

## **Cascade Community Healthcare Privacy Notice**

THIS NOTICE DESCRIBES HOW MENTAL HEALTH AND DRUG AND ALCOHOL RELATED INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

### **General Information**

Information regarding your health care, including payment for health care, is protected by two federal laws: the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") 42 USC 1320d et seq., 45 CFR Parts 160 & 164, and the Confidentiality Law, 42 USC 290dd-2, 42 CFR Part 2. Under these laws, Cascade Community Healthcare (CCH) may not say to a person outside CCH that you attend the program, nor may CCH disclose any information identifying you as an alcohol or drug abuser, or disclose any other protected information except as permitted by federal law.

If you are receiving substance abuse treatment services from the CCH Chemical Dependency Services program (CCH CD Services), information that would identify you as a person seeking help for a substance abuse problem is protected under 42 CFR Part 2. In order to maintain operations and facilitate communication with other CCH providers involved in your care, this regulation permits us to establish a confidentiality agreement, known as a Qualified Service Organization Agreement (QSOA).

Under a QSOA, CCH CD Services is permitted to share, without your consent, information about the substance abuse care that you are receiving with CCH. However, the QSOA requires that CCH abide by these same federal confidentiality regulations in order to keep information about your chemical dependency treatment confidential. This means that CCH must handle and store your information in a way that maintains its confidentiality. CCH cannot release this confidential information to anyone except back to CCH CD Services. In addition, CCH must resist in all judicial proceedings, any attempt to access your protected information. Under no circumstances can CCH CD Services establish a QSOA with another organization providing similar substance abuse services or with law enforcement agencies. Only you can give written permission to CCH CD Services before information about your chemical dependency treatment can be shared with these types of organizations.

CCH must obtain your written consent before it can disclose information about your Chemical Dependency treatment for payment purposes. For example, CCH must obtain your written consent before it can disclose information to your health insurer in order to be paid for services. CCH must also obtain your written consent before using or disclosing your health information for marketing purposes or as a part of a sale of information. Generally, you must sign a written consent before CCH can share information for treatment purposes or for health care operations.

However, federal law permits CCH to disclose information without your written permission:

1. Pursuant to an agreement with a qualified service organization/business associate;
2. For research, audit or evaluations;
3. To report a crime committed on CCH's premises or against CCH personnel;
4. To medical personnel in a medical emergency;
5. To appropriate authorities to report suspected abuse or neglect;
6. As allowed by a court order or law;
7. Mental health records may be disclosed to 3<sup>rd</sup> party payors for services rendered.
8. As mandated by Washington state law relating to an individual's propensity to violence.

Before CCH can use or disclose any information about your health in a manner which is not described above, it must first obtain your specific written consent allowing it to make the disclosure. Any such written consent may be revoked by you in writing.

### **Your Rights**

Under HIPAA, you have the right to request restrictions on certain uses and disclosures of your health information. You have the right to restrict the disclosure of your health information to a health plan when you have paid out of pocket for a health service. CCH is not required to agree to other restrictions you may request, but if it does agree then it is bound by that agreement and may not use or disclose any information which you have restricted except as necessary in a medical emergency. You have the right to request that we communicate with you by alternative means or at an alternative location. CCH will accommodate such requests that are reasonable and will not request an explanation from you. Under HIPAA, you also have the

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right to inspect and copy your own health information maintained by CCH, except to the extent that the information contains psychotherapy notes or information compiled for use in a civil, criminal or administrative proceeding or in other limited circumstances.

Under HIPAA, you also have the right, with some exceptions, to amend health care information maintained in CCH's records, and to request and receive an accounting of disclosures of your health-related information made by CCH during the six years prior to your request. You have the right to opt out of receiving fundraising communications from CCH. You also have the right to receive a paper copy of this notice. You have the right to receive notice if any of your protected health information has been breached.

### **CCH's Duties**

CCH is required by law to maintain the privacy of your health information and to provide you with notice of its legal duties and privacy practices with respect to your health information. CCH is required by law to abide by the terms of this notice. CCH reserves the right to change the terms of this notice and to make new notice provisions effective for all protected health information it maintains. If there are changes in the laws regarding confidentiality, CCH will provide you with an updated notice regarding your rights and how health care information may/may not be shared.

### **Complaints and Reporting Violations**

You may complain to CCH and the Secretary of the United States Department of Health and Human Services if you believe that your privacy rights have been violated under HIPAA. You will not be retaliated against for filing such a complaint.

For complaints to CCH, you may contact the CCH Compliance Officer by telephone at 360-330-9044 or via email at [report@cascadementalhealth.org](mailto:report@cascadementalhealth.org). You may also make an anonymous report by fax to the attention of Compliance Officer at 360-237-5653 or through the Compliance Hotline at 360-807-2448.

Violation of the Confidentiality Law by a program is a crime. Suspected violations of the Confidentiality Law may be reported to the United States Attorney in the district where the violation occurs.

### **Contact**

For further information, contact the CCH compliance officer at 360-330-9044 or 2428 Reynolds Ave., Centralia, WA 98531.

### **SMS TEXTING TERMS AND CONDITIONS**

These SMS Texting Terms and Conditions ("SMS Terms and Conditions") apply to individuals who have subscribed, consented, or have otherwise been enrolled by Cascade Community Health Care ("CCH") to receive text messages ("CCH") or its agents (those individuals hereinafter called "Recipient"). By accessing and using CCH SMS Texting, the Recipient accepts and agrees to be bound, without limitation or qualification, by these SMS Terms and Conditions and CCH's Privacy Policy and Legal Notices. SMS consent is not shared with third parties for marketing purposes. Text messages will vary in frequency. Message and data rates may apply. The recipient may request an additional text message, including relevant contact information, by replying "HELP" to the text message received. For assistance, text HELP or visit our website at [www.cascadecommunityhealthcare.org](http://www.cascadecommunityhealthcare.org). Additionally, the recipient may opt out of CCH SMS Texting by replying "STOP" from their mobile phone. Recipients may receive one final confirmation text message from CCH stating they will no longer receive text messages from that shortcode.

### **Acknowledgement**

I understand that I might be denied services if I refuse to consent to a disclosure for purposes of treatment, payment, or health care operations, if permitted by state law. I will not be denied services if I refuse to consent to a disclosure for other purposes.

I hereby acknowledge that I received a copy of this notice.

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Signature of Client

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Date