

# Divine Health Group Initial Forms

## *Client's Rights & Responsibilities*

- You have the right to receive information about Divine Health Group services, benefits, providers, client's rights and responsibilities and clinical guidelines. You have a right to receive this information in a manner and format that is understandable and appropriate to your condition
- You are responsible for understanding your benefits, what's covered and what's not covered.
- You are responsible for understanding that you may be responsible for payment of services you receive that are not included in the Covered Services List for your coverage type.
- You have the right to receive oral interpretation services free of charge for any materials in any language.
- You have a right to be treated with courtesy, respect and dignity by all staff as a respected client at Divine Health Group. DHG prohibits unlawful discrimination based on race, color, religion, national origin, gender, age, veteran status, disability, gender expression, health status, sexual orientation, marital status, or social economic status. You have the right to receive culturally appropriate and competent services from staff.
- It is your responsibility to treat the staff at Divine Health Group with courtesy, respect & dignity as well.
- You have the right to have all communication regarding your health information kept confidential by DHG staff and contracted providers, to the extent required by law.
- You have a right to receive services that fit your needs, the right to participate in the development of mutually agreed upon treatment goals and the right to actively participate in decisions regarding your health care.
- It is your responsibility to inform your provider of your needs.
- It is your responsibility to provide information, to the best of your ability, to DHG treating providers that is necessary to ensure effective healthcare for you.
- It is your responsibility, to the best of your ability, to understand your healthcare needs and participate in your treatment including developing, following and revising as necessary, mutually agreed upon treatment and aftercare plans.
- You have a right to have your provider tell you about the available treatment options and alternatives, and any medication that may be used, including the benefits, risks, and side effects. Family member may be included when appropriate and/or requested. Treatment planning discussions may include all appropriate and medically necessary treatment options, regardless of benefit design and/or cost implications. This information will be presented to you in a format appropriate to your condition and ability to understand, as well as in an alternative format if you have a visual, reading, or other limitation that may keep you from understanding the information communicated to you. You have a right to refuse treatment, to the extent allowed by the law, as a willing client of Divine Health Group unless there becomes an emergency in which you may be dangerous to yourself or others, or gravely disabled due to a mental illness, or in those cases where a court order requires your participation in receiving services.
- It is your responsibility to tell your provider when you do not understand or disagree with your treatment plan or want to change it.
- It is your responsibility to tell your provider when you want to find out more information about services, when you experience any risks or side effects from medication, when you want to end treatment or change clinicians.
- It is your responsibility to take medications as agreed upon between you and your provider.
- It is your responsibility to come to appointments on time and call the office if you will be late or not able to keep your appointment.
- As part of the admission process at DHG, you will be asked to sign a form called, Consent for Treatment and Acknowledgement of Information Received.
- It is your responsibility to ask questions as they arise
- You have the right to decide who will make medical decisions for you if you cannot make them.
- You have the right to give or refuse consent for treatment and give or refuse consent for communication of treatment information to any additional providers or organizations.
- You are responsible for carrying your HP/MCO member ID card and showing the card whenever you seek treatment.
- You have the right to obtain information regarding your own treatment record with signed consent in a timely manner and have the right to request an amendment or correction be made to your medical records.
- Mental health professionals are required to maintain records of the people they serve, 18 years of age and

older, for a period of ten (10) years from the date of termination of services. Under Colorado law (C.R.S. 12-43-224), if you feel we have violated the law regarding maintenance of records for an individual 18 years of age and older, you must file your complaint or other notice with the Division of Professions and Occupations within seven (7) years after you discover or reasonably should have discovered the violation. All records will be maintained as required under Colorado law. Please be advised that records for an individual 18 years of age and older may not be maintained after the seven-year period.

- Divine Health Group is committed to protecting your Protected Health Information (PHI) which is the health and treatment information that becomes part of your client record. Complete information regarding how we may use and disclose information about you, either with or without your permission, can be found in our Notice of Privacy Practices.
- It is your responsibility to report to DHG if you feel your privacy has been violated.
- You have the following rights regarding your Protected Health Information (PHI):
- The right to inspect and request a copy of the health information that may be used to make decisions about your care. A reasonable fee to cover the costs of copies will be charged to you.
- The right to ask for the PHI to be amended if you feel the information is not complete or not correct
- The right to request a restriction or limitation on the PHI disclosed about you
- The right to request an accounting or list of disclosures of PHI made about you
- The right to request to be contacted at a certain telephone number and/or address.
- It is your responsibility to ask if you don't understand these rights.
- It is your responsibility to give advanced notice in writing to your provider, Client Advocate or Compliance Officer so you can look at your PHI.
- It is your responsibility to tell your care manager which telephone number and/or address you want to be contacted at.
- You have a right to file a complaint concerning the denial of services or treatment. The staff at Divine Health Group will inform you of the rules and help you with the grievance process. The services you receive will not be at risk and you will not be punished for filing a complaint. If you are not satisfied with the outcome of your complaint, you may contact the Office of Member and Family Affairs at (800) 804-5040.
- It is your responsibility to start the complaint process by talking to the staff at Divine Health Group.
- You have the right to submit a complaint or concern (or have a designee do so on your behalf), verbally or in writing, about the care you have received
- If it is necessary to change your provider, you will be given reasons for the change (if professionally appropriate) and DHG staff will seek your cooperation so the transfer process from one clinician to another will go smoothly.
- It is your responsibility to ask questions about the change taking place and cooperate with the transfer to a new clinician.
- You have the right to end your treatment at Divine Health Group. DHG also has the right to end services provided to you for clinical reasons or in special circumstances.
- It is your responsibility to ask questions if you do not understand why treatment is ending.
- You have the right to have an Advanced Directive. You have a right to receive services whether or not you have an Advanced Directive.
- You have the right to contact Beacon's Office of Ombudsman at (888) 204-5581 to obtain a copy of Beacon's member rights and responsibilities statement. You may make recommendations about the member rights and responsibilities statement to the Ombudsperson.
- You have the right to participate in the Beacon Advisory Council. You may make recommendations about the member rights and responsibilities statement to the council.
- You have the right to exercise these rights without having your treatment adversely affected in any way.
- You have the right to be free from restraint and seclusion as a means of coercion, discipline, convenience, or retaliation.
- You have the right to access emergency care 24 hours a day, 7 days a week.

#### *Financial Disclaimer*

- Thank you for choosing Divine Health Group (DHG) as your integrated health care system. This Payment Agreement/Financial Disclaimer addresses payment for all services including; physical health, cosmetic treatments, primary care, behavioral health, and substance use disorder services.

- Before receiving services, it is required that you read, sign, and agree to this Payment Agreement/Financial Disclaimer. Please understand that payment for services provided are part of your patient responsibilities. Collection of co-pays and fee payments gives DHG the needed financial resources to continue providing quality health care to you.
- Applicable payment for services is required before all health care services being rendered. DHG does not restrict services based on your ability to pay, but does expect payment at the time of service, unless it is determined that you require urgent care/emergency care. If a fee is applicable for the service you are receiving, you will be asked for payment at the time of the appointment. If payment is not made, you will be billed for the service fee.
- If you are a Self-Pay client receiving services, you may qualify for a reduced rate for services. You will be provided a Sliding Fee Application to determine your fee for services. Your fee is determined by your gross annual income and number of people supported by that income. You will be required to provide proof of income or attest to a lack of income. You will be billed for the total amount of the service provided. If you qualify for a reduced rate, a payment towards your fee is still expected at the time of service. You are financially responsible for payment of fees established using the sliding fee scale and any charges billed at full fee.
- DHG accepts cash, checks, Visa or MasterCard for fees. In the event a check/electronic payment is returned to DHG due to insufficient funds, a \$20.00 returned payment fee will be charged to the client.
- It is your responsibility to provide DHG with current insurance information. DHG may accept assignment of benefits, however, we do require that you pay any co-payments before services are provided.
- All charges are your responsibility. As a courtesy to you, DHG will submit claims to your insurance/payer sources. However, if your insurance/payer source reduces the amount or denies the claim for any reason, the balance of the claim will be your responsibility. Your insurance policy is a contract between you and your insurance company. DHG is not a party to that contract. If your insurance/payer source has not paid your account within 120 days (4 months), or if there are services your insurance/payer source will not cover, the balance will be your responsibility. Co-payments required by insurance plans/payer sources are due before you receive services.
- DHG is committed to providing the best treatment for our clients. You are responsible for payment regardless of any insurance company's/payer sources arbitrary determination of usual and customary rates. By signing this agreement you are allowing DHG to share necessary health and treatment information that includes, but is not limited to medical, mental health and substance use disorder information to bill for the services received from DHG and to collect payment from payers, such as the Office of Behavioral Health (OBH), Health First Colorado (Medicaid), an individual paying for care, or insurance company and the authorized contractors, subcontractors and legal representatives. You understand that billing for services is the responsibility of DHG to carry out payment and related health care operation activities. We ask that the person, company or agency paying for care send payment directly to DHG.
- By signing this document, you are stating that you understand that you are financially responsible for all charges not covered by insurance. And acknowledge responsibility to provide DHG with current client and insurance information

#### *Limits of Confidentiality*

- What is said in a treatment, intake or assessment session is considered confidential. Verbal information and written records about a client cannot be shared with other people without the written consent of the client or the client's legal guardian except in the following conditions:
- Duty to Warn and Protect: When a client says they plan to harm another person, Divine Health Group is required to warn the threatened person and report the threat to law enforcement. If a client states or implies they are suicidal, Divine Health Group is required to take necessary and appropriate action to assure the client's safety.
- Abuse of Children and Vulnerable Adults: If a client states or suggests that he or she has abused or is in danger of abusing a child (or vulnerable adult) Divine Health Group is required to report this information to the appropriate Department of Human Services and/or legal authorities.
- Prenatal Exposure to Controlled Substances: Divine Health Group is required to report admitted prenatal exposure to controlled substances that are potentially harmful.
- In the Event of a Client's Death: In the event of a client's death, the individual's records may only be

disclosed to the individual's "personal representative." A personal representative is defined as an executor, administrator, or other person who has authority to act on behalf of the deceased individual or the individual's estate. A deceased client's records may be disclosed to funeral directors as needed, and to coroners or medical examiners to identify the deceased person, determine the cause of death and perform other functions authorized by law.

- Professional Misconduct: Professional misconduct by a health care professional must be reported by other health care professionals. In cases in which a professional or legal disciplinary meeting is held regarding the health care professional's actions, related records may be released in order to substantiate disciplinary concerns.
- Court Orders: Health care professionals are required to release records of clients when ordered to do so by a court of law.
- Minors/Guardianship: Parents or legal guardians of non-emancipated, minor children have the right to access the child's records as congruent with current behavioral health regulations and the law.
- Other Provisions: When fees for services are not paid in a timely manner, collection agencies may be utilized in collecting unpaid debts. The specific content of the services (e.g., diagnosis, treatment plan, case notes, testing) is not disclosed. If a debt remains unpaid, it may be reported to credit agencies and the client's credit report may state the amount owed, time frame, and the name of the agency.
- Insurance companies and other third-party payers are given information that they request regarding services to clients, unless restricted through the client's formal request as allowed in the HIPAA/HITECH Act of 2010. Information which may be requested includes type of services, dates/times of services, diagnosis, treatment plan, description of impairment, progress of therapy, case notes, and summaries.
- Information about clients may be disclosed in consultations with other professionals in order to provide the best possible treatment and coordination of care.
- Additional information about disclosures is described in the Notice of Privacy Practices

#### *Mandatory Disclosure Form*

- At Divine Health Group every unlicensed or licensed staff information is available upon request:
- The staff's name, business address, business phone number, educational degrees, licenses, certifications and credentials.
- Information about the methods of treatment, techniques, and fee structure
- Information that the patient may seek a second opinion from another professional or may terminate treatment at any time.
- The information provided by the patient during sessions is legally confidential and can't be released without the patient's consent except as stated in the Notice of Privacy Practices. All patients have received a copy of the Notice of Privacy Practices. Certain legal exceptions will be identified by the provider should any such situation arise during treatment.
- In a professional relationship, sexual intimacy is never appropriate and should be reported to the board that licenses, registers, or certifies the licensee, registrant or certificate holder.
- The disclosure of information is not required when treatment is being administered in an emergency, pursuant to a court order, for forensic evaluation only, when the patient is in the physical custody of either the department of corrections or the department of human services, or when the patient is incapable of understanding such disclosure and has no guardian to whom disclosure can be made.
- Regulatory requirement Information:
- Licensed Clinical Social Worker, Licensed Marriage and Family Therapists, and Licensed Professional Counselor- masters degree in profession and two years of post-masters supervision
- Licensed Psychologist- doctorate degree in psychology and one year of post-doctoral supervision
- Licensed Social Worker- masters degree in social work
- Psychologist Candidate, Marriage & Family Therapist Candidate, Licensed Professional Counselor Candidate necessary licensing degree, must be in process of completing required supervision for licensure
- Certified Addiction Technician (CAT)- high school graduate, complete required training hours, 1,000 hours supervised experience
- Certified Addiction Specialist (CAS)- Bachelor's degree: Behavioral Health specialty (Psychology, Social Work, Human Services), clinically supervised work experience hours - 2,000 direct clinically supervised hours(1000 additional direct clinical hours beyond the CAT) complete training hours and 2,000 hours

supervised experience

- Licensed Addiction Counselor- clinical masters degree and meet the CAT and CAS requirements
- Registered Psychotherapist- registered with the State Board of Registered Psychotherapists, not licensed or certified, and no degree, training or experience is required.
- Nurse Practitioner- Master's degree with 750 clinical hours supervised, board certification, state licensure
- Doctor- doctorate degree in medicine, 5 years of residency training, current state medical license and Federal DEA
- Divine Health Group staff are supervised by qualified, credentialed staff who review their clinical work on a regular basis. You may be contacted by the State of Colorado or other regulatory agencies to ask your opinion about the services you have received from Divine Health Group.
- Mental health professionals are required to maintain records of the people they serve, 18 years of age and older, for a period of ten (10) years from the date of termination of services. Under Colorado law (C.R.S. 12-43-224), if you feel we have violated the law regarding maintenance of records for an individual 18 years of age and older, you must file your complaint or other notice with the Division of Professions and Occupations within seven (7) years after you discover or reasonably should have discovered the violation. All records will be maintained as required under Colorado law. Please be advised that records for an individual 18 years of age and older may not be maintained after the ten-year period

#### *Divine Health Group Staff*

Cheyenne Shipman, MSN, PMHNP-BC	Brianna Casillas MA Monica Sutphin Business Operations
---------------------------------	---

#### *Notice of Privacy Practices*

Divine Health Group is committed to protecting your personal and health information. DHG and its providers collect information about you and create a record of the care and services you receive. We need this record to provide you with quality care and to comply with certain legal requirements. This Notice of Privacy Practices applies to all of the records of your care generated or maintained by Divine Health Group and its providers, including the following people and/or organizations:

- Any health care professional that is authorized to enter information in your record.
- Any intern or volunteer that is authorized to help you while you are receiving services

This notice tells you about the ways in which we may use and disclose your Protected Health Information. It also describes your rights and certain obligations we have regarding the use and disclosure of health and treatment information. Divine Health Group is required by law to:

- Make sure that health and treatment information that identifies you is kept private.
- Make sure that you are given notice of our legal duties and privacy practices with respect to health and treatment information about you.
- Make sure that DHG, its staff, and its contracted providers follow the terms of the notice currently in effect.

#### *How We May Use or Disclose Your Protected Health Information (PHI)*

- For Treatment: We may use and disclose your Protected Health Information to provide you with physical and behavioral health treatment and/or services. We may disclose information about you to psychiatrists, therapists, case managers, your primary care physician, and other behavioral health professionals involved in your care. Your primary care physician may need to know what psychiatric medications you are using to coordinate care, or we may need to speak to the pharmacist about your prescriptions. Different departments or groups within DHG may also share information in order to coordinate the services you need, such as medications, individual therapy, group therapy, and case management. We will ask you to authorize a Release of Information for treatment disclosures as a way to inform and involve you with the course of your treatment.

- **For Payment:** We may use and disclose your Protected Health Information so we may bill for the services you receive and collect from appropriate payers, such insurance companies, or other third parties. We may also need to request prior approval or authorization to determine whether your insurance or the responsible payer will cover services.
- **For Health Care Operations:** We may use and disclose your Protected Health Information for the business activities of Divine Health Group and its providers. These uses and disclosures are necessary for administrative functions and to ensure that you receive quality care. We may call you or send you a survey to ask about your satisfaction with services provided by our agency. We may ask you to authorize a Release of Information for healthcare operations disclosures as a way to keep you informed.
- **Individuals Involved in Your Care:** We may release your Protected Health Information to a family member who is actively involved in your care or treatment as allowed by Colorado Law (CRS 27-65-121 and CRS 27-65-122). This information is limited and may only be released when it is determined to be in your best interests.
- **Research:** Under certain limited circumstances, we may use and disclose your PHI for research purposes. All research projects are subject to special approval. We will ask for your specific permission if the researcher will have access to your name, address or other information that reveals who you are. You may participate in research or not, as you wish, without jeopardizing your care.
- **Individual's Authorization:** Prior authorization is required for all use and disclosure for marketing, selling PHI, and use or disclosure of psychotherapy notes (if applicable). Other uses and disclosures not described in the notice will be made only with the individual's authorization.
- **Fundraising:** Prior authorization is required for all use of PHI in fundraising. DHG will offer an individual an "opt-out" option every time the information is used.
- **Appointment:** We may use and disclose information to contact you as a reminder that you have an appointment for treatment or services.
- **Health-Related Information or Resources:** We may use and disclose information in order to tell you about other resources or treatment information that may be of interest to you, such as new groups or websites.
- **HIV Information:** All medical information regarding HIV is kept strictly confidential and released only in accordance with the requirements of Colorado Law (CRS 25-1-122). Disclosure of any health information referring to an individual's HIV status may only be made with the specific written authorization of the individual. A general authorization for the release of health information is not sufficient for this purpose.

**Rights of Minors:** A person twelve (12) years of age or older may consent to therapeutic mental health treatment and authorize disclosure of Protected Health Information as if he/she were an adult. In order for parents, legal guardians, and other individuals to obtain access to the minors PHI, the minor must provide written consent. However, pursuant to Colorado law, with or without the minor's consent, the parent or legal guardian may be advised of the services if a professional person involved with the treatment determines that it is appropriate under the circumstances.

- A person aged 15 or older may consent to substance abuse treatment and authorize disclosure of information as if he/she were an adult. Parents or legal guardians, however, are legally entitled to request and receive information about a minor's treatment without the minor's permission. All other provisions of the privacy notice apply equally to adults and to minors.
- Please note this does not apply to medication services regardless of behavioral health involvement. Anyone under the age of 18 years old requires parent/guardian authorization and involvement.

**Parent/Guardian Access to Protected Health Information (PHI):** Parent/Guardian may access Mental Health PHI under these circumstances:

- Mental Health Treatment for an individual less than 12 years of age
- Medication Services regardless of behavioral health involvement.
- A professional person involved in supervising the treatment determines that it is appropriate under the circumstances to notify parent/guardian.
- If an individual is 12 or older and they designate the person as their personal representative. Parent/Guardian may access Medical information unless individual is an emancipated minor.

**Psychotherapy Notes:** We will not use or disclose your psychotherapy notes without your prior written authorization except for the following:

- use by the originator of the notes for your treatment

- for training our staff, students and other trainees
- defend ourselves if you sue us or bring some other legal proceeding
- if the law requires us to disclose the information to you or the Secretary of HHS or for some other reason
- in response to health oversight activities concerning your psychotherapist
- to avert a serious and imminent threat to health or safety
- to the coroner or medical examiner after you die.

**Right to Restrict:** You have the right to restrict certain disclosures of protected health information to a health plan where the individual pays out of pocket in full for the health care item or service. Special Circumstances. However Federal and state laws allow or require Divine Health Group and its providers to disclose health or treatment information about you, other than HIV information, without your written authorization in certain special circumstances, if they occur, as listed below

- **Public Health Risks (Health and Safety for You and/or Others).** We may disclose your Protected Health Information for public health activities, when necessary to prevent a serious threat to your health and safety or to the health and safety of another person or the general public. These activities generally include the following:
  - To prevent or control disease, injury, or disability
  - To report births or deaths
  - To report child abuse or neglect
  - To report abuse of the elderly or at-risk adults
  - To report reactions to medications
  - To notify people of recalls of medications they may be using
  - To notify a person who may have been exposed to a disease or who may be at risk for contracting a disease
  - To avert a serious threat to the health or safety of a person or the public
  - When required by law, to inform the appropriate authorities if we believe an individual has been the victim of abuse, neglect, or domestic violence.

**Health Oversight Activities:** We may disclose PHI about you to a health oversight agency for activities authorized by law. These oversight activities may include audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the behavioral health care system, government-funded programs, and compliance with civil rights and other laws.

- **Lawsuits and Disputes:** If you are involved in a lawsuit or legal action, we may disclose PHI about you in response to a court or administrative order from a judge. We may also disclose PHI about you in response to a subpoena, discovery request or other lawful process initiated by someone else involved in the dispute. If you have filed a complaint or lawsuit against your therapist or the agency, health information about you may be disclosed to resolve the matter.
- **Law Enforcement:** We may disclose health information about you if asked to do so by law enforcement for one of the following reasons:
  - In response to a court order, subpoena, warrant, summons, or similar lawful process.
  - When limited information is needed to identify or locate a suspect, fugitive, material witness, or missing person.
  - About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's authorization.
  - About a death we believe may have been the result of criminal conduct.
  - About criminal conduct at any DHG office, in any DHG program, or against a staff member, visitor, or another individual.
  - In emergency circumstances to report a crime, the location of the crime or victims, or the identity, description, or location of the person believed to have committed the crime.
- **Coroners, Health Examiners, and Funeral Directors:** We may disclose information to a coroner or health examiner. This may be necessary to identify a deceased person or determine the cause of death. We may also release PHI about individuals to funeral directors when necessary to carry out their duties.
- **National Security and Intelligence Activities:** We may disclose Protected Health Information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.
- **Protective Services for the President and Others:** We may disclose PHI about you to authorized federal officials so they may provide protection to the President of the United States, other authorized persons, or foreign heads of state.
- **As Required By Law:** We will disclose Protected Health Information about you when required to do so by

federal, state, or local law

#### Your Rights Regarding Health Information About You

- **Right to Inspect and Copy:** You have the right to inspect and request a copy, in the format of your choice, of the health information that may be used to make decisions about your care. This may include electronic access to evaluations/assessments, treatment plans, progress notes, and billing information. To inspect or request a copy of your health information, you must submit your request in writing by filling out the Protected Health Information Request Form. You may be charged a reasonable fee for the costs of copying your records (\$0.25 per printed page). Your request to inspect and receive a copy of your Protected Health Information may be denied in certain very limited circumstances. In those circumstances, DHG retains the right to withhold information that may be detrimental to your health or safety or to the health or safety of others. If you are denied access to any part of your PHI, you may request that the denial be reviewed. Instructions on how to initiate that review process will be provided in writing at the time on any denial of your access to information.
- **Right to Amend:** If you feel any health information about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as your health information is kept by Divine Health Group. You must provide a reason that supports your request. We may deny your request if you ask us to amend information that: Is accurate and correct; Is not part of the health information kept by DHG or its providers; Is not part of the health information which you would be permitted to inspect or copy; Was not created by us; Was created by an individual that is no longer available to make the amendment.
- **To request an amendment of your health information,** you must submit your request in writing by filling out the Protected Health Information Change Request Form.

**Right to Request Restrictions:** You have the right to request a restriction or limitation on the Protected Health Information disclosed about you.

- DHG is not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide emergency treatment for you. In your request, you must tell us what information to limit, and to whom you want the limit to apply. To request a restriction or limitation of your health information, you must submit your request in writing by filling out the Protected Health Information Change Request Form.

**Right to an Accounting of Disclosures:** You have the right to request an accounting or list of disclosures of health information made about you.

- Your request must state a period of time for the accounting that may not be longer than three years prior to the date of the request. To request an accounting or list of disclosures of your health information, you must submit your request in writing by filling out the Protected Health Information Change Request Form.

**Right to Request Confidential Communications:** You have the right to request that we communicate with you in a certain way or at a certain location.

- You may ask that we only contact you at a certain telephone number or address. Your request must indicate when or where you wish to be contacted. DHG will accommodate all reasonable requests. To request confidential communications, you must submit your request in writing by filling out the Protected Health Information Change Request Form. The organization shall keep information obtained and records prepared about individuals confidential. Confidential information may be disclosed only after individual's parents (for individuals under 12 years of age) or legal guardian give informed, written consent unless otherwise authorized by law or court order. The organization shall document the legal basis for the release of information and the individual shall be informed what information was released and to whom, in the absence of consent.

#### Additional Rights

- **Right to A Paper Copy of this Notice:** You have the right to receive a paper copy of this Notice of Privacy Practices. You may ask for a copy at any time.
- **Right to Breach Notification:** DHG is required by law to maintain the privacy of your Protected Health Information. DHG will notify you of any breach of your unsecured PHI.
- **Right to Revoke:** If you authorize a use not contained in this notice, you may revoke your authorization at



any time by notifying us in writing that you wish to do so.

- Divine Health Group reserves the right to change this notice. We reserve the right to make the updated Notice of Privacy Practices effective for all Protected Health Information we already have about you, as well as for any information we receive in the future. We will post a copy of the current notice in each office location. DHG will make you aware of any revisions by posting a revised notice in each office location.
- If you need assistance to understand this notice or your rights, and if you need assistance in filing requests, you may contact Divine Health Group staff. If you believe your privacy rights have been violated, contact Divine Health Group. If your concern is not resolved, you have the right to file a written complaint with the United States Secretary of the Department of Health and Human Services.
- Other uses and disclosures of health information not covered by this notice or the laws that apply to DHG will be made only with your written permission. If you provide us permission to use or disclose health information about you, you may revoke that permission, in writing, at any time. You understand that DHG is unable to take back any disclosures already made with your permission, and that we are required to retain our records of the care and services we provide you.

---

\_\_\_\_\_  
Name of Individual Authorized to Sign for Patient