

CHRISTIAN COUNSELING ASSOCIATES

NOTICE OF PRIVACY PRACTICES

Effective Date: March 31, 2005

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.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

Christian Counseling Associates (CCA) may use or disclose your protected health information (PHI) for treatment, payment, 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 is when CCA provides, coordinates or manages your health care and other services related to your health care. An example of such treatment would be when we consult with another health care provider, such as your physicians, psychologist, or therapist.
- Payment is when CCA obtains reimbursement for your healthcare. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
- Health Care Operations are activities that relate to the performance and operation of CCA. 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 the scope of CCA, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- Disclosure applies to activities outside of CCA, such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

CCA may use or disclose PHI for purposes of treatment, payment, and health care operations 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, payment, and health care operations, we will obtain an authorization from you before releasing this information. CCA will also need to obtain an authorization before releasing your psychotherapy notes. Psychotherapy notes are notes the counselor(s) has made about conversations during a private, group, joint, or family counseling session, which are kept separate from the rest of your medical record. Those notes are given a greater degree of protection than PHI. For example, they may not be released to insurance companies to determine eligibility for benefits.

You may revoke all such authorizations (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) CCA has relied on the 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.

III. Uses and Disclosures with Neither Consent nor Authorization

CCA may use or disclose PHI without your consent or authorization in the following circumstances:

- **As Required By Law.** CCA will disclose protected health information about you when required to do so by federal, state, or local law.
- **To Avert a Serious Threat to Health or Safety.** CCA may use and disclose protected health information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.
- **Health Oversight Activities.** CCA may disclose protected health information to a health oversight agency for activities necessary for the government to monitor the health care system, government programs, and compliance with applicable laws. These oversight activities include, for example, audits, investigations, medical device reporting, and licensure.
- **Judicial or Administrative Proceedings.** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and CCA will not release the information without written authorization from you or your personal or legally appointed representative, or a court order. CCA may also disclose protected health information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.
- **Business Associates.** CCA may disclose your protected health information to business associates with whom we contract to provide services on my behalf. However, CCA will only make these disclosures if we have received satisfactory assurance that the business

associate will properly safeguard your privacy and the confidentiality of your protected health information. For example, CCA may contract with a company outside of the office to provide medical transcription services, or with our malpractice insurance company for risk management purposes.

- **Serious Threat to Health or Safety.** If you communicate an explicit threat to kill or inflict serious bodily harm upon a reasonably identifiable person, and you have the apparent intent and ability to carry out that threat, CCA has the legal duty to take reasonable precautions. These precautions may include disclosing relevant information from your mental health records, which is essential to protect the rights and safety of others. CCA also has such a duty if you have a history of physical violence of which we are aware, and we have reason to believe there is a clear and imminent danger that you will attempt to kill or inflict serious bodily harm upon a reasonably identifiable person.
- **Public Health Risks.** CCA may disclose protected health information about you for public health activities. This would include:
 - reporting adverse reactions to medications to the PDA
 - prevent or control disease, injury, or disability
 - report child abuse or neglect
 - notify people of recalls of products they may be using
 - notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition as ordered by public health authorities
 - notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect, or domestic violence if you agree or when required by law

IV. Your Rights Regarding Protected Health Information About You

You have the following rights regarding protected health information we maintain about you:

- **Right to Request Restrictions.** To request restrictions, you must make your request in writing. In your request, you must disclose (1) what information you want to limit, (2) whether you want to limit our use, disclosure, or both, and (3) to whom you want the limits to apply.
- **Right to Request Confidential Communications.** 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 seeking therapy. Upon your request, we will send your bills to another address.) To request confidential communications, you must make your request in writing.
- **Right to Inspect and Copy.** You have the right to inspect or obtain a copy (or both) of PHI in mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. CCA may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. You do not have the right to request or review psychotherapy progress notes. You may not access PHI

when the information compiled is in anticipation of or for use in court or administrative proceedings.

CCA may deny your request to inspect and copy in certain circumstances. If you are denied access to certain PHI, you may request that the denial be reviewed. Another psychiatrist will review your request and the denial. The person conducting the review will not be the person who denied your request. CCA will comply with the outcome of the review.

- **Right to Amend.** If you feel that PHI CCA has about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the office. To request an amendment, your request must be made in a writing that states the reason for the request.
- **Right to an Accounting.** You have the right to receive an accounting of disclosures of PHI regarding you every 12 months.

V. Physicians' Duties

- CCA is required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- CCA reserves 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 CCA revises the policies and procedures, we will provide you with a written notice of any changes.

VI. Questions and Complaints

If you have questions about this notice, disagree with a decision CCA makes about access to your records, or have other concerns about your privacy rights, you may contact W.D. "Dub" Rogers at (405) 285-9880 or at the address below.

If you believe that your privacy rights have been violated and wish to file a complaint, you may send your written complaint to 501 E. 15th Street, Edmond, OK 73013.

You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services, at 200 Independence Avenue, SW, Washington, D.C. 20201.

You have specific rights under the Privacy Rule. You will not be penalized for filing a complaint.

CHRISTIAN COUNSELING ASSOCIATES

Acknowledgement of Receipt of Notice of Privacy Practices

Christian Counseling Associates reserves the right to modify the privacy practices outlined in the notice.

Signature

I have received a copy of the Notice of Privacy Practices for Christian Counseling Associates.

Name of Patient (Print or Type)

Signature of Patient

Date

Signature of Patient Representative

(Required if the patient is a minor or an adult who is unable to sign this form.)

Documentation of Attempt to Obtain Acknowledgement of Receipt of Notice of Privacy Practices

Attempt to Obtain Acknowledgement

An attempt was made to obtain an acknowledgment of receipt of the Notice of Privacy Practices on _____. The acknowledgment was not obtained because:

- The patient was undergoing emergency treatment
- The patient declined to sign the acknowledgement
- Other _____

Signature

Name of Patient (Print or Type)

Name of Staff Member

Date

CHRISTIAN COUNSELING ASSOCIATES

DISCLAIMER, RELEASE OF LIABILITY AND CONFIDENTIALITY

I understand that the CHRISTIAN COUNSELING ASSOCIATES is a non-profit counseling ministry operating on a cost recovery basis only.

I further state that I have voluntarily sought counseling on my own initiative. I am under no obligation to accept or reject any of the counseling that I may receive from counselors of the CHRISTIAN COUNSELING ASSOCIATES.

With the intent to bind my heirs, relatives, legal representatives and assigns, I expressly release and hold harmless the CHRISTIAN COUNSELING ASSOCIATES, employees, and all other persons working with them on their behalf, from all liability, loss, damage, claims, actions or judgments of any kind which may arise in connection with the counseling which I have received or will receive.

All services received and all information obtained is kept confidential and cannot be released without your permission. You need to know, however, that there are special situations under which confidential information could be revealed as such:

1. You (or your legal guardian) sign a written release of confidential information, thus, giving your permission.
2. In the case of an emergency where a "Duty to Warn" and "Duty to Protect" ethic requires your counselor to break confidentiality when a danger exists to you or to someone else. (This includes suspected or confirmed reports of child/elderly or incapacitated adult abuse or neglect.)
3. Under very special circumstances, the court may subpoena your records, and may order a counselor to give testimony during a court hearing.

I have read this disclaimer and release of liability and understand and have executed it as my free and voluntary act.

Dated this _____ day of _____, 20_____

(Witness Signature)

(Signature)

(Print Name)

(Print Name)

(Address)

(City, State and Zip)

(Home Phone)

(Alternate Phone)

(NOTE: IF THE PERSON SEEKING COUNSELING IS A MINOR (UNDER 18 YEARS OF AGE), THE ATTACHED DISCLAIMER AND RELEASE OF LIABILITY MUST BE SIGNED BY HIS/HER PARENT OR LEGAL GUARDIAN.)