

NOTICE OF PRIVACY PRACTICE (HIPAA)

NOTICE OF PRIVACY PRACTICES – This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

We care about our patient's privacy and strive to protect the confidentiality of your medical information at this practice. US government requires that we issue this official notice of our privacy practices. You will also find updated copy at our website at www.prudentmd.com.

Definitions

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean "PrudentMD"
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean "patient".
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the "covered entity" or "individual or the individual's designee" as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the patient as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information

- **For purpose of treatment:** we may need to use or disclose information about you to doctors, nurses, technicians, or other healthcare personnel who are involved in your treatment. For example, a doctor may need to know what drugs you are allergic to before prescribing medications. We may also disclose medical information about you to people who may be involved in your medical care after you leave the office such as home health agencies, your family, Hospice employees, long term care facilities, and if you request, your clergy member.
- **For Payment:** We may use and disclose your medical information to bill and receive payment for the treatment that you receive here. We may also ask your insurance company for prior approval for a service to determine whether the insurance company will pay for the service.
- **For Healthcare Operations:** We may use and disclose medical information about you for healthcare operations within our office to provide you quality care.
- **For other uses or disclosures that can be made without consent or authorization:**
 - As required during an investigation by law enforcement agencies
 - To avert a serious threat to public health or safety
 - As required by military command authorities for their medical records
 - To worker's compensation or similar programs for processing of claims
 - In response to a legal proceeding
 - To a coroner or medical examiner for identification of a body
 - If an inmate, to the correctional institution or law enforcement official
 - As required by the US Food and Drug Administration (FDA)
 - Other healthcare providers' treatment activities
 - Other covered entities' and providers' payment activities
 - Other covered entities' healthcare operations activities (to the extent permitted under HIPPA)
 - Uses and disclosures required by law
 - Uses and disclosures in domestic violence or neglect situations
 - Health oversight activities
 - Other public health activities
 - We may contact you to provide appointment reminders or information about treatment alternatives or other health related benefits and services that may be of interest to you.
- **Disclosure to family, friends and persons involved in care:** We may use or disclose health information to notify, or assist in the notification of (including identifying or locating) a family member, our personal representative or another person responsible for your care, of your location, your general condition, or death. If patient is present then prior to use or disclosure of health information, patient has right to object such use or disclosure. He should do so in writing. In event of incapacity or emergency situations, we will disclose health information based on a determination using our professional judgment. We will also use our professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to pick up prescriptions, lab/x-ray results or other similar forms of health information.

(b) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity [if the Agreement permits the business associate to use or disclose protected health information for its own management and administration and legal responsibilities or for data aggregation services as set forth in optional provisions (e), (f), or (g) below, then add “, except for the specific uses and disclosures set forth below.”]

(c) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify business associate in writing of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate’s use or disclosure of protected health information.

(b) Covered entity shall notify business associate in writing of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate’s use or disclosure of protected health information.

(c) Covered entity shall notify business associate in writing of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate’s use or disclosure of protected health information.

Complains:

Upon breach of privacy rule, covered entity may file a complaint against business associate. Complaint form is available at our website www.prudentmd.com. Someone from our office will respond depending on the severity of the breach or problem, immediately to within 7 days. Or patient may file a complaint with Secretary of Department of health and human services. All complaints must be submitted in writing. You will not be penalized or discriminated against for filing a complaint.

Term and termination of agreement:

(a) The Term of this Agreement shall be effective from the first date of service to covered entity.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to covered entity [or, if agreed to by covered entity, destroy] the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at [Insert section number related to paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate"] which applied prior to termination; and
5. Return to covered entity [or, if agreed to by covered entity, destroy] the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

The business associate will transmit the protected health information to another business associate of the covered entity at termination, to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Changes to This Notice of Privacy Practices:

We reserve the right to change or modify the information contained in this Notice of Privacy Practices. Any changes that we make will be effective immediately. We will post the updated copy on our website at www.prudentmd.com. You may also obtain of most recent version from our office staff.

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