

PERSONAL HEALTH PARTNERS

Notice of Policies and Practices to Protect the Privacy of Your Health Information

THIS NOTICE DESCRIBES HOW PHP INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

I. Program Eligibility and Costs

Personal Health Partners offers assessment, consultation, referral, regarding health, wellness, and insurance-related concerns. Services provided within the Personal Health Partners (PHP) system are offered at no cost to you. Your organization has already paid for these services. If community support services, specialized services or treatment is needed, referrals to services or providers outside of Personal Health Partners may be recommended to help you resolve problems. Those services may be offered at no cost (i.e., self-help groups) or covered under a medical benefit plan offered by an organization or insurer. However, it is your responsibility to determine whether or not services are covered under any such plan. Charges for any services provided by any outside community resource are your responsibility.

II. Uses and Disclosures for Treatment, and Health Care Operations

Personal Health Partners may *use* or *disclose* your *protected health information (PHI)*, for *treatment, and health care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

- “*PHI*” refers to information in your health record that could identify you.
- “*Treatment, Payment and Health Care Operations*”
 - *Treatment* is when Personal Health Partners provides, coordinates or manages your health care and other services related to your health care. An example of treatment would be when Personal Health Partners consults with another health care provider, such as your family physician, Drug/Alcohol treatment facility, or another therapist.
 - *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 our office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of our office, such as releasing, transferring, or providing access to information about you to other parties.

III. Uses and Disclosures Requiring Authorization

We may use or disclose PHI in obtaining information helpful to your care when your appropriate authorization is obtained. An “*authorization*” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, and health care operations, we will obtain an authorization from you before releasing this information.

You may revoke all such authorizations at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have relied on that authorization; or (2) if the

authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

IV. Uses and Disclosures with Neither Consent nor Authorization

Personal Health Partners may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If Personal Health Partners has reasonable cause, on the basis of our professional judgment, to suspect abuse of children with whom we come into contact in our professional capacity, we are required by law to report this to your State's Department of Public Welfare.
- **Adult and Domestic Abuse:** If we have reasonable cause to believe that an older adult is in need of protective services (regarding abuse, neglect, exploitation or abandonment), we may report such to the local agency which provides protective services.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and a request is made about the professional services we provided you or the records thereof, such information is privileged under state law, and we will not release the information without your written consent, or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety:** If you express a serious threat, or intent to kill or seriously injure an identified or readily identifiable person or group of people, and I determine that you are likely to carry out the threat, we must take reasonable measures to prevent harm. Reasonable measures may include directly advising the potential victim of the threat or intent.

V. Client's Rights and PHP Duties

Client's Rights:

- **Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of protected health information about you. 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 being seen in the PHP. Upon your request, we will contact you at another phone number or address.
- **Right to Inspect and Copy** – You have the right to inspect or obtain a copy (or both) of PHI in my PHP 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. On your request, we will discuss with you the details of the request and denial process.
- **Right to Amend** – 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. On 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 for which you have neither provided consent nor authorization (as described in Section IV of this Notice). On 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 the notice from Personal Health Partners upon request, even if you have agreed to receive the notice electronically.

Personal Health Partners Duties:

- We are required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect.
- If we revise our policies and procedures, we will provide notice by mail to you.

VI. Complaints

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact Beverly Brem, V.P. of Operations at 412-937-6405.

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.

VII. Precertification/Managed Care

If the Assistance Program is performing precertification functions, this precertification is for clinical appropriateness only, and does not guarantee that insurance providers will reimburse clients for recommended treatment or therapy. Therefore, it is the ultimate responsibility of the client to assure that the recommended treatment will be reimbursed by the benefit provider (i.e., cases involving pre-existing conditions, exempted conditions, etc.).

If you have any additional questions or comments about your experience, feel free to ask any staff member, or call our 24-hour, toll free line.

VIII. Effective Date, Restrictions and Changes to Privacy Policy

This notice will go into effect on April 14, 2003.

We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will provide you with a revised notice by mail.