

EL CAMINO COLLEGE STUDENT HEALTH SERVICES NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE REVIEW IT CAREFULLY.**

What is this Notice and Why Is It Important?

Student Health Services at El Camino College is required by law to maintain the privacy of your health information. This notice explains how Student Health Services may collect, use and disclose your Protected Health Information (PHI) and your rights concerning your protected health information. PHI is information about you, such as name, address or student ID number, that could reasonably be used to identify you and your past, present or future physical or mental health condition, the provision of health care provided to you, or the payment for that care.

We understand that information about you and your health are personal. We are committed to protecting your private health care information. The Student Health Center collects PHI about you and stores it electronically in a chart, called your health record. Patients have a right to privacy at Student Health Services. PHI is confidential, and it is not part of your academic record. Aside from Student Health Services, no one on campus has a right to see your PHI or know the treatment you are receiving without your written permission, except in some legal exceptions, and these exceptions are listed below.

If you have any questions regarding our privacy and confidentiality practices, please direct them to: Susan Nilles, Faculty Coordinator of Student Health Services, through email at snilles@elcamino.edu.

This notice is effective as of September 1, 2016.

Your Rights Regarding Your Health Information

Right to Request Access to Your Health Information: You have the right to inspect and maintain a copy of the patient records we maintain to make decisions about your treatment and care, including billing records. All requests for access must be made in writing. Under limited circumstances, we may deny you access to your records, but the denial will be explained to you at the time the decision is rendered. If you would like access to your records, please ask your healthcare provider for the appropriate form to complete. If you request copies, we may charge you a reasonable fee for copies. We also may charge you for our postage costs, if you request that we mail the copies to you. If you are a parent or legal guardian of minor, certain portions of the minor's health record may not be accessible to you under California law.

Right to Request Amendments to Your Health Information: You have the right to request that we amend your health information maintained in your health record file or billing records. If you wish to amend your records, all requests for amendments must be in writing. We will comply with your request unless we believe that the information that would be amended is already accurate and complete or other special circumstances apply.

Right to Revoke Your Authorization: You may revoke (take back) any written authorization obtained by us for use and disclosure of your protected health information, except to the extent that we have taken action in reliance upon it. Your revocation request must be submitted in writing.

Right to An Accounting of Disclosures of Your Health Information: Upon written request, you may obtain a list (accounting) of disclosures of your health information made by us other than for our own uses for treatment, payment, and health care operations (as those functions are described below), and with other exceptions pursuant to the law. The first request within a twelve (12) month period will be free, and the period of your request cannot exceed six years. If you request an accounting more than once during a twelve (12) month period, we may charge you a reasonable fee.

Right to Request How Information is Provided to You: You may request, and we will try to accommodate, any reasonable written request for you to receive health information by alternative means of communication or at a different address or location.

Right to Request Restrictions on the Use of your Health Information: You may request that we restrict the use or disclosure of your protected health information. All requests for such restrictions must be made in writing. While we will consider a request for additional restrictions carefully, we are not required to agree to a requested restriction, except for requests to restrict disclosure of information to a health plan in cases where you have paid for the service out of pocket and in full.

Right to be Notified of Breach: You have the right to be notified by us if we discover a breach of your unsecured protected health information.

Right to a Paper Copy of this Notice: Upon request, you may obtain a paper copy of this Notice, even if you have agreed to receive such information electronically.

How Student Health Services May Use Your Health Information

As a general rule, you must give written permission before Student Health Services can use or release your health information. There are certain situations where Student Health Services is not required to obtain your permission. This section explains those situations where Student Health Services may use or disclose your health information without your permission.

Except with respect to Highly Confidential Information (described below), Student Health Services is permitted to use your health information for the following purposes:

- **Treatment:** We use and disclose your health information to provide you with treatment or services. This includes uses and disclosures to:
 - treat your illness or injury, including disclosures to other doctors, practitioners, nurses, health assistants, healthcare students, licensed clinical psychologists, mental health interns, technicians or other healthcare personnel involved in your treatment, or
 - contact you to provide appointment reminders, or
 - give you information about treatment options or other health related benefits and services that may interest you.
- **Payment:** We may use and disclose your health information to obtain payment for health care services that we or others provide to you.
 - Your information may be shared with insurance companies, including, but not limited to Medi-Cal and FamilyPACT for the purposes of billing and evaluation of quality of care.
 - However, we will comply with your request not to disclose health information to your health plan if the information relates solely to a healthcare item or service for which we have been paid out of pocket in full.

- **Health Care Operations:** We may use and disclose your health information for our health care operations, such as internal administration and planning that improve the quality and cost effectiveness of the care we provide you. This may also include uses and disclosures to:
 - evaluate the quality and competence of our health care providers, nurses and other health care workers,
 - to other health care providers to help them conduct their own quality reviews, compliance activities or other health care operations,
 - train students, residents and fellows, or
 - identify health-related services and products that may be beneficial to your health and then contact you about the services and products.

We may also disclose your health information to third parties to assist us in these activities (but only if they agree in writing to maintain the confidentiality of your health information).

In addition, Student Health Services may use and disclose your health information under the following circumstances:

- **Relatives, Caregivers and Personal Representatives:** Under appropriate circumstances, including emergencies, we may disclose your health information to family members, caregivers or personal representatives who are with you or appear on your behalf (for example, to pick up a prescription). We may also need to notify such persons of your location in our facility and general condition. If you object to such disclosures, please notify your Student Health Services health care provider. If you are not present, or the opportunity to agree or object to a use or disclosure cannot practicably be provided because of your incapacity or an emergency circumstance, we may exercise professional judgment to determine whether a disclosure is in your best interests. If information is disclosed to a family member, other relative or a close personal friend, we would disclose only information believed to be directly relevant to the person's involvement with your health care.
- **Public Health Activities:** We may disclose your health information for the following public health activities:
 - To report to public health authorities for the purpose of preventing or controlling disease, injury or disability;
 - To report child abuse and neglect to public health authorities or other government authorities authorized by law to receive such reports;
 - To report information to the U.S. Food and Drug Administration (FDA) about products and services under its jurisdiction;
 - To alert a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease; or
 - To report information to your employer as required under laws addressing work-related illnesses and injuries or workplace health surveillance.
- **Victims of Abuse, Neglect or Domestic Violence:** If we reasonably believe that you are a victim of abuse, neglect or domestic violence, we may disclose your health information as required by law to a social services or other governmental agency authorized by law to receive such reports.
- **Health Oversight Activities:** We may disclose your health information to a health oversight agency that is charged with responsibility for ensuring compliance with the rules of government health programs such as the California Department of Health Care Services or the Los Angeles County Department of Public Health.

- **Specialized Government Functions:** We may disclose your health information to government agencies with special functions, as required or permitted by law, such as the U.S. military or national security agencies.
- **Response to Lawsuits and Legal Actions:** We may be required to share your health information in response to a court or administrative order, or a judicial subpoena, but only if efforts have been made to tell you about the request (which may include written notice to you), or to obtain an order protecting the information requested.
- **Law Enforcement:** We may release health information to a law enforcement official when required by Federal and State law:
 - In response to a court or administrative order, or a judicial subpoena;
 - About the victim of a crime, if under certain limited circumstances, we are unable to obtain the person's agreement;
 - About a death we believe may be the result of criminal conduct;
 - About criminal conduct within the Student Health Services facility;
 - In emergency circumstances, to report a crime; the location of the crime or victims; or the identity, description, or location of the person who committed the crime.
- **Coroners or Medical Examiners:** We may disclose health information to a coroner or a medical examiner as required by law.
- **Organ and Tissue Donation:** We may disclose health information to organizations that assist with organ, eye or tissue donation, banking or transplant.
- **Health or Safety:** We may disclose health information to prevent a serious threat to your health and safety or the health and safety of the public or another person.
- **Research:** We may disclose health information without your authorization for certain research purposes. For example, we may disclose your information to researchers preparing a research protocol or if our Institutional Review Board committee (which is charged with ensuring the protection of human subjects in research) determines that an authorization is not necessary if certain criteria are met. We also may provide health information about you (not including your name, address, or other direct identifiers) for research, public health or health care operations, but only if the recipient of such information signs an agreement to protect the information and not use it to identify you.
- **Marketing Activities:** We may conduct the following activities without obtaining your authorization:
 - Provide you with marketing materials in a face-to-face encounter;
 - Give you a promotional gift of nominal value;
 - Provide refill reminders or otherwise communicate about therapeutics that are currently prescribed to you;
 - Tell you about Student Health Services' own health care products and services.
- **Workers' Compensation:** We may disclose health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs or as required under laws relating to workplace injury and illness.
- **As Required by Law:** We may disclose health information when required to do so by any other law not already referred to in the preceding categories.

Your Written Authorization

FOR ANY PURPOSE OTHER THAN THE ONES DESCRIBED ABOVE WE MAY ONLY USE OR DISCLOSE YOUR PROTECTED HEALTH INFORMATION WHEN YOU GIVE US YOUR WRITTEN AUTHORIZATION.

Highly Confidential Information

Federal and state law require special privacy protections for certain highly confidential information about you ("Highly Confidential Information"), including your health information that is maintained in psychotherapy notes or is about: (1) mental health and developmental disabilities services; (2) alcohol and drug abuse prevention, treatment and referral; (3) HIV/AIDS testing, diagnosis or treatment; (4) communicable disease(s); (5) genetic testing; (6) child abuse and neglect; (7) domestic or elder abuse; or (8) sexual assault. In order for your Highly Confidential Information to be disclosed for a purpose other than those permitted by law, your written authorization is required.

Sale of Health Information

We will not make any disclosure that is considered a sale of your protected health information without your written authorization unless the disclosure is for a purpose permitted by law.

Right to Change Terms of this Notice

We may change the terms of this notice at any time. If we change this notice, the new notice terms are effective for all health information that we hold, including any information created or received prior to issuing the new notice. If we change this notice, we will post the revised notice in on our website <https://www.elcamino.edu/student/studentservices/health/> and posted in the Student health Center Lobby. You may also receive a paper copy of any revised Notice upon request.

Further Information: Complaints

If you would like additional information about your privacy rights, are concerned that we have violated your privacy rights or disagree with a decision that we made about access to health information, you may contact our USC Office of Compliance. You may also file written complaints with the Director, Office for Civil Rights of the U.S. Department of Health and Human Services. Upon request, the USC Office of Compliance will provide you with the current address for the Director. We will not retaliate against you if you file a complaint with us or the Director.

If you feel Student Health Services has violated your privacy rights, or if you disagree with a decision made about access to your PHI, you may contact Susan Nilles, Faculty Coordinator of Student Health Services at snilles@elcamino.edu. You may also file written complaints with the Secretary of the U.S. Department of Health and Human Services (<https://www.hhs.gov/>).

You will not be penalized for filing a complaint.

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This notice is effective as of September 1, 2016.

Please sign and date below to indicate that you have received a copy of this notice. Your signature simply acknowledges that you received a copy of this notice.

Print Name (Last, First, Middle Initial)

Signature

Date