

Notice of Privacy Practices

As required by the Privacy Regulations Created as a Result of the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

**THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU
(AS A PATIENT OF THIS PRACTICE) MAY BE USED AND DISCLOSED,
AND HOW YOU CAN GET ACCESS TO YOUR INDIVIDUALLY
IDENTIFIABLE HEALTH INFORMATION.**

PLEASE REVIEW THIS CAREFULLY.

A. OUR COMMITMENT TO YOUR PRIVACY

Our practice is dedicated to maintaining the privacy of your individually identifiable health information (IIHI). In conducting our business, we will create records regarding you and the treatment and services we provide you. We are required by law to maintain confidentiality of health information that identifies you. We are also required by law to provide you with this notice of our legal duties and the privacy practices that we maintain in our practice concerning your IIHI. By federal and state law, we must follow the terms of the notice of privacy practices that we have in effect at the time.

We realize that these laws are complicated, but we must provide you with the following important information:

- How we may use and disclose your IIHI
- Your privacy rights in your IIHI
- Our obligations concerning the use and disclosure of your IIHI

The terms of this notice apply to all records containing your IIHI that are created or retained by our practice. We reserve the right to revise or amend this Notice of Privacy Practices. Any revision or amendment to this notice will be effective for all of your records that our practice has created or maintained in the past, and for any of your records that we may create or maintain in the future. Our practice will post a copy of our current Notice in our offices in a visible location at all times, and you may request a copy of our most current Notice at any time.

B. IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, PLEASE CONTACT: PREMIUM PEDIATRICS, INC.

C. WE MAY USE OR DISCLOSE YOUR INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION (IIHI) IN THE FOLLOWING WAYS

The following categories describe different ways in which we may use and disclose your IIHI.

1. **Treatment.** Our practice may use your IIHI to treat you. For example, we may ask you to have laboratory tests (such as blood or urine tests), and we may use the results to help us reach a diagnosis. We might use your IIHI in order to write a prescription for you, or we might disclose your IIHI to a pharmacy when we order a prescription for you. Many of the people who work for our practice – including, but not limited to, our doctors and medical assistants – may use or disclose your IIHI in order to treat you or to assist others in your treatment. Additionally, we may disclose your IIHI to others who may assist in your care, such as your spouse, children or parents. Finally, we may also disclose your IIHI to other health care providers for purposes related to your treatment.

Premium Pediatrics, Inc.

2. **Payment.** Our practice may use and disclose your IIHI in order to bill and collect payment for the services and items you may receive from us. For example, we may contact your health insurer to certify that you are eligible for benefits (and for what range of benefits), and we may provide your insurer with details regarding your treatment to determine if your insurer will cover, or pay for, your treatment. We also may use and disclose your IIHI to obtain payment from third parties that may be responsible for such costs, such as family members. Also, we may use your IIHI to bill you directly for services and items. We may disclose your IIHI to other health care entities to assist in their billing and collection efforts.
3. **Health Care Operations.** Our practice may use and disclose your IIHI to operate our business. As examples of the ways in which we may use and disclose your information for our operations, our practice may use your IIHI to evaluate the quality of care you received from us, or to conduct cost-management and business planning activities for our practice. We may disclose your IIHI to other health care providers, and entities to assist in their health care operations.
4. **Appointment reminders.** Our practice may use and disclose your IIHI to contact you and remind you of an appointment.
5. **Disclosures Required By Law.** Our practice will use and disclose your IIHI when we are required to do so by federal, state or local law.

D. USE AND DISCLOSURE OF YOUR IIHI IN CERTAIN SPECIAL CIRCUMSTANCES

The following categories describe unique scenarios in which we may use or disclose your identifiable health information:

1. **Public Health Risks.** Our practice may disclose your IIHI to public health authorities that are authorized by law to collect information for the purpose of:
 - maintaining vital records, such as births and deaths
 - reporting child abuse or neglect
 - preventing or controlling disease, injury or disability
 - notifying a person regarding potential exposure to a communicable disease
 - notifying a person regarding a potential risk for spreading or contracting a disease or condition
 - reporting reactions to drugs or problems with products or devices
 - notifying individuals if a product or device they may using has been recalled
2. **Health Oversight Activities.** Our practice may disclose your IIHI to a health oversight agency for activities authorized by law. Oversight activities can include, for example, investigations, inspections, audits, surveys, licensure, and disciplinary actions; civil, administrative, and criminal procedures or actions; or other activities necessary for the government to monitor government programs, compliance with civil rights laws, and the health care system in general.
3. **Lawsuits and Similar Proceedings.** Our practice may use and disclose your IIHI in response to a court or administrative order, if you are involved in a lawsuit or similar proceeding. We also may disclose your IIHI in response to a discovery request, subpoena, or other lawful process by another party involved in the dispute, but only if we have made an effort to inform you of the request or to obtain an order protecting the information the party has requested.
4. **Law Enforcement.** We may release IIHI if asked to do so by a law enforcement official:
 - Regarding a crime victim in certain situations, if we are unable to obtain the person's agreement

Premium Pediatrics, Inc.

- Concerning a death we believe has resulted from criminal conduct
 - Regarding criminal conduct at our offices
 - In response to a warrant, summons, court order, subpoena or similar legal process
 - To identify/locate a suspect, material witness, fugitive or missing person
 - In an emergency, to report a crime (including the location of the victim(s) of the crime, or the description, identity or location of the perpetrator)
5. **Serious Threats to Health or Safety.** Our practice may use and disclose your IIHI when necessary to reduce or prevent a serious threat to your health and safety or the health and safety of another individual or the public. Under these circumstances, we will only make disclosures to a person or organization able to prevent the threat.
6. **National Security.** Our practice may disclose your IIHI to federal officials for intelligence and national security activities authorized by law. We may also disclose your IIHI to federal officials in order to protect the President, other officials or foreign heads of state, or to conduct investigations.
7. **Inmates.** Our practice may disclose your IIHI to correctional institutions or law enforcement officials if you are an inmate or under the custody of a law enforcement official. Disclosure for these purposes would be necessary: (a) for the institution to provide health care services to you, (b) for the safety and security of the institution, and/or (c) to protect your health and safety or the health and safety of other individuals.

E. YOUR RIGHTS REGARDING YOUR IIHI

You have the following rights regarding the IIHI that we maintain about you:

1. **Confidential Communications.** You have the right to request that our practice communicate with you about your health and health related issues in a particular manner or at a certain location. For instance, you may ask that we contact you at home, rather than work. In order to request a type of confidential communication, you must make a written request to Premium Pediatrics, Inc. specifying the requested method of contact, or the location where you wish to be contacted. Our practice will accommodate reasonable requests. You do not need to give a reason for your request.
2. **Requesting Restrictions.** You have the right to request a restriction in our use or disclosure of your IIHI for treatment, payment or health care operations. Additionally, you have the right to request that we restrict our disclosure of your IIHI to only certain individuals involved in your care or the payment of your care, such as family members and friends. **We are not required to agree to your request;** however, if we do agree, we are bound by our agreement except when otherwise required by law, in emergencies, or when the information is necessary to treat you. In order to request a restriction in our use or disclosure of your IIHI, you must make your request in writing to Premium Pediatrics, Inc. Your request must describe in a clear and concise fashion:
- (a) the information you wish restricted;
 - (b) whether you are requesting to limit our practice's use, disclosure or both; and
 - (c) to whom you want the limits to apply.
3. **Inspection and Copies.** You have the right to inspect and obtain a copy of the IIHI that may be used to make decisions about you, including patient medical records and billing records, but not including psychotherapy notes. You must submit your request in writing to Premium Pediatrics, Inc. in order to inspect and/or obtain a copy of your IIHI. Our practice may charge a fee for the costs of copying, mailing, labor and supplies associated with your request. Our practice may deny your request to inspect and/or

Premium Pediatrics, Inc.

copy in certain circumstances; however, you may request a review of our denial. Another licensed health care professional chosen by us will conduct the reviews.

4. **Amendment.** You may ask us to amend your health information if you believe it is incorrect or incomplete, and you may request an amendment for as long as the information is kept by or for our practice. To request an amendment, your request must be made in writing and submitted to Premium Pediatrics, Inc. You must provide us with a reason that supports your request for amendment. Our practice will deny your request if you fail to submit your request (and the reason supporting your request) in writing. Also, we may deny your request if you ask us to amend information that in our opinion: (a) accurate and complete; (b) not part of the IIHI kept by or for the practice; (c) not part of the IIHI which you would be permitted to inspect and copy; or (d) not created by our practice, unless the individual or entity that created the information is not available to amend the information.
5. **Accounting of Disclosures.** All of our patients have the right to request an "accounting of disclosures" which is a list of certain non-routine disclosures our practice has made of your IIHI for non-treatment, non-payment or non-operation purposes. Use of your IIHI as part of the routine patient care in our practice is not required to be documented. For example, the doctor shares information with the nurse; or the billing department using your information to file the insurance claim. In order to obtain an accounting of disclosures, you must submit your request in writing to Premium Pediatrics, Inc. All requests for an "accounting of disclosures" must state a time period, which may not be longer than six (6) years from the date of disclosure and may not include dates before April 14, 2003. This first list you request within a 12-month period of time is free of charge, but our practice may charge you for additional lists within the same 12-month period. Our practice will notify you of the costs involved with additional requests, and you may withdraw your request before you incur any costs.
6. **Right to a Paper Copy of This Notice.** You are entitled to receive a paper copy of our notice of privacy practices. You may ask us to give you a copy of this notice at any time. To obtain a paper copy of this notice, contact Premium Pediatrics, Inc.
7. **Right to File a Complaint.** If you believe your privacy rights have been violated, you may file a complaint with our practice or with the Secretary of the Department of Health and Human Services. To file a complaint with our practice, contact Premium Pediatrics. All complaints must be submitted in writing. **You will not be penalized for filing a complaint.**
8. **Right to Provide an Authorization for Other Uses and Disclosures.** Our practice will obtain your written authorization for uses and disclosures that are not identified by this notice or permitted by applicable law. Any authorization you provide to us regarding the name and disclosure of your IIHI may be revoked at any time in writing. After you revoke your authorization, we will no longer use or disclose your IIHI for the reasons described in the authorization. Please note, we are required to retain records of your care.

Again, if you have any questions regarding this notice or our health information privacy policies, please contact Premium Pediatrics, Inc.

Premium Pediatrics, Inc.

Patient Responsibilities

Just as Premium Pediatrics, Inc. firmly believes in the rights of the patient, so do we recognize that the patient must exercise responsibility as a recipient of health care services.

These responsibilities are as follows:

Provision of Information

A patient has the responsibility to provide, to the best of his knowledge, accurate and complete information about present complaints, past illnesses, hospitalizations, medications, and other matters relating to his health. He has the responsibility to report unexpected changes in his condition to the responsible practitioner. This includes telling the physician or nurse about changes in health, helping the provider and nurse to continually assess any pain the patient may be experiencing. A patient is responsible for indication whether he clearly comprehends his health care plan and what is expected of him.

Compliance with Instructions

A patient is responsible for following the treatment plan recommended by the practitioner responsible for his care. This may include following the instructions of nurses and other health care personnel as they carry out the plan of care, implement the responsible practitioner's orders and enforce the rules and regulations of Premium Pediatrics, Inc. The patient is responsible for keeping appointments and, when he is unable to do so for any reason, for notifying the office.

Refusal of Treatment

The patient is responsible for his actions if he refuses treatment or does not follow the practitioner's instructions.

Premium Pediatrics, Inc. Charges

The patient is responsible for assuring that the financial obligations of his health care are fulfilled as promptly as possible.

Premium Pediatrics, Inc. Rules and Regulations

The patient is responsible for following Premium Pediatrics, Inc. rules and regulations affecting patient care and conduct.

Respect and Consideration

The patient is responsible for being considerate of the rights of other patients and Premium Pediatrics, Inc. personnel. The patient is responsible for being respectful of the property of other persons and of Premium Pediatrics, Inc.

Premium Pediatrics, Inc.

Patient Bill of Rights

Premium Pediatrics, Inc., Medical Staff and Administration fully support and advocate a Patient Bill of Rights with the expectation that observance of the rights will contribute to more effective patient care and greater satisfaction for the patient, his physician, and the Premium Pediatrics, Inc. organization.

1. A patient has the right to respectful, good quality care and high professional standards that are continually maintained and reviewed and given by competent personnel.
2. A patient has the right, upon request, to be given the name of his/her attending physician, the names of all other providers directly participating in his care, and the names and function of other health care persons, having direct contact with the patient.
3. A patient has the right to every consideration of his privacy concerning his/her own medical care program. All medical records pertaining to his medical care and treated as confidential except as otherwise provided by law or third party contractual arrangements. Case discussion, consultation, examination, and treatment are considered confidential and should be conducted discreetly.
4. A patient has the right to know what Premium Pediatrics, Inc. rules and regulations apply to his/her conduct as a patient.
5. The patient has the right to full information in layman's terms, concerning his/her diagnosis, treatment, and prognosis, including information about alternative treatments and possible complications. When it is not medically advisable to give such information to the patient, the information shall be given on his behalf to the patient's next of kin or appropriate person.
6. The patient has the right to full participation in his/her health care plan and will be encouraged to do so whenever possible, including appropriating assessment and management of pain.
7. Except for emergencies, the health care provider must obtain the necessary consent prior to the start of any procedure or treatment, or both.
8. A patient has the right to refuse any drugs, treatment, or procedure offered by the physician, to the extent permitted by law, and the physician shall inform the patient of the medical consequences of the patient's refusal of any drugs, treatment, or procedure.
9. A patient has the right to assistance in obtaining consultation with another physician at his/her request and expense.
10. A patient has the right to medical and nursing services without discrimination based upon race, color, religion, sex, sexual preference, national origin, or source of payment.

The patient who does not speak English should have access, where possible, to an interpreter.

11. Premium Pediatrics, Inc. shall provide the patient, upon request, access to all information contained in his/her medical records, unless the attending physician specifically restricts access for medical reasons or is prohibited by and law.
12. The patient has the right to examine and receive a detailed explanation of his/her bill and full information and counseling on the availability of known financial resources for his health care.
13. The patient has right to be informed of his continuing health care requirements and means for meeting them.
14. The patient cannot be denied the right of access to an individual or agency authorized to act on his behalf to assert or protect the rights set out in this section.
15. The patient has the right to every consideration of the spiritual and cultural variable, which may influence his/her perception of illness and treatment, and to have his/her continuing psychosocial needs considered in planning care and treatment.
16. The patient has the right to consult any Premium Pediatrics, Inc. physician for resolving conflicts in decision-making concerning his/her care.
17. The patient has the right to expect that his/her guardian, next of kin, or legally authorized responsible person will be able to exercise all the rights delineated on behalf of the patient in the following circumstances:
 - a. if the patient has been adjudicated incompetent in accordance with the law
 - b. if the patient is found by his /her physician to be mentally incapable of understanding the proposed treatment or procedure
 - c. if the patient is unable to communicate his/her wishes regarding treatment
 - d. if the patient is a minor

A patient has the right to be informed of his/her rights at the earliest possible moment in the course of his medical care.