



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 it carefully.

Contact Our Risk & Compliance Officer at 316-284-6423 or email info@pvi.org

WHY WE ARE PROVIDING THIS NOTICE:

Prairie View compiles information relating to you and the treatment and services you receive. This information is called protected health information (PHI) and is maintained in a designated record set. We may use and disclose this information in various ways. Sometimes your agreement or authorization is necessary for us to use or disclose your information and sometimes it is not. This Notice describes how we use and disclose your protected health information, your rights, and how to file a complaint concerning a violation of the privacy or security of your PHI, or of your rights concerning your information. We are required by law to give you this Notice, and we are required to follow it. We may change this Notice at any time if the law changes or when our policies change. You may access this Notice at our website: <http://www.prairieview.org/>.

As a behavioral health and drug and alcohol treatment provider, we are covered by two distinct federal laws that protect the privacy and confidentiality of information about your health, health care, and payment for services related to your health. This policy outlines how prairie view discloses both PHI for both behavioral health and drug and alcohol treatment. Federal law protects the confidentiality of Substance Use Disorder patient records.

- Confidentiality of Alcohol and Drug Abuse Patient Information (42 C.F.R. Part 2): "42 C.F.R. Part 2 protects health information that identifies you as being a patient in a drug or alcohol program, or as having a drug or alcohol problem. This includes persons who have applied for, participated in, or received an interview, counseling, or any other service from a federally assisted alcohol or drug abuse program. This means that we may not acknowledge to a person outside of the program whether you are a current or former patient, nor can we disclose any information identifying you as an alcohol or drug abuser (except under certain conditions which are outlined in this Notice)."
- Health Insurance Portability and Accountability Act (HIPAA) Privacy Regulations (45 C.F.R. Parts 160 and 164): "HIPAA protects all health information which identifies an individual, not just drug and alcohol related information."

USES AND DISCLOSURES OF YOUR HEALTH INFORMATION THAT MAY BE MADE *WITHOUT YOUR AUTHORIZATION*:

1. For Your Treatment. We may share your protected health information with other treatment providers. For example, information regarding your mental health may be shared with your primary care physician.
2. For Payment. We may share your protected health information with anyone who may pay for your treatment. For example, we may need to obtain a pre-authorization for treatment or send your health information to an insurance company so it may pay for treatment. However, if you pay out of pocket in full for your treatment and make a specific request that we not send information to your insurance company for that treatment, we will not send that information to your insurer except under certain circumstances.
3. For Our Healthcare Operations. We may use and disclose your protected health information when it is necessary for us to function as a business. For example, when we contract with other businesses to do specific tasks for us, we may share your protected health information related to those tasks. When we do this, the business agrees in the contract to protect your health information and use and disclose such health information only to the extent Prairie View would be able to do so, including a statement in which the agent or agency agrees to abide by applicable federal law and related regulations (42 C.F.R. Part 2 and HIPAA). These businesses are called Business Associates. We may disclose information to government agencies that regulate a program (state licensure or certification agencies), and peer review organizations that conduct program audits or evaluations (the Joint Commission on

Accreditation of Healthcare Organizations). Any reports compiled as a result of these activities will not disclose, directly or indirectly, any individual patient identity. These examples are for illustration only and do not constitute an exclusive list of all the potential uses and disclosures that may be made for health care operations.

4. For Medical Emergencies. We may disclose your PHI to medical personnel to the extent necessary to treat a condition which poses an immediate threat to your health, and which requires immediate medical intervention.
5. For Appointment Reminders. We may use your protected health information to remind you of appointments, including leaving a voicemail message, sending a text message, and/or sending an email.
6. For Surveys. We may use and disclose your protected health information to contact you to assess your satisfaction with our services.
7. For Providing Your Information on Treatment Alternatives or Other Services. We may use and disclose protected health information to tell you about or recommend possible treatment options or alternatives that may be of interest to you. We may also use and disclose protected health information to tell you about health-related benefits or services that may be of interest to you. In some cases the facility may receive payment for these activities. We will give you the opportunity to let us know if you no longer wish to receive this type of information.
8. To Discuss Your Treatment with Other People Who Are Involved with Your Care. We may disclose your health information to a friend or family member who is involved in your care. We may also disclose your health information to an organization assisting in a disaster relief effort so that your family can be notified about your condition, status, and location. Prairie View may use or disclose your protected health information to other staff within its programs, or to an entity having direct administrative control over the programs, if the recipient needs the information in connection with duties that arise out of the provision of diagnosis, treatment, referral or coordination of care. For example, substance use disorder services Counselors may consult among themselves if their work facilitating your treatment so requires.
9. We may disclose to a parent or guardian, or other person authorized under state law to act on behalf of a minor, those facts about a minor which are relevant to reduce a threat to the life or physical wellbeing of the minor or any other individual, if the Substance Use Disorder Program Director judges that the threat will be reduced by communicating the relevant facts to such a person.
10. Incompetent or Deceased Patients. Legal guardians appointed by the court may sign consent forms on behalf of an individual who has been declared incompetent by a court. If a patient has not been declared incompetent by the court, but the Program Director determines that his or her medical conditions prevents "knowing or effective action on his or her own behalf," the Program Director may authorize disclosures without patient consent for the sole purpose of obtaining payment for services from a third-party payer. PHI of deceased patients may be disclosed through authorization of a personal representative, guardian, or other person authorized by state law in accordance with HIPAA and 42 C.F.R. Part 2.
11. Research. Under certain circumstances, we may use and disclose your protected health information for medical research. All research projects, however, are subject to a special approval process. Before we use or disclose your health information for research, the project will have been approved.
12. As Required By Law. We will disclose your protected health information when the law requires us to do so.
13. To Avert a Serious Threat to Health or Safety. We may use and disclose your protected health information when necessary to prevent a serious threat to your health and safety or the health and safety of another person. This is also referred to as Duty To Warn.
14. Organ and Tissue Donation. We may use or disclose your protected health information to an organ donation bank or to other organizations that handle organ procurement to assist with organ or tissue donation and transplantation.
15. Military and Veterans. The protected health information of members of the United States Armed Forces and members of a foreign military authority may be disclosed as required by military command authorities.

16. Employers. We may disclose your protected health information to your employer if we provide you with health care services at your employer's request and the services are related to an evaluation for medical surveillance of the workplace or to evaluate whether you have a work-related illness or injury. Prairie View staff will make reasonable attempts to notify you when we make this type of disclosure.
17. Workers' Compensation. We may release your protected health information for workers' compensation or similar programs providing you benefits for work-related injuries or illness.
18. Public Health Risks. We may disclose your protected health information for public health activities which include the prevention or control of disease, injury or disability; to report births and deaths; to report child abuse or neglect; to report reactions to medications or problems with products; to notify people of recalls of devices or products; to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; or to notify the appropriate government authority if we believe you have been the victim of abuse, neglect or domestic violence. If you agree, we can provide immunization information to schools.
19. Health Oversight Activities. We may disclose your protected health information to a health oversight agency for activities authorized by law. These activities are necessary for the government to monitor the health care system, government programs, and civil rights laws.
20. Legal Proceedings. We may disclose your protected health information when we receive a court or administrative order. We may also disclose your protected health information if we get a subpoena, or another type of discovery request. If there is no court order or judicial subpoena, the attorneys must make an effort to tell you about the request for your protected health information.
21. Treatment, Payment, and Health Care Operations (TPO). Records that are disclosed to a 42 C.F.R. Part 2 program, covered entity, or business associate pursuant to the patient's written consent for TPO may be further disclosed by that Part 2 program, covered entity, or business associate, without the patient's written consent, to the extent the HIPAA regulations permit such disclosure.
22. Law Enforcement. When a law enforcement official requests your protected health information, it may be disclosed in response to a court order, subpoena, warrant, summons, or similar process. It may also be disclosed to help law enforcement identify or locate a suspect, fugitive, material witness, or missing person. We may also disclose protected health information about the victim of a crime; about a death we believe may be the result of criminal conduct; about criminal conduct at Prairie View; or in an emergency to report a crime, the location of the crime, victims of the crime, or to identify the person who committed the crime.
23. Coroners, Medical Examiners, and Funeral Directors. We may disclose your protected health information to a coroner, medical examiner, or a funeral director.
24. National Security and Intelligence Activities. When authorized by law, we may disclose your protected health information to federal officials for intelligence, counterintelligence, and other national security activities.
25. Protective Services for the President and Others. We may disclose your protected health information to certain federal officials so they may provide protection to the President, other persons, or foreign heads of state, or to conduct special investigations.
26. Inmates or Persons in Custody. If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release your protected health information to the correctional institution or a law enforcement official when it is necessary for the institution to provide you with health care; when it is necessary to protect your health and safety or the health and safety of others; or when it is necessary for the safety and security of the correctional institution.
27. Fundraising. We may send you information as part of our fundraising activities. You have the right to opt out of receiving this type of communication.

OTHER USES AND DISCLOSURES:

1. Most uses and disclosures of psychotherapy notes, uses and disclosures for marketing purposes, and uses and disclosures that constitute a sale of protected health information require your authorization. HIPAA has a specific and narrow definition for "psychotherapy notes," and mental health records generally are not included. Prairie View does not have protected health information that meets HIPAA's definition of psychotherapy notes. Your authorization is necessary for a provider to disclose psychotherapy notes. Substance use disorder counseling notes do require a separate written consent and cannot be combined with other authorizations.
2. A patient may provide a single consent for all future uses or disclosures for treatment, payment, and health care operations (TPO) purposes.
3. There are some circumstances when we directly or indirectly receive a financial (e.g., monetary payment) or non-financial (e.g., in-kind item or service) benefit from a use or disclosure of your protected health information. Your authorization is necessary for us to sell your protected health information. Your authorization is also necessary for some marketing uses of your protected health information.
4. Other uses and disclosures of your protected health information not covered by this Notice or the laws that apply to us will be made only with your written authorization. You may revoke your authorization in writing at any time, provided you notify us. If you revoke your authorization, it will not take back any disclosures we have already made.
5. If you were mandated to treatment through the criminal legal system (including drug court, probation, or parole) and you sign a consent authorizing disclosures to elements of the criminal legal system such as the court, probation officers, parole officers, prosecutors, or other law enforcement, your right to revoke consent may be more limited. Revocation of consent to release information in this instance could lead to a finding of non-compliance by the criminal legal system, jeopardizing your legal status.
6. Records, or testimony relaying the content of such records, shall not be used or disclosed in any civil, administrative, criminal, or legislative proceedings against you unless based on your specific written consent or a court order. Records shall only be used or disclosed based on a court order after notice and an opportunity to be heard is provided to you (the patient) and/or the holder of the record, where required by 42 USC § 290dd-2 and 42 CFR Part 2. A court order authorizing use or disclosure must be accompanied by a subpoena or other similar legal mandate compelling disclosure before the record is used or disclosed.

YOUR HEALTH INFORMATION RIGHTS:

1. Right to Access. You have the right to access, or to inspect and obtain a copy of your protected health information. To exercise this right, you should contact the Risk & Compliance Officer because you must complete a specific form so we have the information we need to process your request. You may request that your records be provided in an electronic format and we can work together to agree on an appropriate electronic format. Or you can receive your records in a paper copy. You may also direct that your protected health information be sent in electronic format to another individual. You may be charged a reasonable fee for access. We can refuse access under certain circumstances. If we refuse access, we will tell you in writing and in some circumstances you may ask that a neutral person review the refusal.
2. Right to Amend Your Records. If you feel that your protected health information is incorrect or incomplete, you may ask that we amend your health records. To exercise this right, you must contact the Risk & Compliance Officer to complete a specific form stating your reason for the request and other information that we need to process your request. We can refuse your request if we did not create the information, if the information is not part of the information we maintain, if the information is part of information that you were denied access to, or if the information is accurate and complete as written. You will be notified in writing if your request is refused and you will be provided an opportunity to have your request included in your protected health information.
3. Right to an Accounting. You have a right to an accounting of disclosures of your protected health information that is maintained in a designated record set. This is a list of persons, government agencies, or businesses who have obtained your health information. To exercise this right, you should contact the Risk & Compliance Officer because

you must complete a specific form to provide us with the information that we need to process your request. There are specific time limits on such requests. You have the right to one accounting per year at no cost.

4. Right to a Restriction. You have the right to ask us to restrict disclosures of your protected health information. To exercise this right, you should contact the Risk & Compliance Officer because you must complete a specific form to provide us with the information that we need to process your request. If you self-pay for a service and do not want your health information to go to a third party payer, we will not send the information, unless it has already been sent or there is another specific reason we cannot accept your request. For example, if your treatment is a bundled service and cannot be unbundled and you do not wish to pay for the entire bundle, or the law requires us to bill the third party payer (e.g., a governmental payer), we cannot accept your request. We do not have to agree to any other restriction. If we have previously agreed to another type of restriction, we may end that restriction. If we end a restriction, we will inform you in writing.
5. Right to Communication Accommodation. You have the right to request that we communicate with you in a certain way or at a specific location. To exercise this right, you should contact the Risk & Compliance Officer because you must complete a specific form to provide us the information that we need to process your request.
6. Breach Notification. You have the right to be notified if we determine that there has been a breach of your protected health information.
7. Right to Obtain the Notice of Privacy Practices. You have the right to have a paper copy of this Notice. You may request a copy from the Risk & Compliance Officer or you may go to our website at <http://www.prairieview.org/>.
8. Right to File a Complaint. If you believe your privacy rights as described in this Notice have been violated, you may file a written complaint with our Risk & Compliance Officer or with the U.S. Department of Health and Human Services – Office for Civil Rights (Regional Office at Kansas City), 601 East 12th Street Room 248, Kansas City MO 64106, 816.426.7277, or through www.hhs.gov/ocr/privacy/hipaa/complaints/index.html. You will not be penalized for filing a complaint. A patient is not required to report an alleged violation either to Prairie View, Inc or the Secretary but may report to either or both. In order to file a complaint with Prairie View, contact Risk and Compliance at 316-284-6423 or email info@pvi.org.

COMMUNICATION, TREATMENT & FINANCIAL CONSENT:

Prairie View offers patients or the patients' designees the opportunity to communicate by email or text message. Transmitting patient information by email or text message, however, has a number of risks that patients should consider before using email or text message. These include circulation and storage in paper and electronic files; receipt by unintended recipients; interception, alteration and falsification of messages without authorization or detection; the ability to use email and text messages as evidence in court; and more.

Prairie View will use reasonable means to protect the security and confidentiality of email and text message information sent and received. However, because of the risks outlined above, Prairie View cannot guarantee the security and confidentiality of email and text message communication, and will not be liable for improper disclosure of confidential information that is not caused by Prairie View's intentional misconduct. Thus, patients must consent to the use of email and text message for patient information.

"Telemedicine" or "telehealth" is available for some Prairie View services to better serve the needs of our communities. Using telemedicine, you may be evaluated and treated by a provider from a distant location. Services performed via telemedicine will be licensed in the state of Kansas, and you will be informed as to what type of license they have. You will be informed if any additional personnel are present at the distant location and will have a chance to request that they not be present. Prairie View will make every effort to protect your privacy and confidentiality for telemedicine services. The potential of the interactive video communications being intercepted is similar to the potential of a phone call being intercepted.

Your participation in telemedicine is voluntary, and you may refuse to participate or decide to stop participation at any time. If you refuse to participate or decide to stop participation, you may seek traditional behavioral health care services through Prairie View (if available) or another provider of your choice. This could result in delays in service, need to travel, or the risks associated with having a delay in behavioral health care services.

Prairie View may use tools to assist with documentation that utilize artificial intelligence, or “AI,” to generate clinical notes during or after services. Providers are responsible for reviewing, editing and approving all documentation before it becomes part of the medical record. The use of an AI tool may be declined at any time.

An insurance policy is an agreement between the insurance company(ies) and you; Prairie View is not a party to that agreement. Prairie View and your insurance company(ies) have the right to discuss your insurance benefits. Prairie View may help you fill out forms needed to receive benefits from your insurance company(ies). Any amount paid directly to Prairie View on your behalf will be credited to your account. Payment of authorized benefits for services furnished by Prairie View will be made directly to Prairie View. In the event you are paid directly by an insurance company, you agree to promptly pay Prairie View.

Eligibility for an adjusted fee is determined by income and county of residence and is intended primarily to benefit uninsured and underinsured patients. Information on applying for an adjusted fee is located in Prairie View's *Financial Assistance Policy* and *Plain Language Summary – Financial Assistance*.

CHANGES TO THIS NOTICE:

We reserve the right to change this Notice at any time. We reserve the right to make the revised Notice effective for protected health information that we currently maintain in our possession, as well as for any protected health information we receive, use, or disclose in the future. A current copy of the Notice will be posted at our service sites, on our Internet site at www.pvi.org, or you may request a copy by contacting Risk and Compliance at 316-284-6423 or email: info@pvi.org.