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Beaumont, Texas 77701
(P) 409-838-6568 (F) 409-838-1337
www.shorkey.org

Mission:

The Shorkey Center specializes in effective individualized educational programs that include early childhood education and therapeutic services focusing on children with special needs.

Vision:

The Shorkey Center, a non-profit organization, will be a recognized community partner that educates and nurtures young people with special needs in an inclusive educational environment.

Pediatric Services Include:

Speech Therapy
Physical Therapy
Occupational Therapy
Applied Behavior Analysis (ABA)
Aquatic Therapy



Dr. Robin Pearson, EdD
Executive Director





The HIPAA Privacy Rule and Electronic Health Information Exchange in a Networked Environment

SAFEGUARDS

This is one of a series of companion documents to The Nationwide Privacy and Security Framework for Electronic Exchange of Individually Identifiable Health Information (Privacy and Security Framework). This guidance document provides information regarding the HIPAA Privacy Rule as it relates to the Safeguards Principle in the Privacy and Security Framework.

SAFEGUARDS PRINCIPLE: Individually identifiable health information should be protected with reasonable administrative, technical, and physical safeguards to ensure its confidentiality, integrity, and to prevent unauthorized or inappropriate access, use, or disclosure.

SAFEGUARDS AND THE HIPAA PRIVACY RULE

The Safeguards Principle in the Privacy and Security Framework emphasizes that trust in electronic health information exchange can only be achieved if reasonable administrative, technical, and physical safeguards are in place. The HIPAA Privacy Rule supports the Safeguards Principle by requiring covered entities to implement appropriate administrative, technical, and physical safeguards to protect the privacy of protected health information (PHI). See 45 C.F.R. § 164.530(c). (See also the HIPAA Security Rule at 45 C.F.R. §§ 164.308, 164.310, and 164.312 for specific requirements related to administrative, physical, and technical safeguards for electronic PHI.)

The Privacy Rule's safeguards standard assures the privacy of PHI by requiring covered entities to reasonably safeguard PHI from any intentional or unintentional use or disclosure in violation of the Privacy Rule. The safeguards requirement, as with all other requirements in the Privacy Rule, establishes protections for PHI in all forms: paper, electronic, and oral. Safeguards include such actions and practices as securing locations and equipment; implementing technical solutions to mitigate risks; and workforce training. change can only be achieved if reasonable administrative, technical, and physical safeguards are in place. The HIPAA Privacy Rule supports the Safeguards Principle by requiring covered entities to implement appropriate administrative, technical, and physical safeguards to protect the privacy of protected health information (PHI). See 45 C.F.R. § 164.530(c). (See also the HIPAA Security Rule at 45 C.F.R. §§ 164.308, 164.310, and 164.312 for specific requirements related to administrative, physical, and technical safeguards for electronic PHI.)

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The Privacy Rule's safeguards standard is flexible and does not prescribe any specific practices or actions that must be taken by covered entities. This allows entities of different sizes, functions, and needs to adequately protect the privacy of PHI as appropriate to their circumstances. However, since each covered entity chooses the safeguards that best meet its individual needs, the types of protections applied may not be the same across all participants exchanging electronic health information to or through a health information organization (HIO), and some participants may not be covered entities.



The HIPAA Privacy Rule and Electronic Health Information Exchange in a Networked Environment

When covered entities and others participate in electronic health information exchange with a HIO, the actual exchange of information may be facilitated and even enhanced if all participants adopt and adhere to the same or consistent safeguard policies and procedures. To that end, the flexibility of the Privacy Rule would allow covered entities and the HIO, as their business associate, to agree on appropriate, common safeguards that would apply to their electronic exchange of information. In addition, as a requirement of participation in the electronic health information exchange with the HIO, these commonly agreed to safeguards also could be extended to other participants, even though they are not covered entities. For example, HIO participants may agree to use a common set of procedures and mechanisms to verify the credentials of and to authenticate persons requesting and accessing information through the network or to apply the same standard training for persons who utilize the network.

Common safeguards policies can be formalized through a business associate agreement, data sharing agreement, or any other contract mechanism, and may include enforcement mechanisms and penalties for breaches and violations. A HIO also may establish and centrally control the exchange network, network equipment, and exchange conduits, so that the exchange process itself is protected by a single set of safeguards and security mechanisms.

FREQUENTLY ASKED QUESTIONS

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- Q1: Does the HIPAA Privacy Rule permit a covered health care provider to e-mail or otherwise electronically exchange protected health information (PHI) with another provider for treatment purposes?**
- A1: Yes. The Privacy Rule allows covered health care providers to share PHI electronically (or in any other form) for treatment purposes if they apply reasonable safeguards when doing so. Thus, for example, a physician may consult with another physician by e-mail about a patient's condition, or health care providers may electronically exchange PHI to and through a health information organization (HIO) for patient care.
- Q2: How may the HIPAA Privacy Rule's requirements for verification of identity and authority be met in an electronic health information exchange environment?**
- A2: The Privacy Rule requires covered entities to verify the identity and authority of a person requesting protected health information (PHI), if not known to the covered entity. See 45 C.F.R. § 164.514(h). The Privacy Rule allows for verification in most instances in either oral or written form, although verification does require written documentation when such documentation is a condition of the disclosure. The Privacy Rule generally does not include specific or technical verification requirements and thus, can flexibly be applied to an electronic health information exchange environment in a manner that best supports the needs of the exchange participants and the health information organization (HIO). For example, in an electronic health information exchange environment:
- Participants can agree by contract or otherwise to keep current and provide to the HIO a list of authorized persons so the HIO can appropriately authenticate each user of the network.
 - For persons claiming to be government officials, proof of government status may be provided by having a legitimate government e-mail extension (e.g., xxx.gov).
 - Documentation required for certain uses and disclosures may be provided in electronic form, such as scanned images or pdf files.
 - Documentation requiring signatures may be provided as a scanned image of the signed documentation or as an electronic document with an electronic signature, to the extent the electronic signature is valid under applicable law.

Q3: Does the HIPAA Privacy Rule permit health care providers to use e-mail to discuss health issues and treatment with their patients?

A3: Yes. The Privacy Rule allows covered health care providers to communicate electronically, such as through e-mail, with their patients, provided they apply reasonable safeguards when doing so. See 45 C.F.R. § 164.530(c). For example, certain precautions may need to be taken when using e-mail to avoid unintentional disclosures, such as checking the e-mail address for accuracy before sending or sending an e-mail alert to the patient for address confirmation prior to sending the message. Further, while the Privacy Rule does not prohibit the use of unencrypted e-mail for treatment-related communications between health care providers and patients, other safeguards should be applied to reasonably protect privacy, such as limiting the amount or type of information disclosed through the unencrypted e-mail. In addition, covered entities will want to ensure that any transmission of electronic protected health information is in compliance with the HIPAA Security Rule requirements at 45 C.F.R. Part 164, Subpart C.

Note that an individual has the right under the Privacy Rule to request and have a covered health care provider communicate with him or her by alternative means or at alternative locations, if reasonable. See 45 C.F.R. § 164.522(b). For example, a health care provider should accommodate an individual's request to receive appointment reminders via e-mail, rather than on a postcard, if e-mail is a reasonable, alternative means for that provider to communicate with the patient. Similarly, however, if the use of unencrypted e-mail is unacceptable to a patient who requests confidential communications, other means of communicating with the patient, such as by more secure electronic methods, or by mail or telephone, should be offered and accommodated.

Patients may initiate communications with a provider using e-mail. If this situation occurs, the health care provider can assume (unless the patient has explicitly stated otherwise) that e-mail communications are acceptable to the individual. If the provider feels the patient may not be aware of the possible risks of using unencrypted e-mail or has concerns about potential liability provider can alert the patient of those risks, and let the patient decide whether to continue e-mail communications.

Q4: Does the HIPAA Privacy Rule allow covered entities participating in electronic health information exchange with a health information organization (HIO) to establish a common set of safeguards?

A4: Yes. The Privacy Rule requires a covered entity to have in place appropriate administrative, technical, and physical safeguards to protect the privacy of protected health information (PHI), including reasonable safeguards to protect against any intentional or unintentional use or disclosure in violation of the Privacy Rule. See 45 C.F.R. § 164.530(c). Each covered entity can evaluate its own business functions and needs, the types and amounts of PHI it collects, uses, and discloses, size, and business risks to determine adequate safeguards for its particular circumstances.

With respect to electronic health information exchange, the Privacy Rule would allow covered entities participating in an exchange with a HIO to agree on a common set of privacy safeguards that are appropriate to the risks associated with exchanging PHI to and through the HIO. In addition, as a requirement of participation in the electronic health information exchange with the HIO, these commonly agreed to safeguards also could be extended to other participants, even if they are not covered entities. A common or consistent set of standards applied to the HIO, and its participants may help not only to facilitate the efficient exchange of information, but also to foster trust among both participants and individuals.

Use and Disclosure of Information:

This authorization must be signed within the Intake Packet and will be effective from the date of signature unless revoked or terminated by the patient or guardian.

Right to Revoke or Terminate Authorization:

You may revoke or terminate this authorization by submitting a written revocation to the Shorkey Center. You should contact the privacy official or other authorized representative to terminate this authorization.

Potential for Re-disclosure:

The person or organization to which health information is sent may repeatedly disclose health information that is identified by this authorization. The privacy of this information may not be protected under the federal privacy regulations.

NOTICE OF PRIVACY POLICY AND PRACTICES

Purpose of this Notice

Shorkey Center respects the privacy of personal information and understands the importance of keeping this information confidential and secure. This notice describes how we protect the confidentiality of the personal information we receive. Our practices apply to current and former clients/patients.

We treat personal information securely and confidentially. We limit access to personal information to only those persons who need to know that information to provide the best of care. These persons are trained on the importance of safeguarding this information and must comply with our procedures and applicable laws.

Our commitment to you, our patient, is to protect your information from improper use, we will only use the information for the following purposes.

1. We will use the information within Shorkey Center to deliver the best possible care to you.
2. We may share the information with a company that works for us.
3. We may share it with others only when necessary to perform a service for you or if Shorkey Center is legally required to do so.

Shorkey Center does not share any client information with third-party marketers.

For more information, you can contact the Privacy Officer, at (409) 838-6568 or at 855 S. Eighth Street, Beaumont, TX 77701.

Your Health Information Rights

Although your health record is the physical property of this office, the information belongs to you. You have a right to:

- Obtain a paper copy of this notice of information practice upon request
- Inspect and copy your health record as provided for in 45 CFR 164.524
- Amend your health record as provided in 45 CFR 164.528
- Obtain an accounting of disclosures of your health information as provided in 45 CFR 164.528
- Request communications of your health information by alternative means or at alternative locations
- Request a restriction on certain uses and disclosures of your information as provided by 45 CFR 164.522 and
- Revoke your authorization to use or disclose health information except to the extent that action has already been taken

Our Responsibilities

Our office is required to:

- Maintain the privacy of your health information
- Provide you with this notice as to our legal duties and privacy practices with respect to information we collect and maintain about you
- Abide by the terms of this notice
- Notify you if we are unable to agree to a requested restriction, and
- Accommodate reasonable requests you may have to communicate health information; by alternative means or at alternative locations

We reserve the right to change our practices and to make the new provisions effective for all protected health information we maintain. Should our information practices change, we will mail a revised notice to the address you have supplied to us.

We will not use or disclose your health information without your authorization, except as described in this notice. We will also discontinue to use or disclose your health information after we have received a written revocation of the authorization according to the procedures included in the authorization.

For More Information or to Report a Problem

If you have questions and would like additional information, you may contact the Center's Privacy Officer, at (409) 838-6568.

If you believe your privacy rights have been violated, you can file a complaint with the Center's Privacy Officer or with the Office for Civil Rights, U.S. Department of Health and Human Services. There will be no retaliation for filing a complaint with either the Privacy Officer or the Office for Civil Rights. The address for the OCR is listed below:

Office for Civil Rights
U.S. Department of Health and Human Services
200 Independence Avenue, S.W.
Room 509F, HHH Building
Washington, DC 20201



Agreement to Pay

I understand by signing this agreement I accept full responsibility for payment of charges incurred by me for services received. I understand the Shorkey Education and Rehabilitation Center will attempt to the best of its ability to obtain reimbursement for said services from my insurance carrier directly, as stated in the paragraph below, but that I will be liable for all deductibles, co-payments, and services not covered by my insurance policy unless such liability is expressly waived by state or federal law. I agree to pay reasonable attorney's fees and cost of collection of any past due client balances if this account is referred to an attorney or agency for collection.

Assignment of Benefits Authorization

I understand my signature below requests that payment of authorized Medicaid and other health insurance carrier benefits be made either to me or on my behalf to Shorkey Education and Rehabilitation Center for services furnished to me or my dependent. I authorize any holder of medical information about me or my dependant to release the Health Insurance Claim Form to any insurance carriers, and its agents any information needed to determine these benefits or the benefits payable for related services.

Authorization to Release Medical Information

I hereby authorize Shorkey Education and Rehabilitation Center and/or its billing agent and any licensing organizations to review and obtain copies of medical records or insurance information as they relate to my therapy, reimbursement for charges and for care coordination, quality improvement, accreditation, or licensing reviews. I also herby authorize Shorkey Education and Rehabilitation Center and/or its billing agent to furnish to my insurance carriers and other providers, any medical history and proof of services. A photocopy is as valid as the original.

Release of Liability

I agree to release from and hold harmless from any expenses or claims of any nature, legal or otherwise, the Shorkey Center, its agents, employees and/or representatives, for any injuries sustained by the participant in any activity within the Shorkey Center, save and except for claims arising solely from negligence of the Shorkey Center, its agents, employees and/or representatives.

I understand that I will be responsible for any balance not paid by my insurance company.



ATTENDANCE

To maximize the benefits of therapy, it is particularly important that all scheduled appointments be attended. The consistency of attending therapy sessions assures that your child will obtain maximum treatment benefits and assist in meeting their goals. A missed or late appointment disrupts therapy schedule that impacts both you and other patients.

Shorkey Center's mission is to help every child achieve his or her goal. Time availability is a valuable commodity. If your child is discharged from our practice for attendance reasons but reinstatement; your child will be placed on a waiting list for an available opening.

In signing this form, you are indicating that you understand Shorkey Center's attendance policy and the consequences of not keeping your appointments. We anticipate that you will adhere to the following:

1. I understand that any appointment missed for any reason which is not rescheduled in the same week is considered an absence.
2. I understand that missing three scheduled therapy appointments in a six-month period is grounds for discharge from therapy. If I must cancel the appointment due to an illness or emergency, I will contact the office as soon as possible. Family emergencies are taken into consideration.
3. Three times tardy for therapy equals an absence.
4. I agree to call to cancel my appointments at least 24 hours in advance. If I do not call to cancel, and do not attend therapy, this will be considered a "No Show" absence.
5. I understand that two "No Show" absences, within a 6-month period, are grounds for discharge from therapy.
6. I understand that if I do not cancel my appointment(s), no later than the scheduled time of the appointment, I can be charged \$15.00 for each therapy that is scheduled for that day. The No-Show absence fee will be due upon my return to therapy.
7. I understand that my physician or primary service coordinator will be notified of my failure to show / attend appointments and the resulting discharge from therapy.
8. I understand if I arrive 15 minutes late, I may not receive therapy that day, depending on the session plan and scheduled activities.
9. While my child is attending therapy, I may leave during their session. But I must leave a contact number in case of an emergency and will return 10 minutes prior to the end of the session(s). I understand if I am late returning to pick up my child from their session, I will be required to stay at the Center for my child's future appointments.

No Show Fee – I understand that if I do not cancel my appointment(s) PRIOR to the scheduled time of the appointment, I will be charged \$15.00 for each therapy missed. The No-Show fee will be due upon my return to therapy.

SAFETY

Recordings, Photos, and Videos

Children are not recorded, photographed, or videoed without parental consent, therapist consent, teacher consent, or Executive Director approval even if it is your own child. This is to maintain HIPAA compliance, exploitation, privacy, and safety of all persons in the Center.

Gun-Free Zone

Gun-Free School Zone Act prohibits any unauthorized individual from knowingly possessing a firearm within one thousand feet of a school.

No Outside Food - Peanut-Free Zone

Due to the high needs of our service population, medically fragile clientele, and immune compromised patients, no outside food is permitted in the Shorkey Center.

Gang-free zone?

A gang-free zone is a designated area around a specific location where prohibited gang related activity is subject to increased penalty under Texas law. The specific locations include day care centers. The gang-free zone is within one thousand feet of your childcare center. For more information about what constitutes a gang-free zone, please consult sections 71.028 and 71.029 of the Texas Penal Code.

POOL

*******Please do not attend aquatic therapy or adaptive aquatics when there is a potential risk of diarrhea. Please call to schedule as land (Gym) therapy.***

Swim Diapers Required – no regular diapers / Pampers, or cloth diapers in the pool.



PLEASE READ THIS NOTICE VERY CAREFULLY

WHEN COMPLETING THIS CLIENT INTAKE PACKET, IF YOUR CHILD HAS BEEN EVALUATED FOR SPEECH, PHYSICAL THERAPY OR OCCUPATIONAL THERAPY WITHIN THE LAST 180 DAYS, YOU WILL NEED TO PROVIDE THE CENTER WITH A COPY OF THE EVALUATION.

IT IS A COMMON PRACTICE FOR INSURANCE COMPANIES TO **DENY** A SECOND EVALUATION FOR THERAPUTIC SERVICES IF THE EVALUATION FALLS WITHIN THE SAME 180 DAY PERIOD OF TIME.

PLEASE LET US KNOW IF YOUR EVALUATION IS CURRENT OR IF IT IS OVER 180 DAYS. THE SHORKEY CENTER WILL BILL YOU FOR THE FULL AMOUNT OF THE EVALUATION IF THE INSURANCE SHOWS A CURRENT EVALUATION ON FILE. EVALUATIONS ARE \$252.00 PER SERVICE.

WE NEED A CURRENT COPY OF YOUR CHILD'S IMMUNIZATION RECORD TO MAINTAIN ON FILE. PLEASE PROVIDE IT **DURING** YOUR CHILD'S FIRST VISIT.

THANK YOU FOR YOUR ATTENTION TO THIS MATTER

DR. ROBIN PEARSON,
EXECUTIVE DIRECTOR