

Integrative Psychiatry Centers

Privacy Policy

This Privacy Policy applies only to information collected on or through the websites owned and operated by the Integrative Psychiatry Centers, LLC. Any specific web site, including all subordinate web pages, owned and operated by Integrative Psychiatry Centers, LLC is referred to as a "Site" or "Website." Integrative Psychiatry Centers, LLC may engage third parties such as a hosting service to assist in the operation of any Website including the Website through which you linked to view this Privacy Policy. As used in this Privacy Policy, the terms "we," "us" and "our" refer to the Integrative Psychiatry Centers, LLC.

The information practices of other sites operated or maintained by the Integrative Psychiatry Centers, LLC or by any third party are not covered by this Privacy Policy. By your use of the Website, "You" (the person using this Web site on behalf of yourself, as well as on behalf of any other person or entity on whose behalf of for whose benefit you are using the Web site) agree to the terms of this Privacy Policy, including any changes to the Privacy Policy. If any portion of this Privacy Policy is unacceptable to you, do not use the Website. Use of the Website constitutes acceptance of this Privacy Policy.

Your use of this Website is also governed by our Website Terms of Use

Privacy Practices Notice - Health Information

Certain protected health information that may be provided by You is protected as described in Integrative Psychiatry Centers, LLC's Privacy Practices Notice. In the event of any conflict between the terms of this Privacy Policy and the terms of the Privacy Practices Notice, the terms of the Privacy Practices Notice shall control.

Information Collected

The type of information collected on this Website will depend upon the features and functionalities available on this Website, which may be revised from time to time. For example, if this Website is currently operated as a "read-only" web site, we may not collect any personal information about you through the Website and will not learn who you are. On the other hand, if this Website permits you to "register," "create an account," make purchases, or take similar actions, we will collect information from you that can be used to specifically identify you as an individual (such as your name, telephone number, postal address, email address, and payment information, collectively "Personal Data"). This Web site also automatically collects aggregated information that is not linked to any specific individual such as information about traffic patterns on the Website, or the number of times a specific page was viewed in a particular month. We

may use and share aggregate, de-identified, and anonymous data without restriction as it does not identify you or any other individual user.

Personal Data, Use and Sharing

If this Website permits you to register, create an account, make purchases, or take similar actions, and if you chose to take such actions, then we will ask you to provide us with certain Personal Data about yourself. **It is always your choice whether you wish to provide Personal Data through this Website**, but if you do not provide requested Personal Data you may not be able to use all the features or functionalities of this Website.

Personal Data may be combined with other information we receive through other methods, such as from you in-person if you visit one of our facilities. Personal Data will not be sold or given to third parties for marketing purposes except in the limited cases described elsewhere in this Privacy Policy (for example we may transfer Personal Data to a successor organization). We reserve the right to share your Personal Data with third parties if we determine, in our sole discretion, that such action is necessary to comply with legal requirements or with legal process served upon us, or to protect the safety of you, members of the public, other users of this Website, or any other person, or to protect the Integrative Psychiatry Centers, LLC's rights. We also may use and/or share Personal Data with third parties that help us operate our business, for example we may provide your email address to an email vendor that helps us send large volumes of email, and if you make a purchase we may share your Personal Data with third parties as necessary to process your order and receive payment. We may share Personal Data with The Integrative Psychiatry Centers, LLC's affiliate and subsidiary entities. The Integrative Psychiatry Centers, LLC may transfer Personal Data to a successor entity such as in the case of a sale of our business, a particular business division, merger, spin-off, sale of substantially all assets, or a similar transaction. The Integrative Psychiatry Centers, LLC may use Personal Data to provide requested services to you and to provide you with additional information we believe you may find interesting or useful. Depending upon the features of this Website, we may use Personal Data to track your activities / progress on and through this Web site, as well as purchases made through this site or other transaction history. We may contact you through any and all contact methods (e.g., cell phone, fax, email, etc.) you provide us through this Website.

Reviewing and Changing Personal Data

The Website, now or in the future, may provide the ability for you to view, in-activate and or update the Personal Data you have submitted. If such functionality is available, on a specific Website, click on the link or page to "sign in," view your "account," or similar link or heading. Note, due to the nature of third party hardware, software and other third party tools, even when information is corrected or deactivated, an archive or other copy may remain.

Use of Cookies

The Web site does use cookies in a limited manner. A cookie is a small data file that most major Websites write to your hard drive for record-keeping purposes when you visit them. Cookies allow Website managers to measure activity on the site and to improve your user experience, for example, by remembering your passwords and viewing preferences, thus allowing you to visit various registered access parts of the site without re-registering.

These cookies are not created or used to collect any information (aggregate or personal) about you at any time. You may occasionally get cookies from other sites, which is standard in the Internet industry. The Integrative Psychiatry Centers, LLC does not control these cookies, and these cookies are not subject to this Privacy Policy.

You do not have to accept cookies to use our Website, however, you may not be able to use certain features or access certain areas if you do not accept cookies. Although most browsers are initially set to accept cookies, you may reset your browser to notify you when you receive a cookie or to reject cookies generally.

Public Forums

This Website, now or in the future, may include public forums such as message boards, bulletin boards, chat rooms, or similar activities through which users of the Website can communicate with one another. THIS PRIVACY POLICY DOES NOT PROTECT YOU WHEN YOU USE PUBLIC FORUMS OR PROVIDE INFORMATION (INCLUDING PERSONALLY IDENTIFIABLE INFORMATION) ABOUT YOURSELF. You should be aware that any information shared in a public forum such as a message board, bulletin board, chat room, or other forum is public information and may be seen by third parties that do not adhere to our Privacy Policy. You should think carefully before disclosing any information in any public forum, including the forums on our Website.

Social Media and Third Party Platforms

Certain sections or functionalities on this Website may permit you to choose to cross-post or share information on a third party social media site or platform such as Facebook, Instagram, LinkedIn, Twitter, Google+, or other similar sites (collectively, "Social Media Sites"). The Integrative Psychiatry Centers, LLC does not own or control such Social Media Sites, and posting your information on Social Media Sites is subject to the third party's privacy policy and other legal terms, which may or may not provide privacy protections with which you agree. The Integrative Psychiatry Centers, LLC is not responsible for any act or omission of any Social Media Site, nor are we responsible for the consequences of your choosing to share your information on Social Media Sites.

Security

The Website has security measures in place designed to protect against the loss, misuse and alteration of the information under our control. However, data transmission over the Internet or wireless networks cannot be guaranteed to be completely secure. Although we are committed to safeguarding your privacy and security, we cannot ensure or warrant the security of any information you transmit to us, and you do so at your own risk. The Integrative Psychiatry Centers, LLC is not responsible or liable for the illegal acts (such as hacking) of third parties.

Links to Other Websites

This Website may contain links to other websites and those sites may not follow the same privacy policies as Integrative Psychiatry Centers, LLC. These sites may send their own cookies to you, and may collect and use data in ways that Integrative Psychiatry Centers, LLC would not. Please note that we are not responsible for the privacy practices of third party Websites. We encourage you to be aware of this when you leave our Website and to read the privacy policies of every Web site that collects personally identifiable information from you. The Privacy Policy applies only to this Website.

Children's Privacy

We are committed to protecting the privacy of children. The interactive features of our Website are not designed for or directed to children under the age of 17. The Integrative Psychiatry Centers, LLC shall not be liable for any unauthorized use of the Website by minors. Please contact us if you believe a child under the age of 13 has provided Personal Data to this Website without parental consent.

Use of Website

Your access to and use of the Website are subject to certain terms and conditions, which are contained in our Terms of Use.

Contacting this Website

If you want to review or revise the personal information you provided during registration on the Web site, sign in to your account to update any information. Or, if you have any questions about this Privacy Policy, the practices of this Web site, or your dealings with this Web site, you can contact us by email at info@psychiatrycenters.com.

Privacy Practices Notice

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.

I. Who We Are

This notice describes the privacy practices of Integrative Psychiatry Centers, LLC (“Integrative Psychiatry Centers, LLC”) inclusive of outpatient and virtual services offered at these facilities, individually and collectively.

II. Our Privacy and Confidentiality Obligations

We are required by law to maintain the privacy and confidentiality of information about your health, health care, and payment for services related to your health (referred to in this notice as “protected health information” or “information”) and to provide you with this notice of our legal duties and privacy practices with respect to your protected health information. When we use or disclose this information, we are required to abide by the terms of this notice (or other notice in effect at the time of the use or disclosure).

- Protected Health Information in connection with substance use disorder services: 42 CFR Part 2 protects your health information if you are applying for or receiving services (including diagnosis or treatment, or referral) for substance use disorder. Generally, if you are applying for or receiving services for substance use disorder, we may not acknowledge to a person outside the program that you attend the program except under certain circumstances that are listed in this notice.
- All Protected Health Information, including substance use disorder services: The Health Insurance Portability and Accountability Act (“HIPAA”) Privacy Regulations (45 CFR Parts 160 and 164), also protect your health information whether or not you are applying for or receiving services for substance use disorder. Generally, if you are not applying for or receiving services for substance use disorder, the way we may use and disclose information differs slightly. These differences are listed in this notice.

III. Uses and Disclosures WITH Your Authorization: All Protected Health Information

- Generally, we may use or disclose your protected health information when you give your authorization to do so in writing on a form that specifically meets the requirements of laws and regulations that apply. There are some exceptions and special rules that allow for uses and disclosures without your authorization or consent. They are listed in sections IV and V.
- You may revoke your authorization except to the extent that we have already taken action upon the authorization. If you are currently receiving care and wish to revoke your authorization, contact your counselor. After you are discharged, you will need to contact the Integrative Psychiatry Center, LLC.
- Please be aware of the fact that a court with appropriate jurisdiction or other authorized third party could request or compel you to sign an authorization.

IV. Uses and Disclosures WITHOUT Your Authorization: All Protected Health Information

Even when you have not given your written authorization, we may use and disclose information under the circumstances listed below. This list applies to all protected health information, including the information we get when you are applying for or receiving services for substance use disorder.

A. Treatment. We may use or disclose your protected health information for treatment purposes. Treatment includes diagnosis, treatment and other services, including discharge planning. For example, treatment providers may disclose your health information to each other to coordinate your medical treatment or information about treatment alternatives or other health-related benefits and services that are necessary or may be of interest to you.

B. Health Care Operations. We may use or disclose your protected health information for the purposes of health care operations that include internal administration and planning and various activities that improve the quality and effectiveness of care. For example, we may use information about your care to evaluate the quality and competence of our clinical staff. We may disclose information to qualified personnel for outcome evaluation, management audits, financial audits, or program evaluation; however, such personnel may not identify, directly or indirectly, any individual patient in any report of such audit or evaluation, or otherwise disclose patient identities in any manner. We may disclose your information as needed within Integrative Psychiatry Centers, LLC in order to resolve any complaints or issues arising regarding your care. We may also disclose your protected health information to an agent or agency which provides services to Integrative Psychiatry Centers, LLC under a qualified service organization agreement and/or business associate agreement, in which they agree to abide by applicable federal law and related regulations (42 CFR Part 2 and HIPAA). Health care operations may also include use of your protected health information for programs offered by Integrative Psychiatry Centers, LLC, such as sending you invitations to workshops sponsored by Integrative Psychiatry Centers, LLC. This list of examples is for illustration only and is not an exclusive list of all of the potential uses and disclosures that may be made for health care operations.

C. Other allowable uses and disclosures without your authorization, aside from treatment and health care operations, include:

1. Appointment Reminders. We may contact you to send you reminder notices of future appointments for your treatment.

2. Medical Emergencies. We may disclose your protected health information to medical personnel to the extent necessary to meet a bona fide medical emergency (as defined by 42 CFR Part 2) this information might include HIV status, if applicable.

3. Minors. We may disclose to a parent or guardian or other person authorized under state law to act on behalf of a minor, those facts about a minor which are relevant to reducing a threat to the life or physical well being of the minor or any other individual, if the medical director judges that the minor applicant lacks capacity to make a rational decision and the minor's situation poses a substantial threat to the life or physical well being of the minor or any other individual which may be reduced by communicating relevant facts to such person.

4. Incompetent and Deceased Patients. In such cases, authorization of a personal representative, guardian or other person authorized by applicable state law may be given in accordance with 42 CFR Part 2.

5. Decedents. We may disclose protected health information to a coroner, medical examiner or other authorized person under laws requiring the collection of death or other vital statistics, or which permit inquiry into the cause of death.

6. Judicial and Administrative Proceedings. We may disclose your protected health information in response to a court order that meets the requirements of federal regulations, 42 CFR Part 2 concerning Confidentiality of Substance Use Disorder Patient Records. Note also that if your records are not actually "patient records" within the meaning of 42 CFR Part 2, your records may not be subject to the protections of 42 CFR Part 2.

7. Commission of a Crime on Premises or against Clinic Personnel. We may disclose your protected health information to the police or other law enforcement officials if you commit a crime on the premises or against clinic personnel or threaten to commit such a crime.

8. Child Abuse. We may disclose your protected health information for the purpose of reporting child abuse and neglect to public health authorities or other government authorities authorized by law to receive such reports.

9. Duty to Warn. Where the program learns that a patient has made a specific threat of serious physical harm to another specific person or the public, and disclosure is otherwise required under statute and/or common law, the program will carefully consider appropriate options that would permit disclosure.

10. Audit and Evaluation Activities. We may disclose protected health information to those who perform audit or evaluation activities for certain health oversight agencies, e.g., state licensure or certification agencies, the Joint Commission on Accreditation of Healthcare Organizations, which oversees the health care system and ensures compliance with regulations and standards.

11. Marketing Communications. We may contact you with information about Integrative Psychiatry Centers, LLC health-related services and products that may be beneficial to you.

V. Uses and Disclosures WITHOUT Your Authorization—Protected Health Information NOT in Connection with Substance Use Disorder Diagnosis, Treatment, or Referral. If you are not applying for or receiving services for substance use disorder, the rules governing the use and disclosure of protected health information are different from and less restrictive than the rules governing information involving substance use disorder diagnosis, treatment and referral. The next section lists the additional allowable disclosures that may be made without your authorization if you are not applying for or receiving services for substance use disorder. (This list does NOT apply to those persons applying for or receiving services for substance use disorder):

1. Allowable disclosure when required by law. We may disclose your protected health information as required by state or federal law.
2. Allowable disclosure for health or safety. We may disclose your protected health information to avert or lessen a serious threat of harm to you, to others, or to the public.
3. Expanded allowable abuse reporting/investigation of abuse. We may disclose protected health information to a person legally authorized to investigate a report of abuse or neglect as otherwise required or permitted by law.
4. Expanded allowable public health and health oversight activities. We may disclose your protected health information for public health purposes and health oversight purposes including licensing, auditing or accrediting agencies authorized or allowed by law to collect such information, including, for example, when we are required to collect, report or disclose information about disease, injury, vital statistics for public health purposes or other information for investigation, audit or other health oversight purposes.
5. Expanded allowable disclosure for law enforcement activities. We may disclose protected health information to law enforcement officials in response to a valid court order or warrant or as otherwise required or permitted by law.
6. Expanded allowable disclosure to your legally authorized representative. We may disclose your health information to a person appointed by a court to represent or administer your interests.
7. Expanded allowable disclosure in judicial and administrative proceedings. We may disclose your health information pursuant to a valid court or administrative order, or in some cases, in response to a valid subpoena or discovery request.
8. Allowable disclosure to the Secretary of Health and Human Services. We must disclose your health information to the United States Department of Health and Human Services when requested in order to enforce the privacy laws.

VI. Your Individual Rights

A. Right to Receive Confidential Communications. Normally we will communicate with you through the phone number and /or address you provide. You may request, and we will accommodate, any reasonable, written request for you to receive your protected health information by alternative means of communication or at alternative locations.

B. Right to Request Restrictions. At your request, we will not disclose health information to your health plan if the disclosure is for payment of a health care item or service for which you have paid Integrative Psychiatry Centers, LLC out of pocket in full. You may request additional restrictions on our use and disclosure of protected health information for treatment, payment and health care operations. While we will consider requests for additional restrictions carefully, we are not required to agree to a requested restriction. If you wish to request additional restrictions and you are currently receiving services, please contact your treatment provider.

Once you are no longer receiving services, contact Integrative Psychiatry Centers, LLC in writing. We will send you a written response.

C. Right to Inspect and Copy Your Health Information. You may request access to your medical record maintained by us in order to inspect and request copies of the records. Under limited circumstances, we may deny you access to a portion of your records. If you desire access to your records and you are currently receiving services, please ask your provider for the records. Once you are no longer receiving services, contact Integrative Psychiatry Centers, LLC.

D. Right to Amend Your Records. You have the right to request that we amend protected health information maintained in your clinical file or billing records. If you desire to amend your records and you are currently receiving services, please contact your counselor. Once you are no longer receiving services, contact Integrative Psychiatry Centers, LLC. Under certain circumstances, Integrative Psychiatry Centers, LLC has the right to deny your request to amend your records and will notify you of this denial as provided in the HIPAA regulations. If your requested amendment to your records is accepted, a copy of your amendment will become a permanent part of the medical record. When we "amend," a record, we may append information to the original record, as opposed to physically removing or changing the original record. If your requested amendment is denied, you will be informed of your right to have a brief statement of disagreement placed in your medical record.

E. Right to Receive an Accounting of Disclosures. Upon request, you may obtain a list of instances that we have disclosed your protected health information other than when you gave written authorization OR those related to your treatment and payment for services, or our health care operations. The accounting will apply only to covered disclosures prior to the date of your request provided such period does not exceed six years and does not apply to disclosures that occurred prior to April 14, 2003. If you request an accounting more than once during a twelve

(12) month period, there will be a charge. You will be told the cost prior to the request being filled.

F. Right to Receive Notification of Breach. You will be notified in the event we discover a breach has occurred such that your protected health information may have been compromised. A risk analysis will be conducted to determine the probability that protected health information has been compromised. Notification will be made no more than 60 days after the discovery of the breach, unless it is determined by a law enforcement agency that the notification should be delayed.

G. Right to Receive a Paper Copy of This Notice. Upon request, you may obtain a paper copy of this notice.

H. For Further Information and Complaints. If you desire further information about your privacy and confidentiality rights, you may contact the Integrative Psychiatry Centers, LLC at 303-260-9685. You may call this number if you are concerned that we have violated your privacy rights, if you disagree with a decision that we made about access to your protected health information, or if you wish to complain about our breach notification process.

I. You may also file a written complaint with the Secretary of the United States Department of Health and Human Services. Upon request, we will provide you with the correct address. We will not retaliate against you if you file a complaint. Violation of federal law and regulations on Confidentiality of Substance Use Disorder Patient Records is a crime and suspected violations of 42 CFR Part 2 may be reported to the United States Attorney in the district where the violation occurs. Upon request, we will provide you with the appropriate agency contact information.

VII. Effective Date and Duration of This Notice

A. Effective Date. This notice is effective on January 1, 2020.

B. Right to Change Terms of This Notice. We may change the terms of this notice at any time. If we change this notice, we may make the new notice terms effective to all protected health information that we maintain, including any information created or received prior to issuing the new notice. If we change this notice, we will post the new notice in public access areas at our service sites and on our Internet site at www.psychiatrycenters.com. You may also obtain any new notice by contacting Integrative Psychiatry Center, LLC.

C. Privacy Office. You may contact the Integrative Psychiatry Center, LLC at 303-260-9685.