in accordance with AKP's fee schedule.

### **Late Arrivals:**

If you are late to an appointment, the session will need to conclude at the usual time to allow the clinician to stay on schedule. If the clinician is running late for any reason, you will be given full session time. Our staff regrets any inconvenience to your personal schedule and we will make our best efforts to maintain timelines

### **Holiday Closures:**

AKP will not provide services for the following holidays:

- New Year's Day
- Thanksgiving & the Friday following
- Christmas Day
- Memorial Day
- Independence Day
- Labor Day

**As we are a medical facility, Please do not assume that we are closed on days that your child may have off from school.** We are open during many of the typical school holidays and vacations. If you are unsure if we will be open or closed during a particular holiday, please call us or check our website for more information. You will also receive a routine reminder email before clinic closures.

### **Therapy Sessions:**

Therapy sessions' length vary by Health Insurance Plan. Parents will speak with the clinician about the child's progress and homework during the last 5-7 minutes of the session. This is an important part of the treatment session, as your child's progress is contingent upon the practice and carryover that occurs in the home setting. \*See **late pick up policy**.\*

If you have specific questions, issues, or concerns that you would like to address, please let the clinician know at the beginning of the session, so that the proper amount of time can be allotted to speak with you. If you do not notify the clinician at the start of the session that you are requesting additional time for

questions, the clinician will have to address your questions at the next session. The clinicians appreciate your understanding and compliance in helping us to maintain timeliness for all of our scheduled appointments.

If there is another caregiver (e.g., grandparent, aunt, uncle, babysitter, etc.) at home during the time of the session, the clinician will update them regarding your child's session only if there is a release of information signed.

We do not attend IFSP or IEP meetings or develop IFSP or IEP goals for families. We will speak with your child's Early Intervention or school-based speech-language pathologist on the phone or via email given your written authorization. If you ask us to write in a communication book with a school-based speech-language pathologist we will do so during your child's appointment time. If you would like a progress report due to a transition within the school or an appointment with a related professional, please allow the clinician at least 1 weeks' notice.

### **Specific Therapist Requests:**

We will do our best to accommodate your specific therapist requests, but please note this request is not guaranteed to be granted. In the event that your requested therapist does not have openings on their schedule, or if your regular therapist is out sick or on vacation, we will do our best to find coverage with another therapist for those sessions in order to maintain therapy progress. We will not accept parent requests to move other clients in order to be placed with a specific therapist, as all sessions are scheduled on a first come first serve basis. In the event of an emergency, we typically do not have time to call to notify every client about a therapist being out. **Please keep in mind that it is also beneficial to experience a change in therapist from time to time to promote generalization of acquired skills in therapy.**

### **Building Rules and Regulations:**

Please be mindful that our office is located in a building with other businesses. The building has its own rules and regulations for the overall safety of clients:

- No running in the hallways.
- Children must always be supervised and accompanied by a legal guardian and/or approved adult.
- Be kind and courteous to others that you meet in the hallways, lobby, or parking lot.
- Cars must be parked in a marked spot or out of the way of other cars. Cars may not block other cars from coming and going.
- No more than 2 adults and 2 children are permitted in the elevator at all times.
- If you have a problem with anything related to the building, please contact Always Keep Progressing directly and refrain from contacting building management directly.

### **Clinic Rules and Regulations**

For the overall safety of our clients, families, and staff, please be mindful of our clinic rules and regulations:

- Children must always be supervised and accompanied by a legal guardian and/or approved adult.

- Children may not be left unattended. If you are dropping off your child, please hand your child directly to the treating therapist.
- No food/drinks are allowed other than water in our clinic due to severe food allergies.
- In the clinic, cell phone use is strictly forbidden due to HIPAA laws and regulations.
- Clients may only wait in the designated waiting areas.
- Siblings may not participate in therapy sessions, unless clinically recommended to do so by your evaluating therapist or clinical supervisor. If you bring other siblings to the clinic, they must be accompanied by the legal guardian at all times, and you must bring your own toys/iPads to entertain them.

### **Changing your Recurring Schedule**

All clients are scheduled on a first come first serve basis. If you decide to change your standing schedule time, you may not be placed with the same therapist depending on the availability. We will do our best to accommodate requests, however all requests are processed in the order that they are received. Please allow ample time for our team to complete your request. Once you have switched your appointment time, your previous scheduled times will be forfeited.

### **Damaged Personal Therapist Equipment**

In the event that your child damages a therapist's personal property, equipment, or devices due to maladaptive behaviors, AKP will cover a portion of the cost and write an incident report. You will not be responsible the first time this happens, however you will be immediately notified of the damages and the costs that AKP is covering. The AKP team will also work directly with you to refer to ABA (behavior) therapy or work together with your ABA therapist for a behavior plan. After the first incident, AKP and the therapist are not responsible for any further damages incurred during therapy sessions and you will be responsible for the full amount. If behavioral problems persist, you may work together with your therapist or clinical director to initiate a therapeutic break until issues are resolved.

### **Termination of Therapy**

**The following reasons may be cause to terminate our client contract:**

- Behavior of a client (e.g., repeated tantrums, refusing to engage in therapy, refusing to follow directions or recommendations, verbal abuse, etc.). We anticipate and understand that all clients have "bad days," however if the behavior is ongoing, we may recommend a change in clinician. If the behaviors continue to persist after that point despite a variety of strategies implemented by the clinician(s), you will be referred to another facility or therapy setting.
- Behavior of a parent/guardian or misconduct with AKP staff. We will not tolerate yelling, abuse, or demanding for rules to be bent.
- Non-compliance with our attendance policy, low attendance, or repeated no shows / late pick ups.
- Repeatedly not paying an account. You will receive a warning when there is an outstanding account balance with multiple payments due. If we do not receive your payment within 2-weeks upon receipt of that warning, therapy will be placed on hold until payments are rendered in full.

Your child may lose his/her appointment slot and be placed on a waiting list at that time. Continued non-payments will result in termination of services.

If you need to terminate therapy for any reason, we ask that you give us written notice a minimum of two (2) sessions in advance. This will allow us adequate time to wrap-up therapy and complete a consultation with you. A therapy termination form will be provided for you to complete.

**Late Pick-Up / Excessive Tardiness Policy:**

Upon enrollment, you were notified of your child's therapy time or treatment hours. The Client Contract you signed included your agreement that you would pick up your child on time or make other arrangements to have your child picked up on time.

The last 5 minutes of your child's scheduled appointment are crucial to allow the therapist the time to inform you about the session, your child's progress, and how to carryover strategies at home (this allows a 5 minute grace period to account for traffic). **Please be mindful that picking up your child late can result in the next child's appointment being cut short. In addition, no one can be responsible for watching your child if you are not present at the end of the session. We are strictly implementing this policy in order to provide safe, effective, and efficient services for all clients.**

**We will be charging a fee of \$25 for every late pick up.** Per our attendance policy, you are required to arrive to pick up your child 10 minutes prior to the end of your child's appointment time.

**Please note\*: If your appointment is 60 minutes or less, you are REQUIRED to wait in our waiting room or in the parking lot on premises. This allows for timely pick-ups, and allows for us to be able to reach you in the event of an emergency.**

**The consequences of repeated late pick-up will include:**

- Excessive Late Pick-up Notice
- Verbal and written warnings from our workspace managers / leadership team
- **A \$25 fee for every late pick up charged upon pick-up arrival or 24 hours before the next appointment to avoid the appointment being removed from the schedule.**

**\*arriving to pick up later than 5 minutes before the end of your child's session time is considered a "Late Pick-Up"**

- Meeting with clinical director and support staff to discuss causes and solutions for tardiness and late pick-up
- Possible amendment of contract or exclusion from program

We realize emergencies occur that cannot be avoided and that is why we allow a 5 minute grace period for arrivals/pick-ups, as well as an emergency contact on file, before you risk being charged. Please know that we are firmly committed to helping you in your efforts to meet this very important attendance requirement.

Always Keep Progressing, LLC, reserves the right to cancel or amend this contract, or any part therein without negating the remainder of the contract. Clients will be notified, in writing, of any changes or cancellation of this contract.

Thank you for being a valued member of the AKP family! Feel free to contact the office at 786-206-4151 if you have any questions.

### **NON-MEDICAID CLIENTS:**

**Consistent therapy is key to making progress and demonstrating that the patient is benefiting from therapy services.**

1. Please arrive 5-10 minutes before your scheduled time to ensure you have time for parking and for the staff to check you in. Any arrival later than 15 minutes after the start time will be considered a NO SHOW in our system and the therapy will not be provided if we have not received a call.
2. If you leave the premises, please plan to arrive 5-10 minutes before the end of the therapy session to speak with the treating therapist and pick up on time. **There is no-one who can be responsible for watching the patient at the end of the scheduled session.**
3. **No show policy:**
  - a. 2 no shows result in an automatic discharge from therapy. You will receive verbal/written notice.
  - b. You will be charged a \$50 fee for every no show.
4. **Same day cancellation:**
  - a. You will be charged a \$50 fee for same day cancellations. Please call/text at least ONE business day ahead of time for cancellations to avoid being charged.
  - b. If illness or emergency hospital visits result in a same day cancellation, **a doctor's note can be used to waive the cancellation.**
  - c. Cancellations in advance:
    - i. \*Business days do NOT include weekends. For example, Monday appointments must be canceled or rescheduled the Friday before during normal business hours.
    - ii. Our staff must be notified about cancellations during normal business hours from **8-6 PM**. Any cancellations after 6 PM will be seen by our staff in the morning of the next day, resulting in a same day cancellation.
5. **Rescheduling:**
  - a. If you call to reschedule on the same day to a different day, you will be charged a \$50 rescheduling fee.
  - b. If you call to reschedule on the same day to a later time that day (at least 2 hours in advance), you will not be charged.
  - c. If you call to reschedule in advance (At least ONE business day before during normal business hours), you will not be charged.



6. Attendance rate is expected to be **above 90% each month** to ensure that your child is benefiting from therapy services. If your attendance falls under 90%, your sessions will be decreased by 1 session (i.e. 2 sessions/week → 1 sessions/week) and our management team will reach out to notify you.
  - a. You may request from management to bring sessions back up to desired frequency if your attendance increases to above 90% per month. Please refer questions and/or requests about this to our workspace management team at the front desk. Our workspace management team will then set up a meeting with management to review attendance rates and possibility for a therapy increase.
  - b. If your sessions are decreased down to 1x/week and you cancel or reschedule on the same day 2 more times, you will automatically be discharged from therapy. You will receive verbal/written notice.
7. If you cannot meet attendance rate expectations, you can request to meet with your clinician to reduce the number of sessions per week to what works for your family.
8. If there is a need to suspend therapy services for more than 2 weeks (for illness, vacation, holidays, etc.), your therapy time slots **cannot** be guaranteed upon your return.
9. In the event you need to cancel or reschedule you **MUST** contact the office by calling 786-206-4151 and speaking with a representative or leaving a voicemail if the notification is outside of business hours. Any other form of notification such as emailing, texting, or calling a therapist directly will **NOT** count as appropriate protocol for registering a cancellation.