



Notice of Privacy Practices

As an essential part of our commitment to you, Heartland ABA maintains the privacy of certain confidential health care information about our clients, known as Protected Health Information (PHI). We are required by law to protect this health care information and to provide our clients with the attached Notice of Privacy Practices.

The Notice outlines our legal duties and privacy practices in respect to our clients' PHI. It not only describes our privacy practices and legal rights, but outlines how Heartland ABA may use and disclose PHI, how one can access and copy information, may request amendment of that information and may request restrictions on our use and disclosure of the PHI.

We respect our clients' privacy and treat all health care information about clients with care under strict policies of confidentiality, which all of our staff members are committed to following at all times.

PLEASE READ THE ATTACHED DETAILED NOTICE. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR PRIVACY OFFICER:

Privacy Officer: **Heartland ABA**
Phone: 1-800-579-7351

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

Purpose of this Notice: Heartland ABA is required by law to maintain the privacy of certain confidential health care information, known as Protected Health Information (PHI), and to provide you with a notice of our legal duties and privacy practices with respect to clients' PHI. This Notice describes legal rights, advises of our privacy practices and outlines how Heartland ABA is permitted to use and disclose PHI about our clients.

Heartland ABA is also required to abide by the terms of the version of this Notice currently in effect. In most situations we may use this information as described in this Notice without permission, but there are some situations where we may use it only after we obtain our clients written authorization, if we are required by law to do so.

Uses and Disclosures of PHI: Heartland ABA may use PHI for the purposes of payment and health care operations, in most cases without written permission. Examples of our use of PHI:

For treatment: This includes the provision, coordination, or management of healthcare and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a client; or the referral of a client for health care from one health care provider to another.

For payment: This includes any activities we must undertake in order to get reimbursed for the services provided to our clients, including such things as organizing PHI and submitting bills to insurance companies (either directly or through a third party), management of billed claims for services rendered, medical necessity determinations and reviews, utilization review and collection of outstanding accounts.

Heartland ABA will not use or disclose more information for payment purposes than is necessary. This is known as using only the minimum necessary amount to accomplish the purpose of use or disclosure. We are accountable to the Secretary of Health and Human Services to safeguard (keep secure) and protect (keep private) our clients' information.

For health care operations: This includes quality assurance activities, licensing and training programs to ensure that our personnel meet our standards of care and follow established policies and procedures, obtaining legal and financial services, conducting business planning, processing grievances and complaints, creating reports that do not individually identify you for data collection purposes, fundraising and certain marketing activities.

Notification in the Case of a Breach: Heartland ABA is required by law to notify our clients in case of a breach of their unsecured protected health information when it has been or is reasonably believed to have been accessed, acquired or disclosed as a result of a breach.

Use and Disclosure of PHI without Your Authorization: Heartland ABA is permitted to use PHI without written authorization, or opportunity to object in certain situations, including:

1. For use in obtaining payment for services provided or in other health care operations;
2. To another health care provider or entity for the payment activities of the provider or entity that receives the information (such as your hospital or insurance company);
3. To another health care provider (such as the hospital) for the health care operations activities of the entity that receives the information as long as the entity receiving the information has or has had a relationship with our clients and the PHI pertains to that relationship;

4. For health care fraud and abuse detection or for activities related to compliance with the law;
5. To a family member, other relative or close personal friend or other individual involved in our clients care if we obtain verbal agreement to do so or if we give our clients an opportunity to object to such a disclosure and you do not raise an objection. We may also disclose health information to family, relatives or friends if we infer from the circumstances that there is no objection. For example, we may assume our clients agree to our disclosure of personal health information to their spouse when their spouse has called us for them. In situations where our clients are not capable of objecting (because the clients are not present or due to incapacity or medical emergency), we may, in our professional judgment, determine that a disclosure to our client's family member, relative or friend is in the best interest. In that situation, we will disclose only health information relevant to that person's involvement in our client care;
6. To a public health authority in certain situations (such as reporting a birth, death or disease as required by law, as part of a public health investigation, to report child or adult abuse or neglect or domestic violence, to report adverse events such as product defects or to notify a person about exposure to a possible communicable disease) as required by law;
7. For health oversight activities including audits or government investigations, inspections, disciplinary proceedings and other administrative or judicial actions undertaken by the government (or their contractors) by law to oversee the health care system;
8. For judicial and administrative proceedings as required by a court or administrative order, or in some cases in response to a subpoena or other legal process;
9. For law enforcement activities in limited situations, such as when there is a warrant for the request or when the information is needed to locate a suspect or stop a crime;
10. For military, national defense and security and other special government functions;
11. To avert a serious threat to the health and safety of a person or the public at large;
12. For workers' compensation purposes and in compliance with workers' compensation laws;
13. To coroners, medical examiners and funeral directors for identifying a deceased person, determining cause of death, or carrying on their duties as authorized by law; and
14. If our client is an organ donor, we may release health information to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ donation bank, as necessary, to facilitate organ donation and transplantation.

Any other use or disclosure of PHI, other than those listed above, will only be made with written authorization (the authorization must specifically identify the information we seek to use or disclose, as well as when and how we seek to use or disclose it). **Authorization may be revoked at any time, in writing, except to the extent that we have already used or disclosed medical information in reliance on that authorization.**

Client Rights: Our clients have certain rights with respect to the protection of their PHI.

Heartland ABA will permit individuals to exercise client rights.

The right to access, copy or inspect PHI. This means our clients may come to our offices and inspect and copy most of the medical information about them that we maintain in both paper and electronic format. We will generally permit access, copying or inspection of PHI. Information held electronically must be provided in electronic form if requested by the client. Clients do not have a right under law to access "psychotherapy notes", which means notes recorded (in any medium) 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 are separated from the rest of the individual's medical record.

The right to amend PHI. Our clients have the right to ask us to amend their written medical information. We will consider amending any clients' PHI.

The right to request an accounting of our use and disclosure of an individual's PHI. Our clients may request an accounting from us of certain disclosures of their medical information that we have made in the last six years prior to the date of the request.

We are not required to give an accounting of information we have used or disclosed for purposes of treatment, payment or health care operations.

We also are not required to give an accounting of our uses of PHI for which we already have a written authorization for such use. To request an accounting of the medical information that we have used or disclosed that is not exempted from the accounting requirement, contact the Privacy Officer.

The right to request that we restrict the uses and disclosures of an individual's PHI. Our clients have the right to request that we restrict how we use and disclose their medical information that we have for treatment, payment or health care operations, or to restrict the information that is provided to family, friends and other individuals involved in their health care. But if the information is needed to provide emergency treatment, then we may use the PHI or disclose the PHI to a health care provider to provide them with emergency treatment.

Our clients have a right to a restriction to disclosure of PHI to a health plan for payment if the client has paid in full for the services and items provided in that visit.

Revisions to the Notice: Heartland ABA reserves the right to change the terms of this Notice at any time, and the changes will be effective immediately and will apply to PHI that we maintain. Any material changes to the Notice will be promptly posted in our facilities and posted to our website, if we maintain one. Our clients will be given a copy of the latest version of this Notice at their next visit or by contacting the Privacy Officer.

Your Legal Rights and Complaints: Our clients also have the right to complain to us, or to the Secretary of the United States Department of Health and Human Services, if they believe their privacy or security rights have been violated. Complainants will not be retaliated against in any way for filing a complaint with us or to the government. Should our clients have any questions, comments or complaints they may direct all inquiries to the Privacy Officer, or to file a complaint with the government may contact the Civil Rights Division at OCRMail@hhs.gov or call 1-800-368-1019.

Effective Date of the Notice: January 2015

Compassionate Billing

Policy

It is the policy of Heartland ABA (“Provider”), generally, to bill and collect all patient copayments, including, for example, copayments required to be collected at the date of service by health maintenance organizations, point of service copayments, deductibles for traditional insurance plans or for out-of-network benefits, and co-insurance amounts, as and when required under the applicable government sponsored or private health care reimbursement program (hereinafter collectively referred to as “Copayments”). Notwithstanding this, we acknowledge that patient Copayments may restrict access to health care services or otherwise subject individual patients to financial hardship. Therefore, the purpose of this policy is to ensure that all members of the community served by the Provider are afforded access to the therapeutic and behavioral health services we offer and set forth the limited circumstances in which we may reduce or waive certain patient Copayments.

1. Government Payors.

Provider shall comply with all obligations under government-sponsored health care reimbursement programs in which it participates, including Medicare. Accordingly, we will use good faith efforts to collect the Copayments from all beneficiaries of such programs. We will not waive or reduce patient Copayments under the government-sponsored health care reimbursement programs except in accordance with the procedures for hardship waivers set forth below.

2. Non-Government Payors.

Provider shall comply with its contractual obligations to health maintenance organizations, commercial insurance carriers, preferred provider organizations and other non-government health care reimbursement programs. Accordingly, we will use good faith efforts (i.e., at least three (3) good faith and timely attempts) to collect the Copayments from all beneficiaries of such programs, as and when required under these programs and by law. Unless otherwise expressly permitted in the applicable participation agreement or other contract between us and a third-party payor, we may not waive or reduce patient Copayments under these programs except in accordance with the procedures for hardship waivers set forth below and, in such cases, only to the extent that such hardship waivers are not prohibited under the applicable participation agreement or other contract.

3. Hardship Waivers.

On a case by case basis, Provider may consider a particular patient’s financial hardship, and elect to waive a Copayment required under a government sponsored health care reimbursement program or a private health care reimbursement program in which it participates. In no event shall such hardship waivers be granted excessively or in a routine manner.

In order to be considered for a waiver pursuant to financial hardship, the patient must request a Financial Hardship application. Patients can contact our offices to request the application. Upon receipt of the Financial Hardship application from the Patient, Provider

may also request appropriate documentation from a patient seeking a financial hardship waiver, including, but not limited to:

1. Proof that the patient is at or below 200% of the current federal poverty guidelines (which can be accessed at <https://aspe.hhs.gov/poverty-guidelines>), which can be in the form of W-2 withholding statements, pay check stubs, income tax returns, forms from Medicaid or other State-funded medical assistance, forms from employers or welfare agencies.

2. Proof of bankruptcy settlement, catastrophic situations (death, disability in family, divorce) or other documentation that shows that the patient would be unable to pay for medical bills and still be able to pay for other basic necessary expenses.

Provider may elect to reduce or waive a Copayment only if: (i) we bill the patient and attempt to collect the Copayment in accordance with our ordinary billing and collection procedures (i.e. making no less than three (3) good faith and timely attempts to collect the Copayment), (ii) the patient account status is such that it would otherwise ordinarily be referred to our collection agency for delinquent accounts, (iii) the patient or other responsible party requests a hardship waiver, and the patient or other responsible party provides the information and documentation (as detailed above) required for Provider to conduct a financial screening, (iv) analysis of the financial screening information substantiates the patient's inability to pay the outstanding Copayments, (v) the foregoing steps are well documented and maintained (for a period of no less than seven (7) years and shall be made available to the applicable governmental agency upon its request) along with the patient's financial records, and (iv) the waiver decision is approved by the director and the applicable payor is notified in writing.

In the event Provider determines that the patient's financial status warrants a waiver, the patient will be so notified and will be informed of his or her obligation to notify Provider in the event that his or her financial hardship changes.

4. In Network and Accommodations for Out-Of-Network Services.

Please request a list of In Network providers from our intake coordinator.
Email intake@heartlandbehavior.com

However, Provider may identify, from time to time, non-government health care reimbursement programs that cover a notable portion of the members in the community

served by Provider, but with which Provider does not participate as an in-network provider. If you do not see your insurance plan listed above, Provider is not in-network with that particular plan. However, we may be able to enter into a Single Case Agreement (“SCA”) with your insurer so that you and your family can receive coverage for services.

Although we consider it preferable to reach participating agreements with all payers, we are not compelled by this policy to participate or to accept unfavorable terms or conditions for participation. If you have insurance coverage with a carrier with which Provider is not currently in-network or with which we are unable to obtain an SCA, an estimate of Provider’s charges for services to be rendered is available upon your request. Provider is happy to answer any questions you may have regarding your insurance coverage.

In order to extend the benefits of this Compassionate Billing Policy to all members of the community served, including insured as well as uninsured members of the community, and to improve access to behavioral health and related services in our community, we may elect to waive or accept reduced Copayments from beneficiaries of non-government sponsored or supported health care reimbursement plans with which we are not contractually bound. That is, we may elect to waive or accept reduced Copayments in cases where the Provider is deemed an out-of-network provider. This discretionary waiver or accommodation may be applied by Provider only in strict compliance with the following principles:

- a) Except as provided below, the discretionary waiver or accommodation must remain within our discretion: no agreement or contract may be offered or entered into with any patient, or any organization representing patients, or any employer, or any physician or other health care provider, under which we are obligated to waive Copayments or make other accommodations concerning out-of-network benefits. We may, however, enter into an agreement directly with a third-party payor, under which our company remains out-of-network, but which provides for certain waivers or other accommodations for network beneficiaries.
- b) Provider shall use reasonable efforts to collect a patient’s Copayment obligations. Any and all discretionary waivers or accommodations shall be made strictly on a case-by-case basis, upon the request of the patient (using the waiver procedures set forth in 3 above as and if applicable), and never in advance of the performance of any services by the Provider. If the discretionary waiver or accommodation is or will be applied, or is of the kind or nature that could be applied, in any routine manner, then it must be approved by the director, and the applicable payor will be notified in writing. Provider shall (i) make no less than three (3) good faith and timely attempts to collect a patient’s Copayment obligation, (ii) maintain records of such attempts for a period of no less than seven years, and (iii) make said records available to applicable governmental agencies upon request.
- c) Provider will not publicly disclose any discretionary waivers or accommodations, such as advertising in local media (except as otherwise agreed in writing with the applicable payor or payors), but it may share this policy or portions thereof with members of the community who make inquiries into Provider’s billing and collection policies.

- d) The discretionary waiver or accommodation may be provided only if no portion of the patient's health care benefits is funded or paid for by any government sponsored health care reimbursement program, such as Medicare, whether such government benefits are primary or secondary.

To the extent that any members of the community are beneficiaries of plans which do not offer out-of-network benefits, the Provider may, in its sole discretion, decide to apply a discount to the cost of services rendered to such individuals. However, any such discount or accommodation must be approved by the director. If the discretionary discount or accommodation is or will be applied, or is of the kind or nature that could be applied, in any routine manner, then it must be approved by the director and the applicable payor must be notified in writing. Any discount or other accommodation pursuant to this paragraph must be applied in accordance with the guidelines set forth in Section 4(c) through (d) above.

ASSIGNMENT OF BENEFITS AND CLAIMS

Patient hereby assigns and transfers to Heartland ABA ("Provider"), all of my rights, title and benefits payable by my insurance carrier and/or benefits plan for services performed by Provider.

Patient hereby authorizes Provider to submit claims to Patient's insurance carrier or intermediary for all services rendered by Provider and to exercise any appeals and other rights under Patient's policy or benefits plan on Patient's behalf.

Patient authorizes and assigns to Provider the right to file suit and to obtain counsel and enter into legal or other actions on Patient's behalf and/or in Patient's name, including arbitration/dispute resolution processes, for any claims against Patient's insurance carrier, PIP carrier, Workers' Compensation carrier, plan administrator, payor or third party. This authorization includes assignment of the right to pursue declaratory, equitable, and compensatory relief, or other legal remedies.

Patient authorizes Provider to appoint an attorney to represent Patient directly for the collection of PIP benefits, Workers' Compensation benefits and all other insurance benefits through the carriers themselves, plan administrator, payor or third party. Patient authorizes Provider to obtain an attorney to represent Patient directly in appealing a claim to the appropriate Federal Agency for all federal plans.

Patient authorizes Provider to act on Patient's behalf and report any suspected violations of proper claims practices to the proper regulatory authorities.

Patient directs Patient's insurance carrier, or its intermediaries, to issue a payment check directly to Provider.

If Patient's insurance carrier will not directly pay Provider, Patient authorizes and directs the insurance company to send all checks and copies of Explanation of Benefit forms in connection with the services of onset date of service to present to Patient's home address and/or the billing company and/or the attorney representing Provider, so that such party

may forward checks to Heartland ABA.

If Patient's insurance carrier requires a referral prior to commencement of treatment, Patient agrees to obtain this prior to any examination or treatments.

In the event a dispute arises between Provider and any third party payor, Provider will be responsible for handling such dispute on Patient's behalf and Provider shall be solely responsible for reimbursing such third party payor in the event it is determined that there has been an overpayment made by such third party payor for services rendered to Patient by Provider, provided that Provider has received all funds paid directly to Patient by any third party payor due and owing to Provider for services rendered to Patient.

PATIENT FINANCIAL RESPONSIBILITY

Patient understands that copayments, co-insurance and deductible payments are due in full at the time of service. All accounts over 60 days will be charged an interest rate of ten percent (10%) per annum. In the event any balance due hereunder is not paid as agreed, the undersigned agrees and understands that, in the sole discretion of Provider, the undersigned's account with Provider may be sent to collections by a third-party collection agency.

Patient understands that Patient may be charged a fee if Patient is not present at the agreed upon appointment time for a service visit or if Patient cancels his or her appointment less than 24 hours from the time of Patient's scheduled appointment.

In the event that Patient receives direct payment from Patient's insurance carriers or benefits plan of any amounts due to Provider for services rendered, Patient agrees to forward immediately to Provider any checks made payable to Patient. Patient agrees to notify Provider upon receipt of such check and to endorse the checks appropriately "Pay to the Order of Heartland ABA" and immediately mail the check and any Explanation of Benefits to Heartland ABA, keeping copies of the check and Explanation of Benefits for Patient's record.
