



Joint Notice of Privacy Practices

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED
READ CAREFULLY.**

Effective Date: December 1, 2021

A. INTRODUCTION TO PRIVACY

We are required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (found in Title XIII of the American Recovery and Reinvestment Act of 2009) and their regulations (collectively referred to as “HIPAA”), as amended from time to time, to maintain the privacy of individually identifiable patient health information. This information is “protected health information” and is referred to as “PHI.” PHI is information about you that may identify you and relates to your past, present or future physical or mental health condition. We are also required to give you a notice about our privacy practices, our legal duties and your rights concerning your PHI.

This Joint Notice of Privacy Practices (this “Notice”) applies to care provided at the health center located at 650 N. Nellis Boulevard, Las Vegas, NV 89110 and referred to as the Culinary Health Center (the “Center”) by health care providers and others providing services at the Center including your health plan. Neighborhood Health Center, LLC, UNITE HERE HEALTH/Culinary Health Fund (your health plan), and the independent health care providers at the Center, including Keck Medicine of USC, a division of the University of Southern California, Clinical Pathology Laboratories, Inc., Harmony Healthcare, Dr. H Ohriner, LLC, and Nevada Dental Benefits, Ltd. (each a “Participant”) have agreed to participate in an Organized Health Care Arrangement (“OHCA”) in order to function as a clinically integrated care setting composed of independent providers. Collectively, the Participants and the OHCA are referred to as “we” or “our”.

You may request a copy of our Notice at any time. For more information about our privacy practices, or for additional copies of this Notice, please contact us using the information listed below in this Notice. This Notice provides you with information about your rights and our legal duties and privacy practices with respect to the privacy of your PHI. The Notice also discusses the uses and disclosures we will make of your PHI. We reserve the right to change the terms of this Notice.

B. PERMITTED USES AND DISCLOSURES OF PHI

We use and disclose PHI about you for treatment, payment and health care operations.

- 1. Treatment:** We may use and disclose your PHI to a physician or other health care provider in order for a Participant to provide treatment to you. This includes:

- Physicians and other health care providers who have a need for such information to care for you or for continued treatment.
 - Coordination of your care with other health care providers, and with health plans, consultation with other providers, and referral to other providers related to your care, such as scheduling an appointment.
 - Reminders for appointments.
 - Providing you treatment alternatives or other health-related benefits or services.
2. **Payment:** We may use and disclose your PHI to obtain payment for services provided to you. Payment includes:
- Submitting claims to health plans and other insurers, determining your eligibility for health plan benefits for the care furnished to you, obtaining precertification or preauthorization for your treatment or referral to other health care providers, participating in utilization review of the services provided to you.
 - We may disclose your PHI to another health care provider or entity subject to HIPAA so they can obtain payment, such as collections agencies and others engaged in obtaining payment for care.
3. **Health Care Operations:** We may use and disclose your PHI in connection with a Participant's health care operations. Health care operations include:
- Quality assessment and improvement activities, accounting, population health activities related to improving care or reducing cost, education and patient safety.
 - Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider accreditation, certification, licensing or credentialing activities.
 - Business planning and development.
 - Business management and general administrative activities, including management activities relating to privacy, customer service, resolution of internal grievances, and creating de-identified medical information or a limited data set.

C. PERMITTED USE OR DISCLOSURE WITH AN OPPORTUNITY FOR YOU TO AGREE OR OBJECT

1. **To Your Family and Friends:** We may disclose your PHI to a family member, friend or other person who is involved in or paying for your medical care. You have a right to request your PHI not be shared with some or all of your family or friends. In addition, we may disclose your PHI to an agency assisting in a disaster relief effort so that your family can be notified about your condition, status and location. If you are not present, or in the event of your incapacity or emergency, we may disclose your medical information based on a Participant's professional judgment of whether the disclosure would be in your best interest.

- 2. Directory:** We may maintain information about you in a directory while you are in the care of the health care providers at the Center. This information may include your name, location within the Center, general condition (e.g., fair stable, critical or otherwise). You have a right to opt-out of being included in the directory. If you do decide not to be in the directory, we cannot inform visitors or others of your presence, location or general condition.

D. USE OR DISCLOSURE REQUIRING YOUR AUTHORIZATION

- 1. Marketing:** Except as otherwise permitted by state or federal law, we will not use or disclose your PHI for marketing purposes without your written authorization. We may communicate with you in the form of face-to-face conversations, written documents, telephone conversations and text messages about services and treatment alternatives. We may also use your medical information to contact you with information about health-related benefits and services or about treatment alternatives that may be of interest to you. We may also disclose your medical information to a business associate to assist us in these activities.
- 2. Research:** We will obtain your written authorization for use or disclosure of your PHI for research purposes when required by HIPAA.
- 3. Sale of PHI:** We will obtain your written authorization for a disclosure of your PHI when it constitutes a sale of PHI as required by HIPAA.
- 4. Other Uses and Disclosures:** Unless you give us your written authorization, we will not use or disclose your PHI for any reason except those listed in this Notice. You have a right to revoke an authorization at any time.

E. USE OR DISCLOSURE PERMITTED OR REQUIRED BY PUBLIC POLICY OR LAW WITHOUT YOUR AUTHORIZATION

- 1. Required by Law:** We may use or disclose your PHI without an authorization as required by law, including workers compensation or similar programs.
- 2. Law Enforcement Purposes:** We may disclose your PHI for law enforcement purposes, such as is required by law (including court orders, warrants and subpoenas), identifying a criminal suspect, material witness or missing person, request for information about crime victims or suspected criminal conduct and evidence of crime on premises.
- 3. Victim of Abuse, Neglect or Domestic Violence:** We may disclose PHI to appropriate government authorities regarding victims of abuse, neglect and domestic violence.
- 4. Public Benefit and Health Oversight:** We may use or disclosure your PHI to avert a serious threat to the health and safety of a person or public, such as disclosing PHI to state investigators regarding quality of care or to a public health agencies regarding communicable disease.
- 5. Specialized Government Functions:** We may disclose your PHI regarding government functions such as military, national security or intelligence activities.

6. Immunizations: We may disclose proof of immunization to a school where the state or other similar law requires it prior to admitting a student.

F. YOUR RIGHTS

1. Individual Rights Access: You have the right to review or receive a copy of your PHI, with limited exceptions. You should make this request in writing to us using a form provided by the Center. You may request that we provide copies in a format other than photocopies, including in electronic format when we use electronic health records. We will use the format you request unless we cannot practicably do so. There may be a reasonable charge for a copy consistent with federal or state law. If we deny your request for access to your PHI, we will notify you of the reason for the denial in writing. For example, you do not have a right to psychotherapy notes or to inspect information under certain state laws.

2. Accounting of Disclosures: You have the right to receive an accounting of all disclosures of your PHI that was not authorized by you, except you do not have a right to disclosures made:

- For treatment, payment or health care operations.
- To you or your personal representative.
- To persons involved in your care or payment, including the directory and disaster relief.
- Pursuant to an authorization.
- As part of a limited data set.
- For national security or intelligence purposes.
- To correctional institutions or law enforcement officials.
- Incident to a use or disclosure that is otherwise permitted.

You must request this accounting in writing to us using a form provided by the Center. You may request that we account for disclosures for a period of 6 years beginning on the date of the disclosure. In any given 12-month period, we will provide you an accounting of disclosures of your PHI at no charge. Additional requests during this period may be subject to a reasonable fee for preparing the accounting.

3. Restrictions: You have the right to request that we place restrictions on our use or disclosure of your PHI to carry out treatment, payment or health care operations or to prohibit such disclosure. We are not required to agree to these restrictions; however, we will agree to your request not to disclose your PHI to a health plan for a particular item or service if the disclosure is to be made for payment or health care operation purposes and you have otherwise paid for the item or service in full. If we agree to your restriction request, we will abide by our agreement (except for treating you in a medical emergency). You must make this request in writing to us using a form provided by the Center.

- 4. Confidential Communications:** You have the right to request that we communicate with you about your PHI by alternative means or to alternative locations. You must make your request in writing to us using a form provided by the Center. We must accommodate your request if: it is reasonable; specifies the alternative means or location; and provides a satisfactory explanation of how payments will be handled under the alternative means or location you request. For example, you may request we only contact you at work or by mail.
- 5. Amendment:** You have the right to request that we amend your PHI. Your request must be in writing on a form provided by the Center, and it must explain why the information should be amended. We may deny your request for certain reasons including if we did not create the PHI you want amended and the originator remains available. If we deny your request, we will provide you a written explanation. You may respond with a statement or disagreement to be appended to the PHI you want amended. If we accept your request to amend the PHI, we will make reasonable efforts to inform others (including people you name) of the amendment and to include the changes in any future disclosures of that PHI. An amendment is not necessary to correct a clerical error.
- 6. Right to Receive a Copy of this Notice:** If you view this Notice on the Center's Web site or by electronic mail (e-mail) and would like a paper copy of this Notice, please contact our Privacy Officer as directed below to obtain such paper copy.

G. NOTICE OF A BREACH

If there is a breach involving your unsecured PHI, we will notify you, government officials and enforcement authorities, as necessary and appropriate under HIPAA, and we will take steps to address the issue and mitigate any damages that the breach may have caused.

H. SHARING AND JOINT USE OF YOUR MEDICAL INFORMATION

While providing care to you, we may share your PHI with organizations described below who have agreed to abide by the terms described below.

- 1. Health Care Providers at the Center:** The health care providers such as physicians, dentists, laboratory and others involved in your care at the Center that are Participants, as authorized under HIPAA.
- 2. Neighborhood Health Center, LLC, UNITE HERE HEALTH/Culinary Health Fund and Health Care Providers:** We have agreed to abide by the terms of this Notice with respect to PHI created or received as part of, among other things, utilization review and patient safety and quality assessment activities among the health centers owned by UNITE HERE HEALTH/Culinary Health Fund and certain health care providers.
- 3. Business Associates:** We may contract with one or more third parties (our business associates) in the course of our business operations. We may disclose your PHI to business associates who may have access to or be given your PHI in order to provide the contracted services. This includes, but is not limited, to the local union to perform outreach services and Nevada Health Solutions, LLC (your utilization management company). We require that our business associates sign a business associate agreement and agree to safeguard the privacy and security of your PHI as required by HIPAA.

I. CHANGES TO THIS NOTICE

We must follow the privacy practices that are described in this Notice while it is in effect. We reserve the right to change our privacy practices and the terms of this Notice at any time, provided such changes are permitted by law. We reserve the right to make the changes in our privacy practices and the new terms of our Notice effective for all PHI that we maintain, including PHI we created or received before we made the changes. If we make a significant change in our privacy practices, we will amend this Notice and make the new notice available upon request.

J. COMPLAINTS

You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated. You may file a complaint with us by notifying our Privacy Official of your complaint and completing a form provided by the Center. We will not retaliate against you for filing a complaint.

K. INDEPENDENT PARTICIPANTS

Each Participant in the OHCA is independent of the other Participants and, to the fullest extent allowed by law, neither participation in the OHCA, nor the OHCA's activities, including the issuance of this Joint Notice of Privacy Practices and the HIPAA uses and disclosures of PHI described herein, shall be construed to create a relationship of agency, partnership, joint venture or employment between the Participants. Each Participant is solely responsible for its own services, conduct, acts and omissions and neither the OHCA nor any other Participant has the right to control or direct, and shall not actually control or be responsible for, the services, conduct, acts or omissions of a Participant.

L. QUESTIONS

If you have any questions, concerns or want further information regarding this Notice, issues covered in the Notice or seek additional information about our privacy policies and procedures, please contact the Privacy Official, in person at the Center at 650 N. Nellis Boulevard, Las Vegas, NV 89110 or by phone at (702) 790-8000 or by email at HIPAA@culinaryhc.com.

Please sign the accompanying "Acknowledgment" form. Please note that by signing the Acknowledgment form you are only acknowledging that you have received or been given the opportunity to receive a copy of our Joint Notice of Privacy Practices.

Acknowledgment

By signing and dating below, I acknowledge that I have received or been given the opportunity to receive a copy of the Culinary Health Center's Joint Notice of Privacy Practices.

Signature

Print Name

Relationship to Patient

Date