

TO BE COMPLETED BY THE REFERRAL SOURCE

<p>Name: (last) _____ (first) _____ Date of Birth: _____</p> <p>Address: _____ _____ City State Zip</p> <p>Telephone: _____</p> <p>Social Security Number: XXX XX _____</p> <p>Medicaid #: _____</p> <p>Medicare #: _____</p> <p>Private Insurance: _____</p> <p>Name of Company: _____</p> <p>Subscriber #: _____</p> <p>Living Situation: <input type="checkbox"/> CR <input type="checkbox"/> IRA <input type="checkbox"/> ICF <input type="checkbox"/> Foster Care <input type="checkbox"/> Alone <input type="checkbox"/> With Family <input type="checkbox"/> Other _____</p>	<p>Is Applicant a Self-Advocate: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Responsible Party: _____</p> <p>Relationship: _____</p> <p>Address: _____</p> <p>E-Mail Address: _____</p> <p>Telephone: _____</p> <p>Developmental Disability present: <input type="checkbox"/> Unknown <input type="checkbox"/> No <input type="checkbox"/> Yes (please specify): _____</p> <p>Care Manager: _____ Tel _____</p> <p>Agency: _____ Fax _____</p> <p>E-Mail Address: _____</p>
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<p>If Living in IRA, CR or ICF please complete below:</p> <p>Residence Agency Name: _____</p> <p>Residence Agency Address: _____ _____ City State Zip</p> <p>Agency Telephone: _____</p> <p>Contact Person: _____</p> <p>Title: _____</p> <p>Applicant Days/Hours of Attendance: _____</p>	<p>Does this individual attend a DayHab program?: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Name of DayHab Agency: _____</p> <p>DayHab Agency Address: _____ _____ City State Zip</p> <p>Agency Telephone: _____</p> <p>Contact Person: _____</p> <p>Title: _____</p> <p>Applicant Days/Hours of Attendance: _____</p>
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Location of Services _____

REQUESTED SERVICES / REASON FOR REFERRAL

Physiatry

EVALUATIONS: Psychological Psychosocial Adaptive Equipment Wheelchair/Orthotics Swallowing /Dysphagia

***REASON FOR REFERRAL** (presenting problem): _____

THERAPIES: Speech Therapy Occupational Therapy Physical Therapy
 Psychotherapy / Social Work Prevocational Rehabilitation Counseling

***REASON FOR REFERRAL** (presenting problem): _____

Are the requested services being provided by any other Article 16 Clinic or by any other program (IRA, DayHab, Home)? No Yes

If YES, explain: _____

Completed by: _____ Title: _____ Date: _____

Agency: _____ Telephone: _____

DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY CLINIC STAFF ONLY

The signature below indicates that I have reviewed and approved the referral request for the service(s) indicated above.

Comments: _____

Medical Director Signature: _____ Date: _____/_____/_____

➔ In order to expedite the processing of your referral request, please submit the enclosed information:

- Copy of Medicaid card
- If applicable, copy of Medicare card, and/or other Insurance carrier
- Copy of previous Psychological Evaluations (or, if applicable copy of I.E.P.)
If no assessment is available, include a letter stating why this evaluation is required.
- If applicable, copy of Psychosocial Evaluation (or Mental Health Intake)
If no assessment is available, include a letter stating why this evaluation is required.
- If applicable, copy of Psychiatric Evaluation
- Copy of Medical Examination
- List of Medications
- If receiving Care Management services, copy of current Life Plan and ADDENDUM indicating services are being requested

- MEDICARE PARTICIPANTS ONLY:**
If requesting SPEECH, OT or PT services, please include a SCRIPT/ORDER from Physician

*Also, please be specific in your description of REASON FOR REFERRAL (presenting problem).

▶ All referrals can be e-mailed to Ester Girald or Ines Grullon:

- EGirald@CPOFNYS.ORG
- IGrullon@CPOFNYS.ORG

▶ OR Faxed to: 631-406-4944

▶ **Questions:** Contact Ester Girald, Tx Coordinator Supervisor 917-579-8751
or Ines Grullon, Treatment Coordinator 929-667-0025

Clinic Locations:

- ❖ **Staten Island: 718- 447-8205**
2324 Forest Avenue, Staten Island, NY 10303
- ❖ **Bronx: 718 -665-6414**
1880 Bryant Ave., Bronx, NY 10460
- ❖ **Brooklyn: 718- 221-9931**
842A Lefferts Ave., Brooklyn, NY 11203

**Constructive Partnerships Unlimited
ARTICLE 16 CLINIC**

ACKNOWLEDGEMENT OF RECEIPT OF INFORMATION / CONSENT FOR SERVICES

Name: _____

- ◆ **Patient's Bill of Rights**
- ◆ **Teleheath Patient Rights**
- ◆ **Discharge Policy**
- ◆ **Appeal Process**
- ◆ **CP Unlimited HIPPA Notice / Notice of Privacy Practices**
- ◆ **Consent For Services**

My signature below is evident of understanding and accepting of the statements and policies & procedures to follow:

- A. I am applying to CP Unlimited Article 16 Clinic for clinical services and give my consent for evaluation and/or treatment **AND**
- B. I am not presently receiving these clinical services elsewhere and should I at any time receive these clinical services elsewhere, I understand that I must notify the CP Unlimited Treatment Coordinator immediately.
- C. By signing this form, I give consent to CP Unlimited the use and disclosure of protected health information about me for treatment, payment and healthcare operations.
- D. I also allow CP Unlimited to communicate with other healthcare specialists involved in my care. I have the right to revoke this consent, in writing, except where we have already made disclosures in reliance on my prior consent. Such revocation may result in the termination of further services.

Signature of Individual or Individual's Representative

Date

Name (Please Print)

Description of Representative's Authority, if Applicable

Constructive Partnerships Unlimited - ARTICLE 16 CLINIC

Patient's Bill of Rights

CP Unlimited recognizes the need to ensure the human rights of the individuals it serves. Therefore, the following principles and policies are to be adhered to by all staff, volunteers, and student interns:

1. Intellectual developmental disabled (IDD) persons have, to the maximum degree of feasibility, the same rights as all other human beings.
 2. Intellectual developmental disabled persons have the right to proper medical care and to such education, training, rehabilitation, guidance, and counseling that will enable them to develop their ability and maximum potential, regardless of their level of functioning.
 3. Intellectual developmental disabled persons have the right to perform productive work in a safe and sanitary environment or to engage in any other meaningful work activity to the fullest extent of their capabilities.
 4. Intellectual developmental disabled persons have the right to protection against commercial or other exploitation, from unnecessary use of mechanical restraining devices, neglect, abuse, or maltreatment by staff, volunteers, student trainees, and other individuals receiving services, or persons.
 5. Whenever Intellectual developmental disabled persons are unable, because of the severity of their disability, to exercise all their rights in a meaningful way or it becomes necessary to restrict or deny some or all of these rights, the procedure(s) used for that restriction or denial of rights must contain proper administrative and legal safeguards against every form of abuse.
 6. Intellectual developmental disabled persons have the right to participate in the treatment planning process unless the interdisciplinary treatment team deems otherwise, in which case a correspondent will act on behalf of the individual.
 7. Intellectual developmental disabled persons (or their parent, guardian, or correspondent) have the right to have input in participating in the choice of a physician and dentist; or the opportunity to obtain a second medical opinion.
 8. Intellectual developmental disabled persons (or their parent, guardian, or correspondent) have the right to refuse treatment and the right to a full explanation of the consequences of refusal.
 9. Intellectual developmental disabled persons (or their parent, guardian, or correspondent) have the right to appeal all decisions regarding their participation in the 'Clinic' or their transfer/discharge from the program without fear of reprisal.
- Appeals are made to Article 16 Coordinator, Clinic Director, Executive Vice President of CP Unlimited.
- a) Upon admission to the 'Clinic' and subsequently as changes occur thereafter, individuals and their parent/guardian/correspondent will be advised in writing of their rights at the facility as well as the appeal process (see Appeal Process).
 - b) After appropriate explanation of his/her rights by the Intake Worker/Treatment Coordinator, each individual may acknowledge with his/her signature the receipt of such information.
10. Intellectual developmental disabled persons and their parent, guardian, or correspondent have the right to know where any information pertaining to their treatment is sent and they must sign "Authorization for Release of Information" forms for this purpose.
 11. Intellectual developmental disabled persons have the right to know their records will be safeguarded for purposes of confidentiality and such records will be accessible to authorized persons only in accordance with the provisions of Article 33 of the Mental Hygiene Law and OPWDD regulations.
 12. Intellectual developmental disabled persons have the right, when participating in research, to be safeguarded from violations of human dignity and to be protected from physical and psychological harm.
 13. No physical punishment will be used against any individual.
 14. The safety and well-being of individuals will be safe-guarded to every extent possible. No architectural or structural barriers that interfere with accessibility to services, programs, or equipment will exist.
 15. Intervention strategies which minimize the degree of infringement on individual rights without sacrificing the likelihood of positive outcomes (least restrictive alternative) will have priority.
 16. All services will be individually tailored to meet the needs of each individual.
 17. All individuals and their parent, guardian, or correspondent will be given full opportunity to participate in the treatment process and its review.

Constructive Partnerships Unlimited
ARTICLE 16 CLINIC

TELEHEALTH PATIENT RIGHTS

1. Patient has the right to refuse to participate in services delivered via telehealth and must be made aware of alternatives and potential drawbacks of participating in a telehealth visit versus a face-to-face visit.
2. Patient has the right to be informed and made aware of the role of the practitioner at the distant site, as well as qualified professional staff at the originating site who are going to be responsible for follow-up or ongoing care.
3. Patient has the right to be informed and made aware of the location of the distant site and all questions regarding the equipment, the technology, etc., are addressed.
4. Patient has the right to have appropriately trained staff immediately available to them while receiving the telehealth service to attend to emergencies or other needs.
5. Patient has the right to be informed of all parties who will be present at each end of the telehealth transmission.
6. Patient has the right to select another provider and be notified that by selecting another provider, there could be a delay in service and the potential need to travel for a face-to-face visit.

Constructive Partnerships Unlimited

ARTICLE 16 CLINIC

DISCHARGE POLICY

During the course of treatment, it may in the clinical judgment of a physician/clinician be determined that an individual is no longer eligible to receive services. The determination to discharge will not be based on age, race, religion, gender or natural origin.

The decision to discharge an individual from the program will be based on one of the following determinations:

1. An individual does not wish to continue in treatment.
2. The individual has received maximum benefit from our services.
3. The person's treatment team, including the individual and/or their collateral(s), feels that the person can best be served by another agency/facility.
4. The person is transferred to a facility outside the clinic's catchment area.
5. Absent 90 days

**Constructive Partnerships Unlimited
ARTICLE 16 CLINIC**

APPEAL PROCESS

All participants in the program have the right to express a formal complaint to any staff member. The concern should first be addressed to the Coordinator of the Article 16 Clinic. He or she will respond to the concern within one business day. If he/she is unable to resolve the concern, it should be brought to the attention of the Director of the Article 16. He/or she will respond verbally within three business days. It is the responsibility of the Coordinator to document the results of the meeting in the case record. If the complaint remains unresolved, it should then be directed, in writing, to the Executive Vice President. A meeting will be held with all involved parties and a written response will be provided within 10 business days of the meeting. If the issue continues to be unresolved, the Director of the local DDSO should be contacted in writing. The DDSO will respond according to their guidelines which can be found on the OPWDD website.

Contact numbers:

CP Unlimited
Article 16 Clinic
40 Rector St. 15th Floor
New York, NY 10006
917-579-8751

Taconic DDSO (Putnam & Dutchess County)
26 Center Circle
Wassaic, NY 12592
845-877-6821

Metro DDSO (Bronx & Manhattan)
25 Beaver Street, 4th Floor
New York, NY 10004
646-766-3222

Brooklyn DDSO
888 Fountain Ave
Brooklyn, NY 11208
718-642-6000

Queens DDSO (Bernard Fineson)
80-45 Winchester Blvd.
Queens Village, NY 11427
718-217-4242

Staten Island DDSO
1150 Forest Hill Rd.
Staten Island, NY 10314
718-983-5200

OPWDD Division of Quality Management
Phone: 1-866-946-9733
Website: www.opwdd.ny.gov

City of NY Department of Health and Mental Hygiene Phone: 311
Website: www1.nyc.gov/site/doh/index.page

United Cerebral Palsy Associations of New York State, Inc.
d/b/a Constructive Partnerships Unlimited
Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

If you have any questions about this Notice please contact our Privacy Officer:
Ellen Gribbin, Phone: 212 947-5770 Ext. 5257
E-mail: egribbin@cpofnys.org

We understand that health information about you is personal. We are committed to protecting health information about you. We need to maintain certain information about you to provide you with quality services and comply with law and regulation. This Notice of Privacy Practices describes how we may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition, related health care services and payment for those services.

We are required to abide by the terms of this Notice of Privacy Practices. We are also required to notify you following a breach of unsecured health information. We may change the contents of our notice, at any time. The new notice will be effective for all protected health information that we maintain. You may obtain any revised Notice of Privacy Practices by accessing our website www.cpodnys.org, calling us and requesting that a revised copy be sent to you or asking for one when meeting with staff. We will promptly revise and make available this Notice whenever there is a material change to the uses or disclosures, your rights related thereto, our legal duties, or other privacy practices stated in this Notice.

1. Uses and Disclosures of Protected Health Information

**Uses and Disclosures of Protected Health Information
Based Upon Your Written Consent**

You will be asked by Constructive Partnerships Unlimited staff to sign a consent form. This document includes consent to the use and disclosure of your protected health information for treatment, payment and health care operations purposes, as described in this Section 1. Your protected health information may be used and disclosed by our staff and those outside of our agency that are involved in your care and treatment for the purpose of providing services to you. Your protected health information may also be used and disclosed to bill your insurance and to support the operation of Constructive Partnerships Unlimited.

Following are examples of the types of uses and disclosures of your protected health care information that Constructive Partnerships Unlimited is permitted to make. These examples are not meant to be exhaustive, but to describe the types of uses and disclosures that may be made by our Agency.

Treatment: We will use and disclose your protected health information to provide, coordinate, or manage your services. This includes the coordination or management of your services with a third party that has already obtained your permission to have access to your protected health information, such as another service provider. For example, we might disclose your protected health information, as necessary, to a physician that provides care to you or to your Medicaid Service Coordinator.

Payment: Your protected health information will be used, as needed, to obtain payment for services that we provide to you, such as: making a determination of eligibility or coverage for insurance benefits, and undertaking utilization review activities. For example, obtaining services may require that your relevant protected health information be disclosed to the health plan to obtain approval for Constructive Partnerships Unlimited services. In addition, bills may be sent to you or third party payers, such as insurance companies or health plans. The information on the bill may contain information that identifies you, your diagnosis and services provided.

Healthcare Operations: We may use or disclose, as needed, your protected health information in order to support the business activities of Constructive Partnerships Unlimited. These activities include, but are not limited to, quality assessment activities, employee review activities, training of health professionals and students, licensing, and conducting or arranging for other business activities. For example, we may use your information to evaluate the performance of staff involved in your care, to assess the quality of care you receive, and to learn how to improve our services.

We will share your protected health information with third party "business associates" that perform various activities for Constructive Partnerships Unlimited. Whenever an arrangement between our Agency and a business associate involves the use or disclosure of your protected health information, we will have a written contract that contains terms that will protect the privacy of your protected health information.

We may use or disclose certain information about you in order to contact you for fundraising activities supported by Constructive Partnerships Unlimited. You have the right to opt out of receiving these materials. If you or your family do not want to receive these materials, please contact our Privacy Officer and request that these fundraising materials not be sent.

Uses and Disclosures of Protected Health Information Based upon Your Written Authorization

Certain uses and disclosures require your authorization. An authorization is required, with certain exceptions, for any use or disclosure of your protected health information for marketing purposes or for purposes involving the sale of your protected health information. Also, a specific authorization is required for the release of HIV/AIDS, mental health, and psychotherapy notes and information.

Except as described in this Notice, uses and disclosures will be made with your written authorization. You may revoke such authorization, at any time, in writing, except to the extent that Constructive Partnerships Unlimited has taken an action in reliance on the use or disclosure indicated in the authorization.

Other Permitted and Required Uses and Disclosures That May Be Made With Your Consent, Authorization or Opportunity to Object

We may disclose to a member of your family, a relative, a close friend or any other person you identify, your protected health information that directly relates to that person's involvement in your health care. If you are unable to agree or object to such a disclosure, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment. In this regard, we will ask you to provide us with the names of persons to whom we may speak. We may use or disclose protected health information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care of your location, general condition or passing. Finally, we may use or disclose your protected health information to an authorized public or private entity to assist in disaster relief efforts and to coordinate uses and disclosures to family or other individuals involved in your health care.

Other Permitted and Required Uses and Disclosures That May Be Made Without Your Consent, Authorization or Opportunity to Object

We may use or disclose your protected health information in the following situations without your consent or authorization. These situations include:

Required by Law: We may use or disclose your protected health information to the extent that the use or disclosure is required by law. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. You will be notified, as required by law, of any such uses or disclosures.

Public Health: We may disclose your protected health information for public health activities and purposes to a public health authority that is permitted by law to collect or receive the information. The disclosure will be made for the purpose of controlling disease, injury or disability. We may also disclose your protected health information, if directed by the public health authority, to a foreign government agency that is collaborating with the public health authority.

Communicable Diseases: We may disclose your protected health information, if authorized by law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.

Health Oversight: We may disclose protected health information to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws.

Abuse or Neglect: We may disclose your protected health information to a public health authority that is authorized by law to receive reports of child abuse or neglect. In addition, we may disclose your protected health information if we believe that you have been a victim of abuse, neglect or domestic violence to the governmental entity or agency authorized to receive such information. In this case, the disclosure will be made consistent with the requirements of applicable federal and state laws.

Food and Drug Administration: We may disclose your protected health information to a person or company required by the Food and Drug Administration to report adverse events, product defects or problems, biologic product deviations, tract products; to enable product recalls; to make repairs or replacements, or to conduct post-marketing surveillance, as required.

Legal Proceedings: We may disclose protected health information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), and in certain conditions in response to a subpoena, discovery request or other lawful process. Special rules apply for HIV/AIDS information and mental health information.

Law Enforcement: We may also disclose protected health information, so long as applicable legal requirements are met, for law enforcement purposes. These law enforcement purposes include (1) legal processes and as otherwise required by law, (2) limited information requests for identification and location purposes, (3) disclosures pertaining to victims of a crime, (4) where there is suspicion that death has occurred as a result of criminal conduct, (5) in the event that a crime occurs on the premises of Constructive Partnerships Unlimited, and (6) medical emergency (not on Constructive Partnerships Unlimited's premises) and it is likely that a crime has occurred.

Coroners, Funeral Directors, and Organ Donation: We may disclose protected health information to a coroner or medical examiner for identification purposes, determining cause of death or for the coroner or medical examiner to perform other duties authorized by law. We may also disclose protected health information to a funeral director, as authorized by law, in order to permit the funeral director to carry out their duties. We may disclose such information in reasonable anticipation of death. Protected health information may be used and disclosed for cadaveric organ, eye or tissue donations purposes.

Criminal Activity: Consistent with applicable federal and state laws, we may disclose your protected health information, if we 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. We may also disclose protected health information if it is necessary for law enforcement authorities to identify or apprehend an individual.

Military Activity and National Security: When the appropriate conditions apply, we may use or disclose protected health information of individuals who are Armed Forces personnel (1) for activities deemed necessary by appropriate military command authorities; (2) for the purpose of a determination by the Department of Veterans Affairs of your eligibility for benefits, or (3) to foreign military authority if you are a member of that foreign military services. We may also disclose your protected health information to authorize federal officials for conducting national security and intelligence activities, including for the provision of protective services to the President or other legally authorized.

Workers' Compensation: Your protected health information may be disclosed by us as to comply with workers' compensation laws and other similar legally-established programs.

Inmates: We may use or disclose your protected health information if you are an inmate of a correctional facility and your physician created or received your protected health information in the course of providing care to you.

Required Uses and Disclosures: Under the law, we must make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of Section 164.500 *et. seq.*

2. **Your Rights**

Following is a statement of your rights with respect to your protected health information and a brief description of how you may exercise these rights.

You have the right to inspect and copy your protected health information. This means you may inspect and obtain a copy of protected health information about you for as long as we maintain the protected health information.

We may charge a reasonable, cost-based fee for the costs of copying, mailing or other supplies associated with your request, up to \$0.75 per page for copied records. We may deny your request to inspect and copy in certain limited circumstances. If you are denied access, you may request that the denial be reviewed by Constructive Partnerships Unlimited and/or the New York State Office of Mental Health. Please contact our Privacy Officer if you have questions about access to your medical record.

You have the right to request a restriction of your protected health information. This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply.

Constructive Partnerships Unlimited is not required to agree to a restriction that you may request, except we must agree to your request to restrict the information we provide to your health plan if the disclosure is not required by law and the information relates to health care being paid in full by someone other than the health plan. If Constructive Partnerships Unlimited believes it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. If Constructive Partnerships Unlimited does agree to the requested restriction, we may not use or disclose your protected health information in violation of that restriction unless it is needed to provide emergency treatment. You may request a restriction by contacting our Privacy Officer in writing.

You have the right to request to receive confidential communications from us b. alternative means or at an alternative location. We will accommodate reasonable requests. We may also condition this accommodation by asking you for information as to how payment will be handled or specification of an alternative address or other method of contact. We will not request an explanation from you as to the basis for the request. Please make this request in writing to our Privacy Officer.

You may have the right to have Constructive Partnerships Unlimited amend your protected health information. This means you may request an amendment of protected health information about you in a designated record set for as long as we maintain this information. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. Please contact our Privacy Officer to determine if you have questions about amending your medical record.

You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information. This right applies to disclosures for purposes other than treatment, payment or healthcare operations as described in this Notice of Privacy Practices. It excludes disclosures we may have made to you, for a facility directory, to family members or friends involved in your care, pursuant to your request, or for notification purposes.

You have the right to obtain a paper copy of this Notice from us, upon request, even if you have agreed to accept this Notice electronically.

Other Uses of Health Information: Certain releases of health information may 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. If you revoke your permission, we will no longer use or disclose health information about you for the reasons covered by your written authorization.

3. Complaints

You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by contacting the Office for Civil Rights, U.S. Department of Health and Human Services, Jacob Javits Federal Building, 26 Federal Plaza - Suite 3312, New York, NY 10278; Phone (800) 368-1019. You may file a complaint with us by notifying our Privacy Officer of your complaint. We will not retaliate against you for filing a complaint.

You may contact our Privacy Officer, Ellen Gribbin, at (212) 947-5770 Ext. 5257 or egribbin@cpofnys.org for further information about the complaint process.

This Notice was published and becomes effective March 2019.

**United Cerebral Palsy Associations of New York State, Inc.
d/b/a Constructive Partnerships Unlimited**

**Notice of Privacy Practices
Procedures to Give Notice to Individuals**

Purpose

45 CFR §164.520 requires that notice be given to individuals of the use and disclosure of protected health information as well as the individual's rights and a covered entity's legal duties with respect to protected health information. All new individuals receiving services are to be fully informed, in writing, of Constructive Partnerships Unlimited's obligations and responsibilities under the Health Insurance Portability and Accountability Act (HIPAA). This policy is designed to give guidance and to assist with compliance with these laws and regulations regarding the provision of this required notice. Written documentation of the delivery of the notice is to be obtained and maintained in each individual's record. Guidance relating to the required content of the notice is in a separate policy (*see* **Notice of Privacy Practices - Content of Notice**).

Policy

1. Constructive Partnerships Unlimited will provide a formal notice to individuals regarding the use and disclosure of protected health information pursuant to 45 CFR §164.520.
2. The provision of this notice will comply with the policies and procedures described herein.

Procedures

1. The notice will be provided to individuals with whom Constructive Partnerships Unlimited has a direct treatment relationship as follows:
 - (a) no later than the date of the first service delivery, including service delivered electronically;
 - (b) in an emergency treatment situation, as soon as reasonably practicable after the emergency treatment situation;
 - (c) upon request;
 - (d) on or after the effective date of a revision. Constructive Partnerships Unlimited will promptly revise its notice whenever there is a material change to the uses and disclosures, the individual's rights, the covered entity's legal duties, or other privacy practices stated in the notice (note regulators have clarified that providers are not required to print and hand out a revised notice to all individuals seeking treatment; providers must post the revised notice in a clear and prominent location and have copies of the notice at the delivery site for individuals to request to take with them.

- Providers are only required to give a copy of the notice to, and obtain a good faith acknowledgment of receipt from, new individuals receiving services);
- (e) promptly be available at the service delivery site for individuals to request and to take with them;
 - (f) posted in a clear and prominent location where it is reasonable to expect individuals seeking service from Constructive Partnerships Unlimited to be able to read the notice; and
 - (g) automatically and contemporaneously for electronic notices, when the response is to the individual's first request for service and the first service delivery is delivered electronically. The individual who is the recipient of electronic notice must also be permitted to retain the right to obtain a paper copy of the notice from Constructive Partnerships Unlimited upon request.
2. At the time of intake, all individuals are to receive a copy of Constructive Partnerships Unlimited's HIPAA Notice of Privacy Practices from the person conducting the intake.
 3. Any questions the individual may have should be directed to the Privacy Officer.
 4. Constructive Partnerships Unlimited will prominently post its notice on any web site that it maintains that provides information about its services, and make the notice available electronically through the web site.
 5. When providing the notice to an individual by e-mail, Constructive Partnerships Unlimited will:
 - (a) ensure that the individual has agreed to electronic notice and such agreement has not been withdrawn; and
 - (b) provide a paper copy of the notice to the individual if Constructive Partnerships Unlimited knows that an e-mail transmission of the electronic notice has failed.
 6. Constructive Partnerships Unlimited will document compliance with and maintain the notice, retaining copies of the notices issued by Constructive Partnerships Unlimited and the written acknowledgements or documentation of good faith efforts to obtain such written acknowledgement set forth below for a period of at least 6 years from the date it last was in effect.
 7. Except in an emergency treatment situation, Constructive Partnerships Unlimited will make good faith efforts to obtain written acknowledgement from individuals receiving the notice, such acknowledgement to include a statement that the individual has received the notice, the individual's signature and date. Individuals will be asked to sign and return the last page of the document which is acknowledgement of receipt.

If such acknowledgement is not obtained, Constructive Partnerships Unlimited will document its good faith efforts to obtain such acknowledgement and the reason why the acknowledgement was not obtained.

8. If a request for a confidential communication or restriction on use or disclosure is made on the acknowledgement, the Privacy Officer shall be informed immediately.
9. Knowledge of a violation or potential violation of this policy must be reported directly to the Privacy Officer.

**United Cerebral Palsy Associations of New York State, Inc.
d/b/a Constructive Partnerships Unlimited**

**Notice of Privacy Practices
Content of Notice**

Purpose

45 CFR §164.520 requires that notice be given to individuals of the use and disclosure of protected health information as well as the individual's rights and a covered entity's legal duties with respect to protected health information. This policy is designed to give guidance and to assist with compliance with laws and regulations regarding the content of the Notice of Privacy Practices.

Policy

1. Constructive Partnerships Unlimited will give adequate notice to individuals regarding the use and disclosure of their protected health information, their rights with respect to such use and disclosure, and Constructive Partnerships Unlimited's legal duties pursuant to 45 CFR §164.520.
2. The content of this notice shall comply with the policies and procedures that are described herein.

Procedures

1. Notice given to an individual regarding the use and disclosure of protected health information must be written in plain language and contain this statement prominently displayed: "THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY."
2. The notice must contain descriptions in sufficient detail to place the individual on notice of the uses and disclosures that are permitted or required by HIPAA and other applicable laws, including:
 - (a) A description, including at least one example, of the types of uses and disclosures that Constructive Partnerships Unlimited is permitted by law to make for each of the following purposes: treatment, payment, and health care operations;
 - (b) A description of each of the other purposes for which Constructive Partnerships Unlimited is permitted or required by the Privacy regulations to use or disclose protected health information without the individual's written consent or authorization;

- (c) Information as to when Constructive Partnerships Unlimited will disclose protected health information without the individual's written consent or authorization, including, where applicable:
 - 1. uses and disclosures required by law
 - 2. uses and disclosures for public health activities
 - 3. disclosures about victims of abuse, neglect or domestic violence
 - 4. uses and disclosures for health oversight activities
 - 5. disclosures for judicial and administrative proceedings
 - 6. disclosures for law enforcement purposes
 - 7. uses and disclosures about decedents
 - 8. uses and disclosures for cadaveric organ, eye or tissue donations purposes
 - 9. uses and disclosures for research purposes
 - 10. uses and disclosures to avert a serious threat to health or safety
 - 11. uses and disclosures for specialized government functions
 - 12. disclosures for workers' compensation.
 - (d) A description of the following types of uses and disclosures that require an authorization under 45 CFR §164.508(a)(2)-(a)(4), including the prohibition on:
 - 1. the sale of protected health information without the express written authorization of the individual; and
 - 2. marketing and disclosure of psychotherapy notes, except as appropriate with a proper authorization.
 - (e) A statement indicating that other uses and disclosures not described in the notice will be made only with the individual's written authorization, and a statement that the individual may revoke such authorization as permitted under HIPAA.
- 3. If a use or disclosure described in parts (a) and (b) of procedure 2 are prohibited or materially limited by other laws, the description of the disclosure must reflect the more stringent law.
 - 4. The notice must also contain the following statements or information:
 - (a) a statement of the individual's rights with respect to protected health information and a brief description of how the individual may exercise those rights:
 - 1. the right to request restrictions on certain uses and disclosures of protected health information;

2. a statement that Constructive Partnerships Unlimited is not required to agree to a requested restriction except to a health plan with respect to health care for which the individual or someone other than the health plan has paid in full;
 3. the individual's right to receive confidential communications of protected health information, as applicable;
 4. a statement and a brief description of how the individual may exercise his/her right to obtain a paper copy of the notice from the covered entity, even if the individual has agreed to receive the notice electronically;
 5. the right to inspect and copy protected health information;
 6. the right to amend protected health information; and
 7. the right to receive an accounting of disclosures with restrictions;
- (b) a statement that the covered entity is required by law to maintain the privacy of protected health information and to provide individuals with notice of its legal duties and privacy practices with respect to protected health information;
- (c) a statement that the covered entity is required to abide by the terms of the notice that is currently in effect;
- (d) a statement indicating that, for protected health information that it created or received prior to issuing a revised notice, Constructive Partnerships Unlimited reserves the right to change the terms of its notice and to make the new notice provisions effective for all protected health information that it maintains;
- (e) a statement that Constructive Partnerships Unlimited will promptly revise its notice whenever there is a material change to the uses or disclosures, the individual's rights, the covered entity's legal duties, or other privacy practices stated in the notice, and how it will make the revised notice available;
- (f) a statement that individuals may complain to Constructive Partnerships Unlimited and/or to the Department of Health and Human Services if they believe their privacy rights have been violated;
- (g) a brief description of how an individual may file a complaint with Constructive Partnerships Unlimited;
- (h) a statement that the individual will not be retaliated against for filing a complaint;
- (i) the name, or title, and telephone number of a person or office within Constructive Partnerships Unlimited to contact for further information concerning the notice of privacy practices;

- U) the date on which the notice is first in effect, which is not to be earlier than the date on which the notice is printed or otherwise published;
 - (k) for entities that have stated their intent to fundraise in their notice of privacy practices, the individual's right to opt out of receiving fundraising communications from the covered entity; and
 - (l) a statement that the individual will be notified of any breach of unsecured protected health information.
5. If applicable, the description in the notice of the types of uses and disclosures that Constructive Partnerships Unlimited is permitted to make for purposes of treatment, payment, and health care operations (see Procedure 2(a)) must also include separate statements indicating that Constructive Partnerships Unlimited may contact the individual to raise funds for the covered entity and that the individual has a right to opt out of receiving such communication.
 6. If Constructive Partnerships Unlimited chooses to apply and describe more limited uses or disclosures in its notice than required under 45 CFR Part 164, then it will ensure that it does not include in the notice a limitation affecting its right to make a use or disclosure that is required by law or permitted to avert a serious threat to health and safety.
 7. Constructive Partnerships Unlimited will promptly revise and make available, as required, its notice whenever there is a material change to the uses or disclosures, the individual's rights, Constructive Partnerships Unlimited' legal duties, or other privacy practices stated in the notice.
 8. Constructive Partnerships Unlimited will not implement a material change to any term of the notice prior to the effective date of the notice in which such material change is reflected, except when required by law.
 9. Knowledge of a violation or potential violation of this policy must be reported directly to the Privacy Officer.

**United Cerebral Palsy Associations of New York State, Inc.
d/b/a Constructive Partnerships Unlimited**

**Acknowledgement of Receipt of
Notice of Privacy Practices**

I, _____, hereby acknowledge that I have received a copy of Constructive Partnerships Unlimited's Notice of Privacy Practices.

Date

Signature of Individual or Individual's Representative

Name (Please Print)

Description of Representative's Authority,
if Applicable