



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

NOTICE OF PRIVACY PRACTICES

This notice describes how protected health information about a client may be used and disclosed and how the client can gain access to this information. Please review it carefully.

ABA BEARS understands that we collect private and/or potentially sensitive medical information about each client and/or the client's family. We call this information "protected health information." This notice explains the client's privacy rights and addresses how ABA BEARS may use and disclose protected health information.

ABA BEARS does not use or disclose protected health information unless permitted or required to do so by law. ABA BEARS must adhere to laws aimed at securing the privacy of the client's protected health information. These laws are known as the Health Insurance Portability and Accountability Act (HIPAA) privacy rules. When we do use or disclose protected health information, we will make every reasonable effort to limit its use or the level of disclosure to the minimum we deem necessary to accomplish the intended purpose. Please note that the privacy provisions articulated in this notice do not apply to health information that does not identify the client or anyone else. For more information on ABA BEARS privacy practices, or to receive another copy of this notice, please contact:

ABA BEARS
c/o Legal Department
8780 19th Street, Unit 398
Alta Loma, CA 91701
Email: legal@ababears.com
Phone: 888.618.BEAR (2327)
Fax: 888.918.BEAR (2327)

ABA BEARS is required by law to follow the terms set forth in this notice. We reserve the right to change this notice. If we make a change in our privacy policies or procedures, we will provide the client with a new privacy notice either by mail or in person.

PROTECTED HEALTH INFORMATION

Protected health information is information about the client that relates to a past, present, or future mental health condition, or treatment or payment for the treatment that can be used to identify the client. This includes any information, whether oral or recorded in any form, that is created or received by ABA BEARS. This also includes electronic information and information in any other form or medium that could identify the client. Examples of information that can identify a client include, but are not limited to the following:

- Client's Name
- Telephone Number
- Address
- Date of Birth
- Social Security Number

- Service Start/End Date
- Diagnosis

USES AND DISCLOSURES OF HEALTH INFORMATION FOR TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS

1. Treatment, Payment, and Health Care Operations

The following section describes different ways that we use and disclose protected health information for treatment, payment, and health care operations. Not every possible use or disclosure will be noted, and there may be incidental disclosures that are a byproduct of one the listed uses and disclosures. The ways we use and disclose protected health information will fall within one of the categories.

a. Treatment

We may use a client's protected health information to provide the client with services, and we may disclose this information to any and all ABA BEARS staff involved with the client's treatment. Treatment includes (a) activities performed by ABA BEARS personnel in the course of providing service to the client or in coordinating or managing the client's service with other service providers and (b) consultations with and between ABA BEARS staff and other professionals involved in the client's treatment

b. Payment

We may use and disclose the client's protected health information so that we may bill and collect payment from the client, an insurance company, or another party for services that ABA BEARS provides to the client. We may also inform the client's health plan provider of treatment we intend to administer in order to obtain prior approval or to determine whether the client's plan will pay for the treatment.

c. Health Care Operations

ABA BEARS may use and disclose the client's protected health information in order to maintain necessary administrative, education, quality assurance, and business functions. For example, we may use a client's protected health information to evaluate the performance of our staff in providing treatment for the client. We may also use information about clients to help us evaluate what additional services to offer, how we can improve efficiency, or the effectiveness of certain treatments. Additionally, we may use protected health information for review, analysis, and other teaching and learning purposes.

2. Special Circumstances

Treatment, payment, and health care operations further include the circumstances listed below.

a. Appointment Reminders

We may use and disclose the client's protected health information to contact the client as a reminder that he/she may have an appointment for treatment or services.

b. Treatment Information

We may use and disclose the client's protected health information to contact him/her about treatment information.

c. Satisfaction Surveys

We may use and disclose the client's protected health information to contact him/her about ABA BEARS satisfaction surveys.

3. Uses and Disclosures You Can Limit

a. ABA BEARS Client Directory

Unless the client notifies us that he/she objects, we may include certain information about him/her in ABA BEARS Client Directory in order to respond to inquiries and disseminate information more

efficiently. This directory is accessed by ABA BEARS' staff who may or may not be involved in the client's treatment.

b. **General Notification**

Unless the client notifies us that he/she objects, we may provide his/her protected health information to individuals such as the client's family members, caregivers, and friends, who are involved in the client's treatment or who help pay for the client's treatment. We may do this if the client informs us that we have their consent to do so, or if the client knows we are sharing the client's protected health information with these people and the client expresses no objection or makes no reasonably discernable attempt to prevent us from doing so. There may also be circumstances when we can assume, based on our professional judgment, that the client would not object to disclosure of his/her protected health information.

Also, if the client is not able to approve or object to disclosures, we may make disclosures to a particular individual (such as a client's family member or friend), that we feel are in the client's best interests and that relate to that person's involvement in the client's care.

Other Permitted Uses and Disclosures of Health Care Information

We may use or disclose the client's health information without the client's permission in the following circumstances, subject to all applicable legal requirements and limitations:

1. **Required By Law**

ABA BEARS must make any disclosures required by federal, state, or local law. These may include, but are not limited to, disclosures pertaining to: the reporting of abuse or neglect; court orders, subpoenas, warrants, or other lawful processes; identification/location of a suspect, fugitive, witness, missing person, or crime victim; crime on our work premises; or a serious, imminent threat. Employees of ABA BEARS are designated as Mandated Reporters.

2. **Public Health Risks**

We may make disclosures for public health reasons in order to prevent or control disease, injury, or disability; or to report births, deaths, disease or condition, suspected abuse or neglect, non-accidental physical injuries, reactions to medications or problems with products.

3. **Health Oversight Activities**

We may disclose protected health information to agencies authorized to receive reports for health oversight activities (e.g., Department of Health and Human Services, Office of the Attorney General) for audits, investigations, inspections, licensing purposes, or as necessary for certain government agencies to monitor the health care system, government programs, and compliance with civil rights laws.

4. **Lawsuits, Disputes, or Other Legal Proceedings**

We may make disclosures in response to a subpoena or court or administrative order, if the client is involved in a lawsuit or a dispute, or in response to a court order, subpoena, warrant, summons or similar process, or if requested to do so by law enforcement.

5. **Coroners, Medical Examiners, Funeral Directors, and Organ Donation**

We may disclose information to a coroner or medical examiner, (as necessary, for example to identify a deceased person or determine cause of death) or to a funeral director, as necessary to allow him/her to carry out his/her activities.

6. **Research**

We may use or disclose protected information for research purposes under certain limited circumstances. Research projects are subject to approval by an institutional review board. Therefore, we will not use or disclose the client's protected health information for research purposes until the particular research project, for which the client's information may be used or disclosed, has been approved through the institutional review board.

7. **Serious Threat to Health or Safety; Disaster Relief**
We may disclose information to appropriate individual(s)/organization(s) when necessary (a) to prevent a serious threat to the client's health and safety or that of the public or another person, or (b) to notify the client's family members or persons responsible for the client in the course of a disaster relief effort. We will disclose protected health information only to persons we believe to be able to lessen/prevent the threat and will limit disclosure to that which we deem necessary to lessen or prevent the threat.
8. **Military and Veterans**
We must make disclosures as required by military command or other government authority for information about a member of the domestic or foreign armed forces.
9. **National Security; Intelligence Activities; Protective Services**
We may disclose information to federal officials for intelligence, counterintelligence, and other national security activities authorized by law, including activities related to protection of the President, other authorized persons or foreign heads of state, or related to the conduct of special investigations.
10. **Correctional Facilities**
We may make disclosures to a correctional facility (if the client is a ward) or a law enforcement official (if the client is in that person's custody) as necessary (a) for the institution to provide the client with treatment; (b) to protect the client's or others' health and safety and the security of the correctional facility.

When Written Authorization is Required

Other than for the range of purposes previously identified in this notice, we will not use or disclose the client's protected health information for any purpose unless the client provides us with specific written authorization to do so. If the client grants us authorization, the client can still withdraw this authorization at any time, though the authorization must be revoked in writing. In order to withdraw the authorization, the client must deliver, mail, email, or fax the revocation to James Sloan, at ABA BEARS, 8780 19th Street, Unit 398, Alta Loma, CA 91701; email: jsloan@ababears.com; fax: 909.918.BEAR (2327). If the client revokes the authorization, we will discontinue the use or disclosure of the client's protected health information to the extent that we relied on his/her authorization for the use/disclosure. However, we cannot take back or undo any use/disclosure made under the client's grant of authorization prior to our receipt of the client's written revocation of that authorization, and we must continue any use/disclosure that is necessary in keeping records of the client's treatment.

The Client's Rights Regarding the Client's Health Information

The client has certain rights regarding his/her health information, which are listed below. In each of these cases, if the client wants to exercise his/her rights, the client must do so in writing by completing a form that the client can obtain from ABA BEARS. In some cases, we may charge the client for the costs of providing materials to the client. The client can get information about how to exercise his/her rights and about any costs that we may charge for materials by contacting James Sloan, at ABA BEARS, 8780 19th Street, Unit 398, Alta Loma, CA 91701; email: jsloan@ababears.com; fax: 909.918.BEAR (2327).

1. **Right to Inspect and Copy**
With some exceptions, the client has the right to inspect and get a copy of the client's protected health information that may be used to make decisions about the client's care. We may deny the client's request to inspect and/or copy information in certain limited circumstances, and, if we do this, the client may ask that the denial decision be reviewed.
2. **Right to Amend**
The client has the right to amend his/her health information maintained by ABA BEARS, or used by us to make decisions about the client. We will require that the client provide a reason for the request, and we may deny the request for an amendment if the request is not properly submitted, or if it asks us to amend information that (a) we did not create (unless the source of the information is no longer available to make the amendment), (b) is not part

of the health information that we keep, (c) is of a type that the client would not be permitted to inspect and copy, or (d) is already accurate and complete.

3. **Right to an Accounting of Disclosures**
The client has the right to request an accounting of disclosures. An accounting is a list of certain disclosures we made regarding the client's protected health information. The list does not include all disclosures. For example, it does not include disclosure to the client, disclosure for treatment, payment, and health care operations purposes described above, or disclosure made with the client's authorization as described above.
4. **Right to Request Restrictions**
The client has the right to request a restriction or limitation on the health information we use or disclose about the client (a) for treatment, payment, or health care operations, or (b) to someone who is involved in the client's care or the payment for it, such as a family member or friend. We are not required to agree to the client's request. Any time ABA BEARS agrees to a restriction, it must be in writing and signed by the Executive Director or his/her designee.
5. **Right to Request Confidential Communications**
The client has the right to request that we communicate with the client about health matters in a certain method or at a certain place. For example, the client can ask that we only contact the client at home or by mail.
6. **Right to a Paper Copy of This Notice**
The client has the right to a paper copy of this notice, whether or not the client may have previously agreed to receive that notice electronically.

QUESTIONS AND/OR COMPLAINTS

If the client has any questions about this notice, he/she should contact:

ABA BEARS
c/o Legal Department
8780 19th Street, Unit 398
Alta Loma, CA 91701
Email: legal@ababears.com
Phone: 888.618.BEAR (2327)
Fax: 888.918.BEAR (2327)

If the client believes his/her privacy rights have been violated, the client may file a complaint with ABA BEARS using the contact information provided above or with the Secretary of the Department of Health and Human Services. To file a complaint with the Secretary of the Department of Health and Human Services, call (877) 696-6775.

If the client believes his/her privacy rights have been violated, contact:

Office of Civil Rights, Medical Privacy Complaint Division
U.S. Department of Health and Human Services
200 Independence Avenue, S.W.
HHH Building, Room 509H
Washington, D.C. 20201
Phone: (866) OCR-PRIV (627-7748)
TTY: (886) 788-4989
Website: www.hhs.gov/ocr

The client will not be penalized for filing a complaint and the client will continue to have the same access to ABA BEARS services.

