

Jewish Family Services (JFS) is dedicated to providing high quality professional services to our entire community. Our ability to do this requires that we have written policies that tell you what to expect from us and highlight your responsibilities in accepting our services. Please help to maintain this high level of care by making sure you understand and follow these policies.

### CHILDREN IN THE JFS OFFICE

Children under the age of 16 must be accompanied by an adult or guardian while at JFS. An adult or guardian must escort the child to the JFS appointment, remain on the Shalom Park campus during the child's session, provide an emergency contact number and pick up the child at the conclusion of the appointment. Children may NOT be left alone in the JFS lobby.

### CANCELLATION, MISSED APPOINTMENTS AND LATE ARRIVALS

To cancel or change an appointment, you must give 24 hours' notice to avoid being charged a cancellation fee. Messages left on the voicemail to cancel an appointment within 24 hours will be sufficient to avoid being charged. If you arrive more than 10 minutes late to a scheduled appointment, it will be considered a missed appointment and you will need to reschedule. Missed, cancelled or late arrivals with less than the required notice will be charged \$30.00, which is payable at your next therapy session. Cancellation fees are not reimbursed by insurance companies and may be billed directly to you. If an appointment is missed due to extenuating circumstances, please discuss this with the front office staff. Patterns of missed or cancelled appointments may result in the permanent forfeiture of appointments or termination of services.

### THERAPY SERVICES

Therapy calls for a very active effort on your part. In order for your therapy to be successful, you/child will have to work on things we talk about both during the sessions and at home.

Since therapy often involves discussing unpleasant aspects of your life, you may experience some uncomfortable feelings at the beginning of treatment such as sadness, guilt, anger, or frustration. However, psychotherapy has been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress.

Each appointment or treatment session lasts approximately 45 – 55 minutes. These sessions include communication with the care provider, treatment activities to ensure progress, and progress note writing to document plan of care. If you arrive late for an appointment, the session will end at the regularly scheduled time so that the next client will be seen on time.

### THERAPIST RESPONSIBILITIES

Therapists will respect the time you have set aside for your session. If your therapist is absent for your scheduled appointment due to an unplanned circumstance, a JFS staff member will contact you as soon as possible to reschedule your appointment. If your assigned therapist is not available during our normal business hours due to vacation, illness, or scheduled time from work, another therapist will be available to respond to any of your urgent concerns.

### PAYMENT FOR SERVICES

You and/or your legally responsible party are responsible for paying the fee for service. Payment for counseling services shall be collected at the beginning of each session. We accept cash, checks, Visa and MasterCard.

### INSURANCE IN NETWORK

You and/or your legally responsible party are responsible for paying the fee for service per your Explanation of Benefits (EOB). An insurance card must be shown and confirmed at each visit in order to bill your plan.

JFS will file insurance and will accept assignment per your Explanation of Benefits (EOB). We will verify your eligibility and benefits; however this is not a guarantee of payment. It is possible that your provider may not be eligible for insurance reimbursement. Your health insurance may pay for a portion of the cost of service. We recommend that you contact your insurance company to verify your benefits. Once your claim has been processed, the EOB will determine the fees you owe.

### INSURANCE OUT OF NETWORK/NO INSURANCE

It is at the discretion of JFS whether to accept out-of-network providers on a case-by-case basis. If JFS is an out-of-network provider for your insurance company, you and/or your legally responsible party may be responsible for the payment of the full fee at the time of service and you may submit insurance claims directly to your insurance company. In certain circumstances, JFS may assist you with insurance submissions.

Final fees are determined by your processed EOB and you are expected to make payment at the time of each visit unless special arrangements have been made in advance. JFS reserves the right to terminate services for non-payment.

### FEE FOR CARE COORDINATION SERVICES (NON-MEDICAID CLIENTS)

JFS provides comprehensive services to our clients. Some of these services are not billable to your insurance company, yet are important to your treatment. Examples of these services include, but are not limited to: attendance at IEP, school or other meetings; consultation with school personnel or other professionals coordinating your care; reports for physicians, school staff, or other professional entities; telephone consultation with you or outside agencies; travels time to and from these meetings.

Prior to providing these services, your therapist will discuss the necessity with you. Periodic reviews of this fee agreement shall be conducted at the discretion of JFS. Fees are assessed at a rate of \$60.00 per hour, billed in 15 minute increments.

## CLIENT RIGHTS

As a client of Jewish Family Services (JFS), you are entitled to the following rights as set out below.

### I. RIGHT TO NOTIFICATION

You must be informed of your rights every year (12 months) while receiving services and you have the right to see and receive a copy of the NC Regulations and the Policy upon request. You must be told about the JFS Service Agreement and Treatment Policy, and you have a right to obtain a copy.

### II. RIGHT TO DIGNITY

You have the right to be treated with respect and dignity at all times. You have the right to be called by your preferred or legal name, to be protected from abuse, and to request help in applying for services or benefits for which you are eligible. You have the right to be counseled in private and in an environment that is equipped and maintained to ensure your health and safety.

### III. RIGHT TO SERVICE

You have the right to receive services within JFS's mission, capacity and applicable laws and regulations. JFS cannot deny services to you solely on the basis of your race, national origin, sex, age, religion, sexual preference, human immunodeficiency virus status, handicap, or ability to pay. If you think JFS has discriminated against you, you can contact any staff member or the Executive Director of JFS.

### IV. RIGHT TO QUALITY SERVICE

You have the right to receive services in a manner that is non-coercive, protects your right to self-determination, and allows you to participate in decisions regarding the services provided, unless those rights have been limited by law or court order. You have the right to receive services that are in accordance with all statutory and regulatory requirements. You have the right to an individualized treatment plan to meet your specific needs. You have the right to participate in the formulation of your individualized treatment and in the periodic review of this plan. You have the right to be informed about all services and have questions answered in terms you can understand.

### V. HOURS IN WHICH THE SERVICES ARE AVAILABLE

Office hours are 9am-5pm Monday–Thursday; 9am-4pm Friday. Early morning/evening hours are available by appointment. JFS provides on-call services after hours (24/7) for clinical emergencies at 704-430-7489.

### VI. RIGHT TO CONFIDENTIALITY

You have the right for your confidentiality to be upheld within the limits of the law and to provide informed consent when information is released to another organization or individual outside JFS. Your records will only be released with your consent or the consent of your authorized representative except by court order, in emergencies or as otherwise required or permitted by law. You have the right to inspect and to have copies of your records at your own expense, except where it would be harmful to you. In that situation, a lawyer, doctor or psychologist you choose can see the records on your behalf. If

you feel there are mistakes in your record, you can ask to have them corrected, and if the agency doesn't change what you think is an error, you can place your statement about the error in your record.

### VII. RIGHT TO REFUSE SERVICES

No client shall be subject to treatment without consent of the client or parent or legal guardian. You have the right to refuse services, unless those rights have been limited by law or court order, and to be informed of the consequences of such refusal. Consent may be withdrawn at any time by the person who gave consent. If treatment is refused, the qualified professional shall determine whether treatment in some other modality is possible. If all appropriate treatment modalities are refused, the voluntarily admitted client may be discharged.

### VII. RIGHT TO REFUSE SERVICES

No client shall be subject to treatment without consent of the client, parent or legal guardian. You have the right to refuse services unless those rights have been limited by law or court order, and to be informed of the consequences of such refusal. Consent may be withdrawn at any time by the person who gave consent. If treatment is refused, the qualified professional shall determine whether treatment in some other modality is possible. If all appropriate treatment modalities are refused, the voluntarily admitted client may be discharged.

### VIII. CLIENT RESPONSIBILITIES

It is your responsibility to actively participate in services. This included but is not limited to being honest with JFS staff, following through on recommendations and keeping scheduled appointments. JFS reserves the right to discontinue services if it is determined that you do not participate in services to the best of your ability, consistently miss appointments or, if in the agency's professional opinion, JFS is unable to provide the help you need.

### IX. RIGHT TO CONSENT

A treatment or service which presents a "significant risk" — that is, one that might cause some injury or have a serious side effect — may not be administered unless you or your authorized representative first give informed consent to it.

### X. RIGHT TO LEAST RESTRICTIVE ALTERNATIVE

Your personal and physical freedom can be limited when necessary for your safety or the safety of other clients, or for treatment. You will be involved in decisions which may limit your freedom, and you will be told what needs to happen for the limits to be removed. Corporal punishment may not be inflicted on any client.

### XI. RIGHT TO HEARINGS AND APPEALS

If you are dissatisfied with the services being provided by JFS or you believe you received unfair treatment, you can file a complaint with a JFS staff person or file a grievance with the agency. If you believe any of your rights under the Federal and/or North Carolina laws and statutes has been violated you may file a complaint or grievance and you may appeal the decision. In answering your complaints, JFS staff must inform

you of your appeal rights, which include the right to appeal a decision to the North Carolina regional advocate.

## **XII. RIGHT TO SUPPORT AND ADVISE**

The North Carolina's regional advocate is the "Governor's Advocacy Council for Persons with Disabilities." The Governor's Advocacy is a statewide agency established to protect and advocate for the rights of persons with disabilities. You can call them at 1-888-281-5921.

## **XIII. LIABILITY AND IMMUNITY**

JFS personnel who violate or abuse any right or privilege of a client are liable for damages as determined by law. All persons acting in good faith, reasonably, and without negligence in connection with the treatment of a person shall be free from all liability, civil or criminal, by reason of such acts.

## **CONTACT INFORMATION**

### **NC STATE CONTACTS**

NC CARE-LINE	800-662-7030
Disability Rights of NC	877-235-4210
Mental Health Association NC	888-881-0740
National Alliance on Mental Illness NC (NAMI)	800-451-9682
NC Division Health Service Regulation	800-624-3004
NC Mental Health Consumers Organization	800-326-3842

### **MECKLENBURG COUNTY CONTACTS - CARDINAL INNOVATIONS**

Cardinal Innovations Hot Line	800-939-5911
Community Partners	980-938-4100
Appeals Information	800-939-5911

## **PRIVACY PRACTICES**

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. PLEASE READ IT CAREFULLY.

JFS understands that your medical information and your health are personal. We are committed to protecting your medical information. JFS creates a record of medical information about the care and services you receive from us. We need this information to provide you with quality care and to comply with certain legal requirements. This Notice of Privacy Practices applies to your medical information generated and/or maintained by JFS.

This Notice will tell you about the ways in which we may use and disclose your medical information. We also describe your rights and certain obligations we have regarding the use and disclosure of your medical information.

JFS is required by law to:

- Make certain that medical information that identifies you is kept private.
- Make certain that you are given notice of our legal duties and privacy practices with respect to your medical information.
- Make certain that JFS follows the terms of the Notice of Privacy Practices that is currently in effect.

## **HOW WE MAY USE OR DISCLOSE MEDICAL INFORMATION ABOUT YOU**

The following describes different ways we use and disclose your medical information. If you are receiving services for the evaluation or treatment of substance abuse or Human Immunodeficiency Virus (HIV) conditions, specific rules apply to the use and disclosure of information related to those services. Please refer to the section titled Substance Abuse Health Information and HIV Information for those rules.

**FOR TREATMENT.** We may use your medical information to provide you with behavioral health treatment or services. We may disclose your medical information to psychiatrists, your primary care physician, nurses, therapists, case managers or other behavioral health professionals who are involved in your care. For example, a psychiatrist treating you may need to know if you have allergies to certain psychotropic medications. The psychiatrist may need to contact your primary care physician to obtain that information. Different departments within JFS may also share your medical information to arrange services you may need. If you are in jail, JFS may share your medical information with necessary medical personnel to coordinate your ongoing care.

**FOR PAYMENT.** We may use and disclose your medical information so that the treatment and services you receive may be billed and payment may be collected from appropriate payors, such as an insurance company or a third party. For example, we may need to share your medical information with your insurance company or a third party payor to check that you qualify for services, or to obtain approval for the services requested.

**FOR HEALTH CARE OPERATIONS.** We may use and disclose your medical information for the business activities of JFS. These uses and disclosures are necessary for administrative functioning and to ensure our clients receive quality care. For example, we may use your medical information to review services and to evaluate our performance in caring for you. We may combine medical information about many clients to decide what additional services JFS should offer, what services are needed, and whether certain new treatments are effective. We may use and disclose your medical information to assess JFS's compliance with State Licensing and/or Accreditation Authorities. For example, this disclosure may be required to evaluate the quality of services we provide or to resolve a specific treatment issue you have raised.

**INDIVIDUALS INVOLVED IN YOUR CARE.** We may release your medical information to a family member actively involved in your care and treatment as allowed under North Carolina state law and in accordance with JFS of policies and procedures. This information is limited and will not be disclosed without first obtaining your written authorization.

**SUBSTANCE ABUSE HEALTH INFORMATION.** All medical information regarding substance abuse is kept strictly

confidential and released only in conformance with the requirements of federal law (42 U.S.C. 290dd-3 and 42 U.S.C. 290ee-3) and regulation (42 C.F.R. part 2). Disclosure of any medical information referencing alcohol or substance abuse may only be made with your written authorization. A general authorization for the release of medical or other information is not sufficient for this purpose.

**HIV INFORMATION.** All medical information regarding HIV is kept strictly confidential and released only in conformance with the requirements of state law. Disclosure of any medical information referencing HIV status may only be made with your written authorization. A general authorization for the release of medical or other information is not sufficient for this purpose.

**SPECIAL CIRCUMSTANCES.** Federal and state laws allow or require JFS to disclose your medical information in certain special circumstances that include, but are not limited to, the situations described below.

**PUBLIC HEALTH (HEALTH AND SAFETY FOR YOU AND/OR OTHERS).** We may disclose your medical information for public health safety. We may use and disclose your medical information to a public health authority, when necessary, to prevent a serious threat to your health and safety or the health and safety of the public or another person. These activities generally include the following:

- to prevent or control disease, injury or disability
- to report births or deaths
- to report child abuse or neglect
- to report reactions to medications
- to notify people of recalls regarding medications they may be using
- to notify a person who may have been exposed to a disease or may be at risk for contracting a disease
- to avert a serious threat to the health or safety of a person or the public
- to notify the appropriate government authority if we believe a client has been the victim of abuse, neglect or domestic violence. We will make this disclosure when required or authorized by law

**RESEARCH.** Under certain limited circumstances, we may use and disclose your medical information for research purposes. For example, a research project may involve the care and recovery of all clients who receive one medication for the same condition. All research projects are subject to a special approval process. We will obtain your written authorization if the researcher will use or disclose your medical information.

**HEALTH OVERSIGHT ACTIVITIES.** We may disclose your medical information to a health oversight agency for activities authorized by law. These oversight activities may include audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the behavioral health care system, government programs, and compliance with civil rights laws.

**LAWSUITS AND DISPUTES.** If you are involved in a lawsuit or legal action, we may disclose your medical information in response to a valid court or administrative order, a valid subpoena, a discovery request, or other lawful process that complies with state law and JFS policies and procedures.

**LAW ENFORCEMENT.** We may not release your medical information to a law enforcement official except in response to a valid court order, subpoena, warrant, summons, or similar lawful process that complies with state law and JFS policies and procedures.

**CORONERS, MEDICAL EXAMINERS AND FUNERAL DIRECTORS.** We may release your medical information to a coroner, medical examiner or funeral director. This may be necessary for identification or to determine a cause of death.

**NATIONAL SECURITY AND INTELLIGENCE ACTIVITIES.** We may release your medical information to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

**PROTECTIVE SERVICES FOR THE PRESIDENT AND OTHERS.** We may disclose your medical information to authorized federal officials so they may provide protection to the President or other authorized persons.

**AS REQUIRED BY LAW.** We may disclose your medical information when required to do so by federal, state, or local law.

## **YOUR RIGHTS REGARDING MEDICAL INFORMATION ABOUT YOU**

**RIGHT TO ACCESS.** You have the right to inspect and copy medical information that may be used to make decisions about your care. To inspect and copy your medical information, contact the JFS Executive Director. If you request a copy of the information, you may receive one copy each year at no cost. For any additional copies during the same year, you may be charged a fee for the costs of copying, mailing, or other supplies associated with your request. Your request to inspect and copy your medical information may be denied in certain limited circumstances. If you are denied access to all, or any part, of your medical information, you may request that the denial be reviewed. Information regarding how to initiate the review process will be provided in writing at the time of any denial of access to your medical information.

**RIGHT TO AMEND.** If you feel that your medical information is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as your medical information is kept by JFS. To request an amendment, your request must be made in writing and submitted to the JFS Executive Director. You must provide a reason that supports your request. We may deny your request if you ask us to amend information that:

- was not created by us, unless the person or entity that created the information is no longer available to make the

- amendment;
- is not part of the medical information kept by or for JFS.
- is not part of the medical information which you would be permitted to inspect or copy; or
- is accurate and complete.

**RIGHT TO AN ACCOUNTING OF DISCLOSURES.** You have the right to request an accounting of disclosures of your medical information. This is a list of disclosures we made of your medical information to others. The accounting does not include information disclosed as a part of treatment, payment, or health care operations. The accounting does not include disclosures that were authorized by you in writing. To request this accounting, you must submit your request in writing to the JFS Executive Director. Your request must state a period of time for the accounting that may not be longer than six years and may not include dates before April 14, 2003.

**RIGHT TO REQUEST RESTRICTIONS.** You have the right to request a restriction on the medical information we use or disclose about you. We are not required to agree to your request. If we do agree, we will comply with your request, unless the information is needed to provide you with emergency treatment. To request a restriction, you must make your request in writing to the JFS Executive Director. In your request, you must tell us what information you want to restrict, and to whom you want the restriction to apply.

**RIGHT TO REQUEST CONFIDENTIAL COMMUNICATIONS.** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location if you believe that you will be otherwise endangered. For example, you can ask that we only contact you at a certain telephone number or address. To request confidential communications, you must make your request in writing to the JFS Executive Director. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

**RIGHT TO PAPER COPY OF THIS NOTICE.** You have the right to a paper copy of this privacy notice. You may ask us to give you a copy of this privacy notice at any time by requesting it from the JFS Executive Director.

## CHANGES TO THIS NOTICE

JFS reserves the right to change this notice. JFS reserves the right to make the revised notice effective for your medical information that JFS already have about you, as well as any information we will receive following the revision. JFS will post a copy of the current notice at its main office and on its website. The notice will contain the effective date at the bottom of each page. JFS will make you aware of any revisions by posting the revised notice in all the above locations.

## COMPLAINTS

If you believe your privacy rights have been violated, you may submit your complaint in writing to Jewish Family Services of Greater Charlotte, Inc., Stephanie Starr, Executive Director, 5007

Providence Road, Suite 105, Charlotte, NC 28226. For questions, you may contact JFS Executive Director Stephanie Starr at 704-364-6594. If we cannot resolve your concern, you also have the right to file a written complaint with the United States Secretary of the Department of Health and Human Services. The quality of your care will not be jeopardized nor will you be penalized for filing a complaint

## OTHER USES AND DISCLOSURES

Other uses and disclosures of your medical information not covered by this notice will be made only with your written authorization. If you provide us with written authorization to use or disclose your medical information, you may revoke that authorization, in writing, at any time. If you revoke your authorization, JFS will no longer use or disclose your medical information for the reasons covered by the authorization. JFS is unable to take back any disclosures already based on your authorization.

## CLIENT COMPLAINT AND GRIEVANCE POLICY

**POLICY:** Jewish Family Services is committed to providing quality service and achieving a high level of client satisfaction. A key component of quality service is the timely, equitable resolution of complaints. It is the policy of JFS to be responsive to clients' needs and concerns.

**COMPLAINT:** A complaint is defined as an informal verbal or written expression of dissatisfaction, discontent or protest by a client or on behalf of a client, concerning a situation within the jurisdiction of JFS.

**COMPLAINANT:** The person issuing the complaint. This may be a client or other interested party on behalf of the client.

**GRIEVANCE:** If the complainant is not satisfied with the response of the JFS staff, the complainant may file a formal grievance by contacting the Jewish Family Services Board of Directors.

## PROCEDURE FOR FILING A COMPLAINT

If the client is dissatisfied with the service being provided by JFS or if the client wishes to file a complaint against a perceived unfair treatment, the following procedures can be followed:

1. The client can make a verbal complaint to a JFS counselor.
2. If the contact with the counselor does not resolve the problem or if the client does not feel comfortable making the complaint to their counselor, the client can contact his/her counselor's supervisor.
3. If the client is unhappy with the resolution and would like to file a formal written complaint, the client will be given the Complaint Form.
4. Within 5 business days after receipt of the written Complaint Form, a review of the client's complaint will be completed and the client will be informed of the resolution to the complaint.
5. If the client is not happy with the resolution, he/she may request a subsequent appeal of the review, request a review by the Executive Director or file a formal grievance with the Executive Committee of the JFS Board of Directors.

\*At any point time in the process, the client or client's guardian may call the Governor's Advocacy Council for assistance.

The above steps are provided in sequence; however, some steps may be eliminated if the client wishes. For example, the initial complaint may be made directly to the supervisor or to the Executive Director. The client may also at any time complete a formal complaint or an anonymous complaint by completing a Complaint Form and returning it to the receptionist or via mail.

After each step in the process, the client should receive notice of the actions taken as a result of their complaint. All client complaints reported to the supervisor or the Executive Director will be recorded and kept on file.

## PROCEDURE FOR FILING A GRIEVANCE

Formal grievance procedures are broken up into three groups: Potential Rights Violations; Administrative Issues and Service Quality; and Clinical Service Decisions. All three grievance procedure begins with contacting the JFS Executive Director.

A client or their guardian can file a formal grievance by contacting the JFS Executive Director. The Executive Director will assist the complainant in filing the grievance and will provide the complainant with client information materials describing the grievance process.

The Executive Director will notify the complainant of the receipt of the grievance in writing and whether the grievance will be addressed by the Executive Committee of the JFS Board of Directors (i.e., directly by a conflict resolution process, by conduction an investigation of the allegation(s), or by an informal review process).

The complainant will be notified of the resolution/decision regarding the formal grievance and will be notified of the appeal procedures.

## CONTACT INFORMATION

Jewish Family Services of Greater Charlotte, Inc.  
Phone: 704-364-6594  
5007 Providence Road, Suite 105  
Charlotte, NC 28226

Governor's Advocacy Council for Persons with Disabilities  
Phone: 1-888-281-5921  
1314 Mail Service Center  
Raleigh, NC 27699-1 314

## EMAIL INFORMED CONSENT POLICY

Jewish Family Services of Greater Charlotte, Inc. (JFS) provides clients the opportunity to communicate with their physicians, other health care providers, and administrative services by email. Transmitting confidential client information by email, however, has a number of risks, both general and specific, that clients should consider before using email.

## RISK FACTORS

Among general email risks are the following:

- Email can be immediately broadcast worldwide and be received by many intended and unintended recipients.
- Recipients can forward email messages to other recipients without the original sender's permission or knowledge.
- Users can easily misaddress an email.
- Email is easier to falsify than handwritten or signed documents.
- Backup copies of email may exist even after the sender or the recipient has deleted his or her copy.

Among specific client email risks are the following:

- Email containing information pertaining to a client's diagnosis and/or treatment must be included in the client's medical records. Thus, all individuals who have access to the medical record will have access to the email messages.
- Employees do not have an expectation of privacy in email that they send or receive at their place of employment. Thus, clients who send or receive email from their place of employment risk having their employer read their email.
- If employers or others, such as insurance companies, read an employee's email and learn of medical treatment, particularly mental health, sexually transmitted diseases, or alcohol and drug abuse information, they may discriminate against the employee/client. For example, they may fire the employee, not promote the employee, deny insurance coverage, and the like. In addition, the employee could suffer social stigma from the disclosure of such information.

## CONDITIONS FOR THE USE OF EMAIL

JFS will make all email messages sent or received that concern the diagnosis or treatment of a client part of that client's medical record and will treat such email messages with the same degree of confidentiality as afforded other portions of the medical record. JFS will use reasonable means to protect the security and confidentiality of email information. Because of the risks outlined above, JFS cannot, however, guarantee the security and confidentiality of email communication.

Thus, clients must consent to the use of email for confidential medical information after having been informed of the above risks.

Consent to the use of email includes agreement with the following conditions:

- All emails to or from the client concerning diagnosis and/or treatment will be made a part of the client's medical record. As a part of the medical record, other individuals, such as other physicians, nurses, physical therapists, client accounts personnel, and the like, and other entities, such as other health care providers and insurers, will have access to email messages contained in medical records.
- Jewish Family Services of Greater Charlotte, Inc. may



forward email messages within the facility as necessary for diagnosis, treatment, and reimbursement. Jewish Family Services of Greater Charlotte, Inc. will not, however, forward the email outside the facility without the consent of the client or as required by law.

- If the client sends an email to JFS, one of its health care provider, or an administrative department, JFS will endeavor to read the email promptly and to respond promptly, if warranted. However, JFS can provide no assurance that the recipient of a particular email will read the email message promptly. Because JFS cannot assure clients that recipients will read email messages promptly, clients must not use email in a medical emergency.
- If a client's email requires or invites a response, and the recipient does not respond within a reasonable time, the client is responsible for following up to determine whether the intended recipient received the email and when the recipient will respond.
- Because some medical information is so sensitive that unauthorized disclosure can be very damaging, clients should not use email for communications concerning diagnosis or treatment of AIDS/HIV infection; other sexually transmissible or communicable diseases, such as syphilis, gonorrhea, herpes, and the like; mental health or developmental disability; or alcohol and drug abuse.
- JFS cannot guarantee that electronic communications will be private.
- JFS will take reasonable steps to protect the confidentiality of client email, but Jewish Family Services of Greater Charlotte, Inc. is not liable for improper disclosure of confidential information not caused by JFS's gross negligence or wanton misconduct.
- If the client consents to the use of email, the client is responsible for informing JFS of any types of information that the client does not want to be sent by email other than those set out above.
- Client is responsible for protecting client's password or other means of access to email sent or received from JFS to protect confidentiality.
- I understand that JFS does not use encryption software nor will it guarantee that email communication is HIPAA compliant.
- I confirm that the email address that I have given is a private email and I release JFS from any responsibility for access to my private email by any person not authorized by me. JFS is not liable for breaches of confidentiality caused by client.
- Any further use of email by the client that discusses diagnosis or treatment by the client constitutes informed consent to the foregoing. You may withdraw consent to the use of email at any time by email or written communication to Jewish Family Services of Greater Charlotte, Inc., Attention: Executive Director.

### **JEWISH FAMILY SERVICES OF GREATER CHARLOTTE, INC.**

**5007 PROVIDENCE ROAD, SUITE 105**

**CHARLOTTE, NC 28226**

**704.364.6594 PHONE**

**704.364.6596 FAX**

**WWW.JFSCARLOTTE.ORG**

Funded by  
**Jewish Federation**  
OF GREATER CHARLOTTE

