

## **NOTICE OF PRIVACY PRACTICES**

Effective Date: September 1, 2009

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THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED OR DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR IF YOU NEED MORE INFORMATION, PLEASE CONTACT OUR PAIN MANAGEMENT PRIVACY OFFICER.

### **About this Notice**

This Notice applies to Madison Medical Associates and its affiliated healthcare partners. We are required by law to maintain the privacy and security of your health information. You have certain rights – and we have certain legal obligations – regarding the privacy and security of your information. This Notice explains your rights and our obligations. We are required to abide by the terms of the current version of this Notice and give you a copy of it. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your health information.

### **What is Protected Health Information?**

“Protected Health Information” is information that individually identifies you and that we create or get from you or another healthcare provider, a health plan, your employer, or a healthcare clearinghouse and that relates to (1) your past, present, or future physical or mental health or conditions; (2) the provision of healthcare to you; or (3) the past, present, or future payment for your healthcare.

### **How We May Use and Disclose Your Protected Health Information**

We may use and disclose your Protected Health Information in the following circumstances:

**Treatment.** We may use and disclose health information to give you medical treatment or services and to manage and coordinate your medical care. For example, we may disclose your health information to a physician or other healthcare provider (e.g., a specialist or laboratory) to whom you have been referred to ensure that the physician or other healthcare provider has the necessary information to diagnose or treat you or provide you with a service.

**Payment.** We may use and disclose health information so that we can bill for the treatment and services you get from us and can collect payment from you, an insurance company, or another third party. For example, we may need to give your health plan information about

your treatment in order for your health plan to pay for that treatment. We also may tell your health plan about a treatment you are going to receive to find out if your plan will cover the treatment. If a bill is overdue we may need to give your health information to a collection agency to the extent necessary to help collect the bill, and we may disclose an outstanding debt to credit reporting agencies.

**Healthcare Operations.** We may use and disclose health information for our healthcare operations. For example, we may use health information for our general business management activities, for checking on the performance of our staff in caring for you, for our cost-management activities, for audits, or to get legal services. We may give your health information to other healthcare entities for their healthcare operations, for example, to your health insurer for its quality review purposes.

**Business Associates.** We may disclose health information to our business associates who perform functions on our behalf or provide us with services if the health information is necessary for those functions or services. For example, we may use another company to do our billing or to provide transcription or consulting services for us. All of our business associates are obligated, under contract with us, to protect the privacy of your health information.

**Appointment Reminders/Treatment Alternatives/Health-Related Benefits.** We may use and disclose health information to contact you to remind you that you have an appointment for medical care or to contact you to tell you about possible treatment options or alternatives or health-related benefits and services that may be of interest to you.

**Personal Representative.** If you have a personal representative, such as a legal guardian (or an executor or administrator of your estate after your death), we will treat that person as if that person is you with respect to disclosures of your health information.

**Minors.** We may disclose the health information of minor children to their parents or guardians unless such disclosure is otherwise prohibited by law.

**Workers' Compensation.** We may use or disclose health information for workers' compensation or similar programs that provide benefits for work-related injuries or illness.

**Public Health Activities.** We may disclose health information for public health activities. This includes disclosures to: (1) a person subject to the jurisdiction of the Food and Drug Administration ("FDA") for purposes related to the quality, safety, or effectiveness of an FDA-regulated product or activity; (2) prevent or control disease, injury, or disability; (3) report births and deaths; (4) report child abuse or neglect; (5) report reactions to medications or problems with products; (6) notify people of recalls of products they may be using; (7) a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and (8) the appropriate government

authority if we believe a patient has been the victim of abuse, neglect, or domestic violence and the patient agrees or we are required or authorized by law to make that disclosure.

**To Avert a Serious Threat to Health or Safety.** We may use and disclose health information when necessary to prevent a serious threat to your health or safety or the health or safety of others. But we will only disclose the information to someone who may be able to help prevent or mitigate the threat.

**Health Oversight Activities.** We may disclose health information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, licensure, and similar activities that are necessary for the government to monitor the healthcare system, government programs, and compliance with civil rights laws.

**Research.** We may use and disclose health information for approved medical research in certain cases.

**As Required by Law.** We will disclose health information when required to do so by international, federal, state, or local law.

**Lawsuits/Disputes.** If you are involved in a lawsuit or a dispute, we may disclose health information in response to a court or administrative order. We also may disclose health information in response to a subpoena, discovery request, or another legal process from someone else involved in the dispute, but only if efforts have been made to tell you about the request or to get an order protecting the information requested. We may also use or disclose your health information to defend ourselves if you sue us.

**Law Enforcement.** We may release health information if asked by a law enforcement official for the following reasons: (1) in response to a court order, subpoena, warrant, summons, or similar process; (2) to identify or locate a suspect, fugitive, material witness, or missing person; (3) about a death we believe may be the result of criminal conduct; (4) about criminal conduct on our premises; and (5) in emergency circumstances to report a crime, the location of the crime or victim(s), or the identity, description, or location of the person who committed the crime.

**National Security.** We may release health information to federal officials for national security activities authorized by law. For example, we may disclose health information to those officials if necessary to protect the President.

**Coroners/Medical Examiners/Funeral Directors.** We may release health information to a coroner, medical examiner, or funeral director so that they can carry out their duties.

**Organ or Tissue Donations.** If you are an organ or tissue donor, we may use or disclose your health information to organizations that handle organ procurement or transplantation –

such as an organ donation bank – as necessary to facilitate organ or tissue donation and transplantation.

**Military/Veterans.** If you are a member of the armed forces, we may release health information as required by military command authorities. We may release health information to the appropriate foreign military authority if you are a member of a foreign military.

**Inmates.** If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may disclose health information to the correctional institution or law enforcement official if the disclosure is necessary (1) for the institution to provide you.

with healthcare, (2) to protect your health and safety or the health and safety of others, or (3) for the safety and security of the correctional institution.

### **Uses and Disclosures That Require Us to Give You an Opportunity to Object and Opt Out**

**Individuals Involved in Your Care or Payment for Your Care.** We may disclose your health information to a person who is involved in your medical care or helps pay for your care – such as a family member or friend – to the extent it is relevant to that person’s involvement in your care or payment related to your care. We will provide you with an opportunity to object to and opt out of such a disclosure whenever we practicably can do so.

**Disaster Relief.** We may disclose your health information to disaster relief organizations that seek your health information to coordinate your care or notify family and friends of your location or condition in a disaster. We will provide you with an opportunity to agree or object to such a disclosure whenever we practicably can do so.

### **Your Written Authorization is Required for Other Uses and Disclosures**

Uses and disclosures for marketing purposes and disclosures that constitute a sale of Protected Health Information can only be made with your written authorization. Other uses and disclosures of health information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you do give us an authorization, you may revoke it at any time by submitting a written revocation to our office, and we will no longer disclose your health information under the authorization. Disclosures that we made in reliance on your authorization before you revoked it will not be affected by the revocation.

### **Special Protections for HIV/Alcohol and Substance Abuse/Mental Health/Genetic Information**

Special privacy protections apply to HIV-related information, alcohol and substance abuse, mental health, and genetic information. Some parts of this general Notice of Privacy Practices may not apply to these kinds of Protected Health Information. Please check with our Privacy Officer for information about the special protections that do apply. For example,

if we give you a test to determine if you have been exposed to HIV, we will not disclose the fact that you have taken the test to anyone without your written consent unless otherwise required by law.

## **Your Rights Regarding Your Protected Health Information**

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

**Paper Copy of Medical Records.** You have the right to inspect and copy your health information that may be used to make decisions about your care or payment for your care. But you do not have a right to inspect or copy psychotherapy notes. We may charge you a fee for the costs of copying, mailing, or other supplies associated with your request. We may not charge you a fee if you need the information for a claim for benefits under the Social Security Act or any other federal or state needs-based benefits program. We may deny your request in certain limited circumstances. If we do deny your request, you have the right to have the denial reviewed by a licensed healthcare professional who was not directly involved in the denial of your request. We will comply with the outcome of the review.

**Electronic Copy of Electronic Medical Records.** If your health information is maintained in one or more designated record sets electronically (for example, an electronic medical record or an electronic health record), you have the right to request that an electronic copy of your record be given to you or transmitted to another individual or entity. We may charge you a reasonable, cost-based fee for the labor associated with copying or transmitting the electronic health information. If you choose to have your health information transmitted electronically, you will need to provide a written request to this office listing the contact information of the individual or entity who should receive your electronic health information.

**Request Amendments.** If you feel that your health information is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for us. A request for an amendment must be made in writing to our office, and it must tell us the reason for your request. We may deny your request if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that (1) was not created by us, (2) is not part of the medical information kept by or for us, (3) is not information that you would be permitted to inspect and copy, or (4) is accurate and complete. If we deny your request, you may submit a written statement of disagreement of reasonable length. Your statement of disagreement will be included in your medical record, but we may also include a rebuttal statement.

**Confidential Communications.** You have the right to request that we communicate with you only in certain ways to preserve your privacy. For example, you may request that we contact you by mail at a special address or call you only at your work number. Your must

make any such request in writing to this office, and you must specify how or where we are to contact you. We will accommodate all reasonable requests. We will not ask you the reason for your request.

**Restrictions.** You have the right to request a restriction or limitation on the health information we use or disclose for treatment, payment, or healthcare operations. You also have the right to request a limit on the health information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. We are not required to agree to your request. If we agree, we will comply with your request unless we terminate our agreement or the information is needed to provide you with emergency treatment.

**Restrict Certain Disclosures to Your Health Plan.** You have the right to restrict certain disclosures of health information to a health plan if the disclosure is for payment or healthcare operations and pertains to a healthcare service or item for which you have paid out-of-pocket in full. We will honor this request unless we are otherwise required by law to disclose this information. This request must be made at the time of service.

**Accounting of Disclosures.** You have the right to ask for an “accounting of disclosures,” which is a list of the disclosures we made of your health information. We are not required to list certain disclosures, including (1) disclosures made for treatment, payment, and healthcare operations purposes; (2) disclosures made with your authorization; (3) disclosures made to create a limited data set; and (4) disclosures made directly to you. You must submit your request in writing to our office. Your request must state a period that may not be longer than 6 years before your request. Your request should indicate in what form you would like the accounting (for example, on paper or by e-mail). The first accounting of disclosures, you request within any 12-month period, will be free. For additional requests within the same period, we may charge you for the reasonable costs of providing the accounting. We will tell you what the costs are, and you may choose to withdraw or modify your request before the costs are incurred.

**Breach Notification.** We are required to notify you by first-class mail or e-mail (if you have indicated a preference to receive information by e-mail) of any breach of your unsecured health information. Notification must be provided without unreasonable delay and in no case later than 60 days following the discovery of a breach. The notice will give you the following information:

- a short description of what happened, the date of the breach, and the date it was discovered;
- the steps you should take to protect yourself from potential harm from the breach;
- the steps we are taking to investigate the breach, mitigate losses, and protect against further breaches; and
- contact information where you can ask questions and get additional information.

If the breach involves 10 or more patients whose contact information is out-of-date, we will post a notice of the breach on our website or in a major print or broadcast media.

**Copy of this Notice.** You have the right to a paper copy of this Notice, even if you have agreed to receive this Notice electronically. You may request a copy of this Notice at any time. You can get a copy of this Notice from our website.

### **How to Exercise Your Rights**

To exercise your rights described in this Notice, send a written request to our office. We may ask you to fill out a form that we will supply. To get a paper copy of this Notice, contact our office by phone or mail.

### **Changes to this Notice**

The effective date is stated at the beginning of this Notice. We reserve the right to change this Notice. We reserve the right to make the changed Notice effective for Protected Health Information we already have as well as for any Protected Health Information we create or receive in the future. A copy of our current Notice is posted in our office and on our website.

### **Complaints**

If you believe your privacy rights have been violated, you may file a complaint with us or the United States Department of Health and Human Services, Office for Civil Rights. WE WILL NOT RETALIATE AGAINST YOU FOR FILING A COMPLAINT.

To file a complaint with us, please contact our pain management office or send a letter to our Pain Management Privacy Officer at Madison Medical Associates, 3809 Sullivan Street Suite 4, Madison, AI 35758 or call 256-325-1160. All complaints should be filed within 180 days of when you knew or should have known of the suspected violation.

To file a complaint with the Office for Civil Rights, send a letter to U.S. Department of Health and Human Services, Office for Civil Rights, 200 Independence Avenue, S.W., Washington, D.C. 20201; or call toll-free 877-696-6775; or visit [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

**PAYMENT POLICY:** Payment in full is due at the time of service. We accept money orders, cashier's checks, debit cards, and all major credit cards. We also participate with CareCredit.

**RETURNED CHECK FEE:** A **\$35.00 fee** will be charged for any check returned due to insufficient funds.

**URINALYSIS FEE:** A **\$20.00 fee** will be charged for a urinary drug screen (UDS) not covered by insurance or when the deductible has not been met. **It is the policy of this**

**practice to conduct random UDS testing at least twice in a 12-month period and more frequently as indicated.**

#### **INSURED PATIENTS' POLICY:**

- **YOUR INSURANCE.** Your insurance is a contract between you and your insurance carrier. It is your responsibility to know the benefits and comply with the requirements of your insurance plan. It is also your responsibility to notify us of any changes made to your insurance coverage, such as obtaining new insurance coverage, terminating an existing insurance policy, or changes to existing insurance coverage.
- **NETWORK PROVIDERS.** Our providers are contracted with most major insurance payers, including the Federal Medicare and Medicaid programs. As contracted providers, we are obligated to follow the terms and requirements of our contracts. If we are not contracted with your insurance carrier (a “Non-Participating Insurance Provider”), payment in full is expected at the time of service.
- **INSURANCE VERIFICATION.** We will verify your insurance and benefits eligibility prior to every patient visit. If we are unable to verify your insurance due to incomplete or inaccurate information, payment in full is expected at the time of service, or we may need to reschedule your appointment to a more convenient time.
- If a referral is required by your insurance carrier, it is the policy of this practice not to schedule an initial appointment until that referral has been received from the patient’s primary care physician or specialist. Please be advised that with some insurance companies it can take up to **48 HOURS** to obtain a referral authorization. If you do not have the required referral, we may need to reschedule your appointment to a more convenient time.
- **CLAIM SUBMISSION.** As a courtesy to the patient, we will file primary and secondary insurance on your behalf, provided we have complete and accurate insurance information at the time of service.
- **WORKER’S COMPENSATION CLAIM SUBMISSION.** If treatment is due to a work-related injury, as a courtesy to the patient, we will file a worker’s compensation claim to the appropriate carrier on your behalf, provided we have complete and accurate insurance information at the time of service.
- **PATIENT RESPONSIBILITY.** At the time of service, it is the policy of this practice to collect co-pays, deductibles, and any non-covered benefits due to policy limits or policy exclusions, as well as failure to comply with your insurance plan requirements. As a courtesy to the patient, our office can estimate the co-insurance patient responsibility based on the services provided and the information received from your insurance company during the verification process.
- **STATEMENT.** Once insurance has made payment, you will receive a statement for any balance owed. It is the policy of this practice that balances must be paid in full **WITHIN 60 DAYS** of the date of the initial statement. It is the responsibility of the



patient to inform our office of any address changes. Our office is not responsible for statements, collection notices, or payments lost in mail delivery.

#### **NON-INSURED PATIENTS' POLICY (SELF-PAY):**

- **INITIAL VISIT.** The practice will discount its usual and customary initial visit fee to a flat rate **that includes the cost of a urinalysis**. To schedule and secure a new patient appointment, the patient must submit a completed and signed **New Patient Packet**, along with the **\$100.00 deposit** at least **3 BUSINESS DAYS** in advance of the appointment. The \$100.00 pre-paid deposit will be applied to the cost of the appointment. The balance is due in full at time of service.
- **FOLLOW-UP VISIT.** The practice will discount its usual and customary follow-up appointment fee to a flat rate **that includes the cost of a urinalysis**. Payment is due in full at the time of service.
- **Procedures. A \$100.00 deposit is required to schedule a procedure.** The \$100.00 pre-paid deposit will be applied to the cost of the procedure. The practice will apply a **30% discount** to its usual and customary fees if payment is made in full at the time of the procedure.

**COLLECTIONS.** If payment in full is not made **WITHIN 60 DAYS** of the date of the initial statement, or satisfactory payment arrangements have not been made with our office, then your account will be in default and may be referred to a collection agency. **SHOULD THE PATIENT'S ACCOUNT BE REFERRED TO A COLLECTION AGENCY FOR NONPAYMENT, YOU AGREE TO PAY ALL COSTS OF COLLECTION, INCLUDING CONTINGENCY COLLECTION FEES AND ALL REASONABLE ATTORNEY FEES AND COURT COSTS. SUCH CONTINGENCY FEE WILL BE ADDED TO AND COLLECTED BY THE COLLECTION AGENCY IMMEDIATELY UPON YOUR DEFAULT AND THE REFERRAL OF YOUR ACCOUNT TO SAID COLLECTION AGENCY.**