

# **Native American Rehabilitation Association of the Northwest, Inc. (“NARA NW”) Notice of Privacy Practices**

Effective Date: March 13, 2026

## **THIS NOTICE DESCRIBES:**

- I. HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**
- II. YOUR RIGHTS WITH RESPECT TO YOUR HEALTH INFORMATION .**
- III. HOW TO FILE A COMPLAINT CONCERNING A VIOLATION OF THE PRIVACY OR SECURITY OF YOUR HEALTH INFORMATION, OR OF YOUR RIGHTS CONCERNING YOUR INFORMATION.**

**YOU HAVE A RIGHT TO A COPY OF THIS NOTICE (IN PAPER OR ELECTRONIC FORM) AND TO DISCUSS IT WITH NARA’S PRIVACY OFFICER VIA EMAIL (COMPLIANCE@NARANORTHWEST.ORG) OR PHONE ((971) 469 - 6574) OR MAIL (211 CARUTHERS ST., PORTLAND OR 97214. ATTN: COMPLIANCE DEPARTMENT).**

We understand the importance of privacy and are committed to maintaining the confidentiality of your health information. Each time you visit NARA NW, we collect your health information and store it in your health record. If you receive substance use disorder (“SUD”) services from us, we also maintain your substance use disorder diagnosis, treatment and referral information in your health record. We may also receive health information from other providers who treat you and exchange your information with them for treatment, care coordination or case management purposes.

Your health record maintained by NARA NW contains “**protected health information**” or “**PHI**” (as defined by 45 CFR 160.103). Your PHI is protected by a federal law called Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and their implementing regulations at 45 CFR Parts 160 and 164 (collectively, “**HIPAA**”).

If you receive SUD diagnosis, treatment or referral services from NARA NW, then in addition to HIPAA, your SUD “records” (as defined by 42 CFR 2.11, “**SUD Records**”), are protected by a federal drug and alcohol confidentiality law at 42 U.S.C. 290dd-2 and its implementing regulations at 42 CFR Part 2 (collectively, “**Part 2**”). In addition to HIPAA and Part 2, there may be state laws that protect the privacy of your health information, such as ORS 192.553 to 192.581. Any rights and obligations stated in this notice are subject to the requirements of HIPAA, Part 2 and applicable state law.

For the avoidance of doubt, any references to “**health information**” in this notice shall mean “protected health information” as defined by HIPAA, including SUD Records.

We are required by law to maintain the privacy of protected health information, to provide individuals with notice of our legal duties and privacy practices with respect to protected health information, and to notify affected individuals following a breach of unsecured protected health information. We are also required to abide by the terms of this Notice of Privacy Practices as currently in affect.

## **I. How NARA NW May Use or Disclose Your Health Information**

Generally, we use your health information to provide, or enable other health care providers to provide, health care

services to you, to obtain payment for services provided to you and to enable us to meet our administrative, professional and legal obligations to operate NARA NW properly. This section describes in greater detail when we can use and disclose your health information, including SUD Records, with or without your consent/authorization as permitted by HIPAA, Part 2 and applicable state law. Once we use or disclose your health information, then such information may be subject to redisclosure by the recipient and may no longer be protected by HIPAA or Part 2.

### 1. Uses and Disclosures for Treatment, Payment and Health Care Operations Purposes:

We may use and disclose your health information without your consent/authorization for treatment, payment and health care operations purposes.

However, we must obtain your **consent/authorization** prior to using and disclosing your **SUD Records** for treatment, payment or health care operations purposes. You may provide a single consent/authorization to us for all future uses or disclosures of SUD Records for treatment, payment and health care operations purposes. SUD Records that are disclosed to a Part 2 program, HIPAA covered entity, or business associate pursuant to your written consent for treatment, payment, and health care operations may be further disclosed by that Part 2 program, covered entity, or business associate, without your written consent, to the extent HIPAA permits such disclosure.

- a) **Treatment.** We use and disclose health information about you to provide your health care. We disclose health information to our employees and others who are involved in providing the care you need. For example, we may share your health information with other physicians or other health care providers who will provide services that we do not provide, or we may share your health information with a pharmacist who needs it to dispense a prescription to you, or a laboratory that performs a test.

If you receive Indian Managed Care Entity (“IMCE”) services from us, then NARA NW will use and disclose your health information to provide those services to you which may include case management, care coordination, outreach and education about the IMCE care coordination program, operating a call center to answer your questions about the IMCE care coordination program, performing quality improvement activities and satisfaction surveys, and reporting outcomes metrics to Oregon Health Authority.

- b) **Payment.** We use and disclose health information about you to obtain payment for the services we provide. For example, we give your health plan the information it requires before it will pay us. We may also disclose information to other health care providers to assist them in obtaining payment for services they have provided to you.
- c) **Health Care Operations.** We use and disclose health information about you to operate NARA NW. For example, we may use and disclose this information to review and improve the quality of care we provide, or the competence and qualifications of our professional staff. Or, we may use and disclose this information to get your health plan to authorize services or referrals. We may also use and disclose this information as necessary for health reviews, legal services and audits, including fraud and abuse detection and compliance programs and business planning and management. In certain circumstances, we may disclose a “limited data set” of health information to third parties for health care operations, research, or public health purposes. Such a “limited data set” will not include any information that could be used to identify you.

We may use and disclose your SUD Records without your consent/authorization for performing audits and evaluations of our operations, including audits and evaluations performed by independent third-party auditors and government agencies to assess our compliance with applicable laws, payer requirements, and for performing quality assurance activities. This helps us improve the quality of care we provide to you and other members of our community.

We may also share your health information with other health care providers, health care clearinghouses or health plans that have a relationship with you, when they request this information to help them with their quality assessment and improvement activities, their patient-safety activities, their population-based efforts to improve health or reduce health care costs, their protocol development, case management or care-coordination activities, their review of competence, qualifications and performance of health care professionals, their training programs, their accreditation, certification or licensing activities, or their health care fraud and abuse detection and compliance efforts.

**2. Uses and Disclosures Required by Law; to Report Abuse, Neglect or Domestic Violence; for Judicial and Administrative Proceedings; or for Law Enforcement Purposes:**

- a) **Required By Law.** As required by law, we will use and disclose your health information, without your consent/authorization, but we will limit our use or disclosure to the relevant requirements of the law.
- b) **Abuse, Neglect, or Domestic Violence.** We may disclose your health information without your consent/authorization to report abuse, neglect or domestic violence to appropriate governmental authority. We may also disclose your SUD Records without your consent/authorization to report incidents of suspected child abuse and neglect to appropriate authorities. For example, if we have a reason to believe that you are a victim of abuse or violence, then we may report that to the appropriate authorities. When we report suspected elder or dependent adult abuse or domestic violence, we may inform you or your personal representative promptly unless in our best professional judgment, we believe the notification would place you at risk of serious harm or would require informing a personal representative we believe is responsible for the abuse or harm.
- c) **Judicial or Administrative Proceeding.** We may disclose your health information without your consent/authorization if we are required to do so by an order of a court or administrative tribunal, subpoena, discovery request or other lawful process in connection with a judicial or administrative proceeding. For example, a court may order us to disclose health information of a child in connection with a custody proceeding.

We may also be required to use and disclose your SUD Records without your consent/authorization pursuant to a valid court order accompanied with a subpoena or similar legal mandate issued in accordance with Part 2 requirements. For the avoidance of doubt, a court order authorizing use or disclosure of SUD Records must be accompanied by a subpoena or other similar legal mandate compelling disclosure before SUD Records are used or disclosed. A court order may authorize disclosure of confidential communications between you and us if such disclosure is (i) necessary to protect against existing threat to life or serious bodily injury including child abuse/neglect and verbal threats, or to investigate or prosecute an extremely serious crime, or (ii) is in connection with civil, criminal, administrative or legislative proceeding in which you offer the confidential communications as testimony or evidence; or (iii) is necessary to investigate or prosecute NARA NW or its employees or agents in connection with a criminal or administrative matter.

SUD Records, or testimony relaying the content of such records, shall **not** be used or disclosed in any civil, administrative, criminal, or legislative proceedings **against you** unless based on specific written consent or a court order. SUD Records shall only be used or disclosed in such proceedings based on a court order after notice and an opportunity to be heard is provided to you or the holder of the record, where required by Part 2. If you provide consent/authorization to release SUD Records in connection with a criminal proceeding against you, then the consent may not be revocable until the final disposition of the criminal proceeding.

- d) **Law Enforcement.** We may disclose your health information without your consent/authorization to a law enforcement official for law enforcement purposes. For example, we may report suspected crimes

against NARA NW staff to a police officer, or provide limited information to a police officer to help locate a suspect, fugitive, material witness or missing person. For the avoidance of doubt, we are restricted by Part 2 from sharing your SUD Records with law enforcement for use in a criminal proceeding against you unless you provide consent, or we receive a valid court order accompanied with a subpoena or similar legal mandate.

### **3. Use and Disclosure of Psychotherapy Notes (as defined in 45 CFR 164.501) and Substance Use Disorder (SUD) Counseling Notes (as defined in 42 CFR 2.11):**

These are treatment related notes maintained by a NARA NW mental health or SUD provider that are stored separate and apart from the rest of your health record.

We will not use or disclose your psychotherapy or SUD counseling notes without your prior written consent/authorization except for the following: 1) use by the originator of the notes for your treatment, 2) for training our staff, students and other trainees, 3) to defend ourselves if you sue us or bring some other legal proceeding, 4) if the law requires us to disclose the information to you or the Secretary of the U.S. Department of Health and Human Services or for some other reason, 5) in response to health oversight activities concerning your psychotherapist/provider, 6) to avert a serious and imminent threat to health or safety (subject to receiving a court order and subpoena compelling disclosure of SUD counseling notes), 7) to the coroner or health examiner after you die, or to fulfill a reporting obligation related to your death, or 8) pursuant to a valid court order, subpoena or other legal mandate or process compelling disclosure as permissible by HIPAA, Part 2 and applicable state law.

### **4. Use and Disclosure for Research Purposes:**

Under certain limited circumstances, we may use or disclose your protected health information for research purposes, but only after the research project has been through a special approval process.

### **5. Use and Disclosure for Public Health Purposes:**

We may, and are sometimes required by law, to disclose your health information to public health authorities without your consent/authorization for purposes related to: preventing or controlling disease, injury or disability; reporting child, elder or dependent adult abuse or neglect; reporting domestic violence; reporting to the U.S. Food and Drug Administration (“FDA”) problems with products and reactions to medications; and reporting disease or infection exposure.

We may only disclose your SUD Records without your consent/authorization to a public health authority if the SUD Records have been de-identified such that there is no reasonable basis to believe that the information can be used to identify you. We may disclose your SUD Records without your consent/authorization to the FDA if they have a reason to believe that the health of any individual may be threatened by an error in the manufacturing, labeling, or sale of a product under FDA jurisdiction, and that the information will be used for the exclusive purpose of notifying patients or their physicians of potential dangers.

### **6. Uses by and Disclosures to Vendors and Service Providers:**

We partner with vendors and service providers that help us operate and provide services to you. Such vendors and service providers may qualify as a “business associate” (as defined in 45 CFR 160.103) and/or “qualified service organization” (as defined in 42 CFR 2.11) of NARA NW. As permitted by Part 2 and HIPAA, in certain circumstances we may need to share your health information, including SUD Records, with such vendors and service providers without your consent/authorization as may be necessary for such vendors and service providers to provide services to us. For example, we may share your health information with a billing services vendor that helps us process bills or with an electronic health records vendor that helps us store your health record. We require each

business associate, qualified service organization and their subcontractors to protect the confidentiality and security of your health information.

#### **7. Uses and Disclosures to Report or Investigate Death:**

We may, and are often required by law, to disclose health information (including SUD Records) without consent/authorization to coroner or medical examiner in connection with their investigations of deaths.

#### **8. Uses and Disclosures for Medical Emergencies:**

We may disclose your SUD Records without consent/authorization to medical personnel as necessary to address a medical emergency during which your consent/authorization cannot be obtained or during which we are closed and unable to provide services or obtain your written consent/authorization, or during a state of emergency because of a natural or major disaster.

#### **9. Other Uses and Disclosures:**

- a) Appointment Reminders. We may use and disclose health information to contact and remind you about appointments. If you are not home, we may leave this information on your answering machine or in a message left with the person answering the phone.
- b) Sign In Sheet. We may use and disclose health information about you by having you sign in when you arrive at our office. We may also call out your name when we are ready to see you.
- c) Notification and Communication with Family. We may disclose your health information to notify or assist in notifying a family member, a close personal friend, your personal representative or another person responsible for your care about your location, your general condition or, unless you had instructed us otherwise, in the event of your death. In the event of a disaster, we may disclose information to a relief organization so that they may coordinate these notification efforts. We may also disclose information to someone who is involved with your care or helps pay for your care. If you are able and available to agree or object, we will give you the opportunity to object prior to making these disclosures, although we may disclose this information in a disaster or emergency even over your objection if we believe it is necessary to respond to the emergency circumstances. If you are unable or unavailable to agree or object, our health professionals will use their best judgment in communication with your family and others. However, if you receive SUD services from us, we will **not** notify your family member, close friend or personal representative or share your SUD Records with them without your consent/authorization.
- d) Marketing. Provided we do not receive any payment for making these communications, we may contact you to give you information about products or services related to your treatment, case management or care coordination, or to direct or recommend other treatments, therapies, health care providers or settings of care that may be of interest to you. We may similarly describe products or services provided by NARA NW and tell you which health plans we participate in. We may also encourage you to maintain a healthy lifestyle and get recommended tests, participate in a disease management program, or tell you about government sponsored health programs. Finally, we may receive compensation which covers our cost of reminding you to take and refill your medication, or otherwise communicate about a drug or biologic that is currently prescribed for you. We will not otherwise use or disclose your health information for marketing purposes or accept any payment for other marketing communications without your prior written authorization/consent. The authorization/consent will disclose whether we receive any compensation for any marketing activity you authorize, and we will stop any future marketing activity to the extent you revoke that authorization.

- e) Sale of Health Information. We will not sell your health information without your prior written consent/authorization.
- f) Health Oversight Activities. We may, and are sometimes required by law, to disclose your health information without your consent/authorization to health oversight agencies during the course of audits, investigations, inspections, licensure and other proceedings, subject to the limitations imposed by law.
- g) Organ or Tissue Donation. We may disclose your health information (except SUD Records) without your consent/authorization to organizations involved in procuring, banking or transplanting organs and tissues.
- h) Public Safety. We may, and are sometimes required by law, to disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.
- i) Specialized Government Functions. We may disclose your health information (except SUD Records) without your consent/authorization for military or national security purposes or to correctional institutions or law enforcement officers that have you in their lawful custody.
- j) Workers' Compensation. We may disclose your health information as necessary to comply with workers' compensation laws. For example, to the extent your care is covered by workers' compensation, we will make periodic reports to your employer about your condition. We are also required by law to report cases of occupational injury or occupational illness to the employer or workers' compensation insurer.
- k) Fundraising. We may use or disclose your health information for our fundraising activities. For example, we may contact you regarding our fundraising activities, but you are not required to make a donation and have a right to opt out of receiving such fundraising communications. We may also share your name and contact information with a vendor who may contact you about donations, or products or services related to fundraising for us. We may use the dates that you received treatment, the department of service, your treating provider, outcome information and health insurance status to identify individuals that may be interested in participating in fundraising activities. We can only use your SUD Records for our fundraising activities if you consent/authorize and we first give you a clear and conspicuous opportunity to elect not to receive fundraising communications from us. If you do not want to receive these materials, please notify the Privacy Officer (see beginning of this notice for contact information) and we will stop any further fundraising communications. Similarly, you should notify the Privacy Officer if you decide you want to start receiving these solicitations again.
- e) Multiple Enrollments. If you provide a consent/authorization, we may disclose limited health information related to SUD treatment to a registry, or a withdrawal management or SUD treatment program, for the purpose of preventing multiple enrollments. For example, if you receive care from another SUD treatment program, they can check to see if you have received care from NARA NW or other SUD providers through the registry.
- f) Prescription Drug Monitoring Program ("PDMP"). We may disclose medication prescribed or dispensed (including SUD medication if you consent/authorize) to the state prescription drug monitoring program as required by law. For example, state law may require us to report prescription of control substances to the PDMP.

## **II. When NARA NW May Not Use or Disclose Your Health Information**

Except as described in this notice, NARA NW will, consistent with its legal obligations, not use or disclose health information which identifies you without your written consent/authorization. If you do authorize NARA NW to use

or disclose your health information for another purpose, you may revoke your consent/authorization at any time by sending a written request to NARA NW's Privacy Officer (see above for contact information), except with respect to uses and disclosure made in reliance of your consent/authorization prior to the revocation.

### III. Your Health Information Rights

You may exercise the following rights by contacting NARA NW's Privacy Officer (please see above for contact information).

1. Right to Request Special Privacy Protections. You have the right to request restrictions on certain uses and disclosures of your health information by a written request specifying what information you want to limit, and what limitations on our use or disclosure of that information you wish to have imposed. For example, you can request a restriction with respect to our use of your health information for treatment, payment or health care operations purposes. If you tell us not to disclose information to your commercial health plan concerning health care items or services for which you paid for in full out-of-pocket or for which NARA NW has agreed to provide without charge, we will abide by your request, unless we must disclose the information for treatment or legal reasons. We reserve the right to accept or reject any other request and will notify you of our decision.
2. Right to Request Confidential Communications. You have the right to request that you receive your health information in a specific way or at a specific location. For example, you may ask that we send information to a particular e-mail account or to your work address. We will comply with reasonable requests submitted in writing which specify how or where you wish to receive these communications.
3. Right to Inspect and Copy. Subject to certain limitations, you have a right to inspect and copy your health information.

To access your health information, you must submit a written request detailing what information you want access to, whether you want to inspect it or get a copy of it, and if you want a copy, your preferred form and format. We will provide copies in your requested form and format if it is readily producible, or we will provide you with an alternative format you find acceptable, or if we can't agree and we maintain the record in an electronic format, your choice of a readable electronic or hardcopy format. We will also send a copy to any other person you designate in writing. We may charge a reasonable fee which covers our costs for labor, supplies, postage, and if requested and agreed to in advance the cost of preparing an explanation or summary.

We may deny your request under limited circumstances. If we deny you access, we will explain why and what your rights are, including how to seek review. If we deny your request to access your child's records or the records of an incapacitated adult you are representing because we believe allowing access would be reasonably likely to cause substantial harm to the patient, you will have a right to appeal our decision. Under applicable Oregon law (e.g., ORS 179.505(9)), we have a right to deny access to certain psychiatric or psychological information contained in a written account if such disclosure would constitute an immediate and grave detriment to your treatment.

4. Right to Amend or Supplement. You have a right to request that we amend your health information that you believe is incorrect or incomplete. You must make a request to amend in writing to the Privacy Officer and include the reasons you believe the information is inaccurate or incomplete. We are not required to change your health information and will provide you with information about our denial and how you can disagree with the denial. We may deny your request if we do not have the information, if we did not create the information (unless the person or entity that created the information is no longer available to make the amendment), if you would not be permitted to inspect or copy the information at issue, or if the information is accurate and complete as is. If we deny your request, you may submit a written statement of your disagreement with that decision, and we may, in turn, prepare a written rebuttal. All information related to

any request to amend will be maintained and disclosed in conjunction with any subsequent disclosure of the disputed information.

5. Right to an Accounting of Disclosures. Subject to certain limitations, you have a right to receive an accounting of disclosures of your health information made by NARA NW and disclosures of SUD Records made by an “intermediary” which is a person or entity, other than a Part 2 program, covered entity or business associate, who has received your SUD Records under a general designation in a written consent provided by you. The “intermediary” then relies on your consent to disclose your SUD Records to one or more of its member participants who has a treating provider relationship with you.

Not all health information disclosed by us is required to be included in an accounting of disclosures. For example, among other information, we are not required to provide an accounting of disclosures made for treatment, payment and health care operations purposes, except for disclosures of SUD Records made pursuant to your consent through an electronic health record.

We also do not have to account for the disclosures provided to you or pursuant to your written authorization, or as described in Section (10)(c) (Notification and Communication with Family) and Section (10)(i) (Specialized Government Functions) of Section I above or disclosures for purposes of research or public health which exclude direct patient identifiers, or which are incident to a use or disclosure otherwise permitted or authorized by law, or the disclosures to a health oversight agency or law enforcement official to the extent we have received notice from that agency or official that providing this accounting would be reasonably likely to impede their activities.

The accounting may cover disclosures made up to 6 years prior to the request (or a shorter time-period if requested by you), except for an accounting of SUD Records disclosed through an electronic health record pursuant to your consent which will cover disclosures made within the past 3 years only. We must provide the accounting within 60 days but may exercise its right to a 30-day extension if needed to fulfill your request.

The accounting typically includes a date of each disclosure; name and address of the organization or person who received the protected health information; brief description of the information disclosed; and a brief statement of the purpose of the disclosure that reasonably informs you of the basis for the disclosure or, in lieu of such statement, a copy of the written request for disclosure.

The first accounting in any 12-month period is free. Thereafter, NARA NW may charge a reasonable, cost-based fee as permitted by HIPAA, Part 2 and applicable state law.

6. Right to a Paper or Electronic Copy of this Notice. You have a right to notice of our legal duties and privacy practices with respect to your health information, including a right to a paper copy of this Notice of Privacy Practices, even if you have previously requested its receipt by e-mail.
7. Right to Revoke. You have a right to revoke your consent/authorization to use or disclose health information except to the extent that we have already taken action in reliance on the consent/authorization.
8. Right to Breach Notification. In the case of a breach of unsecured protected health information, we will notify you as required by law. If you have provided us with a current e-mail address, we may use e-mail to communicate information related to the breach. In some circumstances our vendors (e.g., our business associates or qualified service organizations) may provide the notification. We may also provide notification by other methods as appropriate.
9. Right to Not Receive Fundraising Communications. You have a right to not receive fundraising communications by NARA NW.

10. Right to Discuss this Notice with NARA NW's Privacy Officer. If you would like to have a more detailed explanation of these rights or if you would like to exercise one or more of these rights, contact our Privacy Officer (please see above for contact information).

#### **10. Changes to this Notice of Privacy Practices**

We reserve the right to amend this notice at any time in the future. Until such amendment is made, we are required by law to comply with the terms of this notice currently in effect. After an amendment is made, the revised notice of privacy practices will apply to all protected health information (including Part 2 Records) that we maintain, regardless of when it was created or received. We will keep a copy of the revised notice posted in our reception area, and a copy will be available upon request. We will also post the revised notice on our website.

#### **11. Complaints**

Complaints about this notice or how NARA NW handles your health information should be directed to our Privacy Officer via email ([compliance@naranorthwest.org](mailto:compliance@naranorthwest.org)) or phone ((971) 469 - 6574) or mail (211 Caruthers St., Portland OR 97214, ATTN: Compliance Department).

If you are not satisfied with the manner in which we handle a complaint, you may submit a formal complaint to Secretary of the U.S. Department of Health and Human Services (“**HHS**”) by sending a letter to HHS - Region X at Columbia Tower, 701 Fifth Avenue, Suite 1600 Seattle, WA 98104, or calling 206-615-2268 or visiting <https://www.hhs.gov/hipaa/filing-a-complaint/index.html>.

**You will not be penalized in any way for filing a complaint.**