



## **PRACTICE STANDARDS**

Welcome to Fruition Nutrition, LLC. This form will provide information about our professional services and special conditions related to our services; summary information about the Health Insurance Portability and Accountability (HIPAA), confidentiality, and about your rights as a client; and the business practices of Fruition Nutrition, LLC.

This document represents an agreement between us. You may revoke this agreement at any time. That revocation will be binding, except in the following cases: 1) Fruition Nutrition, LLC has already taken action in reliance upon this agreement, 2) Fruition Nutrition, LLC has legal obligations on it by a court of jurisdiction, or 3) if you have not satisfied financial obligations that you have incurred. Your signature on the bottom indicates that you have an understanding of the information, and you freely consent to the services described herein. It is important that you read this form carefully and ask any questions that you may have.

### **Health Insurance Portability and Accountability Act (HIPAA)**

A federal law, HIPAA, provides privacy protection for medical records and rights for clients about the use and disclosure of your Protected Health Information (PHI). HIPAA requires that Fruition Nutrition, LLC, provides you with a Notice of Privacy Practices for use and disclosed the PHI for treatment, payment and health care options. The Notice of Privacy Practices, which is included in the package, explains HIPAA and its application to your personal health information in greater detail. The law requires that we obtain your signature acknowledging that Fruition Nutrition, LLC has provided you with this information.

### **Confidentiality**

Laws protect the privacy of communications between patients and their medical providers. Every effort will be made to keep your evaluation and treatment strictly confidential. In most situations, Fruition Nutrition, LLC will only release information about your treatment to others if you sign a written authorization that meets certain legal requirements.

In the following situations, no authorization is required:

- a) Aspects of nutritional information may be shared within Fruition Nutrition, LLC for educational and therapeutic reasons. All staff members are legally and ethically bound to keep this information confidential.
- b) Information is also shared for administrative purposes such as appointment scheduling, billing, and quality assurance. All staff members are legally and ethically bound to keep this information confidential. Staff members have been given training about protecting your privacy.
- c) On occasions, Fruition Nutrition, LLC may find it helpful to consult with an outside health or mental health professional. During such consultations, identifying information is disguised to protect your confidentiality. The other professional is legally bound to keep the information confidential. All consultations are noted in the dietitian's record.
- d) Disclosures required to collect on overdue fees.

## **Limits of Confidentiality**

There are situations where Fruition Nutrition, LLC may be required or permitted to disclose information without your authorization. These situations are unusual. They may include:

- a) If Fruition Nutrition, LLC has knowledge, evidence, or reasonable concern regarding the abuse or neglect of a child, elderly patient, or disabled person, it is required to file a report with the appropriate agency, usually the Department of Health and Welfare. Once the report is filed, we may be required to provide additional information.
- b) If a patient communicated an explicit threat of serious harm to a clearly identifiable victim(s), and has the apparent intent to carry out such threat, Fruition Nutrition, LLC may be required to take appropriate actions. These may include notifying potential victims, and contacting the police and or seeking hospitalization for the client.
- c) If we believe that there is a high threat that a patient will physically harm him or herself, we will also take protective actions.
- d) Although courts have recognized a therapist-patient privilege, there may be circumstances in which a court would order Fruition Nutrition, LLC to disclose personal health or treatment information. We may also be required to provide information about court ordered evaluations or treatments. If you are involved in, or are contemplating litigation, you should consult with an attorney to determine whether a court would be likely to order Fruition Nutrition, LLC to disclose information.
- e) Fruition Nutrition, LLC is required to provide information requested by a legal guardian of a minor child.
- f) If a government agency is requesting information for health oversight activities or to prevent terrorism (Patriot Act), Fruition Nutrition, LLC may be required to provide it.
- g) If a patient files a worker's compensation case, Fruition Nutrition, LLC, may be required, upon appropriate request, to provide all clinical information relevant to or bearing upon the injury for which the file was formed.
- h) If a client files a complaint or a lawsuit against Fruition Nutrition, LLC we may disclose relevant information regarding the client in order to defend itself.

If any of these situations arise, Fruition Nutrition, LLC, would make every effort to fully discuss it with you before taking action, and would limit disclosure to what is necessary. While this written summary of exceptions confidentiality should prove helpful in informing you of potential problems, it is important that you discuss any questions you have with us now or in the future. The laws governing confidentiality can be quite complex. In situations where specific advice is required, formal legal advice may be needed.

## **After Hours Contact and Emergencies**

The operating hours of Fruition Nutrition, LLC are Monday through Friday from 9:00 am to 5:00 pm. The phone is answered by a receptionist and also by a voice mail service. All messages are confidential.

Fruition Nutrition, LLC is not equipped to offer treatment in an emergency or walk-in service. For this reason, it is important to be aware of general support services that are available through your

community. In the event of a crisis, you can a) GO TO THE EMERGENCY ROOM of the nearest hospital for an evaluation, or b) CALL 911.

**Minors and Parents**

Please be informed that any person with legal rights pertaining to a child (e.g. legal guardian) may have the right to terminate a child's treatment. As stated earlier, Fruition Nutrition, LLC will honor all requests for information by a legal guardian of a minor child.

Children under 18 years of age, who are not emancipated from their parents, should be aware that the law allows parents to examine their medical records. Typically with a parent's agreement, Fruition Nutrition, LLC only provides general information about the progress of a child's treatment. With teenagers, more detailed disclosures are typically discussed beforehand with the teenager in order to minimize his/her objections and concerns, unless the dietitian feels it is a crisis situation, including personal risk or physical danger to the minor.

In the context of family therapy, should family members be seen individually, material discussed may be shared with family members when your dietitian believes it to be in everyone's best interest. In this circumstance, your dietitian would encourage the individual to initiate sharing the information, but he/she reserves the right to bring up the information if he/she thinks it is useful for the whole family.

**Fees**

Clients agree to pay the fees established during their consultation. They sign a contract agreeing to payment. Payment for therapy sessions is due at the time of each appointment. We accept cash, checks, and pay pal payments. Please note that we do not accept insurance, and you should be aware that many insurance companies do not reimburse for nutritional services. We provide you with documents to file independently but encourage you to contact your insurance company and clarify your coverage options. Fruition Nutrition, LLC reserves the right to refuse treatment for nutritional therapy and services despite the recovery status if your account is behind in payment.

**Cancellation and Missed Appointments**

Fruition Nutrition LLC requires payment for missed therapy sessions. If you cannot attend a scheduled appointment, we require that you call and cancel the appointment at least 24 hours in advance (Saturdays and Sundays are excluded). Please note that you must call Friday before noon to cancel any Monday appointments and avoid cancellation fees. You will be billed for the missed appointment.

\_\_\_\_\_  
**Patient Signature/Date**

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**Parent/Guardian Signature/Date**

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**Patient Printed Name**

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**Parent Printed Name**

