

**ACKNOWLEDGMENT OF MANDATORY DISCLOSURE, CONSENT TO TREAT,
JOINT NOTICE OF PRIVACY PRACTICES AND OPT OUT, UNENCRYPTED INFORMATION,
ADVANCE DIRECTIVES AND EPSDT**

Client's Name: _____ **Client ID:** _____ **Date:** ____/____/____ **Person Completing:** _____

Client's Primary Jefferson Center Therapist: _____

Primary Therapist's credentials: _____

You are entitled to request and receive the information listed above, regarding any psychotherapist in the employ of Jefferson Center who is providing psychotherapy services to the client, other providers responsible for your care, and, if requested, the name of the supervisor.

1. The practice of licensed or registered persons in the field of psychotherapy is regulated by the Mental Health Licensing Section of the Division of Registrations. The appropriate Board can be reached at 1560 Broadway, Suite 1350, Denver, Colorado 80202, 303-894-7800. As to the regulatory requirements applicable to non-medical mental health professionals: a Licensed Clinical Social Worker, a Licensed Marriage and Family Therapist, and a Licensed Professional Counselor must hold a master's degree in their profession and have two years of post-master's supervision. A Licensed Psychologist must hold a doctorate degree in psychology and have one year of post-doctoral supervision. A Licensed Social Worker must hold a master's degree in social work. A Psychologist Candidate, a Marriage and Family Therapist Candidate, and a Licensed Professional Counselor Candidate must hold the necessary licensing degree and be in the process of completing the required supervision for licensure. A Certified Addiction Counselor I (CAC I) must be a high school graduate, and complete required training hours and 1,000 hours of supervised experience. A CAC II must complete additional required training hours and 2,000 hours of supervised experience. A CAC III must have a bachelor's degree in behavioral health, and complete additional required training hours and 2,000 hours of supervised experience. A Licensed Addiction Counselor must have a clinical master's degree and meet the CAC III requirements. A registered psychotherapist is a psychotherapist listed in the State's database and is authorized by law to practice psychotherapy in Colorado but is not licensed by the State and is not required to satisfy any standardized educational or testing requirements to obtain a registration from the State. Unlicensed psychotherapists who practice in a community mental health center, such as Jefferson Center, are not required to be registered in the State's database. The Colorado Office of Behavioral Health licenses all community mental health centers in Colorado, including Jefferson Center. They can be reached at 3824 W. Princeton Circle, Denver, CO 80236 or at 303-866-7400.

2. You are entitled to receive information from your therapists about the methods of therapy, the techniques used, the duration of your therapy, if known, and the fee structure. You have the right to have an individualized service plan and to participate in its development and any subsequent changes to the plan. You can seek a second opinion from another therapist or terminate therapy at any time.

3. You have the right to receive services in the least restrictive setting, subject to available appropriations.

4. You have the right to review the clinical record, as allowed by the law.

5. In a professional relationship, sexual intimacy is never appropriate and should be reported to the Board that licenses, registers, or certifies the licensee, registrant or certificate holder.

6. Generally speaking, the information provided by and to the client during therapy sessions is legally confidential and cannot be released without the client's consent. There are exceptions to this confidentiality, some of which are listed in the Privacy Notice you were provided, as well as other exceptions in Colorado and Federal law. For example, mental health professionals are required to report child abuse to authorities. If a legal exception arises during therapy, if feasible, you will be informed accordingly.

7. Health First Colorado (Colorado's Medicaid Program) clients have additional rights, which are described in your Member Handbook.

You have the responsibility to:

1. Be involved in writing your service plan.
2. Tell your provider if you do not understand or do not agree with the plan.
3. Give your treatment team all of the information they need so that all of you can make the best decisions about your care.
4. Arrive on time for appointments.
5. If you cannot make an appointment, call ahead of time to set up another appointment.
6. Treat staff and other clients with the same courtesy you expect.

If you have any questions about your rights, please call the Client and Family Advocate at Jefferson Center at 303-425-0300, toll-free at 1-800-201-5264, or TTY at 303-432-5540. If you have Health First Colorado (Colorado's Medicaid Program), you may also call the Office of Member and Family Affairs at Colorado Community Health Alliance toll-free at 1-855-627-4685, or TTY at 711. If you have any questions about your protected health information under federal law, please refer to the Jefferson Center Privacy Notice or call Jefferson Center at 303-425-0300.

This authorization includes, but is not limited to, physical health, mental health, substance use services, and other services or procedures provided face to face or via telehealth, which my physician or provider considers necessary. As the client, you retain the option to refuse the delivery of health care services via telemedicine at any time without affecting your right to future care or treatment and without the loss or withdrawal of any program benefits to which you would otherwise be entitled.

I have read and understand this document and my rights as a client or as the client's responsible party. I agree to participate in treatment at Jefferson Center.

Client or Responsible Party's Signature: _____

Date Signed by Client or Responsible Party : ____ / ____ / _____

2nd Responsible Party's or Witness Signature: _____

Date Signed by 2nd Responsible Party or Witness: ____ / ____ / _____

If signed by someone other than the client, please print name (s), state relationship to client, and legal authority to sign for client:

If client did not sign, state reason: _____

Signature on Paper: _____

JOINT NOTICE of PRIVACY PRACTICES AND OPT OUT

THIS NOTICE DESCRIBES HOW MEDICAL (INCLUDING MENTAL HEALTH) INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

During the process of providing services to you, Jefferson Center will obtain, record, and use mental health and medical information about you that is protected health information. Ordinarily that information is confidential and will not be used or disclosed, except as described below.

I. USES AND DISCLOSURES OF PROTECTED INFORMATION

A. General Uses and Disclosures Not Requiring the Client Consent. Jefferson Center will use and disclose protected health information in the following ways:

1. Treatment. Treatment refers to the provision, coordination, or management of health care (including mental health care) and related services by one or more health care providers. For example, Jefferson Center staff involved with your care may use your information to plan your course of treatment and consult with other staff to ensure the most appropriate methods are being used to assist you.

2. Payment. Payment refers to the activities undertaken by a health care provider (including mental health care) to obtain or provide reimbursement for the provision of health care. For example, Jefferson Center will use your information to develop accounts receivable information, bill you, and with your consent, provide information to your insurance company for services provided. The information provided to insurers and other third party payors may include information that identifies you, as well as your diagnosis, type of service, date of service, provider name/identifier, and other information about your condition and treatment. If you are covered by Health First Colorado (Colorado's Medicaid Program), information will be provided to Health First Colorado (Colorado's Medicaid Program), including but not limited to your treatment, condition, diagnosis, and services received.

3. Health Care Operations. Health Care Operations refers to activities undertaken by Jefferson Center that are regular functions of management and administrative activities. For example, Jefferson Center may use your health information in monitoring the service quality, staff training and evaluation, medical reviews, legal services, auditing function, compliance programs, business planning, and accreditation, certification, licensing, and credentialing activities.

4. Contacting the client. Jefferson Center may contact you to remind you of appointments, to tell you about or recommend possible treatment options or alternatives that may be of interest to you, and to tell you about health-related benefits or other services that might be of benefit to you.

5. Required by Law. Jefferson Center will disclose protected health information when required by law or necessary for health care oversight. This includes, but is not limited to: (a) reporting child abuse or neglect; (b) when court ordered to release information, provided that you have been given specific notice and an opportunity for a hearing; (c) where there is legal duty to warn or take action regarding imminent danger to a specific person or persons; (d) when required to report certain communicable diseases and certain injuries; and (e) when a Coroner is investigating the client's death.

6. Health Oversight Activities. Jefferson Center may disclose protected health information to health oversight agencies for oversight activities authorized by law and necessary for the oversight of the health care system, government health care benefits programs, regulatory programs, or determining compliance with program standards.

7. Crimes on the premises or observed by Jefferson Center personnel. Crimes that are observed by Jefferson Center staff that are directed toward staff or occur on the Center's premises will be reported to law enforcement.

8. Business Associates. Some of the functions of Jefferson Center are provided by contracts with business associates. For example, some administrative, clinical, quality assurance, billing, legal, auditing, and practice management services may be provided by contracting with outside entities to perform those services. In those situations, protected health information will be provided to those contractors as needed to perform their contracted tasks. Business associates are required to enter into an agreement maintaining the privacy of the protected health information released to them.

9. Research. Jefferson Center may use or disclose protected health information for research purposes if the relevant limitations of the Federal HIPAA Privacy Regulation and applicable state laws are followed.

10. Involuntary Clients. Information regarding clients who are being treated involuntarily, pursuant to the law, will be shared with other treatment providers, legal entities, third party payers and others, as necessary to provide the care and management coordination needed.

11. Family Members. Except for certain minors, incompetent clients, or involuntary clients, and in other limited circumstances, protected health information cannot be provided to family members without the client's consent. In situations where family members are present during a discussion with the client, and it can be reasonably inferred from the circumstances that the client does not object, information may be disclosed in the course of that discussion. However, if the client objects, protected health information will not be disclosed.

JOINT NOTICE of PRIVACY PRACTICES AND OPT OUT (cont.)

12. Fund Raising. Jefferson Center, or its fund raising Foundation, may contact clients as part of its fund raising activities. In such case Jefferson Center will disclose only limited information about clients including: demographic information (name, address, other contact information, age, gender, and date of birth); dates of health care provided; department of services; treating physician; whether there was a positive or negative outcome; and health insurance status. If a client does not want us to contact them for fundraising efforts, the client has the right to opt-out of receiving such communications.

13. Confidentiality of Alcohol and Drug Abuse Patient Records. The confidentiality of alcohol and drug abuse patient records maintained by this program is protected by Federal law and regulations. Generally, the program may not say to a person outside the program that a patient attends the 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 the program or against any person who works for the program 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 report under State law to appropriate State or local authorities.

(See 42 U.S.C. 290dd 3 and 42 U.S.C. 290ee 3 for Federal laws and 42 C.F.R. Part 2 for Federal regulations.) [42 C.F.R. §2.22]

B. Client Authorizations or Release of Information. Other uses and disclosures of protected health information not covered by this Notice or the laws that apply to us will be made only with your written permission, including (i) most uses and disclosures of psychotherapy notes; (ii) most uses and disclosures of your protected health information for marketing purposes; and (iii) disclosures that constitute the sale of your protected health information. If you provide us permission to use or disclose information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose your protected health information for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.

II. YOUR RIGHTS AS A CLIENT

A. Access to Protected Health Information. You have the right to inspect and obtain a copy of the protected health information the Center has regarding you, in the designated record set. There are some limitations to this right, which will be provided to you at the time of your request, if any such limitation applies. To make a request, ask Center staff for the appropriate form.

B. Amendment to Your Record. You have the right to request that the Center amend your protected health information. Jefferson Center is not required to amend the record if it is determined that the record is accurate and complete. There are other exceptions, which will be provided to you at the time of your request, if relevant, along with the appeal process available to you. To make a request, ask Jefferson Center staff for the appropriate request form.

C. Accounting of Disclosures. You have the right to receive an accounting of certain disclosures Jefferson Center has made regarding your protected health information in the six (6) years immediately preceding your request. However, that accounting does not include disclosures that were made for the purpose of treatment, payment, or health care operations. In addition, the accounting does not include disclosures made to you or disclosures made pursuant to a signed Authorization. There are other exceptions that will be provided to you, should you request an accounting. To make a request, ask Center staff for the appropriate request form.

D. Additional Restrictions. You have the right to request a restriction or limitation on the protected health information we use or disclose about you for your treatment, payment, or health care operations. You also have the right to request a limit on the protected health information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. We are not required to agree to your request unless your request is that we not disclose information to a health plan for payment or health care operations activities when you have paid for services that are the subject of the information out-of-pocket in full. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment. To make a request, ask Jefferson Center staff for the appropriate request form.

E. Alternative Means of Receiving Confidential Communication. You have the right to request that you receive communication of protected health information from Jefferson Center by alternative means or at alternative locations. For example, if you do not want Jefferson Center to mail bills or other materials to your home, you can request that this information be sent to another address. There are limitations to the granting of such requests, which will be provided to you at the time of the request process. To make a request, ask Jefferson Center staff for appropriate request form.

JOINT NOTICE of PRIVACY PRACTICES AND OPT OUT (cont.)

F. Copy of this Notice. You have a right to obtain a paper copy of this Notice upon request at any time, even if you have agreed to receive this Notice electronically.

III. ADDITIONAL INFORMATION

A. Privacy Laws. Jefferson Center is required by State and Federal law to maintain the privacy of protected health information. In addition, Jefferson Center is required by law to provide clients with notice of its legal duties and privacy practices with respect to protected health information. That is the purpose of this notice.

B. Terms of this Notice and Changes to the Notice. Jefferson Center is required to abide by the terms of this Notice, or any amended Notice that may follow. Jefferson Center reserves the right to change the terms of the Notice and to make the new Notice provision effective for all protected health information that it maintains. When the Notice is revised, the revised Notice will be posted in the Jefferson Center's service delivery sites and will be available upon request.

C. Any person who alleges that a non-medical mental professional has violated the licensing laws related to the maintenance of records of a client eighteen (18) years of age or older, must file a complaint or other notice with the licensing board within seven (7) years after the person discovered or reasonably should have discovered this. Pursuant to law, this practice will retain individual records for adults for seven (7) years from the date of discharge and for individuals who are under eighteen (18) years of age when admitted to the agency, until the individual is twenty-eight (28) years of age.

D. Breach Notification. Jefferson Center is required to notify you following a breach of your protected health information that has not been secured in a certain manner.

E. Complaints Regarding Privacy Rights. If you believe Jefferson Center has violated your privacy rights, you have the right to complain to Jefferson Center management. To file your complaint, call the Jefferson Center Privacy Officer at 303-425-0300, toll-free at 1-800-201-5264 or TTY at 303-432-5540. You also have the right to complain to the officer for the Office of Civil Rights, U.S. Department of Health and Human Services, 999 18th Street, Suite 417, Denver, CO 80202, 303-844-2024; 303-844-3439 (TTY); 303-844-2025 (FAX). For Alcohol and Drug Abuse Patients who believe Jefferson Center has violated your privacy rights, you also have the right to complain to the United States Attorney's Office, District of Colorado, 1801 California Street, Suite 1600, Denver, CO 80202, (303) 454-0100, (303) 454-0400 (FAX). It is the policy of Jefferson Center that there will be no retaliation for your filing of such complaints.

F. Additional Information. If you desire additional information about your privacy rights at Jefferson Center, please call the Client and Family Advocate at Jefferson Center at 303-425-0300, toll-free at 1-800-201-5264 or TTY at 303-432-5540.

G. Effective Date. This notice is effective April 14, 2003, and revised as of January 27, 2021.

AUTHORIZATION FOR PROVISION OF UNENCRYPTED ELECTRONIC HEALTH INFORMATION (ePHI) AND USE OF THE UNENCRYPTED EMAIL

I, hereby authorize Jefferson Center's medical staff, clinical staff, and allied professional staff ("Jefferson Center") to provide copies of my Electronic Protected Health Information ("ePHI"), to me or my Personal Representative, in accordance with applicable Jefferson Center policies and procedures, in a format that is not Encrypted.

I understand and acknowledge that these types of communication and ePHI that are transmitted to me and are not Encrypted are subject to a risk of interception and/or unauthorized access by third parties, including but not limited to my employer, if I utilize work email for communications described here. I understand and agree that Jefferson Center shall not be liable or responsible for interception of, or unauthorized access to, my ePHI or email that is provided or transmitted to me by Jefferson Center in a form that is not Encrypted. Further, Jefferson Center is not responsible for safeguarding ePHI that has been provided to me and that is not Encrypted (e.g., if a CD-ROM or other device is used to provide unencrypted ePHI to me).

Jefferson Center also has the right to refuse to provide ePHI to me on external portable media provided by me (e.g., CD-ROM or flash drive) if Jefferson Center determines there is an unacceptable level of risk to its systems and security in utilizing such external portable media. Where Jefferson Center has made such a determination, the Center will use email to communicate and provide ePHI to me.

All capitalized terms used and not otherwise defined in this Authorization shall have meanings set forth in the Health Insurance and Portability Accountability Act of 1996 ("HIPAA") and/or its accompanying regulations.

JOINT NOTICE of PRIVACY PRACTICES AND OPT OUT (cont.)

PERMISSION TO COMMUNICATE WITH YOU BY TEXT OR OTHER UNENCRYPTED MEANS

By signing below, I authorize Jefferson Center to communicate with me by email, texts, faxes, telephone, or through other types of media that are not encrypted and, thus, may be deemed by the U.S. Department of Health and Human Services to be unsecure methods of communication, for the following purposes: appointment reminders, missed appointment follow-up messages, surveys sent after an appointment, closure notifications, notifications to refill my medications, smoking cessation messages if applicable, and wellness messages.

Client Signature re Communication: _____

Date Client Communication Signed: _____

If signed by someone other than the client, please print name(s), state relationship to client, and legal authority to sign for client.

If client did not sign state reason: _____

Signature on Paper: _____

ADVANCE DIRECTIVES

Even though Jefferson Center and your therapist provide behavioral health services, federal law requires that we tell adult clients with Health First Colorado (Colorado's Medicaid Program) about Colorado laws relating to your right to make health care decisions and Advance Directives. Your provider will provide behavioral health care whether or not you have an advance directive.

What is a Medical Advance Directive? Advance Directives are written instructions that express your wishes about the kinds of medical care you want to receive in an emergency. In Colorado, Medical Advance Directives include:

- Medical Durable Power of Attorney: This names a person you trust to make medical decisions for you if you cannot speak for yourself.
- Living Will: This tells your doctor what type of life supporting procedures you want and do not want.
- Cardiopulmonary Resuscitation (CPR) Directive or "Do Not Resuscitate Order": This tells medical personnel not to revive you if your heart or lungs stop working.

Your provider will ask you if you have an Advance Directive. If you wish, your provider will put a copy of your Advance Directive in your medical file. If a medical provider does not follow your Advance Directive, you may call the Colorado Department of Public Health and Environment at 303-692-2980. For more information about Advance Directives you can call the Client and Family Advocate at Jefferson Center at 303-425-0300, toll free at 1-800-201-5264 or TTY at 303-432-5540.

WELL-CHILD EXAMS (EPSDT)

For Health First Colorado (Colorado's Medicaid Program) clients under the age of 21, we are required to ask if any behavioral health issues were identified in the last medical visit or well-child exam. We want to address the issues that were identified and coordinate with your Primary Care Physician (PCP). When you provide the name of your child's Primary Care Physician (PCP), Jefferson Center will contact the PCP to receive the information. If your child has not had a well-child exam within the last year, your therapist will recommend that you schedule an appointment. If you do not have a PCP or you want a new PCP, you may contact Health First Colorado for Assistance in Denver at 303-839-2120; outside of Denver toll-free at 1-888-367-6557; TTY at 1-888-876-8864.

ORGANIZED HEALTH CARE ARRANGEMENT ("OHCA") Effective March 1, 2021

Foothills Health Solutions, LLC("FHS"), Jefferson Center for Mental Health ("Jefferson Center"), Mental Health Center of Boulder County, Inc. d/b/a Mental Health Partners ("MHP"), Clinica Campesina Family Health Services ("Clinica"), Plan De Salud Del Valle, Inc. d/b/a Salud Family Health Centers ("SALUD"), and Metro Community Provider Network, Inc. d/b/a STRIDE Community Health Center ("STRIDE") (each a "Party" and collectively the "Parties") enter into this Organized Health Care Arrangement ("OHCA") The Parties, as participants in this OHCA, shall have the unrestricted right to use and disclose their patients' Protected Health Information ("PHI"), as defined by HIPAA, for the treatment, payment, and/or health care operations of the participants, in accordance with federal and state laws.

JOINT NOTICE of PRIVACY PRACTICES AND OPT OUT (cont.)

HOW WE WILL USE AND GIVE OUT YOUR INFORMATION

The OHCA members have agreed to either participate (1) In a clinically integrated care setting where patients may receive health care service from more than one provider; which includes care coordination; or (2) in a joint arrangement that include at least one of the following: (i) utilization review, in which health care decisions by participants are reviewed by other participants or by a third party on their behalf; or (ii) quality assessment and improvement activities, in which treatment provided by by participants are reviewed by other participants or by a third party on their behalf; or (iii) payment activities, if the financial risk for delivering health care is shared, in part or in whole, by participating OHCA members and if PHI created or received by a covered entity is reviewed by other OHCA members or by a third party on their behalf for the purpose of administering the sharing of the financial risk.

OPT OUT OHCA (Signature Required)

Opt Out OHCA ___ Yes ___ No

Client Signature Opt Out OHCA: _____

Date Client Opt Out OHCA: _____

If signed by someone other than the client, please print name(s), and state legal authority to sign for client:

If client did not sign state reason: _____

Signature on Paper: ___

HEALTH INFORMATION EXCHANGE

Jefferson Center endorses, supports, and participates in electronic Health Information Exchange (HIE) with Colorado Regional Health Information Organization (CORHIO) as a means to improve the quality of your health and healthcare experience. HIE provides us with a way to securely and efficiently share patient's clinical information electronically with other physicians and health care providers that participated in the HIE network. The HIE also enables emergency medical personnel and other providers who are treating you to have immediate access to your medical data that may be critical to your care. Making your health information available to your health care providers through the HIE can also help reduce your costs by eliminating unnecessary duplication of tests and procedures. You may choose to opt-out of participation in the CORHIO HIE by signing the opt-out form, or cancel an opt-out choice, at any time.

OPT OUT HIE (Signature Required)

Opt Out OHCA ___ Yes ___ No

Client Signature Opt Out HIE: _____

Date Client Opt Out HIE Signed: _____

If signed by someone other than the client, please print name(s), and state legal authority to sign for client:

If client did not sign state reason: _____

Signature on Paper: ___

JOINT NOTICE of PRIVACY PRACTICES AND OPT OUT (cont.)

SIGNATURE re PRIVACY

This authorization includes, but is not limited to, physical health, mental health, substance use services, and other services or procedures provided face to face or via telehealth, which my physician or provider considers necessary. As the client, you retain the option to refuse the delivery of health care services via telemedicine at any time without affecting your right to future care or treatment and without the loss or withdrawal of any program benefits to which you would otherwise be entitled.

I have read and understand this document and my rights as a client or as the client's responsible party. I agree to participate in treatment at Jefferson Center.

Client Signature re Privacy: _____

Date Signature re Privacy: _____

If signed by someone other than the client, please print name(s), and state legal authority to sign for client:

If client did not sign state reason: _____

Signature on Paper: _____