

HIPAA Privacy Notice

BENNINGTON SCHOOL, INC

Notice of Policies and Practices to Protect the Privacy of Your Health Information.

This form was designed to comply with the requirements of the Health Insurance Portability and Accountability Act.

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL, CLINICAL, AND TREATMENT INFORMATION ABOUT BENNINGTON SCHOOL CLIENTS MAY BE USED AND DISCLOSED, AND HOW TO GET ACCESS TO THIS INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

We may use or disclose Bennington School, Inc. client's protected health information (PHI) for treatment, payment, and health care operations purposes with your written authorization. To help clarify these terms, here are some definitions:

- **"PHI"** refers to information in our client's Bennington School record that could identify them.
- **"Treatment, Payment, and Health Care Operations"**

Treatment is when a staff member at the Bennington School provides, coordinates, or manages a client's health care and other services related to their health care. An example of treatment would be consulting with another health care provider, such as their family physician, or another psychologist.

Payment is when the Bennington School obtains reimbursement for a client's healthcare. Examples of payment are when your PHI is disclosed to a health insurer to obtain reimbursement for health care or to determine eligibility or coverage.

Health Care Operations are activities that relate to the performance and operation of Bennington School, Inc.. Examples of health care operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.

- **"Use"** applies only to activities within Bennington School such as sharing, applying, using, examining, and analyzing information that identifies our clients.
- **"Disclosure"** applies to activities outside of Bennington School, such as releasing, transferring, or providing access to information about our clients to other parties.
- **"Authorization"** is your written permission to disclose confidential mental health information. All authorizations to disclose must be on a specific, legally required form.

II. Other Uses and Disclosures Requiring Authorization

Bennington School may use or disclose PHI for purposes outside of treatment, payment, or health care operations when your authorization is obtained. When Bennington School, Inc. is asked for information for purposes outside of treatment, payment, or health care operations, we will obtain an authorization before releasing information.

Clients or Legal Custodians may revoke all such authorizations of PHI at any time, provided each revocation is in writing. You may *not* revoke an authorization if: 1) Bennington School has already relied on that authorization; or 2) the authorization was obtained as a condition of obtaining insurance coverage (law provides the insurer the right to contest the claim under the policy).

III. Uses and Disclosures without Authorization

Bennington School, Inc. may use or disclose PHI *without* consent or authorization in the following circumstances:

- **Child Abuse** – If any member of Bennington School staff knows of, or has reasonable grounds to suspect, that a child has been abused or neglected, she/he must report the matter to his/her immediate supervisor and the appropriate authorities, as required by law.
- **Adult and Domestic Abuse** – If a member of Bennington School staff suspects that an adult has been abused, neglected, or exploited, and has reasonable grounds to suspect that the adult is incapacitated or dependent, she/he must report the matter to his/her immediate supervisor and the appropriate authorities, as required by law.
- **Judicial and Administrative Proceedings** – If a Bennington School client is involved in a court proceeding and a request is made for information about their diagnosis and treatment or the records thereof, such information is privileged under state law, and Bennington School will not release information without your written authorization or that of your legally appointed representative. The privilege does not apply when they are being evaluated for a third party, in certain legal cases involving the custody or well-being of children, or when the evaluation is court ordered. You will be informed in advance if this is the case.
- **Serious Threat to Health or Safety** – If, in the reasonable professional judgment of qualified Bennington School staff, it is believed that you pose a direct threat of imminent harm to the health or safety of any individual (including the client themselves), your Bennington School staff may disclose PHI to the appropriate persons.
- **Workers' Compensation** – Bennington School may disclose PHI as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

IV. Your Rights and Bennington School's Duties

Your Rights:

- **Right to Request Restrictions** – Bennington School clients have the right to request restrictions on certain uses and disclosures of PHI. However, Bennington School is not required to agree to a restriction you request.
- **Right to Receive Confidential Communications by Alternative Means and at Alternative Locations** – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. For example, you may not want a family member to know that you are seeing a therapist. On your request, Bennington School will send correspondences to another address.
- **Right to Inspect and Copy** – You have the right to inspect or obtain a copy (or both) of PHI in your Bennington School treatment and billing records used to make decisions about

our clients for as long as the PHI is maintained in the record. Bennington School may deny access to PHI under certain circumstances, but in some cases you may have this decision reviewed.

- **Right to Amend** – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. Bennington School may deny your request. On your request, Bennington School will discuss with you the details of the amendment process.
- **Right to an Accounting** – You generally have the right to receive an accounting of disclosures of PHI. On your request, your Bennington School will discuss the details of the accounting process.
- **Right to a Paper Copy** – You have the right to obtain a paper copy of the Notice from Bennington School upon request, even if you have agreed to receive the Notice electronically.

Bennington School, Inc. Duties:

- Bennington School, Inc. is required, by law, to maintain the privacy of PHI and to provide you with a Notice of legal duties and privacy practices with respect to PHI.
- Bennington School, Inc. reserves the right to change the privacy policies and practices described in this Notice. Unless Bennington School, Inc. notifies you of such changes, however, Bennington School, Inc. is required to abide by the terms currently in effect. If policies and procedures at the Bennington School, Inc. are revised, we will give you a revised copy of this Notice.

V. Complaints

If you have a complaint about services Bennington School, Inc. has provided to you, a written grievance may be submitted to the Executive Director at Bennington School, Inc. Complaints should be mailed to:

Bennington School, Inc. 192 Fairview Street, Bennington, Vermont 05201

You may submit a written complaint without revealing your name.

If you are concerned that Bennington School has violated your privacy rights, or you disagree with a decision made about access to your records, you may contact the Secretary of the U.S. Department of Health and Human Services.

VI. Effective Date, Restrictions, and Changes to Privacy Policy

We, Bennington School, Inc. reserve the right to change the terms of this Notice and to make the new Notice provisions effective for all PHI that we maintain. Before any changes are made, we will provide you with a revised Notice by hand or by mail, as you prefer.

Please sign below to confirm that you have read and received a copy of this Notice.

Signature of Client or Legal Custodian: _____ Date: _____

Signature of Witness: _____ Date: _____