



CLIENT RIGHTS AND RESPONSIBILITIES

Because of our interest assisting you in meeting your needs, and protecting you we are informing you of your rights in making use of our services, as well as important responsibilities which will help you to fully benefit from the particular service you will be receiving. You will be asked to read and sign this notice of Client's Rights & Responsibilities as well as a General Consent which allows Catholic Charities to share certain aspects of your protected health information for treatment, billing and health care operations. Your signature on these two documents will be necessary prior to receiving services.

RIGHTS

✓ *The right to know*

You have the right to understand as completely as possible the intended results and effects of any professional service in which you participate. As professional human service providers, we are strongly committed to services where clients are seen as partners in an atmosphere of learning and growth. We will make every effort to develop a service plan with you which is responsive to your needs. We also encourage you to ask questions or to voice any concerns you have about the services you receive.

✓ *The right to confidentiality*

Since the focus of our work together involves areas of your life that are sensitive and personal, we are committed to respect for your privacy and confidentiality. We cannot disclose any information that you have shared with us without your permission. We will only share information with others or receive records of your work with them if we have your written consent. Should I and/or my family members receive services from multiple providers at Catholic Charities, I give my consent for those providers to consult with each other in order to assure our best interests.

There are, however, legally required exceptions to this policy, one of which involves disclosure concerning abuse and neglect. As human service professionals, we are required by law and our professional ethics to report a reasonable suspicion of abuse or neglect to appropriate legal jurisdictions. In addition we are required to report our

concerns should we suspect self-harm, or that you may harm another.

✓ *Graduate Internships*

Catholic Charities is a training facility engaging graduate interns who bring with them the latest in technologies from accredited programs at the colleges and universities in our area. An intern may be assigned as your service provider. Should an intern be assigned as your service provider you will be informed.

✓ *The right to complain*

If you are dissatisfied with your treatment or the services you receive, you have the right to contact the Executive Director and file a formal complaint. Should you choose to do so, you need to simply write or call the Executive Director using our normal telephone number. We treat these complaints very seriously and make every effort to resolve them in a just and fair manner.

✓ *The right to refuse or terminate service*

Since the professional services which we offer are voluntary in nature, you have the right to say no to any recommendations or approaches that are offered to you. In addition, you also have the right to decide how long you want to make use of our services and to terminate that service. (See below: *Termination of Services*)

RESPONSIBILITIES

✓ *Keeping Appointments*

You are responsible for keeping scheduled appointments for the services which you have requested. If you know in advance that you will need to cancel an appointment, you are expected to give twenty-four hours notice. Otherwise, you will be charged your usual fee for missed or late-canceled appointments. This policy, similar to those of most professional providers, is based on the loss of availability of services to other clients and the loss of professional staff time. *(There will be a \$10 minimum charge for all late cancellations or missed appointments even though your particular service may be provided for no fee.)*

✓ *Paying Your Share*

You are responsible for paying fees in accord with the agreement worked out with your service provider. There will be a fee (or part of a fee) for telephone services that are therapeutic in nature (beyond scheduling or rescheduling appointments, etc.). There is an ongoing expectation that you inform the service provider about increases and decreases in income, which could affect your fee. Though the inability to pay your fee on our sliding scale will not be a barrier to service, failure to pay an agreed upon fee may result in the discontinuation of service.

✓ *Termination of Services*

If you decide to terminate service, we ask that you make this known directly to your service provider. While we respect your right to terminate services, ending can be an important step, so we encourage you to talk this decision over with your service provider.

It is your responsibility to maintain sobriety while participating in the programs and services of Catholic Charities. Should professional staff determine that you are impaired by a controlled substance, including prescription drugs that prevent you from being able to benefit from the service or are a danger to yourself or others, your appointment will be postponed until a later time. If appropriate, staff may offer a referral to a more extensive chemical dependency setting, or, should you be assessed as dangerously under the influence to legal authorities.

Client signature: _____ Agency Representative: Shannon N. Braun

Date: _____ Date: April 9, 2018



BUSINESS ASSOCIATE AGREEMENT

This agreement is made effective the ____ of ____, 20 __, by and between Catholic Charities, Inc., hereinafter referred to as "Covered Entity", and _____, hereinafter referred to as "Business Associate", (individually, a "party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and WHEREAS, the parties wish to enter into or have entered into an agreement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled *Business Associate Agreement*, dated _____, and is hereby referred to as the "Arrangement Agreement"); and WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interest of both Parties.

I. Except as otherwise defined herein; any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(A) Business Associate Agrees:

- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as

required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this agreement, the Arrangement Agreement (if consistent with this agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of the Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(B) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(a) the disclosure is required by law; or

(b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by the Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(C) Business Associate will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule.

In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the arrangement Agreement immediately if Covered Entity determines the Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein. This agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This agreement will be governed by the laws of the State of Kentucky. No change, waiver, or discharge of any liability or obligation hereunder or any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit the enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associates use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing, for a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

Catholic Charities:

BUSINESS ASSOCIATE:

By: Shannon Braun, M.S.W., C.S.W.

By: _____

Title: Assistant Executive Director

Title: _____