



## **HIPAA NOTICE OF PRIVACY PRACTICES**

**As required by the Privacy Regulations Promulgated Pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")**

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

This Notice of Privacy Practices describes how SignatureCare may use and disclose your Protected Health Information ("PHI") to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your PHI. PHI is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

### **Uses and Disclosures of Protected Health Information**

Your protected health information may be used and disclosed by our organization, our office staff and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you, to pay your health care bills, to support the operation of the organization, and any other use required by law.

### **Treatment**

SignatureCare will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party. For example, your protected health information may be provided to a physician to whom you have been referred to, to ensure that the physician has the necessary information to diagnose or treat you.

### **Payment**

Your protected health information will be used, as needed, to obtain payment for health care services rendered to you. For example, obtaining approval from your insurance provider for equipment or supplies coverage may require that your relevant protected health information be disclosed to obtain approval for coverage.

### **Healthcare Operations**

SignatureCare may use or disclose, as needed, your protected health information in order to support the healthcare and business activities of our organization. These activities include, but are not limited to, quality assessment activities, employee review activities, accreditation activities, and conducting or arranging for other business activities. SignatureCare staff may call you by name while you are at our facility. SignatureCare staff may also use or disclose your protected health information, as necessary, to contact you to check the status of your equipment.

### **Marketing**

In most circumstances, SignatureCare is required by law to receive your written authorization before using or disclosing your health information for marketing purposes. However, SignatureCare may provide you with general information about our health-related services and with promotional gifts of nominal value.

### **Text (SMS) Message Opt-in**

SignatureCare Emergency Center sometimes communicates with our patients and other website users via text (SMS) messages. Users must opt-in to receive these messages by replying "YES" and can opt out of receiving these messages from us at any time by replying "STOP". Our text (SMS) messages are sent to your mobile phone and are designed to provide you with helpful information, reminders, and notifications. We may use text (SMS) messages to communicate with you for a variety of other purposes as well.

### **Threats to Public Health and Safety**

SignatureCare may use or disclose your PHI to prevent a serious threat to personal health or safety (for example, in the course of an investigation of a physician's license). SignatureCare may disclose your PHI in certain situations to help with public health and safety issues when we are required or permitted to do so, for example to: prevent disease; report adverse reactions to medications; report suspected abuse, neglect or domestic violence; or to prevent or reduce a threat to anyone's health or safety.

### **Workers Compensation**

Your PHI may be disclosed to the extent authorized by and to comply with laws relating to workers compensation or similar programs established by law.

### **Business Associates**

SignatureCare may disclose your PHI to businesses performing services for SignatureCare such as processing claims, data analysis, billing, benefit management, practice management, re-pricing and legal assistance. We will have a written contract in place with the business associate requiring protection of the privacy and security of your protected health information.

### **Individuals Involved in Your Care or Payment**

Unless there is a specific request made to and agreed to by the Privacy Officer at your location/facility, SignatureCare may disclose PHI to a person who is involved in your health care or helps pay for your care, such as a family member or friend to facilitate that person's involvement in caring for you or in payment for your care. SignatureCare may also make these disclosures after your death unless doing so is inconsistent with any prior expressed preference documented by SignatureCare. Upon your death, SignatureCare may disclose your PHI to an administrator, executor, or other individual authorized under law to act on behalf of your estate. If you are a minor, SignatureCare may release your PHI to your parents or legal guardians when permitted or required by law.

### **Disaster Relief Efforts**

SignatureCare may disclose your PHI to an entity assisting in a disaster relief effort so your family can be notified about your condition, status and location.

### **Military and Veterans**

If you are or were a member of the armed forces, SignatureCare may release PHI about you to military command authorities as authorized or required by law.

### **SignatureCare may use or disclose your protected health information in the following situations without your authorization.**

As required by law, public health issues as required by law, communicable diseases, health oversight, abuse or neglect, food and drug administration requirements, legal proceedings, law enforcement, criminal activity, inmates, military activity, national security, and workers' compensation. In addition, under the law, SignatureCare must make disclosures to you and when required by the Secretary of the Department of Health and Human Services, to investigate or determine our compliance with the requirements of Section 164.500.

### **Other permitted and required uses and disclosures will be made only with your consent, authorization or opportunity to object, unless required by law.**

You may revoke this authorization, at any time, in writing, except to the extent that your physician or SignatureCare has taken an action in reliance on the use or disclosure indicated in the authorization.

## **Your Rights**

### **1. You have the right to inspect and copy your protected health information.**

You have the right to access, inspect, and/or receive paper and/or electronic copies of the PHI that we maintain about you, with limited exceptions. Upon written request, SignatureCare will provide an individual with access to their PHI within 30 calendar days of receiving the request.

If you request paper copies, SignatureCare will charge you our standard copying fee for each page, and postage if you want the copies mailed to you. If you request an alternative format, SignatureCare will charge a reasonable costbased fee for providing your PHI in that format. If you prefer, SignatureCare will prepare a summary or an explanation of your PHI for a fee.

Under federal law, however, you may not inspect or copy the following records: psychotherapy notes, information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and protected health information that is subject to law that prohibits access to protected health information.

### **2. You have the right to request a restriction of your protected health information.**

You have the right to request that SignatureCare place additional restrictions on our use or disclosure of your PHI for treatment, payment and healthcare operations purposes. Depending on the circumstances of your request we may, or may not agree to those restrictions. If we do agree to your requested restrictions we must abide by those restrictions, except in emergency treatment scenarios.

This means you may ask SignatureCare not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply to.

SignatureCare is not required to agree to a restriction that you request. If SignatureCare believes it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. You then have the right to use another Healthcare Professional.

### **3. You have the right to request to receive confidential communications from us by alternative means or at an alternative location.**

You have the right to request that we communicate with you about your PHI by alternative means or to alternative locations (e.g., at your place of business rather than at your home). Such requests must be made in writing, must specify the alternative means or location, and

must provide a satisfactory explanation for how communication should be handled under the alternative means or location you request.

This means you have the right to obtain a paper copy of this notice from us, upon request, even if you have agreed to accept this notice alternatively, e.g., electronically.

#### **4. You have the right to have SignatureCare amend your protected health information.**

You have the right to request that SignatureCare amends your PHI. Such requests must be made in writing, and must explain why the information should be amended. SignatureCare is not obligated to make all requested amendments but will give each request careful consideration. All amendment requests, in order to be considered by us, must be in writing and signed by you or your representative, and must state the reasons for the amendment's correction request. If an amendment or correction you request is made by SignatureCare, we may also notify others who work with us and have copies of the uncorrected record if we believe that such notification is necessary. Please note that even if we accept your request, we may not delete any information already documented in your health records.

If SignatureCare denies your request for amendment, you have the right to file a statement of disagreement with SignatureCare and SignatureCare may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

#### **5. You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information.**

Upon written request, you have the right to receive a list of instances in which we or our business associates disclosed your PHI for purposes, other than treatment, payment, healthcare operations and other activities authorized by you, for the last 6 years. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. SignatureCare reserves the right to change the terms of this notice and will inform you by mail of any changes. You then have the right to object or withdraw as provided in this notice.

#### **Breach Notification**

SignatureCare is required to notify you in writing of any breach of your secured PHI as soon as possible, but in any event, no later than 60 days after SignatureCare discovers the breach.

#### **Paper Copy of this Notice**

You have the right to a paper copy of this Notice. You may ask SignatureCare to give you a copy of this Notice at any time. Even if you receive this Notice electronically, you are still entitled to a paper copy.

## **Complaints**

You may complain to SignatureCare or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by SignatureCare or a SignatureCare staff member. You may file a complaint with SignatureCare by notifying our Privacy Officer of your complaint. **You will not be retaliated against for filing a complaint.**

**SignatureCare is required by law** to maintain the privacy of, and provide individuals with, this notice of legal duties and privacy practices with respect to protected health information, if you have any questions concerning or objections to this form, please ask to speak with our Privacy Officer in person or by phone at 832-662-5469.

Associated companies with whom SignatureCare may do business, such as an answering service or delivery service, are given only enough information to provide the necessary service to you. No medical information is provided.

## **Your Comments**

Please feel free to contact SignatureCare if you have any questions regarding your protected health information. SignatureCare's goal is always to provide you with the highest quality services. You may contact the facility you received treatment at, or you may contact us at our main office by mail at 11490 Westheimer Road, Suite 1000, Houston, Texas 77077 or by phone at 832-662-5469.