

Notice of Privacy Policies

Judah Cordovano, LCSW

This notice describes how medical information about you may be used and disclosed. It also describes how you can get access to this information. Please review it carefully.

In order to provide care, Judah Cordovano, LCSW ("Provider") must collect, create and maintain health information about you, which includes any individually identifiable information that we obtain from you or others that relates to your past, present or future physical or mental health, the health care you have received, or payment for your health care. Your Provider is required by law to maintain the privacy of this information. This Notice of Privacy Practices (this "Notice") describes how your health information may be used and disclosed, and explains certain rights you have regarding this information. Your Provider is required by law to provide you with this Notice, and will comply with the terms as stated.

How Provider Uses and Discloses Your Health Information

Your Provider protects your health information from inappropriate use and disclosure, and will use and disclose your health information for only the purposes listed below:

1. **Uses and Disclosures for Treatment, Payment and Health Care Operations.** Your Provider may use and disclose your protected health information in order to provide care or treatment, obtain payment for services provided to you, and in order to conduct our health care operations as detailed below.
2. **Treatment and Care Management.** We may use and disclose health information about you to facilitate treatment, and coordinate and manage your care with other health care providers.
3. **Payment.** We may use and disclose health information about you for our own payment purposes and to assist in the payment activities of other health care providers. Our payment activities include, without limitation, determining your eligibility for benefits and obtaining payment from insurers that may be responsible for providing coverage to you, including Federal and State entities.
4. **Uses and Disclosures Without Your Consent or Authorization.** We may use and disclose your health information *without your specific written authorization* for the following purposes:
5. **As required by law.** We may use and disclose your health information as required by state, federal and local law.
6. **Suspicion of abuse or neglect of children or vulnerable adults.** Florida law mandates your provider to report such concerns to an appropriate government agency. In reporting, your Provider may be required to disclose your health information.
7. **To protect you or someone else from imminent harm.** Florida law permits your Provider to mandate involuntary psychiatric examination to protect

you from harming yourself or someone else. When practical and possible, your Provider first will discuss their concerns with you, and collaborate with you and/or individuals close to you to develop a plan of safety.

8. Individuals involved in your care *in the event of an emergency*. We may disclose your health information to a family member or close friend if we are concerned about risk of imminent harm to you or another person.
9. Law enforcement purposes. We may disclose your health information to a law enforcement agency *in an emergency*. Examples of such emergencies may include risk of imminent harm to another person, concerns of crime perpetrated against a child or vulnerable adult not addressed in 2.b. (above), identifying or locating a missing person, death resulting from possible criminal activity, or criminal conduct on our premises.
10. Judicial and administrative proceedings. We may disclose your health information in the course of any judicial or administrative proceeding in response to an appropriate court order or subpoena.
11. Deceased individuals. We may disclose your health information to a coroner or medical examiner as necessary and as authorized by law.
12. Appointments, Information, and Services. We may contact you to provide appointment reminders, information about our practice, or information about treatment.
13. Incidental Uses and Disclosures. Incidental uses and disclosures of your health information sometimes occur and are not considered to be a violation of your rights. Incidental uses and disclosures are by-products of otherwise permitted uses or disclosures which are limited in nature and cannot be reasonably prevented.
14. Special Treatment of Certain Records. HIV-related information, substance abuse treatment records, and other specially protected health information may enjoy certain special confidentiality protections (that are more restrictive than those outlined above) under applicable state and federal law. Any disclosures of these types of records will be subject to these special protections.
15. Obtaining Your Authorization for Other Uses and Disclosures. Certain uses and disclosures of your health information will be made only with your written authorization, including uses and/or disclosures: (a) of psychotherapy notes (where appropriate) and (b) that constitute a sale of health information under the Privacy Rule. Your Provider will not use or disclose your health information for any purpose not specified in this Notice unless we obtain your express written authorization or the authorization of your legally appointed representative. If you give us your authorization, you may revoke it at any time, in which case we will no longer use or disclose your health information for the purpose you

authorized, except to the extent we have relied on your authorization to provide your care.

Your Rights Regarding Your Health Information

You have the following rights regarding your health information:

1. **Right to Inspect or Get a Copy of Your Medical Record.** You have the right to inspect or request a copy of health information about you that we maintain. Your request should describe the information you want to review and the format in which you wish to review it. We may refuse to allow you to inspect or obtain copies of this information in certain limited cases. We may charge you a fee of up to \$1.00 per page for copies or the rate established by applicable authorities. We may also deny a request for access to health information under certain circumstances if there is a potential for harm to yourself or others. If we deny a request for access for this purpose, you have the right to have our denial reviewed in accordance with the requirements of applicable law.
2. **Right to Request Changes to Your Medical Record.** You have the right to request changes to any health information we maintain about you if you state a reason why this information is incorrect or incomplete. Your Provider might not agree to make the changes you request. If we do not agree with the requested changes we will notify you in writing and inform you how to have your objection included in our records.
3. **Right to an Accounting of Disclosures.** You have the right to receive a list of all disclosures we have made of your health information. The list will not include disclosures made for certain purposes including, without limitation, disclosures for treatment, payment or health care operations or disclosures you authorized in writing. Your request should specify the time period covered by your request, which cannot exceed six years. The first time you request a list of disclosures in any 12-month period, it will be provided at no cost. If you request additional lists within the 12-month period, we may charge you a fee.
4. **Right to Request Restrictions.** You have the right to request restrictions on the ways which we use and disclose your health information for treatment, payment, and health care operations, or disclose this information to individuals who are involved in your care. We are required to comply with your request if it relates to a disclosure to your health plan regarding health care items or services for which you have paid the bill in full, though in other instances, we may not agree to the restrictions you request.
5. **Right to Request Confidential Communications.** You have the right to ask us to send health information to you in a different way or at a different location. Your request for an alternate form of communication should also specify where and/or how we should contact you. Your Provider cannot

guarantee secure transmission using these forms of communication. Your Provider may decline to comply with your request.

6. Right to Receive Notification of Breach. You have the right to receive a notification in the event that there is a breach of your unsecured health information, which requires notification under the Privacy Rule.
7. Right to Paper Copy of Notice. You have the right to receive a paper copy of this Notice of Privacy Practices at any time.

To make a request as described in any of the above, please contact your Provider.

Right to File Complaints

If you believe your privacy rights have been violated you may file a complaint with your Provider or with the Secretary of the U.S. Department of Health and Human Services. You will not be penalized or retaliated against by your Provider for filing a complaint.

Changes to this Notice

Your Provider may change the terms of this Notice of Privacy Practices at any time. If the terms of the Notice are changed, the new terms will apply to all of your health information, whether created or received by your Provider before or after the date on which the Notice is changed. Any updates to the Notice will be provided to you.

Acknowledgement of Receipt of Privacy Notice

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information. By checking the box below, you are acknowledging that you have received a copy of HIPAA Notice of Privacy Practices.