

# South Central Health and Rehabilitation Programs

## NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION

**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.**

### A. INTRODUCTION

During the course of providing services and care to you, South Central Health and Rehabilitation Program (*SCHARP*) gathers, creates, and retains certain personal information about you that identifies who you are and relates to your past, present, or future physical or mental condition, the provision of health care to you, and payment for your health care services. This personal information is characterized as your “protected health information.” This Notice of Privacy Practices describes how *SCHARP* maintains the confidentiality of your protected health information, and informs you about the possible uses and disclosures of such information. It also informs you about your rights with respect to your protected health information.

### B. *SCHARP*'s RESPONSIBILITIES

*SCHARP* is required by federal and state law to maintain the privacy of your protected health information. It is also required by law to provide you with this Notice of Privacy Practices that describes its legal duties and privacy practices with respect to your protected health information. *SCHARP* will abide by the terms of this Notice of Privacy Practices. It reserves the right to change this or any future Notice of Privacy Practices and to make the new notice provisions effective for all protected health information that it maintains, including protected health information already in its possession. If *SCHARP* changes its Notice of Privacy Practices, it will personally deliver or mail a revised notice to you at your current address.

### C. USE AND DISCLOSURE WITH YOUR AUTHORIZATION

*SCHARP* will require a written authorization from you before it uses or discloses your protected health information, unless a particular use or disclosure is expressly permitted or required by law without your authorization. It has prepared an authorization form for you to use that authorizes *SCHARP* to use or disclose protected information for the purposes set forth in the form. You are not required to sign the form as a condition to obtaining treatment or having your care paid for. If you sign an authorization, you may revoke it at any time by written notice. *SCHARP* then will not use or disclose your protected health information, except where it has already relied on your authorization.

**D. HOW *SCHARP* MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION WITHOUT YOUR AUTHORIZATION**

1. **Permissive Disclosures**

*SCHARP* may, in its discretion, use or disclose your protected health information without your written authorization in the following circumstances:

a. **Your Care and Treatment**

*SCHARP* may use or disclose your protected health information to provide you with or assist in your treatment, care and services. For example, *SCHARP* may disclose your health information to health care providers who are involved in your care to assist them in your diagnosis and treatment, as necessary. *SCHARP* may also disclose your protected health information to individuals who will be involved in your care if you leave *SCHARP*.

b. **Billing and Payment**

i. **Medicare, Medi-Cal, and Other Public or Private Health Insurers**

*SCHARP* may use or disclose your protected health information to public or private health insurers (including medical insurance carriers, HMOs, Medicare, and Medi-Cal) in order to bill and receive payment for your treatment and services that you receive at *SCHARP*. The information on or accompanying a bill may include information that identifies you, as well as your diagnosis, procedures, and supplies used.

ii. **Health Care Providers** - *SCHARP* may also disclose your protected health information to health care providers in order to allow them to determine if they are owed any reimbursement for care than they have furnished to you and, if so, how much is owed.

c. **Health Care Operations**

*SCHARP* may use your protected health information for health care operations at *SCHARP*. These uses and disclosures are necessary to manage *SCHARP* and to monitor our quality of services and care. For example, we may use your protected health information to review our services and to evaluate the performance of our staff in caring for you.

d. **Licensing and Accreditation**

*SCHARP* may disclose your protected health information to any government or private agency, such as the California Department of Health Services and the California Department of Social Services, responsible for licensing or accrediting *SCHARP* so that the agency can carry out its oversight activities. These oversight activities include audits, civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight.

- e. SCHARP Special Directory  
*SCHARP* maintains a Special Directory of clients to allow staff to provide certain basic information to members of the staff who serve *SCHARP* or to other persons who ask for clients by name. Unless you notify *SCHARP* that you object, it will include certain limited information about you, such as your name, your location in *SCHARP*, your general condition without giving specific medical information, mailbox number, phone number, your date of birth, and date of arrival in *SCHARP*. Telephone numbers and birthdays will not be disclosed to persons other than staff, family members and authorized persons.
- f. Individuals Involved in Your Care or Payment for Your Care  
 Unless you specifically object, *SCHARP* may disclose to a family member, other relative, a close personal friend, a personal representative, a conservator, an agent employed under a power of attorney for health care, or to any other person identified by you or who can make decisions on behalf of an incompetent client, all protected health information directly relevant to such person's involvement with your care or directly relevant to payment related to your care. *SCHARP* may also disclose your protected health information to these same individuals to assist in notifying them of your location, general condition, or death.
- g. Disaster Relief  
*SCHARP* may disclose your protected health information to a public or private entity authorized to assist in disaster relief efforts.
- h. Disclosures within Provider Community  
 Unless you specifically object, *SCHARP* may disclose certain general information about you (e.g., past activities, present interests, birthday, and location if hospitalized) to members of its community, including other clients and staff, by means such as newsletter or bulletin board.
- i. Business Associates  
*SCHARP* may contract with certain individuals or entities to provide services on its behalf. Examples include data processing, quality assurance, legal, or accounting services. *SCHARP* may disclose your protected health information to a business associate, as necessary, to allow the business associate to perform its functions on its behalf. *SCHARP* will have a contract with its business associates that obligate the business associates to maintain the confidentiality of your protected health information.
- j. Fundraising  
*SCHARP* may use certain protected health information to contact you in an effort to raise money for *SCHARP* and its operations. It may disclose the protected health information to business associates or to related foundations that it uses to raise funds for its own benefit. *SCHARP* will disclose only your name, address, and phone number and the dates you receive health care services. You may notify *SCHARP* in writing if you object to such disclosures.

- k. Research  
*SCHARP* may disclose your protected health information for research purposes, provided that an outside Institutional Review Board overseeing the research approves the disclosure of the information without a written authorization.
- l. Peer Review  
*SCHARP* may disclose your protected health information to hospital medical staffs to aid in the credentialing of applicants and in the peer review of members and to quality improvement organizations.
- m. Organ Procurement  
*SCHARP* may disclose your protected health information following your death to an organ procurement agency or tissue bank in order to aid in using your organs or tissues in transplantation.
- n. Medical Examiner or Funeral Directors  
*SCHARP* may disclose your protected health information to a medical examiner or funeral director to allow them to carry out their duties.
- o. Appointment Reminders  
*SCHARP* may use or disclose your protected health information to remind you about appointments.
- p. Treatment Alternatives or Health-Related Benefits and Services  
*SCHARP* may use or disclose your protected health information to inform you about treatment alternatives or health-related benefits and services that may be of interest to you.
- q. Members of Workforce  
It is *SCHARP*'s policy to allow members of its workforce to share clients' protected health information with one another to the extent necessary to permit them to perform their legitimate functions on its behalf. At the same time, *SCHARP* will work with and train its workforce members to ensure that there are no unnecessary or extraneous communications that will violate the rights of its clients to have the confidentiality of their protected health information maintained.
- r. Veterans  
*SCHARP* may use or disclose to components of the Department of Veterans Affairs medical information about you to determine whether you are eligible for certain benefits.
- s. Workers' Compensation  
*SCHARP* may use or disclose your protected health information to comply with laws relating to workers' compensation or similar programs.

2. **Mandatory Disclosures**

*SCHARP* will disclose protected health information to outside persons or entities without your written authorization as required by law in the following circumstances:

- a. **Court Order; Order of Administrative Tribunal**  
*SCHARP* will disclose protected health information in accordance with an order of a court of an administrative tribunal of a government agency.
- b. **Subpoena**  
*SCHARP* will disclose protected health information in accordance in accordance with a valid subpoena issued by a party to adjudication before a court, an administrative tribunal, or a private arbitrator. Reasonable efforts will be made to notify you of the subpoena, or of efforts to obtain an order or agreement protecting your protected health information.
- c. **Law Enforcement Agencies**  
*SCHARP* will disclose protected health information to law enforcement agencies in accordance with a search warrant, a court order or court-ordered subpoena, or an investigative subpoena or summons.
- d. **Coroner**  
*SCHARP* will disclose protected health information to a coroner where the coroner requests the information to identify a decedent; to notify a client's personal representative; or to investigate deaths that may involve public health concerns, suspicious circumstances, elder abuse, or organ or tissue donation.
- e. **Elder Abuse Reporting**  
*SCHARP* will disclose protected health information about a client who is suspected to be the victim of elder abuse to the extent necessary to complete any oral or written report mandated by law. Under certain circumstances, *SCHARP* may disclose further protected health information about the client to aid the investigating agency in performing its duties. *SCHARP* will promptly inform the client about any disclosure unless *SCHARP* believes that informing the client would place the client in danger of serious harm, or would be informing the client's personal representative, whom *SCHARP* believes to be responsible for the abuse, and believes that informing such person would not be in the client's best interest.
- f. **National Security and Intelligence Activities, Protected Services for the Pclient and Others**  
*SCHARP* will disclose protected health information about a client to authorized federal officials conducting national security and intelligence activities or as needed to provide protection to the Pclient of the United States, certain other persons or foreign heads of states, or to conduct certain special investigations.

- g. Other Disclosures Required by Law  
*SCHARP* will disclose protected health information about a client when otherwise required by law.

**E. YOUR RIGHTS REGARDING PROTECTED HEALTH INFORMATION**

You have the following rights with respect to your protected health information. To exercise these rights, contact *SCHARP* at the following address: *SCHARP, 5312 So. Vermont Ave., Los Angeles, CA 90037*, Attention: Privacy Official.

a. Right to Request Access

You have the right to inspect and copy your protected health information maintained by *SCHARP*. In certain limited circumstances, *SCHARP* may deny your request as permitted by law. However, you may be given an opportunity to have such denial reviewed by an independent licensed health care professional.

b. Right to Request Amendment

You have the right to request an amendment to your protected health information maintained by *SCHARP*. If your request for an amendment is denied, you will receive a written denial, including the reasons for such denial, and an opportunity to submit a written statement disagreeing with the denial.

c. Right to Request Restriction

You have the right to request restrictions on the use and disclosure of your protected health information for treatment, payment or health care operations, or providing notifications regarding your identity and status to persons inquiring about or involved in your care. *SCHARP* is not required to grant your request, but if it does, it will comply with your request, except in an emergency situation or until the restriction is terminated by you or *SCHARP*.

d. Right to Request Confidential Communications

You have the right to request that *SCHARP* communicate protected health information to the recipient by alternative means or at alternative locations.

e. Right to an Accounting

You have the right to receive an accounting of disclosures of your protected health information created and maintained by *SCHARP* over the six years prior to the date of your request or for a lesser period. *SCHARP* is not required to provide an accounting for the following disclosures:

- To carry our treatment, payment, and health care operations;
- To respond to your requests for access to protected health information;
- To include your information in the *SCHARP* Directory;
- To aid in the identification or care of a client; or
- To any recipient prior to April 14, 2003 or for protected health information created more than six years before the date of your request for an accounting.

f. Right to Receive a Copy of the Notice of Privacy Practices

You have the right to request and receive a copy of *SCHARP*'s Notice of Privacy Practices for Protected Health Information in written form.

**F. COMPLAINTS**

If you believe that your privacy rights have been violated, you may file a complaint with *SCHARP* at the following address: *5312 So. Vermont Ave., Los Angeles, CA 90037, Attention: Privacy Official*. You also have the right to submit a complaint to the Secretary of the U.S. Department of Health and Human Services, 50 United Nations Plaza – Room 322, San Francisco, CA 94102, Attention OCR Regional Manager. ***SCHARP* will not retaliate against you if you file a complaint.**

**G. FURTHER INFORMATION**

If you have questions about this Notice of Privacy of Practices or would like further information about your privacy rights, contact *SCHARP* at the following address: *5312 So. Vermont Ave., Los Angeles, CA 90037, Attention: Privacy Official*.

The effective date of this Notice of Privacy Practices is \_\_\_\_\_

I hereby acknowledge receipt from *SCHARP* of a copy of its Notice of Privacy Practices for Protected Health Information effective on the date set forth above.

Client: (Printed name) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Client's Representative:

(if signed on client's behalf) (Printed name): \_\_\_\_\_

Signature: \_\_\_\_\_

Relationship to Client: \_\_\_\_\_

Date: \_\_\_\_\_