

HIPAA Notice of Privacy Practices

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review this notice carefully.

1. **Understanding Your Protected Health Information (PHI)**

When you visit us, a record is made of your symptoms, examinations, test results, diagnoses, treatment plan, and other mental health or medical information. Your record is the physical property of the health care provider. The information within belongs to you. Being aware of what is in your record will help you to make more informed decisions when authorizing disclosures to others. In using and disclosing your PHI, it is our objective to follow the Privacy Standards of the Federal Health Insurance Portability and Accountability Act (HIPAA) and requirement of state law.

2. **Your Mental Health and/or Medical Record Serves as:**

- A basis for planning your care and treatment.
- A means of communication among the health professionals who may contribute to your care.
- A legal document describing the care you received.
- A means by which you or a third-party payer can verify that services billed were actually provided.
- A source of information for public health officials charged with improving the health of the nation.
- A source of data for facility planning and marketing
- A tool with which we can assess and continually work to improve the care we render and the outcomes we achieve.

3. **Responsibilities of NLC, PC.**

We are required to:

- Maintain the privacy of your PHI as required by law and provide you with notice of legal duties and privacy practices with respect to the PHI that we collect and maintain about you.
- Abide by the terms of this notice currently in effect. We have the right to change our notice of privacy practices and to make the new provisions effective for all protected health information that we maintain, including that obtained prior to the change. Should our information practices change, we will post new changes in the reception room and provide you with a copy.
- Notify you if we are unable to agree to a requested restriction.
- Use or disclose your health information only with your authorization except as described in this notice.

4. **Your Protected Health Information (PHI) Rights**

You have the right to:

- Review and obtain a paper copy of this notice of information practices and your health information upon request. A few exceptions apply. Copy charges may apply.
- Request and provide written authorization and permission to release PHI for purposes of outside treatment and health care. This authorization excludes psychotherapy notes and any audio/video tapes that may have been made with your permission for training purposes.
- Revoke your authorization in writing at any time to use, disclose, or restrict health information except to the extent that action has already been taken.
- Request a restriction on certain uses and disclosures of PHI, but we are not required to agree to the restriction request. You should address your restriction in writing to the Privacy Officer by asking for name of Privacy Officer, address, and phone. We will notify you within ten days if we cannot agree to the restriction.
- Request that we amend your health information by submitting a written request with reasons supporting the request to the Privacy Officer. We are not required to agree with the requested amendment.
- Obtain an accounting of disclosures of your health information for purposes other than treatment, payment, health care operations, and certain other activities for the past six years but not before April 14, 2003.
- Request confidential communications of your health information by alternative means or at alternatives locations.

5. **Disclosures for Treatment, Payment, and Health Operations**

NLC, PC will use your PHI, with your consent, in the following circumstances:

Treatment: Information obtained by a nurse, physician, psychologist/counselor, dentist, or other member of your health care team will be recorded in your record and used to determine the management and coordination of treatment that will be provided for you.

Disclosure to others outside of the agency: If you give us written authorization, you may revoke it in writing at any time but that revocation will not affect any use or disclosures permitted by your authorization while it was in effect. We will not use or disclose your health information without your authorization, except to report a serious threat to the health or safety of a child and/or vulnerable adult.

For payment, if applicable: We may send a bill to you or to your insurance carrier. The information on or accompanying the bill may include information that identifies you, as well as your diagnosis to obtain reimbursement for your health care or to determine eligibility or coverage.

For health care operations: Members of the mental health staff or members of the quality improvement team may use the information in your health record to assess the performance and operations of our services. This information will be used in an effort to continually improve the quality and effectiveness of the mental health care and services we provide.

We may use or disclose your PHI in the following situations without your authorization: as required by law, public health issues as required by law, communicable diseases, health oversight, abuse/neglect, Food and Drug Administration requirements, legal proceedings, law enforcement, coroners and organ donation, research, or workers' compensation. Under the law, we must make disclosures to you when required by the Secretary of the U.S. Department of Health and Human Services to investigate or determine our compliance with the requirements.

6. **Exceptions to General Rule For Uses and Disclosures of Your PHI That May Be Made Without Your Consent, Authorization or Opportunity to Object**

We may use or disclose your PHI in the following situations without your consent or authorization. These situations include:

6.1 Required By Law: We may use or disclose your PHI to the extent that Federal, State, or Local law require the use of disclosure. The use of disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. You will be notified, when required by law, of any such uses or disclosures.

6.2 Public Health: We may disclose your PHI for public health activities and purposes to a public health authority that is permitted by law to collect or receive the information. The disclosure will be made for the purpose of controlling disease, injury or disability. We may also disclose your PHI, if directed by the public health authority, to a foreign government agency that is in collaboration with the public health authority.

6.3 Communicable Diseases: We may disclose your PHI, if authorized by law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.

6.4 Health Oversight: We may disclose PHI to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws.

6.5 Abuse or Neglect: We may disclose your PHI to a public health authority that is authorized by law to receive reports of abuse or neglect. In addition, we may disclose your PHI to government entities or agencies authorized to receive such information if we believe that you have been a victim of abuse or neglect. In this case, the disclosure will be made consistent with the requirements of applicable federal and state laws.

6.6 Serious Threat to Health or Safety: We may, consistent with applicable law and ethical standards or conduct, use or disclose your PHI if we believe, in good faith, that such use or disclosure is necessary to prevent or lessen a serious and imminent threat to your health or safety or to the health or safety of the public.

6.7 Food and Drug Administration: We may disclose your PHI to a person or company required by the Food and Drug Administration to report adverse events, product defects or problems, biologic product

deviations; to track products; to enable product recalls; to make repairs or replacements, or to conduct post marketing surveillance, as required.

6.8 Specialized Government Functions: We may disclose your PHI when it relates to specialized government functions such as military and veteran's activities, national security and intelligence activities, protective services for the President and medical suitability or determination of the Department of State.

6.9 Legal Proceedings: We may disclose PHI in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), in certain conditions in response to a subpoena, discovery request or other lawful process.

6.10 Law Enforcement: We may also disclose PHI, so long as applicable legal requirements are met, for law enforcement purposes. These law enforcement purposes include 1) legal processes and otherwise required by law, 2) limited information requests for identification and location purposes, 3) suspicion that death or serious injury has occurred as a result of criminal conduct, 4) in the event that a crime occurs on the premises of New Hope, and 5) on the occurrence of a medical emergency when it is likely that a crime has occurred.

6.11 Workers' Compensation: We may disclose your PHI as authorized to comply with workers' compensation laws and other similar legally established programs.

6.12 Disaster Relief: We may use or disclose your PHI to an authorized public or private entity, such as the American Red Cross, to assist in disaster relief efforts and to coordinate notifications of your location with family or other individuals involved in your health care.

6.13. Required Uses and Disclosures: Under the law, we must make disclosures when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of the HIPAA Privacy Regulations and other Federal or State laws.

6.14. Coroners, Funeral Directors, and Organ Donation: We may disclose PHI to a coroner or medical examiner for identification purposes, determining cause of death, or for the coroner or medical examiner to perform other duties authorized by law. We may also disclose your PHI to a funeral director, as authorized by law, in order to permit the funeral director to carry out his/her duties.

7. **For more information or to Report a Problem**

If you have questions and would like additional information, please ask your clinician. He/she will provide you with additional information or put you in contact with the designated Privacy Officer. If you are concerned that your privacy rights have been violated or you disagree with a decision we have made about access to your health information, you may contact the Privacy Officer. We respect your right to privacy of your health information. There will be no retaliation in any way for filing a complaint with the Privacy Officer of our agency or the U.S. Department of Health and Human Services.

8. **Payment and Insurance Reimbursement**

Private Pay:

Clients are expected to pay the standard fee of the counselor at the beginning of each session unless other arrangements have been made. Telephone conversations, report writing and reading of e-mails, consultation with other professionals, release of information, travel time, etc. will be charged at the same rate, unless indicated or agreed otherwise. Please notify your therapist if any problems arise during the course of therapy regarding your ability to make timely payments.

Insurance and co-pays:

NLC will submit insurance forms and claims to contracted insurance companies for you. (Blue Cross/Wellmark, and any other insurance your counselor is covered by). You are responsible to call for pre-authorization and your coverage details. You are responsible to pay all co-pays, deductibles and non-covered charges at the beginning of each session unless other arrangements have been made. You are responsible for ALL non-covered charges and for charges incurred without prior pre-authorization from your insurance carrier. If you have insurance that NLC is not contracted with, NLC can provide you the appropriate insurance/receipt, which you may file for yourself, upon request. You must pay all fees up front and your insurance will reimburse you.

NOTE: You must be aware that submitting a mental health invoice or insurance claim, by either NLC or you, carries a certain amount of risk. Not all issues/conditions/problems, which are the focus of psychotherapy, are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

Telephone:

In the event you need to contact your therapist between sessions, 5 minutes per week is provided gratis. After 5 minutes, a prorated charge, according to your session fee, will be assessed.

Cancellation Policy:

You have two choices from which to choose from:

1. Cancellation policy: if you give 48 hours notice to your therapist that you do not plan to attend your scheduled appointment, you will be taken off the schedule without charge. However, without 48 hours notice, or a “no show” for your appointment, you will be charged the \$60.00 session fee. Please remit to NLC, 227 NW School St, Ankeny, IA 50023.
2. No cancellation/make-up policy:
In the event you cannot make your schedule appointment, you may have a phone consultation during your scheduled time. This would be appropriate for vacations, business, emergencies, illness, etc.

NOTE: Since missed “no show’s cannot be billed to insurance, you are responsible to pay all service charges.

Court:

- Consultation with lawyers, including phone, e-mail, faxes, and copies of documents will incur double the fee as is charged by NLC in the office, per 15 minute increments or any part thereof.
- Court appearances, depositions, subpoenas, affidavits, case preparations, etc. will be charged at double the normal fee, plus expenses. If travel is necessary it will include mileage reimbursement to and from the office. These charges are billed bas on half hour increments, prorated with a minimum of two hours.
- If a copy of your file is requested, it must be in writing with your authorized signature.