

St. Elizabeth's Health Center
JOINT NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW PROTECTED HEALTH AND FINANCIAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

St. Elizabeth's Health Center and its Professional Staff members ("St. Elizabeth's") are required to maintain the privacy of your health and financial information and to provide you with a notice of its legal duties and privacy practices. St. Elizabeth Health Center and its staff have formed an Organized Health Care Agreement as set out in the HIPAA Privacy Regulations. St. Elizabeth's will not use or disclose your protected health and financial information except as described in this notice. This notice applies to all of the medical, dental, and financial records generated by St. Elizabeth's.

EXAMPLES OF DISCLOSURES FOR TREATMENT, PAYMENT AND HEALTHCARE OPERATIONS:

The following categories describe the ways that St. Elizabeth's may use and disclose your protected health and financial information.

Treatment: St. Elizabeth's will use your protected health and financial information in the provision and coordination of your healthcare. St. Elizabeth's may disclose all or any portion of your protected health and financial information to your attending physician, dentist, consulting physician(s), dentist(s), nurses, technicians, medical students, and other health care providers who have a legitimate need for such information in the care and your continued treatment. Different departments may share protected health and financial information about you in order to coordinate specific services, such as prescriptions, lab work and x-rays. St. Elizabeth's also may disclose your protected health and financial information to people outside of St. Elizabeth's who may be involved in your medical or dental care after you leave, such as family members, and others who provide services that are part of your care.

Treatment Alternatives: St. Elizabeth's may use and disclose your protected health and financial information to tell you about or recommend possible treatment options or alternatives that may be of interest to you.

Family/Friends: St. Elizabeth's may release protected health and financial information about you to a friend or family member who is involved in your healthcare. St. Elizabeth's may also give information to someone who helps pay for your care. St. Elizabeth's may also tell your family or friends your condition, and that you are at St. Elizabeth's. In addition, St. Elizabeth's may disclose protected health and financial information about you to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status, and location.

Payment: St. Elizabeth's may release protected health and financial information about you for the purposes of determining coverage, billing, claims management, medical and dental data processing, and reimbursement. The information may be released to an insurance company for the coordination of benefits and to obtain payment under a contract of reinsurance, third party payer, member of the professional medical/dental staff, or other entity (or their authorized representatives) involved in the payment of your medical bill and may include copies or excerpts of your medical record which are necessary for payment of your account. For example, a bill sent to a third party payer that might include information that identifies you, your diagnosis, and the procedures and supplies used.

Routine Healthcare Operations: St. Elizabeth's may use and disclose your protected health and financial information during routine healthcare operations, including quality assurance, utilization review, medical/dental review, internal auditing, accreditation, certification, licensing, or credentialing activities, medical research and educational purposes.

Phone Contact: St. Elizabeth's may use and disclose protected health and financial information to contact you as a reminder that you have an appointment for treatment, medical/dental care at St. Elizabeth's or for an after-care follow-up questionnaire.

Health Related Business and Services: St. Elizabeth's may use and disclose your protected health and financial information to tell you of health-related benefits or services that may be of interest to you. If you do not want this health – related and/or business services, you must notify St. Elizabeth's in writing.

Business Associates: St. Elizabeth's may use and disclose certain protected health and financial information about you to business associates. A business associate is an individual or entity under contract with St. Elizabeth's to perform or assist St. Elizabeth's in a function or activity, which necessitates the use or disclosure of protected health and financial information. Examples of business associates, include, but are not limited to a copy service used by St. Elizabeth's to copy medical records, consultants, accountants, lawyers, medical transcriptions and third-party billing companies. These business associates also have the obligation to protect the confidentiality of your protected health information.

Research: Under certain circumstances, St. Elizabeth's may use and disclose protected health and financial information about you to researchers when their clinical research study has been approved by St. Elizabeth's. While most clinical research studies require specific patient consent, there are some instances where a retrospective record review with no patient contact may be conducted by such researchers. For example, the research project may involve comparing the health and recovery of certain patients with the same medical condition who received one medication to those who received another.

Marketing: St. Elizabeth's may disclose certain contact information to a third party to provide marketing materials and information. (If you do not want to be provided with marketing material and information, notify St. Elizabeth's in writing).

Regulatory Agencies: St. Elizabeth's may disclose your protected health and financial information to a governmental oversight agency for activities authorized by law, including, but not limited to, licensure, certification, audits, investigations and inspections. In addition, St. Elizabeth's may disclose your protected health information to certain private oversight health agencies.

Law Enforcement/Litigation: St. Elizabeth's may disclose your protected health and financial information for law enforcement purposes as required by law or in response to a valid subpoena or court order.

Public Health: As required by law, St. Elizabeth's may disclose your protected health and financial information to public health or legal authorities charged with preventing or controlling disease, injury or disability.

Military/Veterans: St. Elizabeth's may disclose your protected health and financial information as required by military command authorities, if you are a member of the armed forces.

Inmates: If you are an inmate of a correctional institute or under the custody of a law enforcement officer, St. Elizabeth's may release your protected health and financial information to the appropriate correctional institute or law enforcement official.

Required by law: St. Elizabeth's will disclose protected health and financial information about you when required to do so by law. For example, St. Elizabeth's may disclose certain protected health information to those persons who have a risk exposure related to a communicable disease, according to Arizona law.

Other Uses: Any other uses and disclosures not allowed by law or regulations will be made only with your written authorization. If you would ever like to revoke your permission, please notify St. Elizabeth's in writing.

PATIENT HEALTH INFORMATION RIGHTS:

Although all records concerning your treatment are the property of St. Elizabeth's, you have the following rights concerning your protected health and financial information.

Right to Confidential Communications: You have the right to receive confidential communications of your protected health and financial information by alternative means or at alternative locations. For example, you may request that St. Elizabeth's only contact you at work or by mail.

Right to Request and Inspect a Copy: You have the right to request inspection and request a copy of your protected health and financial information. A reasonable fee will be charged for these services.

Right to Amend: You have the right to request an amendment to your protected health and financial information according HIPAA Federal Privacy Law and Regulations.

Right to an Accounting: You have the right to obtain a statement of the disclosures of your protected health and financial information as provided by the HIPAA Federal Privacy Law and Regulations. You have the right to one free accounting in a twelve-month period.

Right to Request Restrictions: You have the right to request restrictions on certain uses and disclosures of your medical record, protected health information as provided by the Federal Privacy Law. St. Elizabeth's may decide not to honor your request.

Right to Receive Copy of this Notice: You have the right to receive a paper copy of this Notice upon request.

Right to Revoke Authorization: You have the right to revoke your authorization to use or disclose your protected health and financial information except to the extent that action has already been taken based on original authorization. A written request revoking the authorization must be submitted in writing to the Program Director of Medical Records at St. Elizabeth's.

FOR MORE INFORMATION OR TO REPORT A PROBLEM:

If you have questions and would like additional information, you may contact the Clinical Program Director. If you believe your privacy rights have been violated, you may file a complaint with St. Elizabeth's or with the Secretary of the Department of Health and Human Services. To file a complaint with St. Elizabeth's, please contact the Clinical Program Director at (520)628-7871. All complaints must be submitted in writing. There will be no retaliation for filing a complaint.

CHANGES TO THIS NOTICE:

St. Elizabeth's will abide by the terms of this notice. St. Elizabeth's reserves the right to change the terms and conditions of this notice at any time.