

Joint Notice of Privacy Practices
Effective date 4/14/2003

This notice describes how medical information about you may be used and disclosed and how you can get access to this information.

Please review this form carefully, sign and date, and turn it in before our first session.

We are required by law to maintain the privacy of your health information and to give you notice of our legal duties and privacy practices with respect to your protected health information. This notice summarizes our duties and your rights concerning your protected health information. Our duties and your rights are set forth more fully in 45 C.F.R. part 164. We are required to abide by the terms of our Notice that is currently in effect.

1. Uses and disclosures of information that we may make without written authorization.

We may use or disclose clinical and/or protected health information for the following purposes without your written authorization. These examples are not meant to be exhaustive.

Treatment. We may use or disclose clinical and/or protected health information among our counseling staff to provide treatment to you. For example, our counseling staff may use information in your clinical and protected health information to diagnose or treat your condition. When we disclose your clinical information to providers outside CHH help treat you, we will try to seek your authorization first. Releasing your protected health information to outside sources generally requires your specific consent first.

Payment. We may use or disclose clinical information so that we or other health care providers may obtain payment for treatment provided to you. For example, we may disclose information from your clinical records to your health insurance company to obtain pre-authorization for treatment or submit a claim for payment. If you do not desire the release of your clinical information for insurance billing purposes, you must notify us in writing. However, you should note that the refusal to release relevant clinical information to the insurance company likely will result in your claim being denied.

Counseling operations. We may use or disclose clinical and/or protected health information for certain CHH operations that are necessary to run CHH and ensure that our clients receive quality care. For example, we may use information from your clinical and/or protected clinical information to review the performance or qualifications of clinical and support staff; train staff; or make business decisions affecting CHH and its services.

Required by law. We may use or disclose clinical and/or protected health information to

the extent that such use or disclosure is required by law.

Threat to health or safety. We may use or disclose clinical and/or protected health information to avert a serious threat to your health or safety, or the health and safety to others.

Abuse or Neglect. We must disclose clinical and/or protected health information to the appropriate government agency if we believe it is related to child abuse or neglect, or if we believe that a minor child or vulnerable adult is being a victim of abuse, neglect or domestic violence.

Governmental Oversight Activities. We may disclose clinical and/or protected health information to governmental oversight agencies to help them perform certain activities authorized by law, such as audits, investigations, and inspections.

Judicial and Administrative Proceedings. We may disclose clinical and/or protected health information in response to an order of a court or administrative tribunal. We may also disclose clinical and/or protected health information in response to a subpoena, discovery request or other lawful process if we receive satisfactory assurances from the person requesting the information that they have made efforts to inform you of the request or to obtain a protective order.

Law Enforcement. We may disclose clinical and/or protected health information, subject to specific limitations, for certain law enforcement purposes, including to identify, locate, or catch a suspect, fugitive, material witness or missing person; to provide information about the victim of a crime; or to report a crime.

National Security. We may disclose clinical and/or protected health information to authorized federal officials for national security activities.

Research. We may use or disclose clinical and/or protected health information for research if approved by an institutional review board or privacy board and appropriate steps have been taken to protect the information.

Workers Compensation. We may disclose clinical and/or protected health information as authorized by workers' compensation laws and other similar legally established programs.

Appointments and Services. We may use or disclose clinical and/or protected health information to contact you to provide appointment reminders, or to provide information about treatment alternatives or other health-related benefits and services that may be of interest to you.

Marketing. We may use or disclose clinical and/or protected health information for limited marketing activities, including face-to-face communications with you about our services.

Business Associates. We may disclose clinical and/or protected health information to our third party business associates who perform activities involving protected health information for us, e.g., billing or collection services. Our contacts with the business associates require them to protect your health information.

Military. If you are in the military, we may disclose clinical and/or protected health information as required by military command authorities.

Inmates or Persons in Police Custody. If you are an inmate or in the custody of police enforcement, we may disclose clinical and/or protected health information if necessary for your health care; for the health and safety of others; or for the safety or security of the correctional institution.

2. Uses and disclosures of information that we may make unless you object. We may use and disclose clinical and/or protected health information in the following instances without your written authorization unless you object. If you object, please notify your counselor or a receptionist

Persons Involved in Your Health Care. Unless you object in writing, we may disclose clinical and/or protected health information to a member of your family, relative, close friend, or other person identified by you who is involved in your health care or the payment for your health care. We will limit the disclosure to the protected health information relevant to that person's involvement in your health care or payment.

Notification. Unless you object in writing, we may use or disclose clinical and/or protected health information to notify a family member or other person responsible for your care of your location and condition. Among other things, we may disclose clinical and/or protected health information to a disaster relief agency to help notify family members.

3. Uses and Disclosures of Information That We May Make With Your Written Authorization.

We will obtain a written authorization from you before using or disclosing your clinical and/or protected health care information for purposes other than those summarized above. You may revoke your authorization by submitting a written notice to your counselor or support staff.

4. Your Rights Concerning Your Protected Health Information. You have the following rights concerning your clinical and/or protected health care information. To exercise any of these rights, you must submit a written request to your counselor.

Right to Request Additional Restrictions. You may request additional restrictions on the use or disclosure of your clinical and/or protected health information for treatment, payment or counseling operations. We may not be required to agree to a requested restriction. If we agree to a restriction, we will comply with the restriction unless an emergency or the law prevents us from complying with the restriction, or until the restriction is terminated.

Right to Receive Communications by Alternative Means. We normally contact you by telephone or mail at your home address. You may request that we contact you by some other method or at some other location. We will not ask you to explain the reason for your request. We will accommodate reasonable requests. We may require that you explain how payment will be handled if an alternative means of communication is used.

Right to Inspect and Copy Records. You may inspect and obtain a copy of clinical and/or protected health information that is used to make decisions about your care or payment for your care. We may charge you a reasonable cost-based fee for providing the records. We may deny your request under limited circumstances, e.g., if you seek psychotherapy notes; information prepared for legal proceedings; or if disclosure may result in substantial harm to you or others.

Right to Request Amendment to Record. You may request that your clinical and/or protected health information be amended. You must explain the reason for your request in writing. We may deny your request if we did not create the record unless the originator is no longer available; if you do not have a right to access the record; or if we determine that the record is accurate and complete. If we deny your request, you have the right to submit a statement disagreeing with our decision and to have the statement attached to the record.

Right to Accounting of Certain Disclosures. You may receive an accounting of certain disclosures we have made of your clinical and/or protected health information after April 14, 2003. We are not required to account for disclosures for treatment, payment, or health care operations; to family members or others involved in your health care or payment; for notification purposes; or pursuant to our facility directory or your written authorization. We may charge a reasonable cost-based fee for all requests.

Right to a Copy of this Notice. You have the right to obtain a paper copy of this Joint Notice upon request. You have this right even if you have agreed to receive the Joint Notice electronically.

5. Changes To This Joint Notice. We reserve the right to change the terms of your Joint Notice of Privacy Practices at anytime, and to make the new Notice provisions effective for all protected health information that we maintain. If we materially change our privacy practices, we will prepare a new Joint Notice of Privacy Practices, which shall be effective for all clinical and/or protected health information that we maintain. We will post a copy of the current Joint Notice in the waiting room. You may obtain a copy of the current Joint Notice from our office.

6. Complaints. You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated. You may file a complaint with us by notifying our Privacy

Contact identified below. All complaints must be in writing. We will not retaliate against you for filing a complaint.

7. Entities Covered By This Joint Notice. This Joint Notice of Privacy Practices applies to the Center for Hope and Healing (CHH); their departments and units wherever located; their employees, staff and other CHH personnel; and volunteers whom we allow to help while you are receiving services from CHH. This Joint Notice of Privacy Practices also applies to counselors and other members of the counseling staff who have agreed to abide by its terms concerning the services they perform at CHH or at a hospital department. Members of the medical staff, including your personal physician, may have different privacy policies or practices relating to their use of disclosure of clinical and/or protected health information created or maintained in their clinic or office. This Joint Notice does not create an agency relationship, a joint venture, or any other legal relationship between the entities covered by this Joint Notice.

8. Privacy Contact. If you have any questions about this Notice, or if you want to object or to complain about any use or disclosure or exercise any right as explained above, please contact your counselor or the Office Manager.

Thank you.

Your signature states you have received a copy of these policies and that you agree to read it.

Print Name

Signature

Print Name

Signature

Date