Responsive Centers Privacy Policy Agreement

Notice of Provider's Policies and Practices to Protect the Privacy of Your Health Information: This notice describes how psychological and medical information about you may be used and disclosed and how you can get access to this information. PLEASE READ CAREFULLY AND IN NOTICE'S ENTIRETY.

- I. Uses and Disclosures for Treatment, Payment, and Health Care Operations: Responsive Centers for Psychology and Learning may use or disclose your protected health information (PHI), for treatment, payment, and health care operations purposes with your consent. To help clarify these terms, here are some, definitions. These examples are not meant to be exhaustive, but illustrative.
 - "PHI" refers to information in your health record that could identify you.
 - "Treatment, Payment, and Health Care Operations"
 - Treatment is when we provide, coordinate, or manage your health care and other services related to your health care. An example of treatment would be when we consult with another health care provider, such as your family physician or another therapist.
 - Payment is when we obtain reimbursement for your care. Examples of payment are when we disclose your
 PHI to your health insurer to obtain reimbursement for services or to determine eligibility or coverage.
 - Health care operations are activities that relate to the performance and operation of our practice. Examples
 of health care operations are quality assessment and improvement activities, business-related matters
 such as audits and administrative services, and case management and care coordination.
 - "Use" applies only to activities within Responsive Centers' offices such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
 - "Disclosure" applies to activities outside of our offices such as releasing, transferring, or providing access to information about you to other parties.
 - Note: As a clinically integrated network, Children's Mercy Integrated Care Solutions (CMICS) is collaborating with
 Responsive Centers to improve care. CMICS has necessary safeguards in place to protect PHI from unauthorized
 access (e.g. role-based access dependent on treating relationship). As a result, Responsive Centers and contracted
 members of CMICS's clinically integrated network can share PHI without patient authorization since the sharing of
 PHI is related to treatment, payment, and healthcare operations activities. Even though patient authorization is not
 required, Responsive Centers wants to ensure transparency in how information is shared.
- II. Uses and Disclosures Requiring Authorization: We may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your appropriate authorization is obtained. An "authorization" is written permission beyond the general authorizations and/or consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment, or health care operations, we will obtain an authorization from you before releasing this information. We will also need to obtain a specific authorization before releasing your session notes. "Session notes" are notes we have made about our conversation during a private, group, joint, or family counseling, assessment, or psychiatry session, which we have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. You may revoke all such authorizations (of PHI or Session Notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) I (The Provider) have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.
- **III.** Uses and Disclosures with Neither Consent nor Authorization: We may use or disclose PHI without your consent or authorization in the following circumstances:

- <u>Child Abuse</u>: If we have reason to suspect that a child has been injured as a result of physical, mental, or emotional
 abuse or neglect or sexual abuse, we are legally required and must report the matter to the appropriate authorities
 as required by law.
- Adult and Domestic Abuse: If we have reasonable cause to believe that an adult is being or has been abused, neglected, or exploited or needs protective services, we must report this information to the appropriate authorities as required by law.
- <u>Health Oversight Activities</u>: We may disclose PHI to the Kansas Behavioral Sciences Regulatory Board if necessary for a proceeding before the Board.
- <u>Judicial and Administrative Proceedings</u>: If you are involved in a court proceeding and a request is made for information about the professional services we provided you, and/or the records thereof, such information is privileged under state law and may not be released without the written authorization of you or your legally appointed representative and/or a court order. The privilege does not apply when you are being evaluated by a third party or where the evaluation is court ordered. You will be informed in advance if this is the case. Should you wish to prohibit a release as described above, you must consult your own legal counsel.
- <u>Serious Threat to Health or Safety</u>: If we believe that there is a substantial likelihood that you have threatened an identifiable person and that you are likely to act on that threat in the near future, we may disclose information in order to protect that individual. If we believe that you present an imminent risk of serious physical harm or death to yourself, we may disclose information in order to initiate hospitalization or to family members or others who might be able to protect you, or both.
- Worker's Compensation Claims: We may disclose PHI as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, which provide benefits for work-related injuries or illness without regard to fault.

IV. Patient's Rights and Provider's Duties

Patient's Rights

- <u>Right to Request Restrictions</u>: You have the right to request restrictions on certain uses and disclosures of PHI. However, we are not required to agree to a restriction you request.
- 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.
 (For example, you may not want a family member to know that you are receiving counseling services. Upon your
 request, we will send your billing statements to another address as directed by you.)
- Right to Inspect and Copy: You have the right to inspect or obtain a copy (or both) of PHI in our mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. We may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed. Upon your request, we will discuss with you the details of the request and denial process.
- <u>Right to Amend</u>: You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. We may deny your request. Upon your request, we will discuss with you the details of the amendment process.
- Right to an Accounting: You generally have the right to receive an accounting of disclosures of PHI. Upon your request, we will discuss with you the details of the accounting process.
- Right to a Paper Copy: You have the right to obtain a paper copy of a notice from us upon request, even if you have agreed to receive the notice electronically.

Provider's Duties

- I am required by law to maintain the privacy of PHI and to provide you with notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.

- If I revise my policies and procedures, I will provide you with a revised notice by U.S. Postal Service.
- **V. Complaints:** If you are concerned that we have violated your privacy rights, or you disagree with a decision we have made about access to your records, you may contact Dr. Vishal Adma, Chief Executive Officer and Owner at (913) 451-8550. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. The person listed above can provide you with the appropriate address upon request.

VI. Effective Date: This privacy policy has been effective since: April 14, 2003. Revised March 7, 2025.

Responsive Centers Messaging Terms of Service

Notice of Compliance with 10DLC: This notice describes how your information may be used in our communications.

No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties. If you wish to unsubscribe from Responsive Centers' email campaigns, please click on the Unsubscribe link at the bottom of any marketing email sent from us. If you wish to stop receiving text messages from us, reply STOP, QUIT, CANCEL, OPT-OUT, or UNSUBSCRIBE to any text message sent from us. If you need HELP, contact Responsive Centers at (913) 451-8550.

I. Your Privacy Rights

You may have the right to request access to the personal information we hold about you, to port it to a new service, or to request that your personal information be corrected or deleted. To exercise any of these rights, please contact us at compliance@responsivecenters.com.

II. Texting Terms and Conditions (Terms of Service)

By opting in to receive SMS messages from Responsive Centers ("we," "us," "our"), you agree to the following terms:

- <u>SMS Messaging Service</u>: By providing your phone number, you consent to receive SMS messages, including updates, and other relevant content.
- Message Frequency: Message frequency may vary.
- Message and Data Rates: Message and data rates may apply based on your mobile carrier's terms.
- <u>Privacy Policy</u>: Your information will be handled in accordance with our Privacy Policy, which can be viewed at https://responsivecenters.com/privacy-policy/.
- Opt-Out Instructions: You can opt out at any time by replying "STOP" to any SMS message. You may also contact us directly at (913) 451-8550.
- <u>Liability</u>: We are not responsible for any charges, errors, or delays in SMS delivery caused by your carrier or third-party service providers.
- <u>Marketing and Promotions</u>: We will not share your phone number with third parties for marketing or promotional purposes. By opting in, you confirm that you are the owner or authorized user of the phone number provided and that you are at least 18 years old.

III. Effective Date: These terms of service have been effective since: January 29, 2025. Revised February 5, 2025.