

- **Notice Of Privacy for all clients of Serenity In Solutions LLC including Substance Use and Mental Health Care.**
- **Client Rights and Responsibilities**

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**Serenity In Solutions LLC.**  
**101 North 6<sup>th</sup>, Street, Kingfisher, Ok 73750**

**Original Date: 10/27/2016, Updated 10/01/2018**

*Serenity In Solutions LLC*, is committed to providing you with quality behavioral healthcare services. An important part of that commitment is protecting your health information according to applicable law. This notice (“Notice of Privacy Practices”) describes your rights and our duties under Federal Law. Protected health information (“PHI”) 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; the provision of healthcare services; or the past, present or future payment for the provision of healthcare services to you. We are required by law to maintain the privacy of your PHI; provide you with notice of our legal duties and privacy practices with respect to your PHI; and to notify you following a breach of unsecured PHI related to you. We are required to abide by the terms of this Notice of Privacy Practices. This Notice of Privacy Practices is effective as of the date listed on the first page. This Notice of Privacy Practices will remain in effect until it is revised. We are required to modify this Notice of Privacy Practices when there are material changes to your rights, our duties, or other practices contained herein. We reserve the right to change our privacy policy and practices and the terms of this Notice of Privacy Practices, consistent with applicable law and our current business processes, at any time. Any new Notice of Privacy Practices will be effective for all PHI that we maintain at that time. Notification of revisions of this Notice of Privacy Practices will be provided as follows: 1. upon request; 2. electronically via our website or via other electronic means; and 3. as posted in our place of business. In addition to the above, we have a duty to respond to your requests (e.g. those corresponding to your rights) in a timely and appropriate manner. We support and value your right to privacy and are committed to maintaining reasonable and appropriate safeguards for your PHI.

**The confidentiality of alcohol and drug abuse patient records maintained by Serenity In Solutions LLC is protected by Federal law and regulations (42 CFR Part 2). We will not say to a person outside the treatment agency that you are a client of the treatment agency, or disclose any information identifying you unless:**

- (1) You consent in writing (as discussed below in “Authorization to Use or Disclose PHI”);
- (2) The disclosure is allowed by a court order (as discussed below in “Uses and Disclosures”); or
- (3) **The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, report abuse/neglect or program evaluation (as discussed below in “Uses and Disclosures”).**

**Uses and disclosures of your PHI may be permitted, required, or authorized. The following categories describe various ways that we use and disclose PHI:**

- a. **Among Serenity In Solutions LLC Personnel.** Your PHI may be used in connection with billing statements we send you and in connection with tracking charges and credits to your account. Your PHI will be used to check for eligibility for insurance coverage and prepare claims for your insurance company where appropriate. We may use and disclose your PHI in order to conduct our healthcare business and to perform functions associated with our business activities, including accreditation and licensing.
- b. **Oklahoma Department of Mental Health and Substance Abuse Services/Oklahoma Health Care Authority/Department of Health.** We are required to disclose PHI to the ODMHSAS and OHCA when undergoing an audit to comply with state regulations, accreditations and for billing purposes.
- c. **Community Sentencing.** If you are participating in Community Sentencing we are required to disclose PHI to the DOC Community Sentencing Administrators for contractual & auditing purposes.
- d. **Business Associates.** We may disclose your PHI to Business Associates that are contracted by us to perform services on our behalf which may involve receipt, use or disclose of your PHI. Our Business Associates must agree to: (i) protect the privacy of your PHI; (ii) use and disclose the information only for the purposes for which the Business Associate was engaged; (iii) be bound by 42 CFR Part 2; and (iv) if necessary, resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.

## Client Copy

### Notice Of Privacy Practices.

### Client Rights and Responsibilities

- e. **Crimes on premises.** We may disclose to law enforcement officer's information that is directly related to the commission of a crime on the premises or against our personnel or to a threat to commit such a crime.
- f. **Reports of suspected abuse/neglect of a child, elderly person or disabled person.** We are required to report under state law incidents of suspected child/elderly/disabled abuse and neglect to the appropriate state or local authorities. However, we may not disclose the original patient records, including for civil or criminal proceedings, which may arise out of the report of suspected child/elderly/disabled abuse and neglect, without consent. Serenity In Solutions LLC will make every effort to involve you in the reporting process unless to do so would cause greater harm to the suspected victim.
- g. **Court order.** We may disclose information required by a court order, provided certain regulatory requirements are met.
- h. **Emergency situations.** We may disclose information to medical personnel for the purpose of treating you in an emergency. We also may not be able to protect your PHI or identity at the service location in emergency cases or during/as a result of a catastrophic event.
- i. **Research.** We may use and disclose your information for research if certain requirements are met, such as approval by an Institutional Review Board. At no time will you be required to permit disclosure of your information for research purposes. Serenity In Solutions LLC will obtain your direct written consent first. Demographic information maybe collected and utilized for statistical purposes and/or to facilitate SIS LLC in obtaining funding. Personal identifying information such as name or social security number will not be utilized.
- j. **Audit and Evaluation Activities.** We may disclose your information to persons conducting certain audit and evaluation activities, provided the person agrees to certain restrictions on disclosure of information. Audit and Evaluations will allow Serenity In Solutions LLC to gain certifications & grants from state and federal entities to allow us to provide more services to you, at a lower cost.
- k. **Reporting of Death.** We may disclose your information related to cause of death to a public health authority that is authorized to receive such information.

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Other than as stated above, we will not use or disclose your PHI other than with your written authorization. Subject to compliance with limited exceptions, we will not use or disclose psychotherapy notes, use or disclose your PHI for marketing purposes or sell your PHI. If you or your representative authorizes us to use or disclose your PHI, you may revoke that authorization in writing at any time to stop future uses or disclosures. We will honor oral revocations upon authenticating your identity until a written revocation is obtained. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect.

**The following are the rights that you have regarding PHI that we maintain about you.** Information regarding how to exercise those rights is also provided. Protecting your PHI is an important part of the services we provide you. We want to ensure that you have access to your PHI when you need it and that you clearly understand your rights as described below.

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1. You have the right to adequate notice of the uses and disclosures of your PHI, and our duties and responsibilities regarding same, as provided for herein.
  2. You have the right to request both a paper and electronic copy of this Notice. You may ask us to provide a copy of this notice at any time.
  3. You have the right to access, inspect and obtain a copy of your PHI for as long as we maintain it as required by law. This right may be restricted only in certain limited circumstances as dictated by applicable law. All requests for access to your PHI must be made in writing. Under a limited set of circumstances, we may deny your request. Any denial of a request to access will be communicated to you in writing. If you are denied access to your PHI, you may request that the denial be reviewed. Another licensed health care professional chosen by Serenity In Solutions LLC will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the decision made by the designated professional. If you are further denied, you have a right to have a denial reviewed by a licensed third party healthcare professional (i.e. one not affiliated with us). We will comply with the decision made by the designated professional. We may charge a reasonable, cost-based fee for the copying and/or mailing process of your request (25 cents per page + current postal rate).
  4. You have a right to request electronic PHI. As to PHI which may be maintained in electronic form and format, you may request a copy to which you are otherwise entitled in that electronic form and format if it is readily producible, but if not, then in any readable form and format as we may agree (e.g. PDF). **Electronic form/format may come from an unencrypted source. SIS LLC cannot protect the confidentiality of emailed PHI.**
  5. You have the right to request your PHI be transmitted to another individual or entity, either in electronic or paper format. If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. A release must be signed and treatment

advocate form completed and signed prior to any transmission or disclosure. Transmittal of paper formats may incur mailing/copying costs of 25 cents per page + current postal rate, at YOUR expense.

6. If you believe the PHI we have about you is incorrect or incomplete, you have the right to request that we amend your PHI for as long as it is maintained by us. The request must be made in writing and you must provide a reason to support the requested amendment. Under certain circumstances, we may deny your request to amend, including but not limited to, when the PHI: 1. was not created by us; 2. is excluded from access and inspection under applicable law; or 3. is accurate and complete. If we deny amendment, we will provide the rationale for denial to you in writing. You may write a statement of disagreement if your request is denied. This statement will be maintained as part of your PHI and will be included with any disclosure. If we accept the amendment, we will work with you to identify other healthcare stakeholders that require notification and provide the notification.
7. We are required to create and maintain an accounting (list) of certain disclosures we make of your PHI. You have the right to request a copy of such an accounting during a time specified by applicable law prior to the date on which the accounting is requested (up to six years). You must make any request for an accounting in writing. We are not required by law to record certain types of disclosures (such as disclosures made pursuant to an authorization signed by you), and a listing of these disclosures will not be provided. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. We will notify you of the fee to be charged (if any) at the time of the request.
8. You have the right to request restrictions or limitations on how we use and disclose your PHI for treatment, payment, and operations. We are not required to agree to restrictions for treatment, payment, and healthcare operations except in limited circumstances as described below. This request must be in writing. If we do agree to the restriction, we will comply with restriction going forward, unless you take affirmative steps to revoke it or we believe, in our professional judgment, that an emergency warrants circumventing the restriction in order to provide the appropriate care or unless the use or disclosure is otherwise permitted by law. In rare circumstances, we reserve the right to terminate a restriction that we have previously agreed to, but only after providing, you notice of termination.
  - a. If you have paid out-of-pocket (or in other words, you or someone besides your health plan has paid for your care) in full for a specific item or service, you have the right to request that your PHI with respect to that item or service not be disclosed to a health plan for purposes of payment or healthcare operations, and we are required by law to honor that request unless affirmatively terminated by you in writing and when the disclosures are not required by law. This request must be made in writing.
  - b. You have the right to request that we communicate with you about your PHI and health matters by alternative means or alternative locations. Your request must be made in writing and must specify the alternative means or location. We will accommodate all reasonable requests consistent with our duty to ensure that your PHI is appropriately protected.
9. You have the right to be notified in the event that we (or one of our Business Associates) discover a breach involving unsecured PHI. All software and assessment resources are HIPPA compliant. Serenity In Solutions LLC currently uses the following electronic/online services (some may not be applicable to your care):
  - a. Theranest Software for record keeping, appointment reminders and insurance billing.
  - b. Online-Testing.com, accessingparenting.com, Pearson Q-Global & other sites for assessments/screening instruments and automatic scoring
  - c. Office Ally insurance clearing house
  - d. Avility multi-payer provider engagement portal to access health plans, check eligibility & benefits, obtain authorizations, referral, submit and correct claims
  - e. OHCA provider portal to check eligibility
  - f. Think Health Software for Quest contract services
  - g. PICIS data entry for CDC
  - h. Access Control data entry for ODMHSAS services
  - i. SquareUp merchant portal to collect payments through credit/debit cards (name/address/card number/type of service is disclosed)
  - j. Gmail- You can receive emails from Serenity In Solutions LLC, send emails to SIS LLC or request that PHI be emailed to other entities. Consent must be given/release must be signed prior to sending/receiving emails. **Electronic form/format may come from an unencrypted source. SIS LLC cannot protect the confidentiality of emailed PHI.**
  - k. BancFirst business account

10. You have the right to file a complaint in writing with us or with the Oklahoma General Advocate, or the licensing board, if you believe we have violated your privacy rights or. Any complaints to us should be made in writing to our address listed above. *We will not retaliate against you for filing a complaint.*

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- a. You may also make complain to ODMHSAS :  
OKC Metro: 405/573-6605 or (Statewide) Toll Free: 866/699-6605  
Office of Consumer Advocacy  
2401 NW 23rd Street, Suite 82  
Oklahoma City, OK 73107
  - b. You may also make complaints to the licensing board at:  
**Oklahoma State Board of Licensed Alcohol and Drug Counselors**  
101 NE 51st St :: Post Office Box 54388 :: Oklahoma City, OK 73154-0817  
Tel: (405) 521-0779 :: Fax: (405) 521-0291  
Executive Director Email: rpierson@okdrugcounselors.org  
Administrative Assistant Email: vsmith@okdrugcounselors.org
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### Client Responsibilities

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1. **Appointments:** Serenity In Solutions LLC strives to provide each client with comprehensive services. SIS LLC values your time and will work with you to schedule appointments in a timely manner. It is important that you attend and participate fully in scheduled appointments. Serenity in Solutions LLC requests to be notified 24 hours in advance for all cancelled appointments. SIS LLC understand that undue circumstances may occur where this cannot occur, during such times SIS LLC requests clients to call at their earliest convenience to reschedule. Rescheduling of appointments on the same day and time of the week may not be available. Clients who are required to attend an appointment by the Criminal Justice System (court/lawyer/PO) or Department of Human Services, it is important that you attend and fully participate in the service being provided. Reports furnished to said entities will include appointments missed.
2. **Confidentiality:** All clients who receives services are bound by Federal law to keep knowledge of participation in treatment and information shared in treatment from other clients confidential. In short, it is illegal for you to tell anyone else that a person is a client at Serenity In Solutions LLC. Serenity In Solutions LLC takes confidentiality very seriously and will report breaches in confidentiality to the authorities.
3. **Conduct:** You are required to conduct yourself in an appropriate manner at all times while on Serenity In Solutions LLC premises. Serenity In Solutions LLC has no tolerance for bullying, aggressive/assaultive behavior, or hate speech (racists/sexist/discriminatory) directed toward another person on or off the premises.
4. **No Smoking:** Serenity In Solutions LLC has a strict no smoking/vaping policy.
5. **Goal Directed:** Serenity In Solutions LLC want to ensure that you reach your treatment goals. You will be provided with a copy of your treatment plan to reference and aid you in staying 'on track' with your treatment goals. You may also be encouraged to complete out-of-session treatment enhancing techniques (aka homework). Treatment enhancing techniques are tailored to your specific needs and are an important component of your success in counseling.
6. **Payment:** As indicated below, you are responsible for prompt payment for services rendered. Serenity In Solutions LLC strives to provide comprehensive services to anyone seeking service, a sliding scale discount is available and payment arrangements can be made upon request. SIS LLC accepts all applicable insurance providers. You are responsible for copay/coinsurance costs. SIS LLC follows the "No Wrong Door" policy, meaning that if SIS LLC cannot provide requested services at an affordable price, we will help you find a provider in your area that can meet your financial needs.

Serenity In Solutions LLC retains the right to terminate services with clients on the following cause:

- o Non-Compliance with treatment
- o Missing two or more appointments without providing 24 hour advanced notification within 6 months
- o No contact with counselor for more than 30 days (written/verbal/in-person)
- o Failure to make timely payments as agreed upon
- o Engaging in criminal/assaultive or other inappropriate behaviors towards staff, other clients or property of the latter
- o Disclosing information or breaking the confidentiality of other clients participating in treatment services

- **Payments for Services rendered:**

Serenity In Solutions LLC strives to provide comprehensive assessment and treatment at an affordable cost. If SIS LLC is not able to provide you with the service you request, SIS LLC will work to provide you with appropriate referrals. You are responsible to paying for services at the time the services is provided. If you are receiving an assessment as required by a court order, Probation/Parole or DHS caseworker, the report will only be furnished when payment in full is made. If you are required to retest because of Invalid assessment results, you will be charged an initial retesting fee of \$25.00. You will be provided with one hour to retest. For retesting lasting longer than one hour, you will be charged an additional \$25.00 fee (up to the original cost of the assessment {100/125/150}). \*Completing assessments fully and honestly will greatly lessen the need for re-testing. \*

Serenity In Solutions LLC is in-network for Health Choice, BlueCross BlueShield, UBH, Aetna & Cigna, and continually working to become contracted with "in-network" for other insurance providers. Out-of-Network services can be billed. Co-payments/coinsurance is due at the time the service is provided. Upon request, payment arrangements can be made. An invoice detailing payment arrangements must be signed.

You are responsible for timely payment, and valid payment. Oklahoma Law allows for recovery of cost's in actions to recover for services rendered and associated Attorney Fee's, taxes and interest, also fee's taxed in actions to collect on checks, drafts or charges in which said instrument has been refused because of insufficient funds. A \$35.00 insufficient fund fee will also be applied.

Serenity In Solutions LLC accepts the following forms of payments: Cash, Money Order, Mastercard, Visa, and Debit Card.

Serenity In Solutions LLC will provide each client with a receipt that identifies the date, services being provided, cost of service and balance.

A signed **Consent to Treatment** serves as evidence that this Notice of Privacy has been thoroughly reviewed with the consumer.

Attached below is the Consumer Bill of Rights:

**Oklahoma Department of Mental  
Health & Substance  
Abuse Services**

**CONSUMER RIGHTS**

**You have the right to be treated with dignity and respect.**

In addition,

- (1) Each consumer shall retain all rights, benefits, and privileges guaranteed by law except those lost through due process of law.
- (2) Each consumer has the right to receive services suited to his or her condition in a safe, sanitary and humane treatment environment regardless of race, religion, gender, ethnicity, age, degree of disability, handicapping condition, or sexual orientation.
- (3) Each consumer, on admission, shall have the absolute right to private uncensored communication with persons of his/her choice by phone or mail, at the facility's expense if the consumer is indigent, and by personal visit.
- (4) Each consumer retains the right of confidential communication with persons of his/her choice. A consumer's right to contact the ODMHSAS Advocate's Office, Inspector General's Office, their attorney, personal physician, or clergy shall not be limited by the facility.
  - ( ) Each consumer is entitled to uncensored private communication (letter, telephone, personal visits); such letters or copies of letters shall not be kept in consumer treatment records.
- (6) No consumer shall be subject to maltreatment or otherwise abused by staff, visitors, or other consumers.
- (7) Each consumer shall receive treatment in the least restrictive environment and have the maximum freedom of movement consistent with his or her clinical condition and legal status.
- (8) Each consumer shall have easy access to his or her personal funds deposited with the finance office, and shall be entitled to an accounting.
- (9) Each consumer may have his or her own clothing and other personal possessions.
- (10) Each consumer shall have the right to practice his or her religious belief and be accorded the opportunity for religious worship. No consumer shall be coerced into engaging in or refraining from any religious activity, practice, or belief.
- (11) Each consumer legally entitled to vote shall be assisted to register and vote when they so request.
- (12) Each consumer shall be provided with prompt, competent, and appropriate treatment; and an individualized treatment plan. A consumer shall participate in his or her treatment programs and may consent or refuse to consent to e proposed treatment. The right to consent or refuse to

consent may be abridged for those consumers adjudged incompetent by a court of competent jurisdiction and in emergency situations as defined by law. Additionally, each consumer shall have the right to the following:



- (A) Allow the guardian of the consumer and/or another individual of the consumer's choice to participate in the consumer's treatment and with the consumer's consent;
  - (B) To be free from unnecessary, inappropriate, or excessive treatment;
  - (C) To participate in consumer's own treatment planning;
  - (D) To receive treatment for co-occurring disorders if present;
  - (E) To not be subject to unnecessary, inappropriate, or unsafe termination from treatment; and
  - (F) To not be discharged for displaying symptoms of the consumer's disorder.
- (13) Every consumer's record shall be treated in a confidential manner.
  - (14) No consumer shall be required to participate in any research project or medical experiment without his or her informed consent as defined by law. Refusal to participate shall not affect the services available to the consumer.
  - (15) A consumer may voluntarily participate in work therapy and must be paid fair compensation. However, each consumer is responsible for personal housekeeping tasks without compensation.
  - (16) A consumer shall have the right to assert grievances with respect to an alleged infringement on his or her rights.
  - (17) Consumer shall be permitted to establish and participate in a consumer committee or consumer government by unit or facility wide.
  - (18) A consumer being discharged shall have plans for outpatient treatment, sufficient medication, suitable clothing for the season, housing information and referral, and if consumer permits, family involvement in the plan.
  - (19) Each consumer has the right to request the opinion of an outside medical or psychiatric consultant at his or her own expense or a right to an internal consultation upon request at no expense.
  - (20) No consumer shall be retaliated against or subjected to any adverse change of conditions or treatment because the consumer asserted his or her rights.
  - (21) Most rights may be limited by the treatment team for therapeutic reasons, including safety of the consumer or other consumers and staff in the facility. These limitations must be documented in the clinical record, reviewed frequently, and shall not be limited for purposes of punishment, staff convenience, or in retaliation for a consumer exercising any of his/her rights.

**For questions or concerns, call ODMHSAS Advocacy Division Toll Free 1-866-699-6605  
ODMHSAS Inspector General's Office 1-800-522-4058**

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