**Client Acknowledgement of Incidental Disclosure(s)**

**Substance Use Prevention and/or Treatment Services**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print name), understand and acknowledge that both 42 Code of Federal Regulations (CFR) Part 2 and HIPAA Privacy Rule require SUD treatment programs to take reasonable precautions and safeguards to protect my personal healthcare information (PHI).

General privacy principles founded in state and federal law are not intended to prohibit the treatment team from talking to each other and/or to their clients. While reasonable precautions should be used to avoid sharing client information with those not involved in the client case, it is possible that minor amounts of client information may be disclosed to people near where the client care is delivered or being coordinated. This is referred to as an ***incidental disclosure***.

Privacy principles do not prohibit an incidental disclosure of client information so long as reasonable safeguards are taken to minimize the disclosure. **The key is balancing the objectives or safeguarding confidentiality while engaging in communication for effective and high quality behavioral health care**.

Clients in substance use prevention and/or treatment programs usually see one another on the program premises and may even talk together. They are free to disclose their own client-identifying information to other clients- or anyone else, for that matter – without violating the law. Federal and state law restrict only the program’s disclosure and use of information. Clients’ free talk amongst themselves is nothing but a self-disclosure which 42 CFR Part 2 and HIPAA do not regulate.

Program services include individual and group sessions. Group sessions require clients to record their name on a group sign-in sheet for each scheduled group session. Because clients see one another’s’ names on the sheet, the sign-in sheet reveals the identities of other clients. This might seem like a self-disclosure by the client, but it is not. The program’s requirement that the client sign in converts the clients’ self-disclosure into a disclosure by the program.

The *required* disclosure is only permitted if authorized by one of the exceptions in 42 CFR Part 2 and HIPAA. HIPAA does have a relevant exception. It permits the use of sign-in sheets as an “incidental” disclosure, provided that the sign-in sheet be limited to see the minimum amount of information necessary for the purpose of signing in. 42 CFR Part 2 has no exception for incidental disclosures. 42 CFR Part 2 requires the client to provide written consent to disclose their names to other clients through a sign-in sheet.

I understand that I must take reasonable precautions to protect and respect the privacy of others in this service setting and that I will take reasonable precautions to not violate other client confidential information that I may hear while in a group setting conducted by program staff.

Name of SU Service Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Staff Signature/Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_