

Notice of Privacy Practices

Vineyard Counseling Center Client Information Packet

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU (AS A CLIENT OF VINEYARD COUNSELING CENTER) MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO YOUR PROTECTED HEALTH INFORMATION.
PLEASE REVIEW IT CAREFULLY.

Our Center is dedicated to maintaining the privacy of your Protected Health Information (PHI). In conducting our business, we will create records regarding you and the treatment and services we provide to you. We are required by State and Federal law to maintain the privacy of your health information and to inform you about our privacy practices by providing you with this Notice. We must follow the privacy practices as described below. This notice will take effect on April 13, 2003 and will remain in effect until we amend or replace it.

It is our right to change our privacy practices provided the law permits the changes. Before we make a significant change, this Notice will be amended to reflect the changes and we will make the new Notice available upon request. We reserve the right to make any changes in our privacy practices and the new terms of our Notice are effective for all health information maintained, created, and/or received by us from the date changes are made forward.

You have the right to receive a copy of our Privacy Notice. You may request a copy at any time by contacting us. Information on contacting us can be found at the end of this notice.

TYPICAL USES AND DISCLOSURES OF HEALTH INFORMATION

Treatment: We may use your health information to provide and coordinate our professional services. We have established "minimum necessary or need to know" standards that limit various staff members' access to your health information according to their primary job functions. Everyone on the counseling center staff, and those on the church staff who serve in support capacities (receptionists, etc.) are required to sign a confidentiality statement.

Disclosure: We may disclose and/or share all or any portion of your health information with other health care professionals who have a legitimate need for such information in order to provide treatment and/or service to you. These professionals will have a privacy and confidentiality policy like this one. Health information about you may also be disclosed to your family, friends, and/or other persons you choose to involve in your care, only if you agree that we may do so. Or in emergency situations, if we deem it medically or legally necessary. We will keep you best interest in mind.

Payment: We may use and disclose your health information for the purposes of determining coverage, eligibility, billing, claims management, and reimbursement of payment for services we provide to you. This disclosure involves our business office staff and may include insurance organizations or other businesses that may become involved in the process of mailing statements and/or collecting unpaid balances. Information shared may include copies or excerpts of your medical record that are necessary for payment of your account.

Emergencies: We may use or disclose you health information to notify, or assist in the notification of, a family member or person responsible for your care, in the event of any emergency involving your care, your location, your general condition, or your death. If at all possible we will provide you with an opportunity to approve or object to this use or disclosure. Under emergency conditions, or if you are incapacitated, we will use our professional judgment to disclose only that information directly relevant to your care.

Healthcare Operations: We will use and disclose your health information to keep our practice operable. Examples of personnel who may have access to this information include, but are not limited to, our records staff, outside health or management reviewers and individuals performing similar activities. Such activities may include, but are not limited to: utilization review, medical review, internal auditing, accreditation, certification, licensing, credentialing activities, and certain administrative, financial, and legal activities necessary to conduct our business. By signing this agreement, you acknowledge awareness that we may contact your insurance in order to bill.

Appointment Reminders or Cancellations: We may use or disclose your health information to provide you with an appointment reminder, including but not limited to voicemail messages, postcards, or letters. We may also need to disclose your health information to reach you to cancel an appointment or reschedule if necessary.

USES AND DISCLOSURES OF YOUR PHI IN SPECIAL CIRCUMSTANCES

Those Required by Law: We may use or disclose your health information when we are required to do so by law. (Court or administrative orders, subpoena, discovery request, or other lawful process.) We will use and disclose your information

when requested by national security, intelligence, and other State and Federal officials and/or if you are an inmate or otherwise under the custody of law enforcement.

National Security: The health information of Armed Forces personnel may be disclosed to military authorities under certain circumstances if the information is required for lawful intelligence, counter intelligence, or other national security activities.

Abuse or Neglect: We may disclose your health information to appropriate authorities if we have reasonable belief that you are a possible victim or perpetrator of abuse, neglect, or domestic violence or the possible victim or perpetrator of other crimes. This information will be disclosed only to the extent necessary to prevent a serious threat to your health or safety or that of others.

Regulatory Agencies: We may disclose your medical information to an oversight agency for activities authorized by law, including, but not limited to: licensure, certification, audits, investigations, and inspections.

Workers' Compensation: We may release health information about you for workers' compensation or similar programs.

YOUR PRIVACY RIGHTS AS OUR CLIENT

Access: Upon written request, you have the right to inspect and obtain copies of your health information (and/or that of an individual for whom you are a legal guardian) that we use to make decisions about your care. You must submit a written request to our center in order to inspect or obtain a copy of your health information. If you request a copy of the information, we may charge a fee for the costs of copying, mailing, labor, and supplies associated with your request. We may deny your request to inspect and/or obtain a copy in certain limited circumstances, however, you may request a review of our denial. Another licensed counseling professional chosen by us will conduct reviews. The person conducting the review will not be the person who denied your request, and we will comply with the outcome of the review.

Amendment: You have the right to amend your healthcare information, if you feel it is inaccurate or incomplete. Your request must be in writing and must include an explanation of why the information should be amended. Under certain circumstances, your request may be denied.

Accounting of Disclosures: You have the right to receive a list of non-routine disclosures we have made of your health care information for purposes other than treatment, payment, and/or health care operations. (When we make a routine disclosure of your information to a professional for treatment and/or payment purposes, we do not keep a record of routine disclosures: therefore these are not available.) You can request, in writing, non-routine disclosures going back 6 years starting on April 14, 2003. Information prior to that date would not have to be released. (Example: If you request information on May 15, 2004, the disclosure period would start on April 14, 2003 up to May 15, 2004. Disclosures prior to April 14, 2003 do not have to be made available.) We 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.

Authorization: We will obtain your written authorization for uses and disclosures that are not identified by this notice or permitted by applicable law. Any authorization you provide to us regarding the use and disclosure of your information may be revoked at any time **in writing**. After you revoke your authorization, we will no longer use or disclose your information for the reasons described in the authorization.

Restrictions: You have the right to request that we place additional restrictions on our use or disclosure of your health information for treatment, payment, or health care operations. You have a right to request that we restrict our disclosure of your PHI only to certain individuals involved in your care or the payment for your care. **We are not required to agree** to these additional restrictions, but if we do, we will abide by our agreement. (Except when required by law or in emergencies.) Please contact us if you want to further restrict access to your health care information. This request must be submitted in writing and must include the information you wish restricted, whether you are requesting to limit our center's use, disclosure, or both; and to whom you want limits to apply.

Questions and Complaints: You have the right to file a complaint with us if you feel we have not complied with our Privacy Policies. If you feel we may have violated your privacy rights, or if you disagree with a decision we make regarding your access to your health information, you can complain to us in writing by requesting a Complaint Form. We support your right to the privacy of your information and will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

CONTACTING US: Vineyard Counseling Center, 6000 Cooper Rd., Westerville, OH 43081, 614-259-5409