

Total Chiropractic of North Syracuse, PLLC
451 South Main Street
North Syracuse, NY 13212

**NOTICE OF PRIVACY PRACTICES FOR
PROTECTED HEALTH INFORMATION**

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.

Our Obligations

We are required by law to: *Maintain the privacy of protected health information
*Give you the notice of your legal duties and privacy practices regarding health information about you
*Follow the terms of our notice that is currently in effect

I. Uses and Disclosures

A. We may use or disclose your protected health information without your written consent, written authorization or oral agreement for the following purposes:

Treatment. *Example:* We may use your health information within our office to provide health care services to you or we may disclose your health information to another provider if it is necessary to refer you to them for services.

Payment. *Example:* We may disclose your health information to a third party such as an insurance carrier, an HMO, a PPO, or your employer, in order to obtain payment for services provided to you.

Health Care Operations. *Example:* We may use your health information to conduct internal quality assessment and improvement activities and for business management and general administrative activities.

The Omnibus Rule: *Authorization is required for uses and disclosures of PHI for marketing purposes and disclosures that constitute a sale of PHI. If the Covered Entity records or maintains psychotherapy notes, it must also include a statement indicating that authorization is required for most uses and disclosures of those notes.

*Uses and disclosures not described in the NPP will be made only with authorization from the individual to whom the PHI relates.

*Fundraising communications and an individual's right to opt out of receiving such communications, if a Covered Entity intends to contact an individual to raise funds for the Covered Entity.

*Individuals will be notified following a breach of unsecured PHI.

B. We may use or disclose your protected health information without your written consent, written authorization or oral agreement under the following circumstances:

Appointment Reminders, Treatment Alternatives, and Health Related Benefits and Services. We may use and disclose Health Information to contact you and remind you that you have an appointment with us. We also may use and disclose Health Information to tell you about treatment alternatives or health related benefits and services that may be of interest to you.

Individuals Involved in Your Care or Payment for Your Care. When appropriate, we may share Health Information with a person who is involved in your medical care or payment for your care, such as your family or a close friend. We also may notify your family about your location or general condition or disclose such information to an entity assisting in a disaster relief effort.

Business Associates. We may disclose Health Information to our business associates that perform functions on our behalf or to provide us with services if the information is necessary for such functions or services. For example, we may use another company to perform billing services on our behalf. All of our business associates are obligated to protect the privacy of your information and are not allowed to use or disclose any information other than that as specific in our contract.

Military and Veterans: If you are a member of the armed forces, we may use or release Health Information as required by military command authorities. We also may release Health Information to the appropriate foreign military authority if you are a member of a foreign military.

Protective Services and Intelligence Activities: We may release Health Information to authorized federal officials so they may provide protection to the President, other authorized persons, or foreign heads of state, or to conduct special investigations.

- *If we provide services to you in an emergency treatment situation.
- *If we are required by law to provide services to you and we were unable to obtain your consent after attempting to do so.
- *If there are substantial barriers to communication and we determine, in the exercise of our professional judgment, that you intend for us to treat you.
- *If we need to notify, or assist in the notification of, a family member, personal representative or another person responsible for your care, general condition or death.
- *If we are required by law to disclose your health information to a public health authority that is authorized to receive information for the purposes of preventing or controlling disease, injury or disability.
- *If we are required by law to disclose your health information to a public health or other government authority that is authorized to receive reports of child abuse or neglect.
- *If we are required to disclose your health information to the Food and Drug Administration.
- *If we are required to disclose your health information to your employer to evaluate whether you have a work-related injury or illness.
- *If we are required by law to disclose your health information to a government authority authorized to receive reports of abuse, neglect or domestic violence.
- * If we are required to disclose your health information to a health oversight agency for oversight activities required by law.
- *If we are required to disclose your health information in response to a court order or a subpoena.
- *If we are required to disclose your health information to a law enforcement official.
- *If we are required to disclose your health information to a coroner, medical examiner or funeral director.
- *For research purposes.
- *If we, in good faith, believe that the use or disclosure of your health information is necessary to prevent a serious threat to the health or safety of others.
- *If we are authorized by law to disclose your health information to comply with laws established to provide benefits for work-related injuries or illnesses.
- *If we provide services to you while you are an inmate.

With the exception of the above circumstances, any use or disclosure of your health information will be made only with your written authorization. Your written authorization may be revoked, in writing, at any time except to the extent that we have provided services or taken action in reliance on your authorization.

II. Your Rights

Right to Request Restrictions. You have the right to request restrictions on certain uses and disclosures of your health information. However, we are not required to agree to the requested restrictions. Your request to limit the use and/or disclosure of your health information must be made in writing to our Privacy Official.

Right to Receive Confidential Communications. You have the right to receive confidential communications concerning your health information. Your request to receive confidential communications must be made in writing to our Privacy Official. We will accommodate all reasonable requests by you to receive your health information at a place other than your home address or by means other than regular mail.

Right to Inspect and/or Copy. You have the right to inspect and/or copy certain health information for as long as that information remains in your record. Your request to inspect and/or copy your health information must be made in writing to our Privacy Official.

Right to Amend. You have the right to request that we amend certain health information for as long as that information remains in your record. Your request to amend your health information must be made in writing to our Privacy Official and you must provide a reason to support the requested amendment.

Right to Receive an Accounting. You have the right to receive an accounting of our disclosures of your health information made six years prior to the date of your request. We will provide you with the first accounting in any 12 month period at no charge. There will be a fee charged for any subsequent request. Your request to receive an accounting must be made in writing to our Privacy Official. The accounting will not include the following disclosures:

- *Disclosures made to carry out treatment, payment and health care operations;
- *Disclosures made to you;
- *Disclosures made in our facility directory;
- *Disclosures made to individuals involved with your care;
- *Disclosures made for national security or intelligence purposes;
- *Disclosures made to correctional institutions or law enforcement officials; and
- *Disclosures made prior to the compliance date of the HIPAA Privacy Rule.

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

III. Our Duties

We are required by law to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to your protected health information.

We must abide by the terms of this Notice while it is in effect. However, we reserve the right to change the terms of this Notice and to make the new notice provisions effective for all of the protected health information that we maintain. If we make a change in the terms of this Notice, we will notify you in writing and provide you with a paper copy of the new Notice, upon request.

IV. Complaints

You may complain to us and to the Secretary of Health and Human Services if you believe your privacy rights have been violated. You may file a complaint with us by writing to our Privacy Official at the address that follows. We will not take any action against you for filing a complaint.

V. How to Contact Us

If you would like further information about our privacy practices, please contact our HIPAA Privacy Officer at:

Total Chiropractic of North Syracuse, PLLC

451 South Main Street

North Syracuse, NY 13212

Attn: Dr. Scott T. Kozlowski: Privacy Officer

(315) 214-0404

Effective Date of Notice: **June 1, 2012**

451 South Main Street · North Syracuse, NY 13212

Phone: (315) 214-0404 · Fax: (315) 214-0405

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