

HIPAA/HITECH Policies and Procedures

Please read this in its entirety.

Add a section in the back of your HIPAA Privacy Manual and HIPAA Security Manual.

Give a copy of this to all staff to read and ask questions.

All patients must be presented a copy of the new Notice of Privacy Practices with an acknowledgment that they received the copy.

Use this new Business Association Contract, document and have all business associate sign a new contract as outlines in the policy.

HIPAA/HITECH Policies and Procedures

Effective: September 23, 2013

This section overrides any previously written policies and procedures in this manual. These are additions to policies and procedures found in Reno Chiropractic Center P.C.' HIPAA Privacy and Security Manuals.

Encryption

Reno Chiropractic Center P.C. will whenever and wherever possible encrypt all protected health information (PHI). Reno Chiropractic Center P.C. is aware that if the PHI is encrypted there is no requirement for notification because it is not considered a breach under the HIPAA law.

Breach Notification

Reno Chiropractic Center P.C. is responsible for notifying all patients if there has been an impermissible use or disclosure of their protected health information (PHI). Any impermissible use or disclosure is presumed to be a breach, unless it can be demonstrated that there is a low probability that PHIL has been compromised. Reno Chiropractic Center P.C. will review and assess all impermissible uses and disclosures for breach in the following manner:

- 1) The nature and extent of the PHI Involved in the breach
- 2) The unauthorized person who use the PHI or to whom the disclosure was made
- 3) Was the PHI actually acquired or viewed
- 4) The extent to which the risk to the PHI has been mitigated

If the breach involves more than 500 persons, OCR must be notified in accordance with instructions posted on its website. The Reno Chiropractic Center P.C. bears the ultimate burden of proof to demonstrate that all notifications were given or that the impermissible use or disclosure of PHI did not constitute a breach and must maintain supporting documentation, including documentation pertaining to the risk assessment.

Marketing

Reno Chiropractic Center P.C. understands that the definition of marketing now includes communications issued by Reno Chiropractic Center P.C. or their business associate regarding a treatment- or operations-related product or service offered by a third party

that has compensated the Reno Chiropractic Center P.C. or business associate for the communication. In these situations, Reno Chiropractic Center P.C. will obtain authorization from all patients an authorization that covers all subsidized communications. The exception being when any person at Reno Chiropractic Center P.C. makes the communication face-to-face or the communication consists of a promotional gift of nominal value.

Security Rule

Reno Chiropractic Center P.C. requires that all of their business associates and their subcontractors comply with all of the Security Rule's applicable administrative safeguards (security management procedures, training, etc.); physical safeguards (workstation security, device and media controls, etc.); and technical safeguards (audit controls, transmission security, etc.). Business associates, including their subcontractors that handle PHI, must enter into agreements that require the business associates to comply with the Security Rule. Significantly, a downstream business associate (or a business associate subcontractor) must notify the upstream entity of any security incident or breach under the breach notification rules.

Sale of PHI

Reno Chiropractic Center P.C. does not allow any disclosure in exchange for remuneration (*i.e.*, a sale) of any PHI with by themselves, any of their business associate or their subcontractors ***without an authorization from the individual*** for such disclosure.

Reno Chiropractic Center P.C. requires that the authorization must state that such disclosure will result in remuneration.

Reno Chiropractic Center P.C. stresses that the term "***remuneration***" is not limited to financial payments (as the marketing provisions are, above); therefore, this prohibition applies to the receipt of financial as well as nonfinancial benefits.

However Reno Chiropractic Center P.C. does provide a number of exceptions to this general authorization requirement, such as disclosures for public health, treatment and payment purposes, and sale and merger transactions, among others.

PHI After Death

Reno Chiropractic Center P.C. will protect the PHI of non-living individuals as it does all PHI until the person has been deceased for more than 50 years.

That Reno Chiropractic Center P.C. may disclose deceased individuals' PHI to non-family members, as well as family members, who were involved in the care or payment for healthcare of the decedent prior to death; however, the disclosure must be limited to PHI relevant to such care or payment and cannot be inconsistent with any prior expressed preference of the deceased individual.

Notice of Privacy Practices

Reno Chiropractic Center P.C. has adopted a new Notice of Privacy Practices, the NPP does contain a statement indicating that most uses and disclosures of psychotherapy notes, marketing disclosures and sale of PHI do require prior authorization, as well as the right of the individual to be notified in case of a breach of unsecured PHI.

Reno Chiropractic Center P.C. will distribute a copy of the new NPP to all patients and a new copy will be posted in office.

Individuals' Right to Restrict Disclosures; Right of Access

Reno Chiropractic Center P.C. will restrict the disclosure of PHI about the individual to a health plan, upon request, if the disclosure is for the purpose of carrying out payment or healthcare operations and is not otherwise required by law. The PHI must pertain solely to a healthcare item or service for which the individual has paid Reno Chiropractic Center P.C. in full. Reno Chiropractic Center P.C. will not create separate medical records or otherwise segregate PHI subject to a restrict healthcare item or service; rather, Reno Chiropractic Center P.C. will employ a method to flag or note restrictions of PHI to ensure that such PHI is not inadvertently sent or made accessible to a health plan.

Reno Chiropractic Center P.C. will provide a copy of PHI to any individual requesting it in electronic form if it is readily producible. If producible, Reno Chiropractic Center P.C. will provide individuals only with an electronic copy of their PHI, not direct access to their electronic health record systems.

Reno Chiropractic Center P.C., when producible and directed by the individual, will transmit an electronic copy of PHI to an entity or person designated by the individual. Reno Chiropractic Center P.C. will charge only for the handling and reproduction of PHI which is reasonable, cost-based and labor which is itemized separately on the invoice.

Reno Chiropractic Center P.C. will transmit all PHI within 30 days of the request, with a one-time extension of 30 additional days.

Fundraising

Reno Chiropractic Center P.C. or their business associate may use PHI for its fundraising without the individual's authorization, and may utilize demographic information, including the individual's health insurance status and certain treatment and outcome information.

Reno Chiropractic Center P.C. will respect the individuals' right to opt out of fundraising communications, by distributing a pre-printed, prepaid postcard, in office form or an e-mail opt-out or unsubscribe capability in the correspondences.

Business Associates and their Sub-contractors

Reno Chiropractic Center P.C. requires that all Business Association sign a contract with them to guarantee their compliance with the HIPAA HITECH requirement by September

23, 2013. If there is an existing agreement prior to January 25, 2013, the agreement must be renewed by September 24, 2014.

The Business Associate in turn must have a signed contract with all sub-contractors that have access to PHI that guarantees their compliance and available for Reno Chiropractic Center P.C. upon request.

The Business Associate and their sub-contractors must guarantee to Reno Chiropractic Center P.C. in writing, their compliance as a covered entity under the HIPAA Privacy and Security Rules and their administration and legal responsibility to PHI.

Investigations; Basis for Liability

Reno Chiropractic Center P.C. understands that any and all complaints or violations must be formally investigated by the OCR (Office of Civil Rights) if a preliminary review of the facts indicates a **possible** violation due to willful neglect. OCR retains discretion to decide whether to conduct a formal investigation where preliminary review of the facts indicates a degree of culpability less than willful neglect.

Reno Chiropractic Center P.C. and their business associates are liable for acts of their business associates and their subcontractors that are deemed to be agents of Reno Chiropractic Center P.C..

Civil Monetary Liability

Reno Chiropractic Center P.C. understands the potential civil monetary fines for violations for themselves, their employees and business associates.

Violation Category – Section 1176(a)(1)	Each Violation	All Such Violations of an Identical Provision in a Calendar Year
(A) Did Not Know	\$100 - \$50,000	\$1,500,000
(B) Reasonable Cause	\$1,000 - \$50,000	\$1,500,000
(C)(i) Willful Neglect- Corrected	\$10,000 - \$50,000	\$1,500,000
(C)(ii) Willful Neglect- Not Corrected	\$50,000	\$1,500,000

Therefore, Reno Chiropractic Center P.C., its business associates and their subcontractor business associates have reviewed the 2013 Amendments, understand its

implications and promptly continue to work to be compliance with the provisions and mitigate statutory liability risks. Reno Chiropractic Center P.C. understands significant penalties apply for lack of compliance.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is made and entered into effective as of the day of _____, _____, By and between _____, _____ ("Business Associate"), and _____, _____ ("Covered Entity"). In consideration of the mutual promises below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Terms used in this Agreement that are specifically defined in HIPAA shall have the same meaning as set forth in HIPAA. A change to HIPAA which modifies any defined HIPAA term, or which alters the regulatory citation for the definition shall be deemed incorporated into this Agreement.

- (a) **"Business Associate"** shall mean the above-stated "Business Associate." It shall also have the meaning given to such term under the Privacy Rule, including but not limited to 45 CFR Section 160.103.
- (b) **"Covered Entity"** shall mean the above stated "Covered Entity". It shall also have the meaning given to the term under the Privacy Rule, including but not limited to 45 CFR Section 160.103.
- (c) **"Data Aggregation"** shall have the meaning given to the term under the Privacy Rule, including but not limited to 45 CFR Section 164.501.
- (d) **"Designated Record Set"** shall have the meaning given to the term under the Privacy Rule, including but not limited to 45 CFR Section 164.501.
- (e) **"Electronic Protected Health Information"** or **"EPHI"** shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, and is EPHI that is created, received, maintained or transmitted by or on behalf of Covered Entity or its affiliates or by Business Associate.
- (f) **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended, and related HIPAA regulations (45 C.F.R. Parts 160-164).
- (g) **"HITECH"** means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- (h) **"Individual"** shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- (i) **"Privacy Rule"** shall mean the HIPAA Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

(i) "**Protected Health Information**" or "**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and is PHI that is created, received, maintained or transmitted by or on behalf of Covered Entity or its affiliates or by Business Associate. All references to PHI shall also include EPHI, unless otherwise stated in this Agreement.

(k) "**Required By Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(l) "**Secretary**" shall mean the Secretary of the Department of Health and Human Services or his designee.

(m) "**Security Incident**" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

(n) "**Security Rule**" shall mean the HIPAA Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. § 164, subpart C.

(o) "**Unsecured PHI**" shall have the same definition that the Secretary gives the term in guidance issued pursuant to § 13402 of HITECH.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

(a) Not use or disclose PHI other than as permitted or required by this Agreement, or as required by law.

(b) Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

(c) Report to Covered Entity any use or disclosure of PHI or EPHI not permitted by this Agreement of which it becomes aware or should have known, and any Security Incident of which it becomes aware. Business Associate will make the report to the Covered Entity's Privacy Official and Security Officer or to an authorized person in the Covered Entity's legal department as soon as reasonably practicable. This report will include at least the following information: (a) the nature of the non-permitted or violating use or disclosure or Security Incident; and (b) the PHI and EPHI used or disclosed.

(d) Develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of the PHI or EPHI other than as provided by this Agreement, and to implement administrative, physical, and technical safeguards as required by sections 164.308, 164.310, 164.312 and 164.316 of title 45, Code of Federal Regulations and HITECH to protect the confidentiality, integrity, and availability of EPHI or PHI that Business Associate creates, receives, maintains, or transmits, in the same manner that such sections apply to the Covered Entity. *See* HITECH § 13401.

(e) Comply with any additional requirements of Title XIII of HITECH that relate to privacy and security and that are made applicable with respect to covered entities. *See* HITECH § 13401.

(f) Adopt the technology and methodology standards required in any guidance issued by the Secretary pursuant to HITECH §§ 13401-13402.

(g) Mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement and notify Covered Entity of any breach of Unsecured PHI, as required under HITECH § 13402.

(h) In the case of a breach of Unsecured PHI, following the discovery of a breach of such information, notify Covered Entity of such breach. The notice shall include the identification of each individual whose

Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the breach.

(i) Enter into an agreement with each of its subcontractors pursuant to 45 CFR § 164.308(b)(1) and HITECH § 13401 that is appropriate and sufficient to require each such subcontractor to protect PHI to the same extent required by Business Associate hereunder.

(j) Along with its agents or subcontractors, if any, only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. Business Associate agrees to comply with the Secretary's guidance on what constitutes "minimum necessary". See HITECH § 13405.

(k) Take reasonable steps to cure the breach or end the violation if Business Associate knows of a pattern of activity or practice by Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement. If such steps are unsuccessful within a period of 30 days, Business Associate will either: 1) terminate the Agreement, if feasible; or 2) report the problem to the Secretary. See HITECH § 13404(b).

(l) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees in writing to the same restrictions and conditions that apply to Business Associate in this Agreement related to such information.

(m) Provide, at the request of Covered Entity, within 30 days of receipt of the request, access to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. 164.524 if Business Associate maintains PHI in a designated record set as defined by the Privacy Rule.

(n) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of an Individual, within 30 days of receipt of the direction or agreement from the Covered Entity, if Business Associate maintains PHI in a designated record set as defined by the Privacy Rule.

(o) Make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary, within 30 days of receipt of a request from the Covered Entity for such disclosure, or person designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

(p) Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

(q) Provide to Covered Entity or an Individual, within 30 days of a request for an accounting of disclosures, information collected in accordance with subsection (2)(p) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528. Except in the case of a direct request from an Individual for an accounting related to treatment, payment, or operations disclosures through an electronic health record, if the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, if any, Business Associate shall within ten (10) business days of a request notify Covered Entity about such request. Covered Entity shall either request that Business Associate provide such information directly to the Individual, or it shall request that the information be immediately forwarded to Covered Entity for compilation and distribution to such Individual. In the case of a direct request for an accounting from an Individual related to treatment, payment, or operations disclosures through electronic health records, Business Associate shall provide such accounting to the Individual in accordance with HITECH § 13405(c). Business Associate shall not disclose any PHI unless such disclosure is Required by Law or is in accordance with this Agreement. Business Associate shall document such disclosures. Notwithstanding anything in the Agreement to the contrary, Business Associate and any agents or subcontractors shall continue to maintain the information required for purposes of complying with this Section 2.7 for a period of six (6) years after termination of the Agreement.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity as long as such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate provided that the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).
- (d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with Sec. 164.502(j)(1).

4. OBLIGATIONS OF COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or must comply with in accordance with 45 C.F.R. 164.522 and/or HITECH § 13405(a), to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Covered Entity.

5. TERMS AND TERMINATION

- (a) **Term.** The Term of this Agreement shall be effective as of the date of the Agreement, and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI and EPHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate Covered Entity shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within 30 days;
 - (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cure is feasible, Covered Entity shall report the

violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 5(c), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate shall retain no copies of the PHI and EPHI.

(2) In the event that Business Associate determines that returning or destroying the PHI or EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the determination by Business Associate that return or destruction of PHI or EPHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI or EPHI and limit further uses and disclosures of such PHI or EPHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI or EPHI.

6. MISCELLANEOUS

(a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA Privacy Rule or Security Rule means the section as in effect or as amended.

(b) **Agreement.** The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for Covered Entity to comply with the requirements of the HIPAA Privacy Rule, Security Rule, and related provisions.

(c) **Conflict.** This Agreement and any underlying services agreement are the only agreement between the parties related to the subject matter in this Agreement. To the extent there is any inconsistency between the terms and conditions of this Agreement and any services agreement, the terms and conditions of the Agreement shall govern.

(d) **Binding Effect.** This Agreement is binding upon the successors and assigns of the parties herein. This Agreement is intended to confer rights and responsibilities only on the Covered Entity and Business Associate and does not create or vest rights or remedies in any third party.

(e) **Enforceability.** If any provision hereof shall be declared to be invalid or unenforceable, such declaration of invalidity or unenforceability shall not affect any remaining provisions hereof which can be given effect.

(f) **Relationship of the Parties.** Nothing in this Agreement shall create any relationship between Covered Entity and Business Associate other than as independent contractors. No employee or agent of either party may be deemed an employee or agent of the other party by reason of this Agreement.

(g) **Survival.** Business Associate's obligation to protect the confidentiality of the Protected Health Information, including the requirements in section 6(d) shall survive the termination of this Agreement and shall continue for as long as Business Associate maintains Protected Health Information.

(h) **Construction.** This Agreement shall be governed by the law of the state of the Covered Entity's headquarters without respect to its conflict of law principles.

This Agreement is entered into by the parties as of the first date set forth above.

COVERED ENTITY

By: _____

Name: _____

Title: _____

BUSINESS ASSOCIATE

By: _____

Name: _____

Title: _____

Business Associate Contract List (Acknowledgement is Not Required)

Name: _____
Address: _____
City/St/Zip: _____
Contact Person: _____
Contract Expires: _____

Name: _____
Address: _____
City/St/Zip: _____
Contact Person: _____
Contract Expires: _____

Name: _____
Address: _____
City/St/Zip: _____
Contact Person: _____
Contract Expires: _____

Name: _____
Address: _____
City/St/Zip: _____
Contact Person: _____
Contract Expires: _____

Name: _____
Address: _____
City/St/Zip: _____
Contact Person: _____
Contract Expires: _____

Name: _____
Address: _____
City/St/Zip: _____
Contact Person: _____
Contract Expires: _____

Name: _____
Address: _____
City/St/Zip: _____
Contact Person: _____
Contract Expires: _____

Name: _____
Address: _____
City/St/Zip: _____
Contact Person: _____
Contract Expires: _____

Expires: _____

Notice of Privacy Practices
Reno Chiropractic Center P.C.

Effective April 24, 2003
Updated: HITECH September 23, 2013

To our patients. 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 health information. This is required by the Privacy Regulations created as a result of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Our commitment to your privacy:

Our practice is dedicated to maintaining the privacy of your health information. Reno Chiropractic Center P.C. is required by law to maintain the confidentiality of your health information. Reno Chiropractic Center P.C. realizes that these laws are complicated, but we must provide you with the following important information:

Use and disclosure of your health information in certain special circumstances:

Your Authorization – Except as outlined below, we will not use or disclose your PHI unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing except to the extent that we have taken action in reliance upon the authorization or that the authorization was obtained as a condition of obtaining coverage under the group health plan, and we have the right, under other law, to contest a claim under the coverage or the coverage itself.

Reno Chiropractic Center P.C. must obtain your authorization to disclose physiotherapy notes, marketing disclosures and sale of PHI.

Reno Chiropractic Center P.C. must notify you in case of a breach of unsecured PHI.

Uses and Disclosures for Payment – We may make requests, uses, and disclosures of your PHI as necessary for payment purposes. For example, we may use information regarding your medical procedures and treatment to process and pay claims. We may also disclose your PHI for the payment purposes of a health care provider or a health plan.

Uses and Disclosures for Health Care Operations – We may use and disclose your PHI as necessary for our health care operations. Examples of health care operations include activities relating to the creation, renewal, or replacement of your health insurance coverage, reinsurance, compliance, auditing, rating, business management, quality improvement and assurance.

Family and Friends Involved in Your Care – If you are available and do not object, we may disclose your PHI to your family, friends, and others who are involved in your care or payment of a claim. If you are unavailable or incapacitated and we determine that a limited disclosure is in your best interest, we may share limited PHI with such individuals. For example, we may use our professional judgment to disclose PHI to your spouse concerning the processing of a claim.

Business Associates – At times we use outside persons or organizations to help us provide you with the best service available. Examples of these outside persons and organizations might include vendors that help us process your claims. At times it may be necessary for us to provide certain of your PHI to one or more of these outside persons or organizations.

Other Products and Services – We may contact you to provide information about other health-related products and services that may be of interest to you. For example, we may use and disclose your PHI for the purpose of communicating to you about your health and health-related products we have available to you.

Other Uses and Disclosures – We may make certain other uses and disclosures of your PHI without your authorization.

- We may use or disclose your PHI for any purpose required by law. For example, we may be required by law to use or disclose your PHI to respond to a court order.
- We may disclose your PHI for public health activities, such as reporting of disease, injury, birth and death, and for public health investigations
- We may disclose your PHI to the proper authorities if we suspect child abuse or neglect; we may also disclose your PHI if we believe you to be a victim of abuse, neglect, or domestic violence.
- We may disclose your PHI if authorized by law to a government oversight agency (e.g., a state insurance department) conducting audits, investigations, or civil or criminal proceedings.
- We may disclose your PHI in the course of a judicial or administrative proceeding (e.g., to respond to a subpoena or discovery request).
- We may disclose your PHI to the proper authorities for law enforcement purposes.
- We may disclose your PHI to coroners, medical examiners, and/or funeral directors consistent with law.
- We may use or disclose your PHI for cadaveric organ, eye or tissue donation.
- We may use or disclose your PHI for research purposes, but only as permitted by law.
- We may use or disclose PHI to avert a serious threat to health or safety.
- We may use or disclose your PHI if you are a member of the military as required by armed forces services, and we may also disclose your PHI for other specialized government functions such as national security or intelligence activities.
- We may disclose your PHI to workers' compensation agencies for your workers' compensation benefit determination.
- We will, if required by law, release your PHI to the Secretary of the Department of Health and Human Services for enforcement of HIPAA.

In the event applicable law, other than HIPAA, prohibits or materially limits our uses and disclosures of Protected Health Information, as described above, we will restrict our uses or disclosure of your Protected Health Information in accordance with the more stringent standard.

Your rights regarding your health information:

1. Right to Request Restrictions: Right to Request Restrictions: You have the right to request disclosure restrictions of PHI to a health plan with respect to healthcare for which you have paid out of pocket in full where not elsewhere restricted by law.
2. Reno Chiropractic Center P.C. is required by law to provide to you a notification of all demonstrated breaches of your PHI.
3. Communications. You can request that Reno Chiropractic Center P.C. communicate with you about your health and related issues in a particular manner or at a certain location. For instance, you may ask that Reno Chiropractic Center P.C. contact you at home, rather than work. Reno Chiropractic Center P.C. will accommodate reasonable requests.
4. You can request a restriction in our use or disclosure of your health information for treatment, payment, or health care operations. Additionally, you have the right to request that Reno Chiropractic Center P.C. restrict our disclosure of your health information to only certain individuals involved in your care or the payment for your care, such as family members and friends. Reno Chiropractic Center P.C. is 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.
5. You have the right to inspect and obtain a copy of the health information 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 our Privacy Official: Susan Reno.
6. You may ask us to amend your health information if you believe it is incorrect or incomplete, and 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 our Privacy Official: Susan Reno. You must provide us with a reason that supports your request for the amendment.
7. Right to a copy of this notice. You are entitled to receive a copy of this Notice of Privacy Practices. You may ask us to give you a copy of this Notice at any time. To obtain a copy of this notice, contact our Privacy Official: Susan Reno.
8. 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 Regional Office for Civil Rights, US Department of Health and Human Services. Regional Office information may be found online at <http://www.hhs.gov/ocr/office/about/rgn-hqaddresses.html> or ask the Privacy Official for the information. To file a complaint with our practice, contact our Privacy Official: Susan Reno. All complaints must be submitted in writing. You will not be penalized for filing a complaint.
9. 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.

In accordance with the standards of implementation specifications of 45 C.F.R. § 164.524, Provider may grant an individual access to inspect and obtain a copy of protected health information about the individual in a designated record set.

Reno Chiropractic Center P.C. 's policy:

1. The designated record set that is subject to access by an individual is as follows:
 - a. Medical Records
 - b. Billing Records
 - c. List of all those requesting copies of designated record set
2. The titles of the persons or offices responsible for receiving and processing requests for access by individuals are as follows:

Privacy Official: Susan Reno

Reno Chiropractic Center P.C. also uses protected health information for the following reasons: (you may opt out of this authorization). Special initial authorization is required and attached.

Marketing; internal referral board, testimonials, pictures on bulletin board, sending newsletters or information unrelated to healthcare and other marketing materials.

If you have any questions regarding this notice or our health information privacy policies, please contact:

Susan Reno

You can reach the Privacy Official at:

Reno Chiropractic Center P.C.

11429 15 Mile Rd

Sterling Heights, MI 48312

Phone number: 586-264-4700

Hours Available: A message may be left for our privacy official any time the clinic is open and your call will be returned within 7 business days.

Notice of Privacy Practices Acknowledgement
Initial Uses Authorization Form
Reno Chiropractic Center P.C.

Effective: April 14, 2003

By signing this form, you acknowledge that you were presented with a copy of the Notice of Privacy Practices of Reno Chiropractic Center P.C.. Our Notice of Privacy Practices provides information about how we may use and disclose your protected health information. We encourage you to read it in full.

Our Notice of Privacy Practices is subject to change. The most current Notice of Privacy Practices will be placed on display in the office at all times. You may obtain additional copies of our most current notice by requesting it from our privacy official, Susan Reno

Reno Chiropractic Center P.C.. also uses protected health information for the following reasons: (you may opt out of this authorization). Special initial authorization is required and attached. Marketing; internal referral board, testimonials, pictures on bulletin board, or information unrelated to healthcare and other marketing materials. _____
(please initial if approve)

If you have any questions regarding this notice or our health information privacy policies, please contact: Susan Reno at:
Reno Chiropractic Center P.C.
11429 15 Mile Rd
Sterling Heights, MI 48312
586-264-4700

Hours Available: A message may be left for our privacy official any time the clinic is open and your call will be returned within 7 business days.

Your Email address: _____ (you may receive PHI through email)

Print Patient Name: _____

Signature Patient/Personal Representative: _____

Relationship of Personal Representative: _____

Date of Signature: _____

=====

Staff complete only if NO signature is obtained, If it is not possible to obtain the patient's acknowledgment, describe the good faith efforts made to obtain the individual's acknowledgment, and the reasons why the acknowledgement was not obtained.

- Patient refused to sign this acknowledgement even though the patient was asked to do so and the patient was given the Notice of Privacy Practices

□ Other: _____

Staff Signature: _____ date: _____