



Notice of Privacy Practices for Protected Health Information

The effective date of this notice is 04/14/2003.

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.

In compliance with the federal law known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), The Birmingham Pain Center has established privacy policies and procedures relating to the protected health information of our patients. Protected health information is information related to your past, present, or future physical or mental health or condition, or payment for such, in which you personally could be identified. HIPAA requires that providers must maintain the privacy of protected health information, provide a notice of their legal duties and privacy practices, and abide by the terms of the privacy notice currently in effect.

If you have any questions about our privacy practices or any of the information contained in this Notice of Privacy Practices for Protected Health Information ("Notice"), or wish to register any complaints related to our privacy practices, you should contact:

Privacy Official of The Birmingham Pain Center
7500 Hugh Daniel Drive, Suite 300
Birmingham, AL 35242
(205) 313-7246

We will supply a written copy of this Notice to any person requesting it, whether or not they are a current patient. All patients will be given a copy of this Notice at the time of the first service provided to them following the effective date listed above. This Notice will be posted prominently and copies will be made available in our office.

We reserve the right to make changes to our Notice and have any new provisions become effective for all protected health information we maintain. If we make any material changes to the uses or disclosures of protected health information, the individual's rights, our legal duties, or other privacy practices stated in this Notice, this Notice will be revised. The revised Notice will be posted prominently in our office, and we will make the revised Notice available to anyone who requests a copy.

Your Rights as a Patient

With respect to your protected health information, you (or your personal representative, with legal authorization) have certain rights:

1. to obtain a paper copy of this Notice of Privacy Practices for Protected Health Information upon request;
2. to revoke your consents or authorizations;
3. to inspect and obtain a copy of the health information that is used to make individual healthcare decisions about you (so called "designated record sets");
4. to appeal decisions we make regarding denial of access to your records;
5. to request amendments to your health record;
6. to dispute decisions we make regarding denial of amendments to your records;
7. to request restrictions on certain uses and disclosures;
8. to request that confidential communications take place by alternative means or to alternative locations;
9. to obtain an accounting of disclosures;
10. to lodge a complaint with us or with the Secretary of Health and Human Services if you believe there has been a HIPAA privacy violation, without fear of retaliation, coercion, or intimidation.

Acknowledgment of Receipt of this Notice of Privacy Practices

We will make a good faith effort to provide you with a paper copy of this Notice of Privacy Practices and obtain a written acknowledgment from you. If we are unable to obtain such acknowledgment, we will document the reason.

Use of Protected Health Information

Under HIPAA, we are permitted to carry out the following activities involving the use of your protected health information. (Examples listed are meant to be illustrative, not inclusive.)

1. Treatment - things we do to provide for your healthcare
 - a. Document your history, physical findings, observations, and test results in your medical record;
 - b. Record diagnoses and planned treatment or further evaluations;
 - c. Communicate this information to other health providers as required to provide for your healthcare.
2. Payment - things we do to receive payment from third parties for the services we render to you
 - a. Send a bill to a third party payer, such as your insurance company or health plan;
 - b. Include information about your health that is required for us to receive payment.
3. Operations - things we do to conduct our business, and to evaluate the quality and efficiency of these processes
 - a. Contract with copy and transcription services;
 - b. Contract with legal, actuarial, secretarial, accounting, consulting, management, administrative accreditation, data aggregation, or financial services;
 - c. Assess patient outcomes;
 - d. Transfer, sell, consolidate, or merge our practice;
 - e. Evaluate provider performance.

We are also permitted to use or disclose your protected health information for treatment activities by any healthcare provider. We may disclose such information to another covered entity or any healthcare provider for their payment purposes. We may disclose relevant information to another covered entity, with whom you currently have or previously had a relationship, for healthcare operations such as quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management and care coordination, conducting training programs, and accreditation, licensing, or credentialing activities, or for the purpose of health care fraud and abuse detection or compliance. Such use, as described in this paragraph, is governed by minimum necessary disclosure standards.

We will institute appropriate administrative, technical, and physical safeguards to protect the privacy of your protected health information from intentional or unintentional use and disclosure that is not authorized under HIPAA. During permitted activities related to treatment, payment, and operations, certain

unavoidable, limited, and incidental disclosures of protected health information may occur, such as overhearing a conversation. Under HIPAA, such disclosures are permissible, and are not subject to reporting in any accounting of disclosures.

In the course of routine treatment, payment, or operations we may need to supply your health information to persons or businesses that are not covered by HIPAA regulations. HIPAA mandates that we require these so-called "business associates" to sign a contract with us in which they agree:

1. not to use or further disclose this information other than that permitted by the contract or required by law;
2. to report to us any use or disclosure outside the scope of this contract;
3. to ensure that if they use any agents or subcontractors, that those individuals agree to the same restrictions that apply to them;
4. to make its internal practices, books, and records relating to the use and disclosure of protected health information available to the Department of Health and Human Services for purposes of determining our compliance with HIPAA;
5. to observe any restrictions on the use or disclosure of your protected health information you requested that we agreed to honor;
6. to apply any amendments to your protected health information to which we agree;
7. to return or destroy the protected health information, if possible, at the termination of the contract.

Disclosures of Protected Health Information Requiring Your Authorization

Most disclosures of your protected health information that are not part of treatment, payment, or operations require specific authorization by you or your personal representative. Such authorizations must include a description of the information to be disclosed, who is authorized to make the disclosure, who is authorized to receive the disclosure, the purpose of the disclosure, an expiration date or event related to the disclosure, a dated signature by the subject of the disclosure or a personal representative, and, if signed by a representative, a description of his or her authority to act on your behalf. If you request the disclosure, you may indicate "at the request of the individual" as the reason for the disclosure. Any authorizations we initiate will be written in plain language, will list the specific reason for the request, and will inform you that you can revoke the authorization in writing. You will be provided a copy of any disclosures we initiate. Protected health information that is disclosed to a third party potentially may lose its protection against redisclosure. Authorizations lacking essential elements are considered invalid under HIPAA. You may revoke a written authorization at any time, in writing, except to the extent that your physician or your physician's office has taken action in reliance upon the use or disclosure indicated in the authorization.

You may refuse to provide an authorization that we request, and treatment or payment generally cannot be conditioned on signing such authorizations, with a few exceptions:

- If you wish to participate in research-related treatment as part of a clinical trial, care can be conditioned on your agreeing to the disclosure of protected health information required for the conduct of the trial.

- If we will be providing treatment for the sole purpose of creating protected health information for the benefit of a third party, such as an employee fitness evaluation under contract with an employer, we may refuse to conduct the exam if you do not authorize us to disclose the results of the exam to this third party.

Disclosures of Protected Health Information Not Requiring Your Authorization

We follow HIPAA regulations with respect to the scope and context in which disclosures of your protected health information can be made without your authorization. The following list summarizes the individuals or entities to which disclosures of your protected health information can be made, under certain specific circumstances described in detail by HIPAA, without your written consent or authorization:

- to public health authorities authorized by law to collect or receive information for the purpose of preventing or controlling disease, injury, or disability, recording vital statistics, conducting public health surveillance, investigations, and interventions, monitoring child abuse and neglect;
- to the Food and Drug Administration or to a person subject to the jurisdiction of the FDA to report activities related to the quality, safety, or effectiveness of such FDA-regulated product or activity such as adverse events, product defects or problems, biological product deviations, product tracking, to enable product recall, repairs or replacements, and post-marketing surveillance;
- to your employer, related to medical surveillance of the marketplace or if you have a work-related illness or injury;
- to authorized government authorities if you are a victim of abuse, neglect, or domestic violence;
- to health oversight agencies authorized by law to oversee the healthcare system, government benefit and other regulatory programs, and determine compliance of entities subject to government regulatory programs or civil rights laws for which health information is necessary;
- by orders of courts, administrative tribunals, subpoenas, and lawful discovery requests;
- to law enforcement officials in the conduct of their official duties related to the identification and apprehension of criminals, witnesses and material witnesses, identification of victims, their investigations of crimes, and legal requirements to report certain types of wounds or physical injuries;
- to coroners and medical examiners for the purpose of identifying deceased persons or determining a cause of death;
- to funeral directors, as necessary to carry out their duties;
- to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of cadaveric organs, eyes, or tissues for the purposes of facilitating organ, eye or tissue donation and transplantation;
- to researchers, subject to the approval of a waiver of authorization by an institutional review board or a privacy board meeting the legal requirements of such organizations, subject to specific requirements, or solely for the purpose of preparing a research protocol or similar purposes preparatory to research, subject to such representations by the researcher;]
- to appropriate military command authorities for individuals who are members of the Armed Forces as deemed necessary to assure the proper execution of a military mission;
- to the Department of Veterans Affairs, the protected health information of members of the Armed Forces upon separation or discharge from the military service, or of veterans for the purpose of a determination of eligibility for or an entitlement to benefits under laws administered by the Secretary of Veterans Affairs;
- to foreign military authorities the protected health information of foreign military personnel for the same purposes permitted for such disclosure of protected health information by members of Armed Forces of the United States;
- to authorized federal officials for the conduct of lawful intelligence, counterintelligence, and other national security activities authorized by the National Security Act and implementing authority;
- to correctional institutions or a law enforcement official having lawful custody of an inmate to maintain the health and safety of the individual, other inmates, personnel at the correctional facility or responsible for their transport, and as needed to promote the safety, security, and good order of the correctional facility;
- to authorized individuals to the extent necessary to comply with laws relating to workers' compensation or other similar programs that provide benefits for work-related injuries or illness without regard to fault;
- to business associates or an institutionally related foundation for the purpose of fundraising, limited to demographic information relating to an individual and the dates of healthcare provided to an individual

In addition, protected health information may be released by a "whistleblower" to an approved health oversight agency, public health authority, or attorney, provided that the "whistleblower" believes in good faith that we have engaged in unlawful conduct or have otherwise violated professional or clinical standards and are potentially endangering one or more patients, workers or the public.

Communication to You of Confidential Information by Alternative Means

1. We will accommodate your reasonable requests to confidentially communicate health information by alternative means or at alternative locations without requiring an explanation for the basis of the request. However, your request should contain specification of requested alternate means of communication.
2. Your requests to have your confidential communications by an alternative means or at an alternative location must be made in writing.

3. If we will incur any additional costs as a result of meeting your request for confidential communications by an alternative means or at an alternative location, we can condition the satisfaction of your request on how you plan to reimburse us for these expenses.

Restrictions to Use and Disclosure

You may request restrictions to the use or disclosure of your protected health information, in writing.

1. We are not required under HIPAA to honor any restrictions you request to the use or disclosure of your protected health information, only that we must consider them.
2. We will notify you in writing if we do not agree to accept a requested restriction.
3. We will document any restrictions to the use or disclosure of protected health information you request and to which we agree.
4. We will not use or disclose any health information that we have agreed to restrict, except as required for emergency treatment for which the restricted health information is required, or as otherwise required by law.
5. If we make a disclosure of protected health information that we had agreed to restrict to another party in order to carry out emergency treatment, we will request that party not to further disclose or use that information.
6. We will only disclose your protected health information upon written authorization, except as otherwise prescribed by law, or as outlined in this notice.
7. We will only disclose or use the minimum necessary amount of your protected health information necessary to accomplish an intended goal; however, if you authorize that a disclosure be made to yourself or to a third party, then the minimum necessary standard does not apply.
8. Your entire medical record will only be used or disclosed if it is specifically justified that the entire record is the amount that is reasonably necessary to accomplish the purpose of the use, disclosure, or request.
9. You may terminate any restrictions to the use or disclosure of protected health information orally or in writing.
10. We can terminate future restrictions to the use or disclosure of protected health information to which we had previously agreed by notifying you in writing that we are terminating the restriction.

Access to Protected Health Information

1. Requests for access to your protected health information must be made in writing.
2. We will respond in writing, with an acceptance or denial, to requests for access to protected health information within 30 days of receipt of the request. If the information requested is not accessible to us within 30 days, we can extend the time once for an additional 30 days if we provide you with a reason for the extension and the date by which we anticipate completing our action on your request.
3. If we agree to provide you access to your protected health information, we will do so in the format you request, if such format is readily producible, otherwise, we will provide the information in a readable hard copy format or other format that is mutually agreeable. If you wish, we will arrange for you to gain access to the protected health information at a convenient time and place, to receive a copy, or to have a copy mailed to you.
4. In lieu of providing access to your protected health information, we may provide you with a summary or explanation of the protected health information requested, provided that you agree in advance to receive the information in this format, and you agree in advance to any fees we may impose, if any, for providing such summaries or explanations.
5. If we deny you access to the requested protected health information, in whole or in part, we will, to the extent possible, give you access to that portion of the protected health information that is not subject to our denial of access.
6. If we deny you access to your protected health information, we will provide you with a written explanation, in plain language, of the basis for the denial, a statement of your review rights and how to exercise such review rights, and how to register a complaint with us and/or the Secretary of Health and Human Services.
7. If we do not maintain the protected health information requested, and we know where the requested information is maintained, we will inform you where to direct the request for access.
8. If you request copies of your medical records we may charge you reasonable copying costs, including labor, as well as for postage if you request that these records be mailed to you.
9. If we deny your request for access to your protected health, such denial is not subject to review under the following circumstances
 - a. where the protected information is excepted from the right of access under HIPAA, such as, but not limited to, psychotherapy notes and information completed for use in or in reasonable anticipation of any civil, criminal, or administrative proceedings;
 - b. where the protected health information was obtained from a non healthcare provider under a promise of confidentiality, and the access requested would be reasonably likely to reveal the source of the information;
 - c. if we are subject to the Clinical Laboratory Improvements Amendments of 1988, 42 U.S.C. 263a to the extent that provision of access is prohibited by law; or
 - d. if we are exempt from the Clinical Laboratory Improvements Amendments of 1988, pursuant to 42 U.S.C. 493.3(a)(2.)
10. Subject to the exceptions listed in paragraph 9 above, if we deny you access to your protected health information, you have the right to have this denial reviewed under the following circumstances:
 - a. where the denial was because a licensed healthcare professional has determined that such access is reasonably likely to endanger the life or physical safety of you or another person;
 - b. where the denial was because the protected health information makes reference to another person and a licensed health professional has determined that access is reasonably likely to cause substantial harm to that person; or
 - c. where the denial was because the request was made by the individual's personal representative and a licensed healthcare professional has determined that access is reasonably likely to cause substantial harm to the individual or another person.
11. In the event of a denial that is reviewable, and upon receiving a written request for a review of the denial, we will have the denial reviewed by a designated licensed healthcare professional who was not involved in the denial decision. He or she will conduct a review within a reasonable period of time. The final determination or decision of the reviewing official, which we will follow, will be communicated to you in writing..

Amendments to Medical Records

1. You must make requests to amend your medical records in writing.
2. You must provide a reason to support any amendments you request to your medical records.
3. We may deny your request to amend your medical records:
 - a. if we did not create the protected health information that you are seeking to amend, and you do not provide us with a reasonable basis for us to believe that the originator of this information is no longer able to act on the requested amendment;
 - b. if the information you have asked to amend is not used to make individual healthcare decisions about you;
 - c. if you are not entitled to access the protected health information under HIPAA; or
 - d. if the information you are requesting to amend is accurate and complete.
4. We will act upon your request to amend your medical record within 60 days of receipt of a request. We can extend this time once for an additional 30 days if we inform you in writing as to the reason for the extension and the date by which we anticipate completing our action on your request.
5. If we agree to an amendment to your protected health information, we will identify the records that are affected by the amendment, and either include or provide a link to the amendment. We will inform you in a timely fashion that the amendment is accepted and ask you to provide us with an identification of the relevant persons to whom the amendment needs to be communicated.
6. We will inform, within a reasonable time, the relevant persons that you identify as needing to receive this amendment and any additional persons or business associates that we know to have the protected health information and may have relied upon it, or could foreseeably rely upon it to your detriment.

7. If we deny your amendment, we will provide you with a written explanation, in plain language, of the basis for the denial, your rights to file a written statement disagreeing with the denial and how to file such a statement, your right to request that we provide your request for amendment and the denial with any future disclosures that are the subject of the amendment, and a description of how to register a complaint with us and/or the Secretary of Health and Human Services.
8. You may submit a written statement disagreeing with the denial of a requested amendment in whole or in part and the basis for such disagreement. We may reasonably limit the length of this statement or disagreement.
9. We may prepare a rebuttal statement to your written statement of disagreement with the denial that will be included in your medical record, and will provide you with a copy of that rebuttal.
10. We will identify the record or protected health information that is the subject of a disputed amendment and append or otherwise link the individual's request for an amendment, or denial, the individual's statement of disagreement, and our rebuttal to the designated record set.
11. If we subsequently make future disclosures of protected health information that is the subject of a disputed amendment, we will include, at our election, either (a) your request for amendment, our denial, your statement of disagreement (if you submitted it) and our rebuttal (if written); or (b) an accurate summary of such information.
12. If we learn from another covered entity that an amendment to your protected health information has been made, we will amend your protected health information under our control that is used to make individual healthcare decisions about you.

Accounting of Disclosures of Protected Health Information

1. You may request an accounting of disclosures of your protected health information we have made for the six year period prior to the date of the request. However, disclosures made for the purpose of treatment, payment, or healthcare operations, for disclosures made prior to April 14, 2003, and disclosures that you have authorized will not be reported.
2. We will act upon a request for an accounting of disclosure within 60 days of the receipt of such a request. We may extend this time once by 30 days if we provide you a written statement as to the reasons for the extension and the date by which we anticipate that we will provide the accounting.
3. We will provide one accounting of disclosures without charge within any 12 month calendar period, but we may impose a reasonable, cost-based fee for each subsequent request by the same individual for an accounting within the 12 month period. We will inform you in advance of the fee for this service, if any, and allow you to modify or withdraw your request for an accounting of disclosures to avoid or reduce this fee.
4. The accounting of disclosure of protected health information will include the following
 - a. the date of the disclosure;
 - b. the name of the entity or person who received the protected health information, and, if known, the address of such entity or person;
 - c. a brief description of the protected health information disclosed;
 - d. a brief description of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure or, alternatively, a copy of the individual's written authorization or a copy of the written request for a disclosure.
5. If multiple disclosures of the same protected health information have the same person or entity for a single purpose in response to a single authorization, only one description of the disclosed information need be made along with the frequency, periodicity, or total number of disclosures made during the accounting period and the date of the last disclosure.
6. We will maintain a copy of any accounting of disclosure that we provide to you for not less than six years from the date of the accounting.

Other Uses of Your Health Information

Lobby: We may use a sign-in sheet at the registration desk where you will be asked to sign your name and possibly indicate the name of your physician. We may also call you by name in the waiting room when your physician is ready to see you.

Marketing: We may contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you.

Fund raising: Unless you notify us that you object, we may contact you for fund-raising purposes. Your demographic information and the dates you received healthcare may be provided to a business associate or an institutionally related foundation. Information will be included as to how you may opt out of receiving any further fundraising communications. We will make reasonable efforts to ensure that you do not receive such information if you decide to opt out.

Directory: Unless you notify us that you object, we may use your name, location in the facility, general condition (without mention of any specific medical information), and religious affiliation for directory purposes. Except for religious affiliation, this information may be disclosed to other people who ask for you by name.

Disclosure to Clergy: Unless you notify us that you object, we may disclose your name, location in the facility, general condition (without mention of any specific medical information), and religious affiliation to members of the clergy.

Notification: We may use or disclose information to notify or assist in notifying a family member, personal representative, or another person responsible for your care, about your location and general condition, or death. We may also use your PHI, as necessary, to contact you to remind you of an appointment.

Communication with family: Health professionals, using their best judgment, may disclose to a family member, other relative, close personal friend or any other person you identify, health information relevant to that person's involvement in your care or payment related to your care, unless a written request for restriction has been approved. This would include appointment reminder messages, or messages left on machines or voice mail at phone numbers in your chart.

How to Lodge Complaints Related to Perceived Violations of your Privacy Rights

If you feel that your privacy rights have been violated, you have the right to lodge a complaint directly with us. You may also file a written complaint with the Secretary of Health and Human Services. If you file a complaint, you will not be retaliated against, coerced or intimidated.

If you wish to contact us, please refer to the address of our Privacy Official on the first page of this Notice of Privacy Practices for Protected Health Information. This individual can also supply you with the address of the Secretary and a form that you can use to register your complaint. This form explains the essential content that must be included in a complaint to the Secretary and the time window in which you must file a complaint.