

Children's Health Services "Notice Of Privacy Practices"

Our Pledge regarding your health information

Children's Health Services (CHS) understands that information about our patients and their health is confidential. We are committed to protecting that privacy information. Each time you visit CHS, we create a record of the care and services received. We need this record to provide quality care and comply with legal requirements. All health records created by children's health services are subject to the rules and regulations of this "Notice of privacy statement".

This "notice of privacy practices" has been created to help you understand our legal duties to protect your protected health information (phi) and how we may use and disclose your phi in relation to your past, present, and future physical health condition or illness and its treatment.

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN ACCESS THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY

EFFECTIVE DATE – This notice is effective January 1, 2008. We are required to abide by the terms of this notice, but we reserve the right to change these terms as necessary for all protected health information that we maintain. If we change the terms of this notice (while you are receiving service), we will promptly revise and distribute a revised notice as soon as practicable by mail or hand delivery.

How we may Use and Disclose Health Information about You

Children's Health Services uses and discloses **protected health information (PHI)** in a number of ways connected with your treatment, payment for your care, and health care operations. We have not listed every use or disclosure within the categories below, but all permitted uses and disclosures will fall within one of the following categories. In addition, some uses and disclosures will require your specific authorization.

- **Treatment:** Providing, coordinating, or managing health care and related services, consultation between health care providers relating to a patient, or referral of a patient for health care from one provider to another.
- **Payment:** Billing and collecting for services provided, determining plan eligibility and coverage, utilization review, pre-certification, and medical necessity review.
- **Health Care Operations:** General organization administration and business functions, quality assurance/improvement activities; medical review; auditing functions; developing clinical guidelines; determining the competence or qualifications of health care professionals; evaluating organizational performance; conducting training programs i.e. New employees or students; licensing; survey; certification; accreditation and credentialing activities; internal auditing and certain marketing and fundraising activities.

The following uses and disclosures do not require your consent, and include, but are not limited to, a release of information contained in financial records and/or medical records, including information concerning communicable diseases such as Human Immune Deficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS), drug/alcohol abuse, and laboratory test results, medical history, treatment progress and/or any other related information to:

1. The insurance company, self-funded or third party health plan, Medicare, Medicaid, or any other person or entity that may be responsible for paying or processing for payment any portion of the bill for services;
2. Any person or entity affiliated with or representing CHS for purposes of administration, billing, and quality and risk management;
3. Any hospital, nursing home, or other healthcare facility to which CHS client may be admitted;
4. Any assisted living or personal care facility of which CHS client is a resident;
5. Any physician providing care to CHS client;
6. Licensing and accrediting bodies, including representatives of the Medicare/Medicaid program;
7. Other health care providers to initiate care.

We are permitted to use and disclose information about you without consent or authorization in the following circumstances:

1. In **emergency treatment situations**, if we attempt to obtain consent as soon as practicable after treatment;
2. Where **substantial communication barriers** exist and we determine that the consent is clearly inferred from the circumstances;
3. Where we are **required by law** to provide treatment and we are unable to obtain consent;
4. Where the use or disclosure of medical information **is required by federal, state, or local law**;
5. To provide to **state and federal health authorities**, as required by law to: prevent or control disease, injury, or disability; report births and deaths; report child abuse or neglect; report reactions to medications or problems with products; notify a person who may have been exposed to a disease or condition; and notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect, or domestic violence (if we agree or when required or authorized by law);

6. **Health care oversight activities** such as in audits, investigations, inspections, and licensure by a government health oversight agency as authorized by law to monitor the health care system, government programs, and compliance with civil laws;
7. **Certain judicial administrative proceedings** if CHS client is involved in a lawsuit or a dispute. We may disclose medical information in response to a court or administrative order, a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to contact CHS clients about the request or the process to protect the information has been initiated through the judicial system;
8. **Certain law enforcement purposes** such as helping to identify or locate a suspect, fugitive, material witness, or missing person, or to comply with a court order or subpoena and other law enforcement purposes;
9. **To coroners, medical examiners, and funeral directors** in certain circumstances, for example, to identify a deceased person, determine the cause of death, or to assist in carrying out their duties;
10. **For cadaver organ, eye, or tissue donation purposes** to communicate to organizations involved in procuring, banking, or transplanting organs and tissue (if CHS client is an organ donor);
11. **For certain research purposes** under very select circumstances we may use PHI for research. Before we disclose any PHI for such research purposes, the project will be subject to an extensive approval process. We will usually request your written authorization before granting access to an individual's identifiable PHI;
12. **To avert a serious threat to health and safety:** To prevent or lessen serious or imminent threat to the health or safety of a particular person or the general public, such as when a person admits to participation in a violent crime or serious harm to a victim, or is an escaped convict. Any disclosure, however, would only be made to entities able to prevent or lessen the threat;
13. **For specialized government functions**, including military and veteran's activities, national security and intelligence activities, protective services for the President of the United States and others, medical suitability determination, correctional institution and custodial situations; and
14. **For Workers' Compensation purposes:** Workers' Compensation or similar programs provide benefits for work-related injuries or illnesses.

We are permitted to use or disclose PHI without consent or authorization provided you are informed in advance and given the opportunity to agree to or prohibit or restrict the disclosure in the following circumstances:

1. Use of a directory (including name, location, condition described in general terms) of individuals served by this organization.
2. To a family member, relative, friend, or other identified person, the information relevant to such person's involvement in the care or payment for care; to notify family member, relative, friend, or other identified person of the individual's location, general condition, or death.

Other uses and disclosures will be made only with written authorization. That authorization may be revoked, in writing at any time, except in limited situations.

YOUR RIGHTS- You have the right, subject to certain conditions, to:

- **Request restrictions on uses and disclosures of your PHI** for treatment, payment, or health care operations. However, CHS is not required to agree to any requested restrictions. Restrictions to which we agree will be documented. Agreements for further restrictions may, however, be terminated under applicable circumstances (i.e. emergency treatment).
- **Confidential communication of PHI.** CHS will arrange for clients to receive PHI by reasonable alternative means. Your request must be in writing. CHS does not require an explanation for the request as a condition of providing communications on a confidential basis and will honor reasonable requests for confidential communications.
- **Inspect and obtain copies of PHI**, which is maintained by CHS, compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding, or PHI that is subject to the Clinical Laboratory Improvements Amendments of 1988 [42 USC 263a and 45 CFR 493 (a)(2)]. If you request a copy of your PHI we may charge a reasonable fee for copying. If we deny access to PHI you will receive a timely, written denial in plain language that explains the basis for the denial, your review rights, and an explanation of how to exercise those rights. If we do not maintain the medical record, we will tell you where to request the PHI.
- **Request to amend PHI** for as long as the PHI is maintained in the designated record. A request to amend your record must be in writing and must include a reason to support the requested amendment. We will act on your request within sixty (60) days of receipt of the request. We may extend the time for such action by up to thirty (30) days, if we provide you with a written explanation of the reasons for the delay and date by which we will complete action on the request.

We may deny the request for amendment if the information contained in the record was not created by CHS, unless the originator of the information is no longer available to act on the requested amendment. If request is not part of the designated medical record; would not be available for inspection under applicable laws and regulations; and the record is accurate and complete. If we deny your request for amendment, you will receive a timely, written denial in plain language that explains the basis for the denial.
- **Receive an accounting of disclosures of PHI** made by CHS for up to six (6) years prior to the date on which the accounting is requested for any reason other than treatment, payment, or health care operations and other applicable exceptions. The written accounting includes the date of each disclosure, the name/address (if known) of the entity or person who received the PHI, a brief description of the information disclosed, and a brief statement of the purpose of the disclosure or a copy of your written authorization or a written request for disclosure. CHS will provide the accounting within sixty (60) days of receipt of a written request. However, we may extend the time period for providing the accounting by thirty (30) days if we provide a written statement of the reasons for the delay and the date by which you will receive the information. We will provide the first accounting request during any twelve (12) month period without charge. Subsequent accounting requests may be subject to a reasonable fee.
- **To obtain a paper copy of this notice at any time.**

COMPLAINTS- If you believe that your privacy rights have been violated, you may complain to this Organization or to the Secretary of the Department of Health and Human Services. There will be no retaliation against you for filing a complaint. The complaint should be filed in writing and should state the specific incident(s) in terms of subject, date, and other relevant matters. A complaint to the Secretary must be filed in writing within 180 days of when the acts or omissions believed to be in violation of applicable requirements.