



IN BALANCE

TRANSITIONAL LIVING

# In Balance Living Application Packet-To be Kept

2011

Please take the time to read this in its entirety, as we will assume you are familiar with all the information included in this packet. If you have any questions please contact Betsy Barrasso at (520)722-9631. Thank you.

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## Program Letter from the Owner

Dear Parents:

I would like to take this opportunity to welcome you and your son to In Balance Living. It is our mission to provide high quality program for your son as he becomes a happy, healthy young adult. I am sure that you will find our knowledgeable, professional and caring staff committed to excellence and dedicated to providing guidance during your son's healing process.

I would also like to introduce myself and share our program vision with you. I have been working in the field of adolescence since 1981 and have been in private practice, specializing in adolescent work, since 1991. I started Patrick J. Barrasso, CISW & Assoc., Inc. in 1996 and opened an intensive adolescent outpatient program called In Balance that same year. This program, which began serving just 3 young people, now serves over 35 young people amongst three different groups. In 1999, I also responded to a need for an adult intensive outpatient program. This adult program currently serves 25 adults amongst two separate groups. I am also a speaker locally and nationally on adolescent issues, speaking about such topics as adolescents and depression, adolescents and conduct disorder, and adolescents and substance abuse.

Approximately 15 years ago, I started to envision a time when I would be able to help young people in a residential environment. This project has come to fruition and the vision has become a reality: In Balance Ranch Program. A team of some of the best professionals in the field has helped to create this therapeutic boarding school for young men. Our mission and program model help them get back on track in school, get them back in touch with core values, help them develop skills that enhance their self-esteem, and develop a strong work ethic. In addition, our residents have the opportunity to benefit from equine assisted psychotherapy and the development of horsemanship skills. Also, residents participate in wilderness-based experiences on a monthly basis. These program elements, combined with a strong academic focus, provide them the best opportunity to graduate from high school and go on to be successful in college or in their chosen career path.

About a year after opening In Balance Ranch Program, we opened In Balance Living. This is a transitional living program located in the heart of Tucson, AZ. It is a program for 20 young men who have successfully graduated from another program and want to continue to live in a recovery community. The young men will work and/or go to college. They also will see a therapist once a week, attend our intensive outpatient program twice a week, go to the gym at least three times per week, attend AA meetings, and obtain a sponsor. It is a great program for them to start living in real life with the support of a recovery community to come back to.

We offer our residents the environment in which they learn to make good choices and continue to develop and grow academically, socially, and emotionally. It is vital for your son's success that you follow our recommendations to attend Al-Anon meetings and read the suggested literature. You will also have monthly family sessions with your son's therapist.

Again, on behalf of all the staff, I warmly welcome your family to In Balance and thank you for your commitment to your son's success.

Sincerely,

Patrick J. Barrasso, LCSW

President and Founder, In Balance Counseling/In Balance Ranch Program/In Balance Living

## Fee Schedule

### MONTHLY FEE

**\$5,900.00**

- Weekly individual therapy as well as intensive outpatient group, experiential and monthly family therapy
- Individualized treatment plan
- Community-based AA meetings
- Follow-up sessions after discharge
- 24-hour staff supervision
- Initial Clinical screening by program clinical staff
- Gym Membership
- Weekly food allowance
- Hygiene and personal supplies

### ONE TIME EQUIPMENT RENTAL FEE

**\$ 500.00**

Includes bedding, rental of wilderness equipment, different trips. This is a one-time fee.

First and last month's fee due upon admission, along with equipment rental fee. Required 6 month minimum stay (or until successful graduation from program).

### MEDICAL SERVICES

Expenses for medical service provided by consulting physicians and other medical providers in the community are the responsibility of the residents' parents or financial sponsor and are not included in the basic program fee. This includes the prerequisite physical examination and laboratory tests (cost is approximately \$300). If the exam and tests are not completed within 30 days prior to the resident's admission, medical providers will be instructed to bill these services to the participants medical insurance. Services not covered by the participant's medical insurance may be billed to the parents or financial sponsor by the medical provider. **If the resident is coming from a wilderness or other therapeutic program and a physical was done there in the past six months you may supply that to us. Another physical exam will not be necessary.**

### LATE PAYMENT AGREEMENT

As a program committed to excellence we carry a very high amount of overhead. Our therapists carry smaller caseloads than most other programs and we invest a great deal of revenue back into our program. As a result, when families fall behind in their financial obligations it becomes difficult to maintain our quality of care. This problem is often what necessitates family-run businesses to shut down. Therefore, we ask for your understanding and cooperation with the below mentioned policy.

If your son is admitted on the 10<sup>th</sup> of a given month your payment is due by the 10<sup>th</sup> of the following month. If no payment is received by that date you will be given a 10 day grace period, if still no payment is received a \$100.00 late fee will be charged to your account. **If your account becomes more than 60 days delinquent your son will be discharged from In Balance Living.** You will be given 48 hours to make arrangements to place your son elsewhere or arrange for his travel home. In order for your son to remain at In Balance Living once your account has become over 60 days delinquent you will be asked to pay the entirety of your son's projected treatment costs.

Thank you for your understanding.

## Parent & Former Resident Contact List

Below is a list of alumni and past parents of the In Balance Transitional Living program. Please feel free to call them with any questions or concerns regarding your interest in the program. They will be happy to speak with you and share their experiences!

### FORMER PARENTS:

David and Valerie	(613) 673-9503	(Peter M)
Brent and Lisa S.	(480) 814-1755	(Matt S)
John and Patsy C	(503) 641-4117	(Kevin C)
Tom and Sally C.	(206) 542-7707	(Jeff C)
Martin and Leslie D	(847) 498-7707	(Peter D)
Jim and Ann	(603) 253-7549	(Mike M)
Beth D	(971) 506-1546	(Brian C)
Norman and Melanie	(830) 755-8492	(Norman R)
Dick D	(302) 530-9461	(Sam D)
Stacy D	(302) 530-3449	(Sam D)
Kate	(847) 242-9344	(Ian B)
Jim W	(541) 388-0032	(Gus W)
Carrie W	(541) 410-5014	(Gus W)
Susan B	(916) 774-1582	(Ryan B)
Vernon B	(916) 966-6782	(Ryan B)

### FORMER STUDENTS:

Jeff C	(520) 285-7563
Peter D	(847) 494-0789
Mike M	(603) 707-6533
Brian C	(252) 292-1376
Norman R	(210) 310-6899
Pete M	(631) 944-1999
Kevin C	(971) 998-4477
Sam D	(302) 530-7767
Ian B	(847) 363-9063
Gus W	(541) 410-9533
Derek W	(303) 921-9189
Ryan B	(916) 600-3666

**We will be happy to facilitate phone calls with current residents upon request.**

## Pre-Enrollment Requirements

This packet is required **only** if the applicant is accepted for enrollment. It should **not be completed** until the applicant's acceptance is confirmed and you are instructed to proceed with this stage of the admissions process by the Admissions Office. There are a number of procedures that must be completed prior to the resident's enrollment. Please read the following instructions carefully:

### TRAVEL ARRANGMENTS:

Travel arrangements should not be made until you receive final confirmation of the resident's acceptance for enrollment. The Admissions Director will advise you when all requirements have been met and recommend you proceed with travel arrangements. She will also want to review your proposed dates and flight specifics in order to assure that they are coordinated with school logistics. The Admissions Director will coordinate with the Program and let you know when to confirm and pay for the resident's airline tickets.

Several airlines offer service to Tucson, including United Airlines, Delta Airlines, Northwest Airlines, Continental Airlines and American Airlines. Residents should fly into the Tucson International airport. Please try to schedule flights that arrive prior to 4:00pm. This allows residents plenty of time to travel to the Program and complete all enrollment procedures on the day they arrive.

When you confirm the resident's reservation, it is a good idea to ask the airline's baggage policy including the number of bags each passenger is allowed to check and carry on the airplane.

### PHYSICAL EXAM:

A physical examination is required and is best done prior to enrollment through your family physician. If the resident is coming from a wilderness or other program and a physical was done there in the past three months, you may supply that to us and another physical will not be necessary. If it is not possible to obtain a physical given the timeline for enrollment, we will take residents to a local Physician and will send parents a bill for his services. Please use the form included in this packet for the physical examination and be sure all laboratory results are included with the forms.

If the resident has had a recent (within previous three months) physical examination, send a copy of the examination to the Admissions Office. The Admission Director will review the examination for appropriateness. In some cases, a new examination or certain laboratory tests may be required. A previous examination will be accepted only if it meets all requirements of the Program's examination, including laboratory tests and medical clearance for physical activities. If the previous examination meets all requirements but does not contain an activity clearance, ask the physician that performed the most recent examination to complete the required *In Balance Activity Clearance* form contained in the packet.

Should the physical examination identify or reveal conditions not considered during the admissions screening process, it will be necessary for the Admissions Committee to review this new information to determine the applicant's continued appropriateness for enrollment. If the new information includes conditions not typically accepted for enrollment, the resident's acceptance may be withdrawn.

### IMMUNIZATIONS:

A copy of the resident's immunization record must be received prior to enrollment. The enclosed form may be completed by the physician or by the parents. Immunizations must be current according to the schedule recommended by the Advisory Committee on Immunization Practices and the American Program of Pediatrics.

### MEDICAL AND DENTAL:

Proof of medical insurance is required prior to the resident's enrollment. *The Consent to Medical Treatment and Insurance Information* form must be completed and submitted to the Admissions Office, **along with a copy of the front and back of each insurance card** (Medical, Pharmacy, and Dental).

**MEDICATIONS:**

Residents currently taking prescription medications are required to bring a **minimum of a 30-day supply with them at the time of enrollment**. All medications must be in the original container with the original label. It is recommended that medications be placed in a carry-on bag in case checked baggage is lost or delayed. Please be sure you or the person escorting the resident to the program is in charge of handling and keeping the medications. Please give them to staff when you arrive on campus and they will put them in a locked storage area.

Please coordinate with your Admissions Director how you plan to order/send the resident's medication supply. The Admissions Office will coordinate with the program and ensure that they know what medications the resident is taking and how the medication is being transported. As noted above, all medication will be collected during the resident's enrollment process and stored in the staff office in a locked cabinet. An assigned staff will routinely distribute to the resident any prescribed medication according to the prescribed schedule.

**EDUCATION RECORDS:**

The Program requires educational records for each high school attended by the resident. Fill out the *Request for Educational Records* form and send or hand carry it to the last school attended by the resident. If the resident has attended more than one school, please make additional copies of this form and send one form to each school.

Educational records should be sent to the In Balance Admissions Office at the address on the form. Please remember that the faster we receive those records, the sooner we can begin planning an educational program for your son.

**ENROLLMENT AGREEMENT/CONDITIONS OF ADMISSION:**

The *Enrollment Agreement* is a contract that details the terms of the resident's enrollment in In Balance Living and the parent's or financial sponsor's acceptance of financial responsibility for the services to be provided. Both custodial parents must sign this document if custody is shared and your son is not 18 yet. If the financial sponsor is someone other than the custodial parents, the financial sponsor and each custodial parent must sign the *Enrollment Agreement*. The attachments detailing the terms of payment may be signed by the financial sponsor only.

The Agreement provided is the standard contract required by In Balance. Its terms typically are not negotiable. Should you, however, request a modification to the Agreement, any changes must be reviewed by an attorney for In Balance and may slightly delay the resident's enrollment.

**RESIDENT PASSPORTS:**

If the resident has a passport, please send the original for the resident's file to be used for future travel arrangements. If he does not have a passport, a picture identification card can be substituted.

## Pre-enrollment Requirements Checklist

This pre-enrollment checklist is provided as a convenience to assist parents in completing the pre-enrollment requirements. After completing the requirements, please return to this checklist and mark each item completed. The checklist will help ensure that you submit all information and documents required prior to enrollment. If for any reason all documents listed on the checklist will not be submitted at the same time, please include an explanation including when the missing documents may be expected.

### TRAVEL ARRANGMENTS (see Pre-enrollment Requirements Instructions):

- Travel arrangements have been cleared through the Admissions Director
- Flight itinerary has been e-mailed or faxed to the Admissions Office

### MEDICAL:

- Completed Physical Examination Form submitted to the Admissions Office
- Activity Clearance has been provided.
- Form signed by the physician (if examination was provided by a physician's assistant, it must be counter-signed by a physician)
- Completed Consent to Medical Treatment
- Insurance Information form submitted
- Copy of front and back of medical insurance card
- Copy of front and back of pharmacy card
- Copy of front and back of dental insurance card
- Completed Resident Immunizations Record form submitted to the Admissions Office
- Childhood immunizations are current

### REQUIRED LABORATORY TESTING HAS BEEN COMPLETED, INCLUDING:

- Urinalysis
- CBC with differential
- Glucose
- Viral Hepatitis screen (A & B)
- VDRL
- HIV
- Tuberculosis skin test
- Sickle cell trait screening (if indicated)

### LABORATORY TEST RESULTS ARE:

- Attached to the physical examination form
- Being submitted separately to the Admissions Office

**MEDICATION – 30 day supply of each prescribed medication will be:**

- Placed in resident’s carry-on baggage
- Placed in resident’s checked baggage

**EDUCATIONAL RECORDS – The Request for Educational Records form submitted to each high school the resident attended. The resident’s educational records are:**

- Enclosed with this packet
- Being sent directly to the Admissions Office by each school
- Admissions Office should expect to receive educational records from different schools

**COMPLETED ENROLLMENT AGREEMENT submitted to Admissions Office signed appropriately as follows:**

- One Custodial parent only if custody is not shared and one parent has full custody
- Both parents if custody is shared
- Financial Sponsor if other than the parents

**RESIDENT’S PASSPORT or PHOTO IDENTIFICATION submitted to the Admission’s Office:**

- Resident’s Passport
- Other picture identification submitted

## Policies and Procedures- Policy 2.30

### CLIENT RIGHTS

In Balance will assure that all agency clients are afforded the following basic rights:

1. To be treated with dignity, respect and consideration;
2. Not to be discriminated against based on race, national origin, religion, gender, sexual orientation, age, disability, marital status, diagnosis, or source of payment;
3. To receive treatment that:
  - a. Supports and respects the client's individuality, choices, strengths, and abilities;
  - b. Supports the client's personal liberty and only restricts the client's personal liberty according to a court order; by the client's general consent; or as permitted in this Chapter; and
  - c. Is provided in the least restrictive environment that meets the client's treatment needs;
4. Not to be prevented or impeded from exercising the client's civil rights unless the client has been adjudicated incompetent or a court of competent jurisdiction has found that the client is unable to exercise a specific right or category or rights;
5. To submit grievances to agency staff members and complaints to outside entities and other individuals without constraint or retaliation;
6. To have grievances considered by a licensee in a fair, timely, and impartial manner;
7. To seek, speak to, and be assisted by legal counsel of the client's choice, at the client's expense;
8. To receive assistance from a family member designated representative, or other individual in understanding, protecting, or exercising the client's rights;
9. If enrolled by the Department or regional behavioral health authority as an individual who is seriously mentally ill, to receive assistance from human rights advocates provided by the Department or the Department's designee in understanding, protecting, or exercising the client's rights;
10. To have the client's information and records kept confidential and released only as permitted under R9-20-211(A)(3) and (B);
11. To privacy in treatment, including the right not to be fingerprinted, photographed, or recorded without general consent, except:
  - a. For photographing for identification and administrative purposes, as provided by A.R.S. § 36-507(2);
  - b. For a client receiving treatment according to A.R.S. Title 36, Chapter 37;
  - c. For video recordings used for security purposes that are maintained only on a temporary basis; or
  - d. As provided in R9-20-602(A)(5);
12. To review, upon written request, the client's own record during the agency's hours of operation or at a time agreed upon by the clinical director, except as described in R9-20-211(A)(6);
13. To review the following at the agency or at the Department:
  - a. This Chapter;
  - b. The report of the most recent inspection of the premises conducted by the Department;
  - c. A plan of correction in effect as required by the Department;
  - d. If the licensee has submitted a report of inspection by a nationally recognized accreditation agency in lieu of having an inspection conducted by the Department, the most recent report of inspection conducted by the nationally recognized accreditation agency; and
  - e. If the licensee has submitted a report of inspection by a nationally recognized accreditation agency in lieu of having an inspection conducted by the Department, a plan of correction in effect as required by the nationally recognized accreditation agency;
14. To be informed of all fees that the client is required to pay and of the agency's refund policies and procedures before receiving a behavioral health service, except for a behavioral health service provided to a client experiencing a crisis situation;
15. To receive a verbal explanation of the client's condition and a proposed treatment, including the intended outcome, the nature of the proposed treatment, procedures involved in the proposed treatment, risks or side effects from the proposed treatment, and alternatives to the proposed treatment;
16. To be offered or referred for the treatment specified in the client's treatment plan;
17. To receive a referral to another agency if the agency is unable to provide a behavioral health service that the client requests or that is indicated in the client's treatment plan;

18. To give general consent and, if applicable, informed consent to treatment, refuse treatment or withdraw general or informed consent to treatment, unless the treatment is ordered by a court according to A.R.S. Title 36, Chapter 5, is necessary to save the client's life or physical health, or is provided according to A.R.S. § 36-512;
19. To be free from:
  - a. Abuse;
  - b. Neglect;
  - c. Exploitation;
  - d. Coercion;
  - e. Manipulation;
  - f. Retaliation for submitting a complaint to the Department or another entity;
  - g. Discharge or transfer, or threat of discharge or transfer, for reasons unrelated to the client's treatment needs, except as established in a fee agreement signed by the client or the client's parent, guardian, custodian, or agent;
  - h. Treatment that involves the denial of:
    - i. Food,
    - ii. The opportunity to sleep, or
    - iii. The opportunity to use the toilet; and
  - i. Restraint or seclusion, of any form, used as a means of coercion, discipline, convenience, or retaliation;
20. To participate or, if applicable, to have the client's parent, guardian, custodian or agent participate in treatment decisions and in the development and periodic review and revision of the client's written treatment plan;
21. To control the client's own finances except as provided by A.R.S. § 36-507(5);
22. To participate or refuse to participate in religious activities;
23. To refuse to perform labor for an agency, except for housekeeping activities and activities to maintain health and personal hygiene;
24. To be compensated according to state and federal law for labor that primarily benefits the agency and that is not part of the client's treatment plan;
25. To participate or refuse to participate in research or experimental treatment;
26. To give informed consent in writing, refuse to give informed consent, or withdraw informed consent to participate in research or in treatment that is not a professionally recognized treatment;
27. To refuse to acknowledge gratitude to the agency through written statements, other media, or speaking engagements at public gatherings;
28. To receive behavioral health services in a smoke-free facility, although smoking may be permitted outside the facility; and
29. If receiving treatment in a residential agency, an inpatient treatment program, a Level 4 transitional agency, or a domestic violence shelter:
  - a. If assigned to share a bedroom, to be assigned according to R9-20-405(F) and, if applicable, R9-20-404(A)(4)(a);
  - b. To associate with individuals of the client's choice, receive visitors, and make telephone calls during the hours established by the licensee and conspicuously posted in the facility, unless:
    - i. The medical director or clinical director determines and documents a specific treatment purpose that justifies restricting this right;
    - ii. The client is informed of the reason why this right is being restricted; and
    - iii. The client is informed of the client's right to file a grievance and the procedure for filing a grievance;
  - c. To privacy in correspondence, communication, visitation, financial affairs, and personal hygiene, unless:
    - i. The medical director or clinical director determines and documents a specific treatment purpose that justifies restricting this right;
    - ii. The client is informed of the reason why this right is being restricted; and
    - iii. The client is informed of the client's right to file a grievance and the procedure for filing a grievance;
  - d. To send and receive uncensored and unopened mail, unless restricted by court order or unless:
    - i. The medical director or clinical director determines and documents a specific treatment purpose that justifies restricting this right;
    - ii. The client is informed of the reason why this right is being restricted; and
    - iii. The client is informed of the client's right to file a grievance and the procedure for filing a grievance;
  - e. To maintain, display, and use personal belongings, including clothing, unless restricted by court order or according to A.R.S. § 36-507(5) and as documented in the client record;
  - f. To be provided storage space, capable of being locked, on the premises while the client receives treatment;
  - g. To be provided meals to meet the client's nutritional needs, with consideration for client preferences;

- h. To be assisted in obtaining clean, seasonably appropriate clothing that is in good repair and selected and owned by the client;
- i. To be provided access to medical services, including family planning, to maintain the client's health, safety, or welfare;
- j. To have opportunities for social contact and daily social, recreational, or rehabilitative activities;
- k. To be informed of the requirements necessary for the client's discharge or transfer to a less restrictive physical environment; and
- l. To receive, at the time of discharge or transfer, recommendations for treatment after the client is discharged.

*All clients will receive an official notice of "Client Rights" which shall be read and signed by each client and placed in their respective charts. In addition, a copy of these rights will be posted in a prominent area within the office.*

**PERTINENT PHONE NUMBERS**

**Office of Behavioral Health Licensing** (602) 364-2595  
150 N 18<sup>th</sup> Ave, #410, Phoenix, AZ 85007

**Dept. Div. of Behavioral Health Services** (602) 364-2536  
150 N 18<sup>th</sup> Ave., 2<sup>nd</sup> Fl, Phoenix, AZ 85007

**Human Rights Advocates** (602) 364-4575  
150 N 18<sup>th</sup> Ave, 2<sup>nd</sup> Fl, Phoenix, AZ 85007

**AZ Dept. of Economic Security for Adult Protective Services** (520) 881-4066  
3131 W Country Club Rd., Tucson, AZ

**Child Protective Services** (520) 721-3097  
6840 E Broadway, Tucson, AZ

**Regional Behavioral Health Authority** (520) 742-9166  
7400 N Oracle Rd., #171 Tucson, AZ 85704

**Community Partnership of Southern AZ** (520) 325-4268  
4575 E Broadway Blvd., Tucson AZ 85711

## **Policies and Procedures- Policy 2.40**

### **GRIEVANCE PROCEDURE**

#### **POLICY**

When a client receiving services at In Balance is dissatisfied with the care and services provided by the agency, a formal grievance may be made to the agency.

#### **PROCEDURE**

The following policies and procedures will be explained to the client, parent, guardian or designated representative at the time of admission. Understanding of the grievance policies and procedures shall be verified by the dated signature of the client, parent, guardian or designated representative.

The client may file a grievance with any employee of the agency within six months of receiving treatment at In Balance. This grievance will be recorded and reported to the Executive Director within three (3) days.

If the staff member receiving the complaint can resolve the grievance, the client will be notified by the agency of such resolution. The staff member will then submit a written report to the Executive Director regarding the grievance within three (3) days.

If the staff member accepting the grievance cannot resolve the complaint, a written report will be made to the Executive Director administrator within three (3) days.

The Executive Director will review all written grievances and make a final decision regarding the complaint within 30 working days.

Clients may at any time during the grievance process notify the following agency of their complaint:

*Arizona Department of Health Services  
Office of Behavioral Health Licensure  
150 N. 18th Ave; Suite 410  
Phoenix, AZ 85007  
(602) 364-2595*

## **Policies and Procedures- Policy 2.45**

### **COMPLAINT INVESTIGATIONS**

In Balance will ensure that in the event a client is not satisfied with the services provided by the agency, they are given the opportunity to complain or make a grievance regarding their concerns.

### **PROCEDURE**

When a client receiving services at In Balance is dissatisfied with the care and services provided by the agency, a formal grievance may be made to the agency, described in Policy 2.40.

In addition to accessing the formal grievance process, clients may also submit a formal complaint to the following agency:

*Arizona Department of Health Services  
Office of Behavioral Health Licensure  
150 N. 18th Avenue; Suite 410  
Phoenix, AZ 85007  
Office (602) 364-2595*

In Balance will not discharge or discriminate in any way against any client or agency staff by whom, or on whose behalf, a complaint has been submitted to the Department, or who has participated in a complaint investigation process.

## **Policies and Procedures- Policy 2.50**

### **HIPAA COMPLIANCE**

#### **POLICY**

In accordance with the Health Insurance Portability and Accountability Act, In Balance will insure that all health information is protected.

#### **DEFINITIONS:**

Protected health information includes any identifiable information that In Balance obtains from a client or others that relates to the physical or mental health of a client. This includes health care provided to a client or payment for services a client received at In Balance.

Treatment means the provisions, coordination or management of health care, including consultations between health care providers regarding client care and referrals for health care from one health care provider to another. For example, a psychiatrist conducting a psychiatric evaluation may need to know if an individual is currently taking medications that could affect the outcome of the evaluation or the decision-making process regarding prescribing medications for an identified psychiatric condition. The psychiatrist may review medical records to assess whether medications may be affecting a client's current condition or could have negative interactions with other medications the psychiatrist might prescribe.

Payment means activities that the agency may undertake to obtain reimbursement for health care provided to a client, including determinations of eligibility and coverage and other utilization review activities. For example, prior to providing health care services, the agency may need to provide HMO information about a client's medical condition to determine whether the proposed course of treatment will be covered. When THE AGENCY subsequently bills the HMO for the services rendered to a client In Balance can provide the HMO with information regarding client care if necessary to obtain payment.

Health care operations means the support functions of our facility related to treatment and payment, such as performance improvement activities, case management, receiving and responding to patient complaints, physician reviews, compliance programs, audits, business planning, development, management, and administrative activities. For example, we may use health care information to evaluate the performance of our staff in caring for clients. We may also combine health care information about many patients to decide what additional services we should offer, what services are not needed, and whether certain new treatment methods are effective.

#### **PROCEDURE**

In Balance will provide clients with information about their rights and the agency's legal duties and privacy practices with respect to the privacy practices with respect to the privacy of protected health information. This notice also discusses the disclosures In Balance will make of a client's protected health information. The agency will comply with the provisions of this notice, although we reserve the right to change the terms of this notice from time to time and to make the revised notice effective for all protected health information we maintain. Clients are given the opportunity to request a copy of our most current privacy notice at any time from the In Balance office.

#### **PERMITTED USE AND DISCLOSURES**

Once a client has given their written consent, In Balance can use or disclose protected health information for purposes of treatment, payment, and health care operations.

#### **EXCEPTIONS**

Even without a client's written consent or authorization, we can use or disclose protected health information for purposes of treatment, payment, and health care operations if:

- In Balance has an indirect treatment relationship with a client, that is, we provide health care to an individual based on the orders of another health care provider, we may disclose the results of that testing to the physician who ordered the procedure;
- A client is a prison inmate at the time we created or received the protected health information;
- A client is in need of emergency care and is incapable of giving consent, provided that we attempt consent as soon as reasonably possible after the delivery of emergency treatment;
- In Balance is required by law to treat a client, and our attempts to obtain consent are unsuccessful; or
- We attempt to obtain consent but cannot do so due to substantial barriers to communicating with a client, and we determine that a client's consent to receive treatment is clearly inferred from the circumstances.

## **OTHER USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

In Balance may contact a client to provide appointment reminders or information about treatment alternatives or other health related benefits and services that may be of interest to a client.

We may disclose protected health information to a client's family or friends or any other individual identified by the client when they are involved in the care of or the payment of a client's care. We will only disclose the protected health information directly relevant to their involvement in the client's care.

We may also use or disclose protected health information to notify, or assist in the notification of a family member a personal representative, or another person responsible for a client's care, of your location, general condition, or death. If the client is available, they will be given an opportunity to object to these disclosures, and we will not make these disclosures if a client objects. If a client is not available, we will determine whether a disclosure to family or friends is in the client's best interest, and we will disclose only the protected health information that is directly relevant to their involvement in the case. When permitted by law, we may coordinate our uses and disclosures of protected health information with public or private entities authorized by law or by charter to assist in disaster relief efforts.

We may contact client's as part of our marketing efforts as permitted by applicable law.

Except for the situations set forth below, we will not use or disclose your protected health information for any other purpose unless the client has provided written authorization. Clients have the right to revoke that authorization at any time, provided that the revocation is in writing, except to the extent that we already have taken action in reliance on a client's authorization.

## **SPECIAL SITUATIONS**

Organ and Tissue Donation. If a client is an organ donor, we may release medical information to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

Military and Veterans. If a client is a member of the armed forces, we may release health care information about that client as required by military command authorities. We may also release health care information about foreign military personnel to the appropriate foreign military authority.

Worker's Compensation. We may release health care information about a client for programs that provide benefits for work-related injuries or illness.

Public Health Risks. We may disclose health care information about a client for public activities. These activities generally include the following:

- To prevent or control disease, injury or disability;
- To report child abuse and neglect;
- To report births and deaths;

- To report reactions to medications or problems with products;
- To notify people of product recalls, repairs, or replacements;
- 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;
- To notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if the client agrees or when required or authorized by law.

Health Oversight Activities. We may disclose health care information to federal or state agencies that oversee our activities. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws. We may disclose protected health information to persons under the Food and Drug Administration's jurisdiction to track products or to conduct post-marketing surveillance.

Lawsuits and Disputes. If a client is involved in a lawsuit or a dispute, we may disclose health care information in response to a court or administrative order. We may also disclose medical information about a client in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to inform the client about the request or to obtain an order protecting the information requested.

Law Enforcement. We may release health care information if asked to do so by a law enforcement official:

- In response to a court order, subpoena, warrant, summons, or similar process;
- 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 agreement;
- About a death we believe may be the result of criminal conduct;
- About criminal conduct on our premises; and
- In emergency circumstances to report a crime, the location of the crime or victims, or the identity, description, or location of the person who committed the crime.

Coroners, Medical Examiners and Funeral Directors. We may release medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information about patients to funeral directors as necessary to carry out their duties.

National Security and Intelligence Activities. We may release health care information about a client to authorized federal officials for intelligence, counterintelligence, or other national security activities authorized by law.

Protective Services for the President and Others. We may disclose health care information to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or conduct special investigations.

Inmates. If a client is an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about that client to the correctional institution or law enforcement official. This release would be necessary (1) for the institution to provide a client with health care; (2) to protect a client's health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

Serious Threats. As permitted by applicable law and standards of ethical conduct, we may use and disclose protected health information if we, in good faith, believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.

## **HIPAA CLIENT RIGHTS**

1. Clients have the right to request restrictions on our uses and disclosures of protected health information for treatment, payment and health care operations. However, we are not required to agree with a client's request.

2. The right to reasonably request to receive communications of protected health information by alternative means or at alternative locations.
3. Subject to payment of a reasonable copying charge, clients have the right to inspect and copy the protected health information contained in their medical and billing records and in any other In Balance records used to make decisions about a client's care, except for:
  - i. psychotherapy notes, which are notes recorded by a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint or family counseling session and that have been separated from the rest of a client's medical record;
  - ii. information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative proceeding;
  - iii. protected health information involving laboratory tests when your access is prohibited by law;
  - iv. if a client is a prison inmate and obtaining such information would jeopardize a client's health, safety, security, custody, or rehabilitation or that of other inmates, or the safety of any officer, employee, or other person at the correctional institution or person responsible for transporting the client;
  - v. if we obtained or created protected health information as part of a research study for as long as the research is in progress, provided that the client agreed to the temporary denial of access when consenting to participate in the research;
  - vi. a client's protected health information is contained in records kept by a federal agency or contractor when a client's access is denied by law; and
  - vii. if the protected health information was obtained from someone other than In Balance under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information.
  - viii. We may also deny a request for access to protected health information if:
    - a. a licensed health care professional has determined, in the exercise of professional judgment, that the access requested is reasonably likely to endanger a client's life or physical safety or that of another person;
    - b. the protected health information makes reference to another person (unless such other person is a health care provider) and a licensed health care professional has determined, in the exercise of professional judgment, that the access requested is reasonably likely to cause substantial harm to such other person; or
    - c. the request for access is made by a client's personal representative and a licensed health care professional has determined, in the exercise of professional judgment, that the provision of access to such personal representative is reasonably likely to cause substantial harm to the client or another person.

If we deny a request for access for any of the three reasons described above, then a client will have the right to have our denial reviewed in accordance with the requirements of applicable law.

4. Clients have the right to request a correction to their protected health information, but we may deny that request for correction, if we determine that the protected health information or record that is the subject of the request:
  - i. is not part of the client's medical or billing records;
  - ii. is not available for inspection as set forth above; or
  - iii. is accurate and complete.

In any event, any agreed upon correction will be included as an addition to, and not a replacement of, already existing records.

5. Clients have the right to receive an accounting of disclosures of protected health information made by us to individuals or entities other than to the client, except for disclosures:
  - i. to carry out treatment, payment, and health care operations as provided above;
    - a. to persons involved in the client's care or for other notification purposes provided by law;
    - b. for national security or intelligence purposes as provided by law;
    - c. to correctional institutions or law enforcement officials as provided by law; or that occurred prior to April 14, 2003.
6. Clients have the right to request and receive a copy of this notice from us.