# Privacy Notice and Consent for Treatment

Combined notice for protected health information and substance use disorder records under HIPAA and 42 CFR Part 2

**Effective date: October 17, 2026**. This notice explains how Heart 2 Heart Behavioral Health (Heart 2 Heart, H2H) protects and uses health information, including substance use disorder (SUD) patient records protected by 42 CFR Part 2. It also contains your consent for the program's future uses and disclosures for treatment, payment, and health care operations (TPO).

## Privacy contact

**Heart 2 Heart Behavioral Health / H2H UNLTD LLC**
Privacy Contact: Privacy Officer
24230 Barton Road, Suite A, Loma Linda, CA 92354
Phone: 909-478-0743 | Fax: 747-786-4209
You may contact us with questions, to request a paper copy, or to exercise your privacy rights.

## Your privacy rights

You may ask us to provide a copy of this notice; inspect or obtain a copy of records as permitted by law; request an amendment; request limits on certain uses or disclosures; ask us to contact you in a confidential way; and receive an accounting of certain disclosures where the law provides that right. You may file a complaint with H2H or the U.S. Department of Health and Human Services (HHS). We will not retaliate against you for making a complaint.

You may ask us to restrict information shared for treatment, payment, or health care operations. We are not always required to agree. If you pay for a service or item in full out of pocket, you may ask us not to disclose that information to your health plan for payment or health care operations; we will honor the request as required by law.

## How your information may be used with your consent

With the consent you sign below, H2H may use and disclose your records for all future **treatment**, **payment**, and **health care operations** purposes. Examples include coordinating your care; sharing relevant information with health professionals involved in treating you; determining coverage and benefits; submitting claims and receiving payment; quality review; care management; program administration; audits; and activities needed to operate and improve the program.

The consent covers records held by H2H that are relevant to these purposes, including SUD diagnoses, assessments, treatment plans, services, medications, test results, progress notes, and billing information. It does not include separately maintained SUD counseling notes for which a separate consent is required by law.

Recipients may include H2H workforce members who need the information for their duties; your treating health care providers; health plans and third-party payers; and contractors or service providers that help H2H deliver care, bill, or operate the program and are subject to required confidentiality safeguards. The consent does not authorize unrelated disclosures that require a separate consent.

# Uses, Disclosures, and Safeguards

What can happen to your information, and how we protect it

## Uses and disclosures allowed or required without your consent

Part 2 and HIPAA allow or require limited uses or disclosures without consent in specified circumstances. Depending on the circumstances, these may include communications within the program and with contractors who support it; a bona fide medical emergency; reporting suspected child abuse or neglect; reporting crimes or threats on program premises; certain public health activities using information that does not identify you; qualifying scientific research; audits or evaluations; cause-of-death inquiries; and responding to a court order that meets applicable legal requirements. H2H will apply required safeguards and limit information to what the law permits or requires.

## Special protections for Part 2 records

Part 2 records generally may not be used or disclosed in a civil, criminal, administrative, or legislative proceeding against you without your specific written consent or a court order that satisfies Part 2. A subpoena alone does not remove these protections. This notice and the consent below do not authorize use of your records against you in such a proceeding.

## Redisclosure

A recipient that is a HIPAA-covered entity or business associate may redisclose information received under this consent as HIPAA permits. After a permitted redisclosure, the record may no longer be protected by Part 2 in the same way. The restriction on use or disclosure of Part 2 records in proceedings against you still applies unless you give a separate specific consent or a qualifying court order permits it. Other federal or California laws may continue to protect the information.

## Our responsibilities

H2H is required to protect the privacy and security of your information, follow the privacy practices described in this notice, and notify you if a breach may have compromised your information as required by law. We will obtain consent or authorization when required and will not use or disclose information beyond what law allows. If a more protective applicable state or federal law applies, we will follow that law.

## Complaints and questions

To ask a question or make a complaint to H2H, contact the Privacy Contact listed on page 1. You may also file a complaint with HHS Office for Civil Rights: 200 Independence Avenue, S.W., Washington, D.C. 20201; 1-877-696-6775; or hhs.gov/hipaa/filing-a-complaint. H2H will not retaliate against you for filing a complaint.

You may request this notice in paper or electronic form and may discuss it with our Privacy Contact. California law may provide additional protections for certain health and SUD records.

# Consent for Treatment, Payment, and Health Care Operations

Please read this section before signing. This consent applies to the H2H program and to the records described below.

## What you are authorizing

I authorize Heart 2 Heart Behavioral Health (H2H UNLTD LLC), including its workforce and contractors acting on its behalf, to use and disclose my Part 2 patient records and other protected health information held by H2H for all future treatment, payment, and health care operations purposes. This includes communication with my treating health care providers, health plans and third-party payers, and service providers that help H2H provide care, obtain payment, or operate the program. The authorization is for these purposes only and does not include separately maintained SUD counseling notes for which a separate consent is required.

This consent covers care coordination; claims, eligibility, and payment activities; and program operations such as quality review, care management, audits, and program administration. It does not authorize a use or disclosure for a purpose that requires a separate consent or authorization.

## Duration and revocation

This consent expires one year after my discharge from Heart 2 Heart, unless I revoke it earlier. I may revoke it at any time by sending a written request to the Privacy Contact at the address or fax number on page 1. Revocation is effective when H2H receives it and does not undo a use or disclosure already made in reliance on this consent. Revoking consent may affect H2H's ability to provide or continue services.

## Redisclosure and refusal

I understand that information disclosed under this consent may be redisclosed by a recipient as allowed by HIPAA and may no longer be protected by Part 2 in the same way. It may not be used or disclosed in a proceeding against me unless I give a separate specific consent or a qualifying Part 2 court order permits it. Heart 2 Heart requires this consent to provide treatment at its program. If I do not sign, H2H cannot begin or continue treatment at the program, except for care or disclosures that applicable law permits without this consent.

By signing, I confirm that I had the opportunity to read or have this notice explained, ask questions, and receive or request a copy. I understand that this consent is for all future TPO uses and disclosures described above and is not a waiver of my privacy rights.

If signing for a client, complete the representative fields and identify your legal authority or relationship. Leave those fields blank when the client signs for themself.

☐ I consent to all future uses and disclosures described above for treatment, payment, and health care operations.

**Client full legal name**

**Date of birth**

**Client signature (type or sign)**

**Date signed**

**Authorized representative name (if applicable)**

**Legal authority / relationship**

**Representative signature (if applicable)**

**Date signed (if applicable)**