

HIPAA PRIVACY STATEMENT

COLUMBUS AREA SPEECH THERAPY, INC.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU OR YOUR CHILD MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW THIS NOTICE CAREFULLY.

If you have any questions about this notice, please contact Jennifer Ujcich at 3693 Hilliard Station Road, Hilliard, Ohio 43026, (614) 657-5673.

1. WHO IS COVERED BY THIS NOTICE.

This notice describes Columbus Area Speech Therapy, Inc.'s practices and that of:

- Any health care professional authorized to enter information into your medical record maintained by Columbus Area Speech Therapy, Inc.
- All employees, staff, and students who participate in speech therapy services.

These entities, sites and locations may share health information with each other for treatment, payment or health system operations purposes as described in this notice.

2. OUR PLEDGE REGARDING MEDICAL INFORMATION.

We understand and respect that health information is personal. We are committed to protecting health information about you and your child. This notice describes the privacy practices for Columbus Area Speech Therapy, Inc. We create a record of the care and services you receive from Columbus Area Speech Therapy, Inc. We need this record to provide you with quality care and to comply with certain legal requirements.

This notice will tell you about the ways in which we may use and disclose health information about you or your child. We also describe your rights and certain obligations that we have regarding the use and disclosure of health information. We are required by law to:

- Make sure that information that identifies you or your child is kept private;
- Give you this notice of our legal duties and privacy practices with respect to health information about you or your child; and
- Follow the terms of the notice that is currently in effect.

3. HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU OR YOUR CHILD.

The following categories describe different ways that we use and disclose health information. For each category of uses or disclosures, we will explain what it means and provide examples for each category. Not every use or disclosure will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

For Treatment: We may use or disclose health information about you or your child to provide you or your child with speech-language pathology treatment and/or services. We may disclose health information about you or your child to a physician or other healthcare provider, providing treatment to you.

For Payment: We may use or disclose health information about you or your child so that that the treatment and services you receive at our office may be billed, reimbursed, or paid and/or payment collected from, an insurance company, you or a third party. For example, we may need to share information about procedures or charges with an insurance company, so that eligibility for payment may be determined. We may also share your health information in order to facilitate payment to another provider who has participated in your care.

For Health Care Operations: We may use and disclose health information for health systems operations and management of our practice. These uses and disclosures are necessary to run the operation and make sure that all of our patients receive quality care. In addition, we may need to disclose some information to accountants, attorneys or other agencies to ensure we are complying with laws that affect Columbus Area Speech Therapy, Inc.'s practices and procedures.

Appointment Reminders: We may use or disclose health information to contact you as a reminder that you have an appointment for treatment or evaluation, or to set up appointments. If you do not wish to receive appointment reminders, be sure to tell your health care provider.

Health-Related Benefits and Services: We may use or disclose health information to tell you about health-related benefits or services which may be of interest to you.

Individuals Involved in Your Care or Payment for Your Care: We may release health information about you to a family member or other designated person who is involved in your health and medical care. We may also give health information to someone who helps pay for your care. We may also disclose your condition or your child's condition to family members if needed.

Research: From time to time, we may disclose information about you or your child for research purposes. For example, we may conduct or participate in a research project examining the effectiveness of a particular program or technique. Any project requiring disclosure of information will have already passed through an approval process prior to such disclosure occurring.

To Avert a Serious Threat to Health or Safety: We may use or disclose information about you or your child when necessary to prevent a serious threat to the health and safety of you, your child or any other person. Such disclosure, however, would only be made to a person or agency in a position to help prevent such threat.

For Special Purposes: We may disclose information about you or your child for special purposes as permitted or required by law, including the following:

- (A) **Public Health Risks:** To public health authorities for purposes relating to (i) preventing or controlling disease, injury or disability; (ii) reporting medical device safety issues and

- adverse events to the federal Food and Drug Administration's MedWatch program; and (iii) reporting disease or infection exposure.
- (B) Aversion of Serious Threat to Health or Safety: To prevent a serious threat to your health and safety, your child's health and safety, or the health and safety of the public or another person.
 - (C) Workers' Compensation: For purposes of worker's compensation or rehabilitative activities reporting as required by law or insurers in order to provide benefits for work-related or victim injuries or illnesses.
 - (D) Victims of Abuse, Neglect, or Domestic Violence: Pertinent information to government agencies authorized by law to receive reports of abuse, neglect or other domestic violence if we believe that you or your child are or have been such a victim.
 - (E) Health Oversight Activities: To a health oversight agency for activities authorized by law. These oversight activities include, for example and not to be construed as an exhaustive list of such activities, audits, investigations, inspections, and licensure.
 - (F) Judicial and Administrative Proceedings: In the course of an administrative or judicial proceeding, such as in a response to a court order.
 - (G) Law Enforcement: To law enforcement, if asked to do so to (i) identify or locate a suspect, fugitive, material witness or missing person; (ii) provide information about a victim of a crime, if, under certain circumstances we are unable to obtain the person's agreement; (iii) provide information about a death that may be the result of criminal conduct; (iv) provide information about criminal conduct in general; and (v) in emergency circumstances, report a crime, the location of the crime or victims, or the identity, description, or location of the person who committed the crime.
 - (H) Specialized Government Functions: To federal officials for national security and intelligence, military or veteran's activities as required by law.
 - (I) Coroners; Medical Examiners; Funeral Directors: To a coroner, medical examiner, or a funeral director as necessary to carry out their duties, including but not limited to identifying a deceased person or the determination of the time of death of such deceased person.
 - (J) Organ Donations: As necessary to facilitate organ or tissue donation or transplant, any reports on such organ or tissue donation or transplant as required by regulatory organizations.
 - (K) Inmates: If you or your child is an inmate at a correctional facility under the custody of a law enforcement official, information to (i) ensure the institution provides you or your child with the appropriate care; (ii) to protect the health and safety of you and/or your child; or (iii) for the safety and security of the institution.

4. USE OF HEALTH INFORMATION REQUIRING AUTHORIZATION

Disclosures of health information that are not related to treatment, payment or healthcare operations, or are not otherwise covered by this notice can be made only with your specific written authorization. You

may revoke that authorization in writing at any time and such revocation shall be effective upon our receipt of such notice. Receipt of notice is defined as follows: (i) delivered by hand to the address above stated, (ii) three (3) days after notice is sent by certified mail return receipt requested; (iii) seven (7) days after notice is deposited with a national mail courier. Receipt will not be deemed to have occurred if any of the aforementioned methods are sent or hand delivered to an address other than that which is provided above, or otherwise updated and provided to you by Columbus Area Speech Therapy, Inc. in writing.

If you revoke your permission, we will no longer use or disclose health information about you or your child for the reasons addressed and covered by your written authorization. However, you understand that we are unable to take back any disclosures already made prior to the revocation of authorization, and that we are required to retain our records of the care we provide to you.

5. YOUR RIGHTS REGARDING HEALTH INFORMATION ABOUT YOU

You have the following rights regarding health information we maintain about you:

- (A) Right to Inspect and Copy: You have the right to inspect and obtain a copy of your health information that may be used to make decisions about your care. In order to inspect such health information which may be used to make decisions about you or your child, or to make copies thereof, you must submit your request in writing to us pursuant to Section 6 of this notice. We reserve the right to charge a fee for the cost of copying, mailing, or other supplies associated with your request.

This information may consist of therapy, medical, and billing records, but does not include psychotherapy notes, information compiled for use in or created in anticipation of a civil, criminal or administrative action or proceeding, or certain lab test results subject to the Clinical Laboratories Improvement Act of 1988.

- (B) Right to Amend: In the event you feel the health information we have about you or your child is incorrect or incomplete, you may request that the record be amended in writing. Such request must be accompanied by statements in support of your request.

We may deny your request for an amendment in the event you ask us to amend information that: (i) is not part of the information which you would be permitted to inspect and copy; or (ii) we believe is accurate and complete.

- (C) Right to Appeal a Denial of Access to Health Information: In the event your health provider determines that access to your health information is likely, for clearly stated treatment reasons, to have an adverse effect on you, we may deny your request to access your or your child's health information.

We may deny access to without review if you are denied access to information compiled for use in or created in anticipation of a civil, criminal or administrative action or proceeding.

A licensed health care professional chosen by us will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with any outcome rendered by such review.

- (D) Right to an Accounting of Disclosures: You have the right to request an “accounting of disclosures.” This is a list of certain disclosures we made of health information concerning you and your child which are not related to treatment, payment or health care operations, and for which we are not required to obtain your authorization as enumerated in this notice. Further, your request must: (i) tell us the calendar dates you wish to receive an accounting of, and may not include more than six (6) years of information; (ii) indicate in which form you wish to receive the list (i.e. paper copy or electronic).

Charges: No charges will be assessed to you for the first list you request within a twelve (12) month period. However, we reserve the right in our sole discretion to charge you for the costs associated with providing any additional lists. In the event costs will be assessed to you as a result of your request for a list, we will notify you of such costs. You are able to withdraw or modify your request upon notification of such costs and before any costs are incurred; however, any modifications thereafter notification of such costs and after costs have begun accruing on behalf of your request, shall be subject to additional costs assessed to you. Any withdrawal thereafter notification of such costs and after costs have begun accruing on behalf of your request shall still be subject to the costs associated with such request until we receive notice of your withdrawal.

- (E) Right to Request Confidential Communications: You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. Further, your request must expressly state how or where you wish to be contacted. We will accommodate all reasonable requests.
- (F) Right to Request Restrictions: You have the right to request a restriction or limitation on the health information we use or disclose about you for treatment, payment or health care operations. Further, you 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. This subsection (F) does not require Columbus Area Speech Therapy, Inc. to adhere and agree to your request. We will honor reasonable requests only. In the event we do agree, we will comply with your request unless such information is needed to provide you emergency treatment.
- (G) Right to a Paper Copy of this Notice: You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time, even if you agreed to receive this notice electronically. You may also print this notice from our website at www.ColumbusAreaSpeechTherapy.com.

6. REQUESTS IN WRITING; NOTICE

Unless otherwise stated in this notice, any requests or other form of communication you wish to have with Columbus Area Speech Therapy, Inc. shall be in writing. These writings you must submit to Columbus Area Speech Therapy, Inc. shall be provided to us in the following manner:

- (A) Hand delivery;
- (B) Certified mail, return receipt requested ;
- (C) National mail courier.

Hand delivery shall be deemed delivered and received upon delivery to Columbus Area Speech Therapy, Inc. Certified mail, return receipt requested shall be deemed delivered three (3) days after deposit with the mail carrier. National mail courier shall be deemed delivered seven (7) days after deposit with such national mail courier.

Receipt will not be deemed to have occurred if any of the aforementioned methods are sent or hand delivered to an address other than *3693 Hilliard Station Road, Hilliard, Ohio 43026*, or otherwise updated and provided to you by Columbus Area Speech Therapy, Inc. in writing.

7. CHANGES TO THIS NOTICE

We reserve the right to change this notice without advance notice to you. Further, we reserve the right to make the revised or changed notice effective for health information we already have obtained about you or your child. Current copies of this notice will be available at any time via our website at www.ColumbusAreaSpeechTherapy.com as well as at *3693 Hilliard Station Road, Hilliard, Ohio 43026* during business hours (i.e. 8am to 6pm Monday through Friday). The effective date of this notice is the date above listed in the top right-hand corner of this notice.

8. COMPLAINTS

If you believe your rights have been violated, you may file a complaint with us or with the Secretary of the Department of Health and Human Services. To file a complaint with us, your complaint must be submitted pursuant to the provisions in Section 6 of this notice. If you wish to discuss your complaint, please call Jennifer Ujcich at (614) 657-5673. You will not be penalized in any manner for filing a complaint.