

Attachment A

AUTHORIZATION FOR USE AND DISCLOSURE OF YOUR HEALTH INFORMATION AS REQUIRED BY THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

We, the _____ Health Center, are prohibited by Federal law from using or disclosing your personal health information (except for the uses and disclosures listed in a Notice you have received or will receive), unless you authorize us to share this information with others. This Authorization lists the uses and disclosures of your health information that may be required during your participation in the Job Corps program. Your signature on this document authorizes us to use and disclose your health information in the situations described in this document.

Job Corps requires applicants to sign this Authorization as a condition of enrollment in the Job Corps program. You have the right to revoke this Authorization by notifying us in writing, except if we have relied on the Authorization. You may submit a written revocation of this Authorization to _____. We will provide you with health services regardless of whether you revoke this Authorization or any part of it, as long as you are a Job Corps student. However, revoking this Authorization may result in dismissal from Job Corps. If you are dismissed from Job Corps, we will no longer provide you with Health Center services.

Please note that health information that we share with others under this Authorization may, in certain circumstances, be further disclosed and may no longer be protected by applicable health privacy standards. This Authorization will be effective from the date of your signature and will remain in effect, unless revoked, until three years after you have separated from Job Corps, in accordance with the Job Corps document retention policy.

By signing this document, you authorize us to share your personal health information with others in a number of circumstances. These circumstances are listed below. In each circumstance, we will share only the minimum amount of information needed to accomplish the purposes described. We will share information only with people who need to know this information. Nothing in this Authorization allows anyone to share your entire medical file with anyone else, unless that is the minimum amount of information necessary to accomplish the purposes described. Also, nothing in this Authorization allows anyone to share information about you if it is not lawful to share that information.

The law requires us to identify the person, or class of persons, who are authorized to use or disclose protected health information with someone else. In each circumstance in which we share information, a Health Center health care provider or Health Center staff member, including the head of the Health Center, will convey the information. These people may be doctors, nurses, dentists, mental health professionals or other health care providers; Health Center receptionists, record-keepers, or other administrative staff; or Health Center supervisors or managers.

The following is a list of ways information may be used or disclosed:

1. We may share with the Center Director information about your physical and mental health, including any diagnosis and any recommended accommodations or modifications.

This information may be shared only if it has an effect on the operation of the Center or any of its staff, or any other Job Corps student, and only if the Center Director would need to know the information for purposes of managing such an effect appropriately. The types of information may include information about the following conditions, among others: contagious diseases, including sexually transmitted diseases; positive illegal drug or alcohol screens; pregnancy; suicidal or homicidal thoughts or other life-threatening situations; and disability. The Center Director, as the supervisor of all other Center personnel, also may be informed of any information that we share with other Center staff persons, to ensure appropriate use of the information, as described in this Authorization.

2. We may share with Academic, Vocational, and Career Counseling staff information about certain health conditions.

We may share information about a present health condition that may be aggravated by the activities being supervised or conducted by Academic and Vocational staff persons or that could cause harm to yourself or another student, for the purpose of avoiding such health aggravation or harm. In addition, if you make a request for an accommodation or a modification in your academic or vocational training, we may share that request and the minimum health information necessary to support that request, with members of the Academic and Vocational staff, for the purpose of fulfilling your request. To the extent that present health restrictions in the academic or vocational programs, or your requests for accommodation or modification, could affect your overall vocational or academic plan or goals, or could discourage you from pursuing your existing plans or goals, we may share this limited health information with members of the Career Counseling staff, for the purpose of encouraging you to select, remain in, or return to programs you are able to complete. Career Counseling staff, however, will not use this limited health information to "steer" students into stereotypical programs based on their health conditions.

3. We may share with Career Transition staff information about certain health conditions, as described below.

This information may be shared when you are absent from or on leave from Job Corps, or have been separated from Job Corps, for purposes of assisting you in meeting your own health needs away from the Job Corps Center and ultimately assisting you in obtaining career opportunities outside of the Job Corps program. Information we may share includes the following: mental health information (excluding psychotherapy notes), including information about medications that may alter mental functioning; information about pregnancies, diseases (including HIV), medication management, and illegal drug use or alcohol abuse (including drug test results); information about accommodations or modifications you have requested, whether for a disability or for any other health condition; oral health information, including treatment plan and appointments; and any health information that may be responsible for a leave of absence from Job Corps or your separation from Job Corps. We may share this information for the purpose of helping you identify community health, housing, child care, support groups, affinity job clubs or social organizations, or other community resources that may assist you in staying healthy and obtaining and keeping employment. In addition, this information may be

shared for the purpose of following up with you regarding your independent living needs as well as to encourage you to return to Job Corps, if possible.

4. We may share with Residential Living staff (including counselors), Trainee Employee Assistance Program (TEAP) specialists, and Mental Health staff (including mental health consultants) information about certain health conditions, as described below. This information may be shared for purposes of assisting you in meeting your own health needs while on Center. Information we may share includes the following: mental health information (excluding psychotherapy notes), including information about medications that may alter mental functioning; information about pregnancies, diseases (including HIV), medication management, and illegal drug/alcohol use (including drug test results); information about accommodations or modifications you request, whether for a disability or for any other health condition; and oral health information, including treatment plan and appointments. We may share each piece of information only with particular staff members that need to know this information to assist you or to avoid an emergency.

5. We may share with Food Service staff information about your dietary needs, including information about allergies, weight management, diabetes management and other diet needs or recommendations. This information may be shared for purposes of avoiding medical emergencies and ensuring you are provided with appropriate food and nutrition. We will share this information only if you have a specific dietary need arising from or related to a health condition.

6. We may share with Residential Living staff information about medications, allergies, medical (including mental) conditions that may warrant emergency or other immediate care, accommodations or modifications requested, or infectious/contagious diseases. We may share this information for the following purposes: assisting you with your medication schedule or other health needs; protecting other students from infection or contagion; providing you with an appropriate environment for allergy control, including, if necessary, appropriate personal products; and ensuring that you receive requested accommodations or modifications in your living quarters for any disability. In addition, if you have a condition for which medication is prescribed for you, and you do not take that medication after you have been instructed to do so, and your uncontrolled condition may result in an unwarranted risk to yourself or others, we may share information about your condition and your failure to take your medication with disciplinary staff, including the Center Standards Officer.

7. We may share with Safety and Security staff, including federal safety officers, information about illegal drug use or alcohol abuse (underage alcohol use or disruptive or other inappropriate consumption by legal drinkers), including positive drug or alcohol test results, information about any injury or illness you incur in the performance of your duties at Job Corps, and information about medical or mental health conditions only if such conditions may assist in explaining harmful or unusual behavior you display. We may share this information for the purpose of preventing further access by you or other students to illegal drugs, correcting or preventing environmental or other hazardous conditions that may cause injury or illness to you or other students, and managing harmful or unusual behavior (that

may pose a threat to you or others) appropriately for your individual circumstance. In addition, we may share information about your allergies to foods, drugs, insect venom or other substances for the purpose of appropriately managing emergency situations that may arise due to an allergic reaction, as well as attempting to prevent such situations.

8. We may share with Recreational staff information about allergies, asthma, or other health conditions, to the extent that those conditions may contribute to a medical emergency while participating in certain recreational activities. In addition, we may share information about the results of any sports physical or other examination you may have been required to have in order to participate in certain recreational activities. We may share this information for purposes of helping to ensure your safety while participating in sports or other recreational activities, and to help ensure that activities you are asked or required to do are not dangerous for you.

9. We may share with a Trainee Employee Assistance Program (TEAP) specialist information about illegal drug use or alcohol abuse (underage alcohol use or disruptive or other inappropriate consumption by legal drinkers), including positive drug and alcohol test results, and information about medications you may be taking. We may share this information for purposes of assisting you in appropriate medication management and avoiding unhealthy drug dependencies.

10. We may share with Student Records and Data Management staff information about a health condition that causes you to be absent from or take leave from Job Corps, or that results in your medical separation from Job Corps. Medical information documenting the reasons for absences may be shared for purposes of accounting for your health-related absence from Job Corps, as well as to assist Center staff in evaluating your possible re-enrollment in Job Corps after a medical separation. Only the information necessary to accomplish these purposes may be shared.

11. We may share information about illegal use of drugs and alcohol abuse (underage alcohol use or disruptive or other inappropriate consumption by legal drinkers), including the results of any drug test. (Job Corps has a Zero Tolerance policy for illegal drug use and alcohol abuse. This means you may be expelled from Job Corps for illegal use of drugs, or for alcohol abuse.) This information may be shared with a wide variety of people, including other medical testing facilities, the Center Standards Officer and other disciplinary staff (including members of the Review Board who review proposed disciplinary action), law enforcement officers, probation officers, Center Safety and Security staff, the Center Group Life manager, members of the Academic and Vocational staffs, members of the Student Records and Data Management staff, Center and off-Center mental health, rehabilitation, or support group personnel, and employees of the U.S. Department of Labor and their contractors. We may share this information with any of the above individuals, for any of the following purposes: verifying that the results of a drug/alcohol test are accurate; enforcing the Zero Tolerance policy by determining whether you have used illegal drugs or abused alcohol and, if so, determining the appropriate consequence (including appeals of that consequence); referring you to Center or off-Center mental health professionals, counselors and/or addiction support groups; preventing

further access by you or other students to illegal drugs or alcohol; assisting in compliance with local, state or federal law; assisting you in managing your social life, education and career without using illegal drugs or abusing alcohol; identifying illegal drug use or alcohol abuse trends among Job Corps students; and documenting illegal drug use and alcohol abuse in your student records to account for resulting consequences, as well as for purposes of determining your eligibility for re-enrollment in Job Corps.

12. We may share information with others if you request us to do so. We will ask you for a separate Authorization in that case.

13. We may share limited amounts of health information about you with Job Corps Center or Department of Labor personnel, or their contractors, for the purposes of resolving internal grievances or disputes, to the extent that the health information is a subject of the dispute.

14. Nothing in this Authorization authorizes us to share psychotherapy notes about you, except as allowed by federal law. Psychotherapy notes are notes made by a health care professional about the contents of a private counseling session or a group, joint, or family counseling session that are kept separate from your medical record. These notes do NOT include information about your medications, counseling session start and stop times, type and frequency of any treatment, clinical test results, and any summary of the following: diagnosis, ability to function, treatment plan, symptoms, prognosis (outlook), and your progress. (This information may be shared as provided in the Notice and this Authorization.) If we believe that we should share psychotherapy notes for a purpose that requires your authorization, we will ask you to sign an authorization for that particular circumstance. Refusal to give us an authorization to share psychotherapy notes about you will not affect your eligibility to continue in Job Corps.

15. Nothing in this Authorization authorizes us to share your health information for other purposes. For instance, this Authorization does not permit us to share your health information for purposes of determining your selection for Job Corps, your enrollment at any particular Job Corps Center, your career choices (unless you require reasonable accommodations to perform the essential functions of a job), or any other purpose not set forth in this Authorization. However, other law or policies may govern these purposes. Again, we will share only the minimum amount of information necessary to accomplish the purposes described.

Other Routine Uses

In addition to the above uses and disclosures of your medical information (and the uses and disclosures listed in the Notice you have received or will receive), we may disclose any and all medical information about you under the following circumstances:

- we may share information with State and Federal law enforcement agencies or other government investigators to assist them in locating you or your family;

- if you are a minor, we may share information with your parent(s) or guardian(s), if not prohibited by law;
- we may share information with social service agencies in cases of a student's termination in order to provide services such as Medicaid.

AUTHORIZATION

I, _____, have received a copy of this Authorization. I have read this Authorization and I understand that it explains circumstances in which I permit my health information to be used and shared with others. I authorize the uses and disclosures described in this Authorization.

DATE

SIGNATURE

AUTHORIZATION BY PARENT OR GUARDIAN (IF A MINOR)

I, _____, am a parent or guardian of the individual named above. I have received a copy of this Authorization. I have read this Authorization and I understand that it explains circumstances in which I permit my child's (or charge's) health information to be used and shared with others. I authorize the uses and disclosures described in this Authorization.

DATE

SIGNATURE