

Community Solutions, Inc.
12 W. Cass Street, Lower Level, Joliet, IL 60432
Phone: (815) 727-2830 Fax: (815) 727-4039

CLIENT ASSENT/CONSENT FOR SERVICES AGREEMENT

Assessment/evaluation/psychotherapy/counseling/treatment/intervention services can have benefits and risks. Since some services involve discussing unpleasant aspects of your life, you may experience uncomfortable feelings from time to time. On the other hand, psychotherapy/counseling/intervention services have been shown to have many benefits often leading to better relationships, solutions to specific problems, and significant reductions in feelings of distress. However, there are no guarantees.

This document contains important information about the professional services/business policies of Community Solutions GSJ, Inc. (CSI) and your rights as a client. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA). HIPAA is a federal law that provides new privacy protection and new client rights with regard to the use and disclosure of your Protected Healthcare Information (PHI). HIPAA requires that CSI provide you with this agency's Notice of Privacy Practices that explains HIPAA and its application to your PHI. CSI will obtain your signature(s) acknowledging that you received this agency's Notice of Privacy Practices.

Participation is completely voluntary. Refusal of services is a right even if services have been mandated by a court of law or some other governing agency. Additional services, assessments, evaluations, tests, and/or sessions may be recommended, which will result in additional costs. This agency can impose sanctions and/or terminate services without immediate client abandonment based on any refusals and/or non-compliance with any recommendations, agreements, or contracts. Participation includes completion of assignments and bringing the necessary material to each session.

In accordance with the Joint Committee on Administrative Rules Administrative Code Title 77: Public Health Chapter X: Department of Human Services Subchapter d: Licensure Part 2060 Alcoholism and Substance Abuse Treatment and Intervention Licenses Section 2060.323 Patients Rights-the following is a written statement describing your rights as specified in Article 30 of the Act.

- Access to services will not be denied on the basis of race, religion, ethnicity, disability, sexual orientation, HIV/AIDS status, gender, national origin, age, ancestry, or economic condition.
- Services will be provided in the least restrictive environment available.
- You have the right to confidentiality of HIV/AIDS status and testing/anonymous testing.
- You have the right to nondiscriminatory access to services as specified in the American's with Disabilities Act of 1990 (42 USC 121010).
- You have the right to give or withhold informed consent regarding treatment/intervention services and regarding your confidential information.
- You have the right to a description of the route of appeal available when you disagree with CSI's decisions or policies.
- You have the right to confidentiality of your records
- You have the right to refuse treatment/intervention services or any specific treatment/intervention services procedure and a right to be informed of the consequences resulting in such refusal.

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Confidentiality at CSI is maintained in a manner consistent with the Federal Confidentiality of Alcohol and Drug Abuse Client Records, the Federal Health Insurance Portability and Accountability Act (HIPAA), and (740 ILCS 110) the Illinois Mental Health and Developmental disability Confidentiality Act (740 ILCS 110). In most situations, CSI can only release information about the services you receive if you have signed a written authorization form that meets certain legal requirements imposed by HIPAA and Illinois law. However, there are some instances where we may be unable to protect your privacy. These situations include, but are not limited to, the following:

- CSI is required by law to report suspected cases of abuse and/or neglect of children under 18, elderly people over the age of 60, and disabled adults to the appropriate authorities.
- If CSI believes that you present a clear and present danger or imminent risk of serious physical harm to another, information will be disclosed in order to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking your hospitalization.
- If CSI believes that you present a clear and present danger or imminent risk of serious physical or mental injury or death to yourself, information will be disclosed in order to take protective actions including medical emergencies. These actions may include seeking your hospitalization and/or contacting family members or others who can assist in protecting you.
- CSI may occasionally find it helpful to consult other professionals about a case. During a consultation, CSI will make every effort to avoid revealing any identifying information. The other professionals are also legally bound to keep the information confidential. CSI will not tell you about these consultations unless we feel that it is important to our work together.
- CSI may need to share your PHI for both clinical and administrative purposes as required by the State and Federal Government for determining eligibility for public benefits and to coordinate delivery of those programs. PHI could be disclosed for scheduling, billing, and quality assurance reasons. All of the mental health professionals are bound by the same rules of confidentiality. All staff members at CSI have been given training about protecting your privacy.
- PHI may be disclosed in judicial (legal) and administrative proceedings. This includes legal proceedings in which your mental status could be an issue. PHI may also be disclosed to comply with a court order, warrant, subpoena, summons, or similar process. It may be used to locate a missing person, to identify a crime victim, to report threats of criminal activities, to report criminal activity, and/or to report an emergency which includes a medical emergency.
- Disclosure of PHI may be required by State and Federal authorities, to qualified researchers, and/or those responsible for auditing and/or program evaluation purposes. If a government agency is requesting the information for health oversight activities, CSI may be required to provide PHI to them.
- If a client or former client files a complaint or lawsuit against CSI, we may disclose relevant information regarding that client in order to defend ourselves. If you are involved in and/or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order us to disclose information.

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- CSI has the option of using legal means to secure overdue payment(s). For payments past due, CSI has the option of using legal means to secure payment(s) and it may involve hiring a collection agency and/or going through small claims court which may require us to disclose otherwise confidential information. In most collection situations, the information we release is the client's name, the nature of services provided, and the amount due. If legal action is necessary, its costs will be included in the claim and all past due accounts are subject to a finance charge at the maximum rate allowed by law.

If any of the above situations were to arise, CSI will attempt to discuss it with you. While this written summary of exceptions to confidentiality should prove helpful regarding any disclosures of your PHI, be sure to ask any questions that you may have.

Payment is expected at the time of service. CSI accepts cash, money order, and/or debit credit card. The client/guardian is responsible for the full fee contracted and that any payments made will not be refunded. Costs of services are subject to change. All credit card payments incur a processing fee. Account balances must be paid in full before any evaluations, status letters, progress reports, and/or completion letters are released. If you were to become involved in any legal proceedings that CSI is summonsed to appear before the court, then you will be responsible to pay for all of our professional time. Because of the complexity and difficulty of legal involvement CSI charges \$120 per hour, including the time spent traveling, preparing, testifying, and attending court.

To cancel an appointment or session CSI must be notified 24-hours in advance; if not, a \$50.00 or cost of service fee will be applied. This fee may be waived at the discretion of your service provider(s). Any payments for future and/or previous services rendered will not be refunded. Any sessions shortened will still result in full payment. Two unexcused missed sessions may result in signing an attendance contract. Three unexcused missed session may result in termination from services.

If deemed necessary by CSI, I will sign releases of information to obtain or disclose information about past or present behavior. I understand that each signed release of information will be valid throughout the duration of my services. If mandated to services, I authorize CSI to release any relevant information to all necessary parties, which includes, but is not limited to, my supervising agent(s), polygraph examiner(s), and victim(s) and/or victim's advocates and I understand that this waiver of confidentiality will also be valid throughout the duration of your services. I am aware I can rescind my authorization to release any information, which may result in termination from CSI.

Parent(s)/guardian(s) of children have the right to information about the diagnosis and services provided to their minor children. Parent(s)/guardian(s) of children between the ages of 12 and 18 cannot examine their child's records unless the child assents and the service provider(s) believe that there are no compelling reasons for denying the access. Parental/guardian involvement is often crucial to success; therefore, CSI requires that Court ordered and/or mandated clients younger than 18 years of age and their parent(s)/guardian(s) enter into an agreement that allows access to a child's PHI as determined necessary by the service provider(s).

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The Illinois FOID Mental Health Reporting System website provides immediate access to report an individual that is determined to be a clear and present danger. On 7/9/2013, Illinois passed HB 183 (Public Act 098-0063), also known as the Firearm Concealed Carry Act. The Firearm Concealed and Carry Act expands the reporting requirements for healthcare facilities and physicians, clinical psychologists and qualified examiners to include any person that is: adjudicated mentally disabled person; voluntarily admitted to a psychiatric unit; determined to be a "clear and present danger"; and/or determined to be "developmentally disabled/intellectually disabled". The FOID Mental Health Reporting System requires the reporting of any client whose mental condition is manifested by violent, suicidal, threatening, or assaultive behavior or reported behavior, where the clinician reasonable believes that the condition poses a clear and present or imminent danger to the client, any other person, or the community at large. The clinician must believe that the client's condition poses a clear and present danger in accordance with subsection (f) of Section 8 of the Firearm Owners Identification Act. Clients are not allowed to bring weapons on the premises.

You may examine your clinical record, if you request it in writing. Clinical records can be misinterpreted and/or upsetting to untrained readers, therefore, CSI recommends that you review PHI in our presence. If you feel that information contained in your records is incorrect or incomplete, you may, in writing, offer an explanation as to why the information should be amended. If we deny your request, you have a right to file a statement that you disagree. Your statement and our response will be added to your record. You may request an accounting of any disclosures we have made. All requests for copies of clinical records must be made in writing and there is a copying fee of \$1.00 per page. Please allow up to 15 business days for CSI to process the request.

CSI may have graduate students participating in your care. These graduate students are closely monitored and supervised by the professional staff. Supervising agent(s) may participate in certain services. If you disagree with this agency policies decisions and/or policies, you are encouraged to express your opinions either orally or in writing. You have the right to be assured that any concern will receive the prompt attention. If you believe your rights have been violated please discuss your concerns with a CSI staff member. If you are not satisfied with the outcome, you may file a written complaint with the U.S. Department of Human Services. The Department also has statutory authority to investigate providers who conduct alcohol and drug evaluations for DUI defendants.

It is our normal practice to communicate with you via the phone numbers you gave us. You can request that we communicate with you in a different way. CSI frequently monitors voice mails and will return your call as soon as possible. You can leave a message at 1-815-727-2830. In the event of an emergency call the hospital or 911.

Your signature(s) on the Assent/Consent for Services Agreement Signature Page represents you and, if necessary, your guardian(s), giving assent/consent for services with CSI. Your signature(s) also constitute that you and/or your guardian(s) agree to abide by the terms of this Agreement during our professional relationship. You and/or your guardian may revoke this Agreement in writing at any time. That revocation will be binding unless there are obligations imposed on us by your health insurer in order to process or substantiate claims made under your policy or if you have not satisfied your financial obligations with CSI.

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NOTICE OF PRIVACY PRACTICES
Effective Date: September 23, 2013

THIS NOTICE DESCRIBES HOW MENTAL HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

We understand the importance of privacy and are committed to maintaining the confidentiality of your mental health information. We make a record of the mental health care we provide and may receive such records from others. We use these records to provide or enable other health care providers to provide quality mental health care, to obtain payment for services provided to you as allowed by your health plan and to enable us to meet our professional and legal obligations to operate Community Solutions, Inc. (CSI) properly. We are required by law to maintain the privacy of protected health information (PHI), to provide individuals with notice of our legal duties and privacy practices with respect to PHI, and to notify affected individuals following a breach of unsecured PHI. This notice describes how we may use and disclose your mental health information. It also describes your rights and our legal obligations with respect to your mental health information. If you have any questions about this Notice, please contact our Privacy Officer listed at the end of this notice.

A. How CSI May Use or Disclose Your Health Information

Community Solutions, Inc. collects medical and mental health information about you and stores it in a chart and in an electronic health record. This is your mental health record. The mental health record is the property of CSI, but the information in the mental health record belongs to you. The law permits us to use or disclose your health information for the following purposes:

Services. We use mental health information about you to provide your mental health care. We disclose mental health information to our employees and others who are involved in providing the care you need. For example, we may share your mental health information with physicians or other health care providers who will provide services that we do not provide. Or we may share this information with a pharmacist who needs it to dispense a prescription to you or a laboratory that performs a test. We may also disclose mental health information to members of your family or others who can help you when you are sick or injured or after you die.

Payment. We use and disclose mental 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.

Health Care Operations. We may use and disclose mental health information about you to operate CSI. 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 mental health reviews, legal services and audits, including fraud and

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abuse detection and compliance programs and business planning and management. We may also share your mental health information with our "business associates," such as our billing service, that perform administrative services for us. We have a written contract with each of these business associates that contains terms requiring them and their subcontractors to protect the confidentiality and security of your PHI. We may also share your 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.

Psychotherapy Notes. We will not use or disclose your psychotherapy notes without your prior written authorization except for the following: 1) use by the originator of the notes for your services, 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 U.S. Department of Health and Human Services or for some other reason, 5) in response to health oversight activities concerning your psychotherapist, 6) to avert a serious and imminent threat to health or safety, or 7) to the coroner or mental health examiner after you die. To the extent you revoke an authorization to use or disclose your psychotherapy notes, we will stop using or disclosing these notes.

Appointment Reminders. We may use and disclose mental 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.

Sign In Sheet. We may use and disclose mental 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.

Notification and Communication with Family. We may disclose your health information to notify or assist in notifying a family member, 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 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.

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 services, case management, care coordination, or recommend other services, therapies,

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health care providers or settings of care that may be of interest to you. We may similarly describe products or services provided by this practice and tell you which health plans this practice participates in. We may also encourage you to maintain a healthy lifestyle and get recommended tests, participate in a disease management program, provide you with small gifts, tell you about government sponsored health programs or encourage you to purchase a product or service when we see you. We will not otherwise use or disclose your mental health information for marketing purposes or accept any payment for other marketing communications without your prior written authorization. The authorization 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.

Sale of Health Information. We will not sell your health information without your prior written authorization. The authorization will disclose that we will receive compensation for your health information if you authorize us to sell it, and we will stop any future sales of your information to the extent that you revoke that authorization.

Required by Law. As required by law, we will use and disclose your health information, but we will limit our use or disclosure to the relevant requirements of the law. When the law requires us to report abuse, neglect or domestic violence, or respond to judicial or administrative proceedings, or to law enforcement officials, we will further comply with the requirement set forth below concerning those activities.

Public Health. We may, and are sometimes required by law, to disclose your health information to public health authorities 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 Food and Drug Administration problems with products and reactions to medications; and reporting disease or infection exposure. When we report suspected abuse or domestic violence, we will 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.

Health Oversight Activities. We may, and are sometimes required by law, to disclose your health information to health oversight agencies during the course of audits, investigations, inspections, licensure and other proceedings, subject to the limitations imposed by law.

Judicial and Administrative Proceedings. We may, and are sometimes required by law, to disclose your health information in the course of any administrative or judicial proceeding to the extent expressly authorized by a court or administrative order. We may also disclose information about you in response to a subpoena, discovery request or other lawful process if reasonable efforts have been made to notify you of the request and you have not objected, or if your objections have been resolved by a court or administrative order.

Law Enforcement. We may, and are sometimes required by law, to disclose your health information to a law enforcement official for purposes such as identifying or locating a suspect, fugitive, material witness or missing person, complying with a court order, warrant, grand jury subpoena and other law enforcement purposes.

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Coroners. We may, and are often required by law, to disclose your health information to coroners in connection with their investigations of deaths.

Organ or Tissue Donation. We may disclose your health information to organizations involved in procuring, banking or transplanting organs and tissues.

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.

Proof of Immunization. We will disclose proof of immunization to a school that is required to have it before admitting a student where you have agreed to the disclosure on behalf of yourself or your dependent.

Specialized Government Functions. We may disclose your health information for military or national security purposes or to correctional institutions or law enforcement officers that have you in their lawful custody.

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.

Change of Ownership. In the event that CSI is sold or merged with another organization, your health information/record will become the property of the new owner, although you will maintain the right to request that copies of your health information be transferred to another physician or mental health group.

Breach Notification. In the case of a breach of unsecured PHI, 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 business associate may provide the notification. We may also provide notification by other methods as appropriate.

Research. We may disclose your health information to researchers conducting research with respect to which your written authorization is not required as approved by an Institutional Review Board or privacy board, in compliance with governing law.

B. When CSI May Not Use or Disclose Your Protected Health Information

Except as described in this Notice of Privacy Practices, CSI will remain consistent with its legal obligations to not use or disclose health information that identifies you without your written authorization. If you do authorize CSI to use or disclose your health information, you may revoke your authorization in writing at any time. We abide by the following rules for our use or disclosure of certain types of your PHI:

- **HIV Test Information.** We may not disclose the result of any HIV test or that you have been the subject of an HIV test unless required by law or the disclosure is to you or other persons under limited circumstances or you have given us written

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permission to disclose.

- Genetic/Developmental Disabilities Information. We may not disclose your genetic/developmental disabilities information unless the disclosure is made as required by law or you provide us with written permission to disclose such information.
- Mental Health Information. We may not disclose your mental health information records except to you and anyone else authorized by law to inspect and copy your mental health information records or you provide us with written permission to disclose.
- Alcoholism or Drug Abuse Information. We may not disclose any alcoholism or drug abuse information related to your services in an alcohol or drug abuse program unless the disclosure is allowed or required by law or you provide us with written permission to disclose.

C. Your Health Information Rights

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. 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, we will abide by your request, unless we must disclose the information for services or legal reasons. We reserve the right to accept or reject any other request, and will notify you of our decision.

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 all reasonable requests submitted in writing which specify how or where you wish to receive these communications.

Right to Inspect and Copy. You have the right to inspect and copy your health information, with limited exceptions. To access your mental 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 will 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 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. If we deny your request to access your psychotherapy notes, you will have the right to have them transferred to another mental health professional.

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

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amend in writing, 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 CSI's 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.

Right to an Accounting of Disclosures. You have a right to receive an accounting of disclosures of your health information made by CSI, except that CSI does not have to account for the disclosures provided to you or pursuant to your written authorization, or as described in section A of this notice, paragraphs beginning with Services, Payment, Health Care Operations, Notification and Communication with Family and Specialized Government Functions 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 CSI has received notice from that agency or official that providing this accounting would be reasonably likely to impede their activities.

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. You may request a copy of our notice at any time or by going to web site, www.communitysolutionsgsj.com. If you receive this notice on our web site or by electronic mail (e-mail), you are also entitled to request a paper copy of the notice. 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 at (815) 727-2830.

D. Changes to this Notice of Privacy Practices

We reserve the right to amend this Notice of Privacy Practices 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 will apply to all PHI that we maintain, regardless of when it was created or received. The revised notice will be posted in our reception area and at our website.

E. Questions and Complaints

If you want more information about our privacy practices and/or if you have questions or concerns, please contact the Privacy Officer listed at the end of this notice. Complaints about how CSI handles your PHI should be directed to our Privacy Officer. If you are not satisfied with the manner in which this office handles a complaint, you may submit a formal complaint to the U.S. Department of Health and Human Services; see information at its website: www.hhs.gov. If you request, we will provide you with the address to file your complaint with the U.S. Department of Health and Human Services. We support your right to the privacy of your PHI. We will not retaliate against you in any way and you will not be penalized in any way for filing a complaint with us or with the U.S. Department of Health and Human Services.