

## EL PASO MHMR D/B/A EMERGENCE HEALTH NETWORK (“EHN”) - NOTICE OF PRIVACY PRACTICES (“NPP”)

### 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

For purposes of this Notice “us” “we” and “our” refers to EHN: and “you” or “your” refers to our patients (or their legal representatives as determined by us in accordance with state informed consent law). When you receive healthcare services from us, we will obtain access to your medical information (i.e. your health history). We are committed to maintaining the privacy of your health information and we have implemented procedures to ensure that we do so. The Federal Health Insurance Portability & Accountability Act of 2013, HIPAA Omnibus Rule, (formally HIPAA 1996 & HITECH of 2004) require us to maintain the confidentiality of all your healthcare records and other identifiable patient health information (PHI) used by or disclosed to us in any form, whether electronic, on paper, or spoken. HIPAA is a Federal Law that gives you significant new rights to understand and control how your health information is used. Federal and state law provide penalties for covered entities, Business Associates, and their subcontractors and records owners, respectively that misuse or improperly disclose PHI.

Starting April 14, 2003, HIPAA requires us to provide you with the Notice of our legal duties and the privacy practices we are required to follow when you first come into our office for healthcare services. If you have any questions about this Notice, please ask to speak to our HIPAA Privacy Officer. Our doctors, clinical staff, employees, Business Associates (outside contractors we hire), their subcontractors and other involved parties follow the policies and procedures set forth in this Notice.

We are required to give you this notice of our legal duties and privacy practices, and we must do what this notice says. We will ask you to sign an acknowledgement that you have received this notice. We can change the contents of this notice and, if we do, we will have copies of the new notice at our facilities and on our website: <http://emergencehealthnetwork.org>

#### **WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH**

**INFORMATION.** Under the law, we must have your signature on a written, dated consent form and/or an authorization form of acknowledgement of this notice, before we will use or disclose your PHI for certain purposes as detailed in the rules below. **Documentation** – You will be asked to sign an authorization / acknowledgement form when you receive this NPP. If you did not sign such a form or need a copy of the one you signed, please contact our Privacy Officer. You may take back or revoke your consent or authorization at any time (unless we already have acted based on it) by submitting our Revocation Form in writing to us at our address listed above. Your revocation will take effect when we actually receive it. We cannot give it retroactive effect, so it will not affect any use or disclosure that occurred in our reliance on your consent or authorization prior to revocation (i.e. if after we provide services to you, you revoke your authorization / acknowledgement in order to prevent us billing or collecting for those services, your revocation will have no effect because we relied on your authorization/ acknowledgement to provide services before you revoked it). **General Rule** – If you do not sign our authorization/ acknowledgement form or if you revoke it, as a

general rule (subject to exceptions described below under “Healthcare Treatment, Payment and Operations Rule” and “Special Rules”), we cannot in any manner use or disclose to anyone (excluding you, but including payers and Business Associates) your PHI or any other information in your medical record. By law, we are unable to submit claims to payers under assignment of benefits without your signature on our authorization/ acknowledgement form. You will however be able to restrict disclosures to your insurance carrier for services for which you wish to pay “out of pocket”. We will not condition treatment on you signing an authorization / acknowledgement, but we may be forced to decline you as a new patient or discontinue you as an active patient if you choose not to sign the authorization/ acknowledgement or revoke it. **Healthcare Treatment, Payment and Operations** With your signed consent, we may use or disclose your PHI in order: **(1)** To provide you with or coordinate healthcare treatment and services. For example, we may review your health history form to form a diagnosis and treatment plan, consult with other doctors about your care, delegate tasks to ancillary staff, call in prescriptions to your pharmacy, disclose needed information to your family or others so they may assist you with home care, arrange appointments with other healthcare providers, schedule lab work for you, etc. **(2)** To bill or collect payment from you, an insurance company, a managed-care organization, a health benefits plan or another third party. For example, we may need to verify your insurance coverage, submit your PHI on claim forms in order to get reimbursed for our services, obtain pre-treatment estimates or prior authorizations from your health plan or provide your x-rays because your health plan requires them for payment; Remember, you will be able to restrict disclosures to your insurance carrier for services for which you wish to pay “out of pocket”. **(3)** To run our office, assess the quality of care our patients receive and provide you with customer service. For example, to improve efficiency and reduce costs associated with missed appointments, we may contact you by telephone, mail or otherwise remind you of scheduled appointments, we may leave messages with whomever answers your telephone or email to contact us (but we will not give out detailed PHI), we may call you by name from the waiting room, we may ask you to put your name on a sign-in sheet, (we will cover your name just after checking you in), we may tell you about or recommend health-related products and complementary or alternative treatments that may interest you, we may review your PHI to evaluate our staff’s performance, or our Privacy Officer may review your records to assist you with complaints. If you prefer that we not contact you with appointment reminders or information about treatment alternatives or health-related products and services, please notify us in writing at our address listed above and we will not use or disclose your PHI for these purposes. **(4)** HIPAA does not require that we provide the above notice regarding appointment reminders, treatment information or health benefits, but we are including these as a courtesy so you understand our business practices with regards to your PHI. Additionally you should be

made aware of these protection laws on your behalf, under HIPAA: **Health insurance plans** that underwrite cannot use or disclose genetic information for underwriting purposes (this excludes certain long-term care plans). Health plans that post their NPPs on their web sites must post these Omnibus Rule changes on their sites by the effective date of the Omnibus Rule, as well as notify you by US Mail by the Omnibus Rules effective date. Plans that do not post their NPPs on their Web sites must provide you information about Omnibus Rule changes within 60 days of these federal revisions.

**Psychotherapy Notes** If we maintain psychotherapy notes on you, we can only allow use and disclosure of such notes with your written authorization. **Special Rules** Notwithstanding anything else contained in this NPP, only in accordance with HIPAA, and under strictly limited circumstances, we may use or disclose your PHI without your permission, consent or authorization for the following purposes: **(1)** When required under federal, state or local law; **(2)** When necessary in emergencies to prevent a serious threat to your health and safety or the health and safety of other persons; **(3)** When necessary for public health reasons (i.e. prevention or control of disease, injury or disability, reporting information such as adverse reactions to anesthesia, ineffective or dangerous medications or products, suspected abuse, neglect or exploitation of children, disabled adults or the elderly, or domestic violence); **(4)** For federal or state government health-care oversight activities (i.e. civil rights laws, fraud and abuse investigations, audits, investigations, inspections, licensure or permitting, government programs, etc.); **(5)** For judicial and administrative proceedings and law enforcement purposes (i.e. in response to a warrant, subpoena or court order, by providing PHI to coroners, medical examiners and funeral directors to locate missing persons, identify deceased persons or determine cause of death); **(6)** For worker's compensation purposes (i.e. we may disclose your PHI if you have claimed health benefits for a work-related injury or illness); **(7)** For intelligence, counterintelligence or other national security purposes (i.e. Veterans Affairs, U.S. military command, other government authorities or foreign military authorities may require us to release PHI about you); **(8)** For organ and tissue donation (i.e. if you are an organ donor, we may release your PHI to organizations that handle organ, eye or tissue procurement, donation and transplantation); **(9)** For research projects approved by an Institutional Review Board or a privacy board to ensure confidentiality (i.e. if the researcher will have access to your PHI because involved in your clinical care, we will ask you to sign an authorization); **(10)** To create a collection of information that is "de-identified" (i.e. it does not personally identify you by name, distinguishing marks or otherwise and no longer can be connected to you); **(11)** To family members, friends and others, but only if you are present and verbally give permission. We give you an opportunity to object and if you do not, we reasonably assume, based on our professional judgment and the surrounding circumstances, that you do not object (i.e. you bring someone with you into the operatory or exam room during treatment or into the conference area when we are discussing your PHI); we reasonably infer that it is in your best interest (i.e. to allow someone to pick up your records because they knew you were our patient and you asked them in writing with your signature to do so); or it is an emergency situation involving you or another person (i.e. your minor child or ward) and, respectively, you cannot consent to your care because you are incapable of doing so or you cannot consent to the other person's

care because, after a reasonable attempt, we have been unable to locate you. In these emergency situations we may, based on our professional judgment and the surrounding circumstances, determine that disclosure is in the best interests of you or the other person, in which case we will disclose PHI, but only as it pertains to the care being provided and we will notify you of the disclosure as soon as possible after the care is completed.

**Minimum Necessary** Our staff will not use or access your PHI unless it is necessary to do their jobs (i.e. doctors uninvolved in your care will not access your PHI; ancillary clinical staff caring for you will not access your billing information; billing staff will not access your PHI except as needed to complete the claim form for the latest visit; janitorial staff will not access your PHI). All of our team members are trained in HIPAA Privacy rules and sign strict confidentiality contracts with regards to protecting and keeping private your PHI. So do our Business Associates and their subcontractors. Know that your PHI is protected several layers deep with regards to our business relations. Also, we disclose to others outside our staff, only as much of your PHI as is necessary to accomplish the recipient's lawful purposes. Still in certain cases, we may use and disclose the entire contents of your medical record: **(a)** To you (and your legal representatives as stated above) and anyone else you list on a consent or authorization to receive a copy of your records; **(b)** To healthcare providers for treatment purposes (i.e. making diagnosis and treatment decisions or agreeing with prior recommendations in the medical record); **(c)** To the U.S. Department of Health and Human Services (i.e. in connection with a HIPAA complaint); **(d)** To others as required under federal or state law; **(e)** To our privacy officer and others as necessary to resolve your complaint or accomplish your request under HIPAA (i.e. clerks who copy records need access to your entire medical record). In accordance with HIPAA law, we presume that requests for disclosure of PHI from another Covered Entity (as defined in HIPAA) are for the minimum necessary amount of PHI to accomplish the requestor's purpose. Our Privacy Officer will individually review unusual or non-recurring requests for PHI to determine the minimum necessary amount of PHI and disclose only that. For non-routine requests or disclosures, our Privacy Officer will make a minimum necessary determination based on, but not limited to, the following factors: **(a)** The amount of information being disclosed; **(b)** The number of individuals or entities to whom the information is being disclosed; **(c)** The importance of the use or disclosure; **(d)** The likelihood of further disclosure; **(e)** Whether the same result could be achieved with de-identified information; **(f)** The technology available to protect confidentiality of the information; **(g)** The cost to implement administrative, technical and security procedures to protect confidentiality. If we believe that a request from others for disclosure of your entire medical record is unnecessary, we will ask the requestor to document why this is needed, retain that documentation and make it available to you upon request.

**Incidental Disclosure.** We will take reasonable administrative, technical and security safeguards to ensure the privacy of your PHI when we use or disclose it (i.e. we shred all paper containing PHI, require employees to speak with privacy precautions when discussing PHI, we use computer passwords and change them periodically, we use firewall and router protection to the federal standard, we back up our PHI data off-site and encrypted to federal standard, we do not allow unauthorized access to areas where PHI is stored or filed and/or we have any Business Associates sign confidentiality agreements). However, in the

event that there is a breach in protecting your PHI, we will follow federal guidelines regarding breaches as prescribed by HIPAA. Breaches will be appropriately documented and reported to the US Dept. of Health and Human Services Office of Civil Rights as well as the Texas Health and Human Services Commission (where applicable). We will also make notification to you and any other parties of significance as required by HIPAA. **Business Associates.** Business Associates are defined as: an entity, (nonemployee) that in the course of their work will directly / indirectly use, transmit, view, transport, hear, interpret process or offer PHI for this Facility. Business Associates and other third parties (if any) that receive your PHI from us will be prohibited from re-disclosing it unless required to do so by law or you give prior express written consent to the re-disclosure. Nothing in our Business Associate agreement will allow our Business Associate to violate this redisclosure prohibition. Business Associates will sign a strict confidentiality agreement binding them to keep your PHI protected and report any compromise of such information to us, you and the US Dept. of Health and Human Services, as well as other required entities. Our Business Associates required to comply with HIPAA as well as have their subcontractors that may directly or indirectly have contact with your PHI, sign Confidentiality Agreements pursuant to HIPAA as well as comply with HIPAA.

**Super-confidential Information.** If we have PHI about you regarding communicable diseases, disease testing, alcohol or substance abuse diagnosis and treatment, or psychotherapy and mental health records (superconfidential information under the law), we will not disclose it under the General or Healthcare Treatment, Payment and Operations Rules (see above) without your first signing and properly completing our Consent form (i.e. you specifically must initial the type of super-confidential information we are allowed to disclose). If you do not specifically authorize disclosure by initialing the super-confidential information, we will not disclose it unless authorized under the Special Rules (see above) (i.e. we are required by law to disclose it). If we disclose super-confidential information (either because you have initialed the consent form or the Special Rules authorizing us to do so), we will comply with state and federal law that requires us to warn the recipient in writing that re-disclosure is prohibited.

**Changes to Privacy Policies.** We reserve the right to change our privacy practices (by changing the terms of this Notice) at any time as authorized by law. The changes will be effective immediately upon us making them. They will apply to all PHI we create or receive in the future, as well as to all PHI created or received by us in the past (i.e. to PHI about you that we had before the changes took effect). If we make changes, we will post the changed Notice, along with its effective date, in our office and on our website. Upon request, you will be given a copy of our current Notice.

**Breach Notification.** EHN will notify you of discovery of a breach of unsecured protected health information, notify each individual whose unsecured protected health information has been, or is reasonably believed by the covered entity to have been, accessed, acquired, used, or disclosed as a result of such breach.

**Authorization.** Absent a purpose otherwise authorized under law, we will not use or disclose your PHI for any purpose or to any person other than as stated in the rules above without your signature (or that of your legal representative) on an authorization for disclosure of PHI which complies with HIPAA. We will not

condition your treatment here on whether you sign an authorization for disclosure of PHI (or not).

**Marketing and Fund Raising. Limitations on the disclosure of PHI regarding Remuneration** The disclosure or sale of your PHI without authorization is prohibited. Under HIPAA, this would exclude disclosures for public health purposes, for treatment/payment for healthcare, for the sale, transfer, merger, or consolidation of all or part of this facility and for related due diligence, to any of our Business Associates, in connection with the Business Associate's performance of activities for this facility, to a patient or beneficiary upon request, and as required by law. In addition, the disclosure of your PHI for research purposes or for any other purpose permitted by HIPAA will not be considered a prohibited disclosure if the only reimbursement received is "a reasonable, cost-based fee" to cover the cost to prepare and transmit your PHI which would be expressly permitted by law. Notably, under HIPAA, an authorization to disclose PHI must state that the disclosure will result in remuneration to the Covered Entity. Notwithstanding the changes in HIPAA, the disclosure of limited data sets (a form of PHI with a number of identifiers removed in accordance with specific HIPAA requirements) for remuneration pursuant to existing agreements is permissible until September 22, 2014, so long as the agreement is not modified within one year before that date. **Limitation on the Use of PHI for Paid Marketing** We will, in accordance with federal and Texas law, obtain your written authorization to use or disclose your PHI for marketing purposes, (i.e.: to use your photo in ads) but not for activities that constitute treatment or healthcare operations. To clarify, **Marketing** is defined by HIPAA, as "a communication about a product or service that encourages recipients . . . to purchase or use the product or service." Under HIPAA, we will obtain a written authorization from you prior to recommending you to an alternative therapist, or non-associated Covered Entity. We will obtain your written authorization prior to using your PHI or making any treatment or healthcare recommendations, should financial remuneration for making the communication be involved from a third party whose product or service we might promote (i.e.: businesses offering this facility incentives to promote their products or services to you). This will also apply to our Business Associate who may receive such remuneration for making a treatment or healthcare recommendations to you. All such recommendations will be limited without your expressed written permission. We must clarify to you that financial remuneration does not include "as in-kind payments" and payments for a purpose to implement a disease management program. Any promotional gifts of nominal value are not subject to the authorization requirement, and we will abide by the set terms of the law to accept or reject these. The only exclusion to this would include: "refill reminders", so long as the remuneration for making such a communication is "reasonably related to our cost" for making such a communication. In accordance with law, this facility and our Business Associates will only ever seek reimbursement from you for permissible costs that include: labor, supplies, and postage. Please note that "generic equivalents", "adherence to take medication as directed" and "self-administered drug or delivery system communications" are all considered to be "refill reminders." Face-to-face marketing communications, such as sharing with you, a written product brochure or pamphlet, is permissible under current HIPAA Law.

**Flexibility on the Use of PHI for Fundraising** HIPAA does not require your authorization should we choose to include you in any

fund-raising efforts attempted at this facility. However, we will offer the opportunity for you to “opt out” of receiving future fundraising communications. Simply let us know that you want to “opt out” of such situations. Our commitment to care for and treat you will not be affected by your decision to opt out of fund raising efforts. **Improvements to Requirements for Authorizations Related to Research** We may seek authorizations from you for the use of your PHI for future research. However, we would have to make clear what those uses are in detail. Also, if we request of you a compound authorization with regards to research, this facility would clarify that when a compound authorization is used, and research-related treatment is conditioned upon your authorization, the compound authorization will differentiate between the conditioned and unconditioned components.

#### **YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION**

If you got this Notice via email or website, you have the right to get, at any time, a paper copy by asking our Privacy Officer. Also, you have the following additional rights regarding PHI we maintain about you:

**To Inspect and Copy** You have the right to see and get a copy of your PHI including, but not limited to, medical and billing records by submitting a written request to our Privacy Officer. Original records will not leave the premises, will be available for inspection only during our regular business hours, and only if our Privacy Officer is present at all times. You may ask us to give you the copies in a format other than photocopies (and we will do so unless we determine that it is impractical) or ask us to prepare a summary in lieu of the copies. We may charge you a fee not to exceed state law to recover our costs (including postage, supplies, and staff time as applicable, but excluding staff time for search and retrieval) to duplicate or summarize your PHI. We will not condition release of the copies on summary of payment of your outstanding balance for professional services if you have one). We will comply with federal law to provide your PHI in an electronic format, when you provide us with proper written request. Paper copies will also be made available. We will respond to requests in a timely manner, without delay for legal review, or, in less than thirty days if submitted in writing, and in ten business days or less if malpractice litigation or pre-suit production is involved. We may deny your request in certain limited circumstances. You may be denied access to your records, if in our opinion: (1) release of such information would be harmful to you; (2) you, acting in the capacity of legal representative of a minor or incapacitated individual and requesting records regarding that minor or incapacitated individual, we deem that release of such information to you would be harmful to the minor or incapacitated individual where such minor or incapacitated individual is suspected of being abused by you, or (3) any other permissible reason as allowed under federal or state law. If we deny your request, you may ask for a review of that decision. If required by law, we will select a licensed health-care professional (other than the person who denied your request initially) to review the denial and we will follow his or her decision. If we select a licensed healthcare professional who is not affiliated with us, we will ensure a Business Associate Agreement is executed that prevents re-disclosure of your PHI without your consent by that outside professional. **To Request Amendment / Correction** If another doctor involved in your care tells us in writing to change your PHI, we will do so as expeditiously as possible upon receipt of the changes and will send you written confirmation that we have made the changes. If

you think PHI we have about you is incorrect, or that something important is missing from your records, you may ask us to amend or correct it (so long as we have it) by submitting a “**Request for Amendment / Correction**” form to our Privacy Officer. We will act on your request within 30 days from receipt but we may extend our response time (within the 30-day period) no more than once and by no more than 30 days, or as per federal law allowances, in which case we will notify you in writing why and when we will be able to respond. If we grant your request, we will let you know within five business days, make the changes by noting (not deleting) what is incorrect or incomplete and adding to it the changed language, and send the changes within five business days to persons you ask us to and persons we know may rely on incorrect or incomplete PHI to your detriment (or already have). We may deny your request under certain circumstances (i.e. it is not in writing, it does not give a reason why you want the change, we did not create the PHI you want changed (and the entity that did can be contacted), it was compiled for use in litigation, or we determine it is accurate and complete). If we deny your request, we will (in writing within five business days) tell you why and how to file a complaint with us if you disagree, that you may submit a written disagreement with our denial (and we may submit a written rebuttal and give you a copy of it), that you may ask us to disclose your initial request and our denial when we make future disclosure of PHI pertaining to your request, and that you may complain to us and the US Dept. of Health and Human Services.

**Faxing** When you request us to fax your PHI as an alternative communication, we may agree to do so, but only after having our Privacy Officer or treating doctor review that request. For this communication, our Privacy Officer will confirm that the fax number is correct before sending the message and ensure that the intended recipient has sole access to the fax machine or computer before sending the message; confirm receipt, locate our fax machine or computer in a secure location so unauthorized access and viewing is prevented; use a fax cover sheet so the PHI is not the first page to print out (because unauthorized persons may view the top page); and attach an appropriate notice to the message.

**Practice Transition** If we sell or otherwise transfer our practice, our patient records (including but not limited to your PHI) may be disclosed and physical custody may be transferred to the purchasing/transferring healthcare provider, but only in accordance with the law. The healthcare provider who is the new records owner will be solely responsible for ensuring privacy of your PHI after the transfer and you agree that we will have no responsibility for (or duty associated with) transferred records. If ever applicable to EHN (as EHN is a governmental entity not owned by any entity or individual), if all the owners of our practice die, our patient records (including but not limited to your PHI) must be transferred to another healthcare provider within 90 days to comply with state and federal laws. Before we transfer records in either of these two situations, our Privacy Officer will obtain a Business Associate Agreement from the purchaser and review your PHI for super-confidential information (i.e. communicable disease records), which will not be transferred without your express written authorization (indicated by your initials on our consent form). **Collections** If we use or disclose your PHI for collections purposes, we will do so only in accordance with the law.

**To Request an Accounting of Disclosures** You may ask us for a list of those who got your PHI from us by submitting a “**Request**

for **Accounting of Disclosures**" form to us. The list will not cover some disclosures (i.e. PHI given to you, given to your legal representative, given to others for treatment, payment or health-care-operations purposes). Your request must state in what form you want the list (i.e. paper or electronically) and the time period you want us to cover, which may be up to but not more than the last six years (excluding dates before April 14, 2003). If you ask us for this list more than once in a 12-month period, we may charge you a reasonable, cost-based fee to respond, in which case we will tell you the cost before we incur it and let you choose if you want to withdraw or modify your request to avoid the cost.

**To Request Restrictions** You may ask us to limit how your PHI is used and disclosed (i.e. in addition to our rules as set forth in this Notice) by submitting a written "**Request for Restrictions on Use, Disclosure**" form to us (i.e. you may not want us to disclose your surgery to family members or friends involved in paying for our services or providing your home care). If we agree to these additional limitations, we will follow them except in an emergency where we will not have time to check for limitations. Also, in some circumstances we may be unable to grant your request (i.e. we are required by law to use or disclose your PHI in a manner that you want restricted, you signed an authorization form, which you may revoke, that allows us to use or disclose your PHI in the manner you want restricted; in an emergency).

**To Request Alternative Communications** You may ask us to communicate with you in a different way or at a different place by submitting a written "**Request for Alternative Communication**" Form to us. We will not ask you why and we will accommodate all reasonable requests (which may include: to send appointment reminders in closed envelopes rather than by postcards, to send your PHI to a post office box instead of your home address, to communicate with you at a telephone number other than your home number). You must tell us the alternative means or location you want us to use and explain to our satisfaction how payment to us will be made if we communicate with you as you request.

**Records of Minors** Where applicable, and in compliance with state law, including, but not limited to Texas Family Code Chapter 32, a parent or guardian may not have access to the all of the records regarding their minor child and some information disclosed to EHN by the minor child may be withheld from the parent or guardian.

**Confidentiality of Alcohol and Drug Abuse Patient Records** To the extent applicable to your specific treatment, the confidentiality of alcohol and drug abuse patient records maintained by EHN is protected by federal law and regulations. Generally, EHN may not say to a person outside the program that a patient attends a substance abuse treatment program, or disclose any information identifying a patient as an alcohol or drug abuser Unless: (1) The patient consents in writing; (2) The disclosure is allowed by a court order; or (3) The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation. Violation of the federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with federal regulations. Federal law and regulations do not protect any information about a crime committed by a patient either at EHN or against any person who works for EHN or about any threat to commit such a crime. Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under Texas law to appropriate authorities.

**COMPLAINT PROCESS:** If you want more information or if you believe that EHN has violated your privacy rights (i.e. you disagree with a decision of ours about inspection/ copying, amendment/ correction, accounting of disclosures, restrictions or alternative communications), we want to make it right. We never will penalize you for filing a complaint. To do so, please file a formal, written complaint with:

- **EHN:** Yvette Vela, P.O. Box 9997, El Paso, Texas 79990; (915) 887-3410; [yvela@ehnel Paso.org](mailto:yvela@ehnel Paso.org);
- **Health and Human Services Consumer Services and Rights Protection/Ombudsman Office:** (512) 206-5670 or (800) 252-8154 (toll free) P.O. Box 12668, Austin, Texas 78711;
- **U.S. Dept. of Health and Human Services** 200 Independence Avenue, S.W., Washington, D.C. 20201 (800) 368-1019 (toll free).

**You must file your complaint within 180 days of when you knew or should have known about the event that you think violated your privacy rights.**

You may also contact: **Office of Attorney General;** P.O. Box 12548, Austin, Texas 78711; (800) 463-2100 (toll free); [www.oag.state.tx.us](http://www.oag.state.tx.us)

For complaints against alcohol/drug abuse treatment programs, contact the US Attorney's Office for the judicial district in which the violation occurred. To locate this office, consult the telephone book blue pages.

### **EHN WILL NOT RETALIATE AGAINST YOU IF YOU FILE A COMPLAINT.**

The effective date of this NPP is August 1, 2016 and replaces any previous notices of privacy practices issued by EHN, El Paso MHMR or any successor entity. These privacy practices are in accordance with the original HIPAA enforcement effective April 14, 2003, and updated to Omnibus Rule effective March 26, 2013 and will remain in effect until we replace them as specified by federal and/or Texas law. You have rights under HIPAA and other laws; this NPP advises you of those rights. You may have other rights under other federal and state laws which may or may not be stated herein, however the failure of EHN to not specifically refer to such laws does not necessarily impact your rights under those laws.