



I HAPPEN TO THINGS

CONSENT

I hereby request and consent to the performance of coaching, bodywork, and other modalities + procedures within the scope of the practice of naturopathic coaching and consultation on me (or on the client named below, for whom I am legally responsible) by Dr. JOYLYN Sparkles and/or other licensed professionals who now or in the future work with me while employed by, working or associated with Dr. JOYLYN Sparkles, including those working at **the HAPPINESS clinic** or office listed below, or any other office or practice, whether signatories to this form or not.

I understand that methods of treatment may include, but are not limited to coaching and facilitation, body work including, but not limited to, cranio-sacral therapy, soft tissue manipulation, vagal toning and other trauma recovery practices, and naturopathic medicine consultation. I understand that some therapeutic modalities require physical contact and/or practice and I will immediately give feedback during a session and notify a member of the clinical staff of any unanticipated or unpleasant effects associated with any coaching or treatment modality.

I have been informed that the above mentioned modalities are generally considered safe methods of treatment, but may have some side effects, including tissue sensitivity, temporary dizziness, or change in mood or emotional state.

I do not expect the clinical staff to be able to anticipate and explain all possible risks and complications of treatment, and I wish to rely on the clinical staff to exercise judgment during the course of treatment which the clinical staff thinks at the time, based upon the facts then known, is in my best interest. I understand that results are not guaranteed.

I understand the clinical and administrative staff may review my records, but all my records will be kept confidential and will not be released without my written consent.

By voluntarily signing below, I show that I have read, or have had read to me, the above consent to treatment, have been told about the risks and benefits of coaching, cranio-sacral therapy, Access Consciousness Bars®, and other procedures, and have had an opportunity to ask questions. I intend this consent form to cover the entire course of treatment for my present condition and for any future condition(s) for which I seek treatment.

I also acknowledge that the methods and advice offered at **the HAPPINESS clinic** shall not be construed by the client to be a substitute for any medical or legal intervention, nor shall they be construed or offered as a medical diagnosis or treatment of any disease or injury, or legal counsel of any kind.

Signature

Date



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In order to ensure we are “on the same page” regarding conduct and to maintain the quality and integrity of coaching and participation at **the HAPPINESS clinic**, we have outlined the agreements below. Before becoming a new client at the clinic, please initial each point and sign at the bottom. The cancellation policy is described in a separate document enclosed in this packet.

Diversity. **the HAPPINESS clinic** does not discriminate based on age, gender, race, religion, sexual orientation, or health status. We hope you will join us in honoring diversity.

Confidentiality. I agree to maintain the confidentiality of all other clients of **the HAPPINESS clinic** and any group membership or participation associated with it. Our staff will maintain your confidentiality by not acknowledging you outside of the clinic unless you first acknowledge them.

Late arrival. As a courtesy to other clients, late arrivals will not receive an extension of the scheduled appointment time, thus your treatment will be shortened. If you are 15 minutes late for a scheduled session, we reserve the right to cancel your scheduled appointment and charge you for the appointment.

Etiquette. I agree not to present to my scheduled appointment under the influence of alcohol or drugs of any kind. I agree to turn any electronic device to silent mode and decline incoming calls/texts for the duration of all coaching sessions. I agree to respect the clinic staff and coaches and other clients’ time and participation and will not interrupt another while they are speaking. I understand that if my behavior does not comply with this policy that I may be refused or released from my session with **the HAPPINESS clinic** until I agree to comply.

Payment. I understand that payment is expected at the time of the visit and all charges for the session are to be paid before the session will begin. I understand that an invoice is a courtesy and not required in order to submit payment. I understand that if I would like a receipt I must request one for each session. I understand that if payment is declined that I am responsible for all NSF fees incurred by **the HAPPINESS clinic**.



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Scope and Responsibility. As a client, I understand and agree that I am fully responsible for my physical, mental and emotional well-being during my coaching calls, including my choices and decisions. I am aware that Dr. JOYLYN Sparkles is providing coaching services and not psychotherapy or medical advice.

I understand that “coaching” is a Professional-Client relationship I have with my coach, designed to facilitate the creation/development of personal goals and to develop and carry out a strategy/plan for achieving those goals and that coaching is not to be used as a substitute for advice by legal, medical, financial, business, spiritual or other qualified professionals.

I understand that coaching is a comprehensive process that may involve all areas of my life, including work, finances, health, relationships, education and recreation. I understand that all decisions on how to handle these issues, incorporate coaching into those areas, and implement my choices are exclusively mine and I acknowledge that my decisions and my actions regarding them are my sole responsibility.

No Substitution. I understand that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association. I understand that coaching is not a substitute for counseling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment and I will not use it in place of any form of diagnosis, treatment or therapy.

I promise that if I am currently in therapy or otherwise under the care of a mental health professional, that I have consulted with the mental health care provider regarding the advisability of working with a coach and that this person is aware of my decision to proceed with the coaching relationship.

Mandatory Reporting. I understand that all information and communications of any kind will be held as completely confidential unless I state otherwise, in writing, except as required by law. I understand that if I make a credible threat to harm myself or another, Dr. JOYLYN Maniaci, or any other the HAPPINESS clinic provider, will be compelled to notify appropriate authorities to ensure my health and well-being.

Group Confidentiality. I understand that group confidentiality is absolutely critical. I will keep group members identities and communications confidential at all times. Failure to do so may result in immediate removal from the group without monetary refund.

I agree that I have had an opportunity to ask questions. I agree that I have read and understand the policies as written above.



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Signature

Date

Client Name (print)



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Please read this carefully. It outlines the scheduling and payment policy of **the HAPPINESS clinic**. This policy exists to ensure quality service and client convenience at the clinic. If you have questions or concerns about this policy, please feel free to contact us for clarification.

All appointment cancellations must be done at least 24 hours prior to the beginning of the scheduled appointment.

Failure to do so will result in the following:

Appointments cancelled with less than 24 hours notice will be billed the full appointment fee. If your session is part of a package, the session will be forfeited and you will be charged the package session rate.

Payment for any missed or cancelled appointments is expected within 30 days or at the next scheduled appointment, whichever comes first. No further appointments or sessions, individual or group, will be scheduled or permitted until the account is in good standing. If payment is not remitted after 30 days, collection action will be initiated as outlined below.

the HAPPINESS clinic will use all reasonable means to collect any fees for missing or cancelling appointment with less than 24 hours notice, including, but not limited to phone, email, or U.S. mail. Additionally, the clinic may use legal means of collecting a debt to obtain payment for the outstanding charge, such as hiring a collection agency to collect payment on a delinquent account.

By signing below, I acknowledge receipt of this Cancellation Policy and agreement with all aspects of this policy and authorize **the HAPPINESS clinic** to bill me if I do not give appropriate cancellation notice as outlined above in this Cancellation Policy.

Signature

Date

Client Name (print)



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NOTICE OF PRIVACY POLICY

THIS NOTICE DESCRIBES HOW PERSONAL INFORMATION ABOUT YOU MAY BE USED OR DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW THIS CAREFULLY.

This privacy policy sets out how we may use, disclose and protect any information that you give when you “opt-in” (request or consent to treatment or service, use our website, purchase a product, attend a seminar or free talk, or opt-in to our mailing list) including, but is not limited to, carrying out treatment, payment, healthcare operations; and how you can gain access to such information. The information regarded in this notice includes your protected health information “PHI”—any of your written and oral health information that can be used to identify you, including demographic data.

This notice is provided to you as a requirement of the Health Insurance Portability Act (HIPAA) and the GDPR.

the HAPPINESS clinic is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when you opt-in, then you can be assured that it will only be used in accordance with this privacy statement and data declaration.

Uses and Disclosures of PHI

the HAPPINESS clinic (THC) may use your personal information for purposes of providing treatment, obtaining payment for services, and conducting healthcare operations. By applying to be treated by THC you are implying consent to the use and disclosure of your PHI by our office staff, and others outside of our office that are involved in your care and treatment for the purposes of providing care to you. The following are examples of the types of uses and disclosures of your PHI that THC will make based on this implied consent. These examples are not meant to be exhaustive, but to describe the types of uses and disclosures that may be made by our office.

1. Treatment. THC will use and disclose your PHI to provide, coordinate, or manage your healthcare and any related services. This includes the coordination or management of your care with a third party for treatment purposes. For example, we may disclose your PHI to another healthcare practitioner who may be treating you or consulting with your physician with respect to your care. Your PHI may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to



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diagnose or treat you. Furthermore, THC may from time-to-time disclose your PHI to an outside treatment provider for purposes of the treatment activities of the other provider.

2. Payment. Your PHI will be used, as needed, to obtain payment for your healthcare services at THC. We may also disclose information to another provider involved in your care for the other provider's payment activities.

3. Operations. THC may use or disclose, as needed, your PHI in order to support our business activities and to provide quality care to all clients. Healthcare operations include, but are not limited to, quality assessment activities; employee review activities and training in which students, trainees, or practitioners in healthcare learn under supervision; reviewing and auditing, including compliance reviews, medical reviews, legal services; business management and general administrative activities. As part of treatment, payment and healthcare operations, THC may also use or disclose your PHI including, but not limited to, reminders of appointments; with a third party "business associate" that performs various activities for the practice; to inform you of health-related benefits, products, or services that may be of interest to you; to contact you to raise funds for the practice or an institutional foundation related to the practice. THC may also use and disclose your PHI for other marketing activities. For example, your name and address may be used to send you brochures or newsletters about our practice and the services that we offer. Whenever an arrangement between our office and a business associate involves the use or disclosure of your PHI, we will have a written contract with that business associate that contains terms that will protect the privacy of your PHI. If you do not wish to be contacted regarding fundraising, or other such marketing practices, please contact our Privacy Official, and include request in writing.

Uses and Disclosures That May Be Made With Your Authorization Or Opportunity To Object

In the following instance where we may use and disclose your PHI, you have the opportunity to agree or object to the use or disclosure of all or part of your PHI. If you are not present or able to agree or object to the use or disclosure of the PHI, then THC may, using professional judgment, will determine whether the disclosure is in your best interest. In this case, only the PHI that is relevant to your healthcare is disclosed.

Others Involved In Your Healthcare. Unless you object, THC may disclose to a member of your family, a relative, a close friend, or any other person you identify, your PHI that directly relates to that person's involvement in your healthcare. If you are unable to agree or object to such a disclosure, THC may disclose such information as necessary based on our professional judgment and determination to be in your best interest. We may use or disclose your PHI to notify or assist in notifying a family member, personal representative, or any other person that is responsible for your care of location, general condition, or death.



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Uses and Disclosures That may Be Made Without Your Consent, Authorization, or Opportunity to Object

1. Required by Law. THC may disclose your personal and/or medical information when we are required to do so by law. For example, your PHI may be released when required by privacy laws, workers' compensation or similar laws, public health laws, court or administrative orders, subpoenas, certain discovery requests, or other laws, regulations or legal processes. Under certain circumstances, we may make limited disclosures of PHI directly to law enforcement officials or correctional institutions regarding an inmate, lawful detainee, suspect, fugitive, material witness, missing person, or victim or suspected victim of abuse, neglect, domestic violence, or other crimes. We may disclose your PHI to the extent reasonably necessary to avert a serious threat to your health or safety or the health or safety of others. We may disclose your PHI when necessary to assist law enforcement officials to capture a third party who has admitted to a crime against you or who has escaped from lawful custody.

2. Coroners, Funeral Directors, and Organ Donation. THC may disclose PHI to a coroner or medical examiner, funeral director, or organ procurement organization in limited circumstances.

3. Research. THC may use or disclose your PHI for research only in those limited circumstances not requiring your written authorization, such as those, which have been approved by an institutional review board that has established procedures for ensuring the privacy of your PHI.

4. Military Activity and National Security. THC may disclose military authorities the medical information of Armed Forces personnel under certain circumstances. Only if required by law, we may disclose your PHI for intelligence, counterintelligence, and other national security activities.

Uses and Disclosures Which You Authorize

THC will not disclose your personal information other than with your written consent. You may revoke your authorization in writing at any time except to the extent that we have taken action in reliance upon the authorization.

Your Rights

The following are your rights regarding your protected health information.



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- 1. The Right to Inspect and Copy Your PHI.** In most cases you have the right to review or to purchase copies of your PHI by requesting access or copies in writing to our Privacy Official. Please contact our Privacy Official regarding our copying fees.
- 2. The Right to Request a Restriction On Uses and Disclosures on PHI.** You have the right to request that we place additional restrictions on our use or disclosure on your PHI, but we are not required to honor such a request. We will be bound by such restrictions only if we agree to do so in writing signed by our Privacy Official.
- 3. The Right to Request to Receive Confidential Communication From Us By Alternative Means Or At An Alternative Location.** You have the right to request that we communicate with you about your PHI by alternative means or in alternative locations. We will accommodate any reasonable request if it specifies in writing the alternative means or location, reason for request, and provides a satisfactory explanation of how future payments will be handled.
- 4. The Right to Have THC Amend Your PHI.** You have the right to request that we amend you PHI. Any such request must be in writing and contain a detailed explanation for the written requested amendment. Under certain circumstances, we may deny your request, but will provide a written explanation for the denial. You have the right to send us a statement of disagreement to which we may prepare a rebuttal, a copy of which will be provided to you at no cost. Please contact our Privacy Officer with any further questions about amending your medical record.
- 5. The Right to Receive Accounting.** You have the right to receive an accounting of the instances, if any, in which your PHI was disclosed for purposes other than those described in the sections above or the following: Uses and Disclosures, Facility Directories, Patient Access, and Locating Responsible Parties. For each 12-month period, you have the right to receive one free copy of an accounting certain details. If you request a disclosure of accounting more than once in a 12-month period, we will charge you a reasonable, cost-based fee for each additional request. Please contact our Privacy Official regarding these fees.

Complaints

You have the right to express complaints to the practice and Secretary of Health and Human Services if you believe that your privacy rights have been violated. You may complain to THC by contacting the Privacy Official verbally or in writing using the contact information below. You will not be retaliated in any way for filing a complaint; hence we encourage you to express any concerns regarding the privacy of your information.



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Privacy Official

THC's contact persona for all issues regarding client privacy and your rights under the Federal privacy standards and the GDPR is the Privacy Official. Information regarding matters covered by this notice can be requested by contacting the Privacy Official. Complaints against THC can be mailed to the Privacy Official by sending it to:

the HAPPINESS clinic
% Dr. JOYLYN Sparkles
25100 Vista Murrieta | Apt 1736
Murrieta, California 92562
208-391-3439
JOYLYN@ihappentothings.com

Our Responsibilities

This office is required to maintain the privacy of your health information and to provide you with notice of our legal commitment to you. THC is required to abide by the terms of this notice and to notify you if we are unable to grant your requested restrictions of reasonable desires. We reserve the right to change the terms of this Notice to make the new Notice provisions effective for all PHI that we maintain. If THC changes its Notice, we will provide a copy of the revised Notice by sending a copy of the revised Notice via email or through in-person contact.