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**AGENCY POLICY & PROCEDURE****04.02.1005**

04 Clinical Services

**Effective Date: 09/03/2020**

02 Client Rights

1005 Privacy Statement

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**References:** Health Insurance Portability and Accountability Act (HIPAA)**Applicability:** All Programs; All Clients; All Staff, Students, Volunteers and Business Associates**Time Frame:** Upon Admission, With Any Addition**Definitions:** Consents for Release of Information 04.02.1051.F01 – Clients & 03.01.1005.F01 - Staff

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully. Medical information may include demographic, mental health, physical health or financial information.

**Disclosures for Treatment, Payment and Healthcare Operations Purposes**

Following are examples of the types of uses and disclosures of your protected health care information that Arrowleaf is permitted to make. The following examples are not all inclusive.

**Treatment Disclosures**

Arrowleaf will obtain your written permission to use and disclose your protected health information to provide, coordinate, or manage your health care and any related services, except in emergency crisis situations. Your protected health information may be shared in order to coordinate services and treatment within Arrowleaf. This includes the coordination or management of your health care with a third party, consultation between providers relating to your treatment or referral to another health care provider for services.

For example, if your counselor refers you to an Arrowleaf Psychiatrist or any other agency program, Arrowleaf staff may disclose your protected health information to the psychiatrist or program staff so that you can obtain appropriate treatment.

**Payment Disclosures**

Your protected health information will be used, as needed, to permit Arrowleaf to obtain reimbursement for the provision of health care. This may include the disclosure of protected health information for purposes of determining eligibility or coverage, risk adjustment, billing and claims management, review of health care services with respect to medical necessity and appropriateness of care, utilization review activities and disclosure to consumer reporting agencies. The Financial Profile/Fee Agreement is the form required to disclose payment information.

For example, Arrowleaf may disclose your protected health information to your insurance company in order to determine whether your health plan covers the services that you are seeking. Your protected health information may also be included on the claim for payment that Arrowleaf submits to your insurer.

**Healthcare Operations Disclosures**

Arrowleaf may, with a signed Consent for Release of Information, use or disclose your protected health information in order to support our operations as a health care provider. These activities include, but are not limited to, quality assessment, improving health or reducing health care

costs, case management and care coordination, employee review, training of students, licensing and credentialing, and business planning and development.

For example, Arrowleaf may disclose your protected health information with a signed Consent for Release of Information to school students who complete their practicums or internships at Arrowleaf.

Arrowleaf may disclose protected health information with a signed Consent for Release of Information:

- for its own treatment, payment or health care operations;
- for treatment activities of another health care provider;
- to another covered entity or health care provider for the payment activities of the entity that receives the information.

### **Organized Health Care Arrangement**

Arrowleaf participates with other behavioral health service agencies in the IPHA Network established by Illinois Health Practice Alliance, LLC (IHPA). Through the IPHA, the participating behavioral health service agencies have formed one or more organized systems of health care in which the participating behavioral health services agencies participate in joint quality assurance activities, and/or share financial risk for the delivery of health care with other participating behavioral health service agencies, and as such qualify to participate in an Organized Health Care Arrangement (OHCA), as defined by the Privacy Rule. As OHCA participants, all participating behavioral health service agencies may share the protected health information (PHI) of their clients for the Treatment, Payment and Health Care Operations purposes of all of the OHCA participants. *A signed Data Use and OHCA Participation Agreement may be reviewed upon request by contacting the Executive Director.*

### **Tele-Psychiatry**

Arrowleaf offers Tele-Psychiatry services through video conferencing directly between a Arrowleaf office and a contracted psychiatrist. You are giving permission to use video conferencing if you choose to access Arrowleaf Tele-Psychiatry services.

### **Appointment Reminders**

Arrowleaf may contact you as a reminder that you have an appointment at the office. Your preferences regarding methods of contact should be specific at the assessment.

### **Treatment Alternatives**

Arrowleaf may tell you about or recommend possible treatment options or alternatives that may be of interest to you.

### **Health Related Products and Services**

Arrowleaf may tell you about health related products or services that may be of interest to you.

### **Other Uses or Disclosures Permitted or Required Without Authorization**

#### **Business Associate**

Arrowleaf may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on its behalf if Arrowleaf obtains satisfactory assurance that the business associate will appropriately safeguard the information. Business associate is defined as a person who, on Arrowleaf's behalf, performs or

assists in the performance of a function or activity, or performs a service, involving the use or disclosure of individually identifiable health information. Examples of business associates may include, but are not limited to, psychiatrists, psychologists, physicians, public aid, insurance providers, providers of transportation, or utility companies. Whenever an arrangement between Arrowleaf and a business associate involves the use or disclosure of individually identifiable health information, we will have a written contract that contains terms that will protect the privacy of this information.

### **Required By Law**

Arrowleaf may use or disclose your protected health information to the extent that the use or disclosure is required by law. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. If required by law, you will be notified of any such uses or disclosures. Arrowleaf must also disclose your protected health information when requested by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the Privacy Rule.

### **Health Oversight**

Arrowleaf may disclose protected health information to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. The protected health information may not be removed from the program, and the health oversight agency must agree to comply with limitations concerning disclosure of information. Oversight agencies seeing this information include agencies that provide financial assistance to Arrowleaf, government benefit programs and government agencies that oversee the health care system.

### **Abuse or Neglect**

Arrowleaf may disclose protected health information to a public health authority that is authorized by law to receive reports of abuse or neglect. However, the information is limited to only that which is necessary to make the initial mandated report.

### **Related to Decedents**

Arrowleaf may disclose protected health information regarding deceased patients to a coroner or medical professional for determining cause of death or in connection with laws requiring the collection of death or other vital statistics or permitting inquiry into the cause of death.

### **Research**

Arrowleaf may disclose protected health information to researchers when a) their research has been approved by an institutional review board that has reviewed the research proposal; b) protocols to ensure the privacy of the protected health information have been established; c) the researchers agree to maintain the security of your protected health information in accordance with applicable laws and regulations and d) the researchers agree not to disclose the protected health information except to Arrowleaf

### **Legal Proceedings**

Arrowleaf may disclose protected health information if the court issues an appropriate order.

### **Criminal Activity**

Arrowleaf may also disclose protected health information in a manner consistent with applicable federal and state laws if a crime has been committed on program premises or against program personnel.

**Government Activities**

Arrowleaf may use or disclose protected health information of individuals who are Armed Forces personnel (1) for activities deemed necessary by appropriate military command authorities; (2) for the purpose of a determination by the Department of Veteran Affairs of eligibility for benefits, or (3) for the provision of care to veterans.

Workers' Compensation

Arrowleaf may release health information about you for workers' compensation or similar programs. These programs provide benefits for work related injuries or illness.

Public Health Risks

Arrowleaf may disclose health information about you for public health reasons in order to prevent or control disease, helping with product recalls, reporting adverse reactions to medication, injury or disability; report deaths, suspected abuse or neglect, non-accidental physical injuries or reactions to medications; or preventing or reducing a serious threat to anyone's health or safety.

Lawsuits and Disputes

If you are involved in a lawsuit or dispute, Arrowleaf may disclose health information about you in response to a court order or administrative order. Subject to all applicable legal requirements, Arrowleaf may also disclose health information about you in response to a subpoena.

Coroners Medical Examiners and Funeral Directors

Arrowleaf may disclose health information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death.

Information Not Personally Identifiable

Arrowleaf may use or disclose health information about you in a way that does not personally identify you or reveal who you are.

Family and Friends

If you are 12 years of age or older, Arrowleaf may disclose health information about you to your family members or friends if we obtain your written consent.

We will not release information without a signed Consent for Release of Information unless it is a crisis situation.

Choose Someone to Act for You

If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.

We will not release information without a signed Consent for Release of Information unless it is a crisis situation.

Disaster Relief Situation

You have the right and choice to tell us whether or not to share your information in a disaster relief situation.

Cases Where Your Information Will Never Be Shared Without Written Permission

Your information will never be shared for marketing purposes nor will it be sold without your written permission. In most cases, your psychotherapy notes will not be shared without written permission.

### **Cell Phone/Cordless Phone Usage**

Arrowleaf may use either cordless phones or cellular phones in doing business, especially in the event of crisis situations. Your personal health information may be disclosed inadvertently to those listening on scanners or similar devices.

### **Electronic Monitoring Devices**

Electric monitoring devices may be installed by Arrowleaf in open living spaces in both offices and residential houses to ensure consumer safety, dignity, respect, and property are protected. Electronic videotaped images are the property of Arrowleaf and treated as private information only to be shared as outline in this document.

### **Computer Usage**

Arrowleaf uses computers that are networked that contain consumer protected health information. Arrowleaf has made all efforts that are currently available to secure this information. Your personal health information may be disclosed involuntarily to those who may 'hack' or break into the computer system illegally.

### **Uses and Disclosures with Written Authorization**

Other uses and disclosures of your protected health information will be made only with your specific written authorization. You may revoke any authorization, at any time, in writing, except to the extent that Arrowleaf has taken action in reliance on the use or disclosure indicated in the authorization or you have been mandated to treatment by a court or other applicable criminal justice agency and you have signed a criminal justice consent.

If Arrowleaf has HIV or substance abuse information about you, we cannot release that information without a signed, specific written authorization from you. In order to disclose these types of records for purposes of treatment, payment, or health care operations, Arrowleaf will have to have your signed consent that complies with the law governing HIV or substance abuse records.

### **Contact with Patients Initiated By Arrowleaf**

Arrowleaf may use protected health information to contact you to remind you about appointments or to provide information to you about treatment alternatives or other health-related benefits and services that may be of interest to you. Arrowleaf may also use or disclose demographic information and dates of health care provided to you for purposes of obtaining funds for Arrowleaf's benefit. Arrowleaf may participate in fundraising activities; however, consumers may choose not to participate.

### **Your Rights Regarding Your Protected Health Information**

#### Right to Request Restrictions

You have the right to request a restriction or limitation on the health information that Arrowleaf can use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the health information that Arrowleaf may disclose about you to someone who is involved in your care or the payment for it, like a family member or friend.

Arrowleaf Is Not Required to Agree To Your Request.

If Arrowleaf does agree, we will comply with your request unless the information is needed to provide you emergency treatment.

#### Right to Request Confidential Communications

You have the right to request that Arrowleaf communicate with you about treatment matters in a certain way or at a certain location. For example, you may ask that Arrowleaf only contact you at work or by mail.

**To request confidential communications, you may do so in writing and submit the request to the Arrowleaf Privacy Officer. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.**

#### Right to Inspect and Copy or Receive Electronic Copy

You have the right to inspect and request a paper or electronic copy of your health information, such as treatment and billing records that Arrowleaf uses to make decisions about your treatment. You must submit a written request to the Arrowleaf Privacy Officer, in order to inspect and/or copy your health information. You must submit your request in writing by completing the form entitled Request for Review/Copy of Records, 04.02.1006.F01. If you request a copy of the information, Arrowleaf may charge a fee for the costs of copying, mailing or other associated supplies. Arrowleaf may deny your request to inspect and/or copy in certain limited circumstances. If you are denied access to your health information, you may ask that the denial be reviewed. If law requires such a review, Arrowleaf will select a licensed health care professional to review your request and our denial. The person conducting the review will not be the person who denied your request, and Arrowleaf will comply with the outcome of the review.

#### Right to Amend

**If you believe health information that Arrowleaf has about you is incorrect or incomplete, you may ask us to amend the information.**

To request an amendment, send a written request to the Arrowleaf Privacy Officer. Arrowleaf may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, Arrowleaf may deny your request if you asked us to amend information that:

- 1) Arrowleaf did not create, unless that person or entity that created the information is no longer available to make the amendment.
- 2) Is not a part of the health information that we keep.
- 3) You would not be permitted to inspect and copy.
- 4) Is accurate and complete.

#### Right to an Accounting of Disclosures

**You have the right to request an Accounting of Disclosures. This is a list of the disclosures Arrowleaf made of medical information about you for purposes other than**

treatment, payment, and health care operations. To obtain this list, you must submit your request in writing to the Arrowleaf Privacy Officer. It must state a time period, which may be no longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper, electronically). Arrowleaf may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

#### Record Maintenance

Arrowleaf shall retain all of your pertinent records for a period of no less than 10 years. This determination is based on the applicable State and Federal laws pertaining to the type of service, record, or information to be maintained.

#### Right to a Paper Copy of This Notice

You have the right to a paper copy of this notice. You may ask Arrowleaf to give you a copy of this notice at any time. To obtain a paper copy of this notice, contact the Arrowleaf Privacy Officer.

#### **Arrowleaf's Duties Regarding Your Protected Health Information**

Arrowleaf is required by law to maintain the privacy of protected health information and to provide individuals with notice of its legal duties and privacy practices with respect to protected health information. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information. Arrowleaf is required to abide by the terms of the notice currently in effect.

#### Modification of Notice

Arrowleaf reserves the right to change the terms of the notice and to make the new notice provisions effective for all protected health information that it maintains. Arrowleaf will provide individuals with a revised notice either by mail or in person.

The most current version of the privacy notice will be posted online at <http://myarrowleaf.org>.

#### Complaint Process and Contact Information

If you believe your privacy rights have been violated, you may file a complaint with our office or with the Secretary of the Department of Health and Human Services. To file a complaint with our office, contact the Arrowleaf Privacy Officer, (618) 683-2461, P.O. Box 759, Golconda, IL 62938. To file a complaint with the Secretary of the Department of Health and Human Services, contact the DHS Privacy Officer, (217) 786-6914, 901 Southwind Road, Springfield, IL 62703.

#### Informed Consent

In the event that you threaten to harm yourself or others, or in an instance of child or elder abuse, confidentiality will be broken and Arrowleaf staff will take appropriate action to help you. Arrowleaf is required to notify any person of your threats to harm them.

Through your signature obtained on either the privacy statement sign off form or the orientation acknowledgement form within the agency's electronic health record, you acknowledge that information regarding informed consent and informed choice has been explained or read to you and that you have been advised of your rights and responsibilities including duty to warn.

You may change your mind about consent at any time. Let us know if in writing if you change your mind.

As part of informed consent, you shall be an active participant in the assessment process and in the development of your individual treatment plan. The results of all assessments and service recommendations will be communicated to you in such a way that you understand them so that you can make an informed choice regarding participation in program services.

**Effective Date**

This notice is effective as of April 8, 2003 and with updates of 04/05/16, 01/27/17, 02/01/19, 05/10/19, 02/19/20, and 09/03/20.

**AUTHORIZED BY:**

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**Sherrie L. Crabb**  
**Chief Executive Officer**