

### Consent to Access Information

Student Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

School District: \_\_\_\_\_

By signing this Release form, you allow your child's school, along with the Division of TennCare, your child's health care providers, and your child's TennCare managed care organization to release documents to each other containing educational records about your child. The following records may be disclosed:

1. Your child's Individualized Education Program (IEP), Individual Health Plan (IHP), and/or Individualized Family Service Plan (IFSP);
2. Medical and behavioral health records, including this type of information that is contained in your child's educational records; and
3. Education reports, records, or relevant special education evaluation results contained in your child's educational records

The purpose for allowing these records to be shared is so that the people providing health care related services can talk with your child's school about your child and those services. In addition, allowing these records to be shared also allows your child's school to verify whether your child is on TennCare so that the school can receive reimbursement for eligible school-based health services under the Individuals with Disabilities Education Act.

If you sign this release form, you will be giving consent for the records listed above to be released to the local education agency (school district), their billing agent(s), the insured's physician(s), and TennCare representatives as needed.

**Note:** You are not required to sign this Release form in order for your child to receive services in their IEP, IHP, or IFSP. Those services will still be provided to your child at no cost to you. If you do sign the Release form, you have the right to later withdraw or revoke your consent at any time by sending a letter to the Director of Special Education in your child's school system. Revoking your consent does not change the school district's responsibility to provide required services to your child at no cost to you.

By signing this form, you are indicating the following:

- ✓ I have received a copy of the Notice of Access to Information.
- ✓ I understand and agree that \_\_\_\_\_ (name of school district) may access my child's public benefits or insurance information in order to seek reimbursement for services rendered as listed in the IEP, IHP, or IFSP.
- ✓ I understand and agree that the records and information listed above may be released for the purposes described in this release to the people or organizations identified above.
- ✓ I understand that this release will be valid for as long as my child receives qualifying services or until I revoke my consent.

DATE: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

STUDENT: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

DISTRICT: \_\_\_\_\_

**INSURANCE INFORMATION**

Does your child have TENNCARE? (circle one):			
YES	NO		
If <b>NO</b> , you do not need to complete this form.			
If YES, what is their SOCIAL SECURITY#:	or their TENNCARE ID#:		
What type of TennCare? (circle one):			
BLUECARE	TENNCARE SELECT	UNITED HEALTHCARE COMMUNITY PLAN	AMERIGROUP

**PHYSICIAN INFORMATION**

Your Child's Doctor:	Phone Number:
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**HEALTH INFORMATION**

Please list any medical problems/conditions with which your child has been diagnosed:
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## Notice of Access to Information

This Notice is to inform parents that the following information may be accessed in order for their child's school to provide special education or related services:

- Insurance or public benefits information of the parents, legal guardians and children, and
- The child's educational records, including their Individualized Education Program (IEP), Individual Health Plan (IHP), Individualized Family Support Plan (IFSP), and any personally identifiable or medical information contained in the child's educational records

Along with this Notice, you will receive a Release form. The Release form allows your child's school, TennCare, your child's health care providers and your child's TennCare managed care organization to release documents to each other containing educational records about your child. The following records may be disclosed:

1. Your child's IEP, IHP or IFSP;
2. Medical and psychology records, including this type of information that is contained in your child's educational records; and
3. Educations reports, records or relevant test results contained in your child's educational records

Allowing these records to be shared like this will make it so that the people providing health care related services can talk with your child's school about your child and those services. In addition, allowing these records to be shared also makes it so that your child's school can verify whether your child is on TennCare so that the school can ask TennCare to pay for eligible school-based health services under the Individuals with Disabilities Education Act. If you sign the release form, you will be giving consent for the records listed above to be released to the Department of Education, school districts and/or their billing agent(s), the insured's physician(s), and TennCare representatives as needed. This release will be valid for as long as your child receives qualifying services or until you withdraw or revoke consent.

**Note:** You are not required to sign the Release form in order for your child to receive services in their IEP, IHP or IFSP. Those services will still be provided to your child at no cost to you. If you do sign the Release form, you have the right to later withdraw or revoke your consent at any time by sending a letter to the Director of Special Education.

TennCare nor the school may not:

- Require you to sign up or enroll your child in TennCare or any public benefits or insurance program so that your child can get a free appropriate public education;
- Require you to make an out-of-pocket payment of a deductible or a co-pay amount to file a claim for services
- Use your child's TennCare benefits to:
  - decrease your child's available lifetime coverage or other insured benefit, OR
  - make You pay for services that would otherwise be covered by TennCare or another program while your child is in school, OR
  - cost more or discontinue coverage for the program, OR
  - make your child miss out on home and community-based services because of the State's overall costs.

## **\*\*\* Important Privacy and HIPAA Information \*\*\***

**ORGANIZATIONS COVERED BY THIS NOTICE** This notice applies to the privacy practices of Department of Education and may apply to some subsidiaries and affiliate such as Department of Education. Medical information about patients may be shared among these organizations as needed for treatment, payment or healthcare operations. As the company procures or creates new business lines, they may be required to follow the terms defined in this notice of privacy practices. **HIPAA PRIVACY AGREEMENT** Covered Entity acknowledges that it is subject to the Privacy Rule (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191. Department of Education provides services or goods to Covered Entity pursuant to the one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts".

**HIPAA OBLIGATIONS/ACTIVITIES** Department of Education agrees to fully comply with the requirements under the Privacy Rule as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this Agreement, Service Contracts, Page 2 of 6 or as Required by Law. In case of any conflict between this Agreement and Service Contracts, this Agreement shall govern. Department of Education agrees to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose Protected Health Information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary. Department of Education shall require any agent, including a subcontractor, to whom it provides Protected Health information received from, created or received by, Department of Education on behalf of Covered Entity or that carries out any duties for the Department of Education involving the use, custody, disclosure, creation of, or access to Protected Health Information, to agree, by written contract with Department of Education, to the same restrictions and conditions that apply through this Agreement to Department of Education with respect to such information. Department of Education agrees to mitigate, to the extent practicable, any harmful effect that is known to Department of Education of a use or disclosure of Protected Health Information by Department of Education in violation of the requirements of this Agreement. Department of Education agrees to require its employees, agents, and subcontractors to immediately report, to Department of Education, any use or disclosure of Protected Health Information in violation of this Agreement and to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement. If Department of Education receives Protected Health Information from Covered Entity in a Designated Record Set, then Department of Education agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, provided that Department of Education shall have at least seven business (7) days from Covered Entity notice to provide access to, or deliver such information. If Department of Education receives Protected Health Information from Covered Entity in a Designated Record Set, then Department of Education agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Department of Education shall have at least seven business (7) days from Covered Entity notice to make an amendment. Department of Education agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by or received by Department of Education on behalf of, Covered Entity available to the Covered Entity or to the Secretary of the United States Department of Health and Human Services or the Secretary's designee, in a time and manner designated by the Covered Entity or the Secretary, for purposes of determining Covered Entity's or Department of Education's compliance with the Privacy Rule. Department of Education agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for covered Entity to respond to a request by an Individual for an accounting of disclosure of Protected Health Information in accordance with 45 CFR § 164.528. Department of Education agrees to provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, provided that Department of Education shall have at least seven business (7) days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure. Department of Education agrees it must limit any use, disclosure, or request for use or disclosure of Protected Health Information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule. Department of Education represents to Covered Entity that all its uses and disclosures of, or requests for, Protected Health information shall be the minimum necessary in accordance with the Privacy Rule requirements. Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Department of Education. Department of Education acknowledges that if Department of Education is also a covered entity, as defined by the Privacy Rule, Department of Education is required, independent of Department of Education's obligations under this Agreement, to comply with the Privacy Rule's minimum necessary requirements when making any request for Protected Health Information from Covered Entity. Department of Education agrees to adequately and properly maintain all Protected Health Information received from, or created or received on behalf of, Covered Entity, document subsequent uses and disclosures of such information by Department of Education as may be deemed necessary and appropriate by the Covered Entity, and provide Covered Entity with reasonable access to examine and copy such records and documents during normal business hours of Department of Education. Department of Education agrees that Covered Entity may at any time review Department of Education's privacy policies and procedures to determine whether they are consistent with Covered Entity's policies, procedures, and privacy practices, and shall promptly notify Department of Education in writing regarding any modifications Covered Entity may reasonably believe are needed in order to meet Covered Entity's requirements. If Department of Education receives a request from an individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Department of Education, Department of Education will provide the requested copies to the individual and notify the Covered Entity of such action. If Department of Education receives a request for Protected Health Information in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Department of Education shall notify Covered Entity of such request and forward the request to Covered Entity. Department of Education shall then assist Covered Entity in responding to the request. Department of Education agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule. **PERMITTED USES AND DISCLOSURES** Except as otherwise limited in this Agreement, Department of Education may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Except as otherwise limited in this Agreement, Department of Education may use Protected Health Information as required for Department of Education's proper management and administration or to carry out the legal responsibilities of the Department of Education. Except as otherwise limited in this Agreement, Department of Education may disclose Protected Health Information for the proper management and administration of the Department of Education, provided that disclosures are Required By Law, or provided that, if Department of Education discloses any Protected Health Information to a third party for such a purpose, Department of Education shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality of Protected Health Information and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Department of Education of any instances in which it becomes aware in which the confidentiality of the Protected Health Information is breached. Except as otherwise limited in this Agreement, Department of Education may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(1)(B). **INDIVIDUAL RIGHTS** You have the right to look at or get copies of your medical information, with limited exceptions. You have the right to receive an accounting of any disclosures of your medical information made by the company or a Department of Education for any reason, other than treatment, payment, or health care operations purposes after April 14, 2003. This accounting will include the date the disclosure was made, the name of the person or entity the disclosure was made to, a description of the medical information disclosed, the reason for the disclosure, and certain other information. If you request an accounting more than once in a 12-month period, there may be a reasonable cost-based charge for responding to those additional requests. Please contact the Privacy Office for a more detailed explanation of the fees charged for such accountings. You have the right to request restrictions on the company's use or disclosure of your medical information. The company is not required to agree to such requests. The company will only restrict the use or disclosure of your medical information as set forth in a written agreement that is signed by a representative of the Privacy Office on behalf of the company. If you reasonably believe that sending confidential medical information to you in the normal manner will endanger you, you have the right to make a written request that the company communicate that information to you by a different method or to a different address. The company must accommodate your request if it is reasonable, specifies how and where to communicate with you, and continues to permit collection of premium and payment of claims under your health plan. You have the right to make a written request that the company amend your medical information. Your request must explain why the information should be amended. The company may deny your request if the medical information you seek to amend was not created by the company or for other reasons permitted by its legal obligations. If your request is denied, the company will provide a written explanation of the denial. If you disagree, you may submit a written statement that will be included with your medical information. If the company accepts your request, reasonable efforts will be made to inform the people that you designate about that amendment. Any future disclosures of that information will be amended. If you receive this notice on the company's Web site or by electronic mail (e-mail), you may request a written copy of this notice by contacting the Privacy Office. **MILITARY AUTHORITIES:** Medical information of Armed Forces personnel may be disclosed to Military authorities under certain circumstances. Medical information may be disclosed to authorize federal officials as required for lawful intelligence, counterintelligence, and other national security activities. **LEGAL OBLIGATIONS** Department of Education is required to maintain the privacy of all medical information as required by applicable laws and regulations (hereafter referred to as "legal obligations"); provide this notice of privacy practices to all patients, inform patients of the company's legal obligations; and advise patients of additional rights concerning their medical information. They must follow the privacy practices contained in this notice from its effective date of April 14, 2003, until this notice is changed or replaced. Department of Education reserves the right to change its privacy practices and the terms of this notice at any time, as permitted by the legal obligations. Any changes made in these privacy practices will be effective for all medical information that is maintained, including medical information created or received before the changes are made. All patients will be notified of any changes by receiving a new notice of the company's privacy practices. You may request a copy of this notice of privacy practices at any time by contacting Department of Education at the address on the bottom of this notice. **QUESTIONS AND COMPLAINTS** If you want more information concerning the company's privacy practices or has questions or concerns, please contact the Privacy Office. If you are concerned that: (1) the company has violated your privacy rights; (2) you disagree with a decision made about access to your medical information or in response to a request you made to amend or restrict the use or disclosure of your medical information; (3) to request that the company communicate with you by alternative means or at alternative locations; please contact the Privacy Office. You may also submit a written complaint to the U.S. Department of Health and Human Services. The company will furnish the address where you can file a complaint with the U.S. Department of Health and Human Services upon request. The company supports your right to protect the privacy of your medical information. There will be no retaliation in any way if you choose to file a complaint with Department of Education or with the U.S. Department of Health and Human Services.