encounter
telepsychiatry®
a division of Encounter Telehealth, llc

**ENCOUNTER TELEHEALTH, LLC**

**NOTICE OF PRIVACY PRACTICES**

Effective as of January 1, 2016

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.

The law requires us to keep your medical records confidential and to provide you with this Notice of Privacy Practices describing how we may use and disclose your health information, including your medical history, symptoms, examination and test results, diagnoses and treatment plans, to carry out treatment, payment and health care operations and for other purposes that are allowed or required by law. It also describes your rights to review and control the use and disclosure of your health information.

We are required to follow the privacy practices described in this Notice. We may change our privacy practices at any time. The revised privacy practices will be set forth in a revised Notice and will be effective for all health information that we maintain at that time. Upon your request, we will provide you with a copy of the most recent Notice. A current copy of our Notice of Privacy Practices will be posted in our office in a visible location at all times.

1. **Uses and Disclosures.** The law allows us to use and disclose your health information for treatment, payment and health care operations. The following are examples of such uses and disclosures:

    a. **Treatment**. We will use and disclose your health information to individuals within our office in order to provide, coordinate and manage your medical care and any related services. This includes the user or disclosure of your health information to aid in coordination or management of your medical care with a third party. For example, your health information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you.

    b. **Payment.** Your health information will be used or disclosed, as needed to allow us to obtain payment for healthcare services provided to you. This may include disclosure to your health insurance plan or carrier as they undertake certain activities before approving or paying for medical services. Such activities include making a determination of eligibility or

coverage for insurance benefits, reviewing services provided to you for medical necessity and undertaking utilization review activities.

c. **Incidental Uses and Disclosures.** There may also be incidental uses or disclosures of your health information as a result of otherwise allowed uses and disclosures. Such uses and disclosures may occur because they cannot reasonably be prevented. For example, when your name is called in the waiting room, we cannot reasonably prevent others from overhearing your name.

d. **Other.** We may use a sign-in sheet at the registration desk where you will be asked to sign your name and indicate your physician. We may use or disclose your health information, as necessary, to contact you to schedule or remind you of an appointment, including leaving messages on your answering machine.

We may fax your health information to carry out treatment, payment, or health care operations.

We will share your health information with other organizations that perform various activities on our behalf such as billing or transcription services. Whenever an arrangement between our office and another organization involves the use or disclosure of your health information, we will have a written contract that contains terms that will protect the privacy of your health information. We may use or disclose your health information, as necessary, to provide you with information about treatment alternatives or other health-related benefits and services that may be of interest to you. For example, your name and address may be used to send you a newsletter about our practice and the services we offer. We may also send you information about products or services that may be beneficial to you.

We may disclose your health information to another health care provider of yours for their health care operations relating to their quality assessment and improvement activities, reviewing the competence or qualifications of their health care professionals, or detecting or preventing health care fraud and abuse.

We may use or disclose demographic information about you (including your name, address, other contact information, age, gender and date of birth), the dates we provided health care services to you, in which of our departments you received health care services, your treating physician, information on your outcome and your health insurance status for the purpose of raising funds for

our organization. You have the right to opt out of receiving fundraising communications from us. You may opt out by making a request in writing to our Privacy Officer stating that you wish to opt out of fundraising communications.

2. **Uses and Disclosures Allowed or Required by Law.** We may use or disclose your health information in the following situations as allowed or required by law:

    a. **Public Health.** We may disclose your health information to a public health authority for purposes of controlling disease, injury, or disability. We may also disclose your health information, if directed by the public health authority, to a foreign government agency that is collaborating with the public health authority.

    b. **Communicable Diseases.** We may disclose your health information, if authorized by law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.

    c. **Health Oversight.** We may disclose health information to a health oversight agency for activities authorized bylaw, such as audits, investigations, and inspections. Oversight agencies seeking this information include, but are not limited to, government agencies that oversee the health care system, government benefit programs, other government regulatory programs and entities subject to civil rights laws.

    d. **Abuse or Neglect.** We may disclose your health information to a public health authority that is authorized by law to receive reports of child abuse or neglect. In addition, we may disclose your health information to the governmental entity or agency authorized to receive such information if we believe that you have been a victim of abuse, neglect, or domestic violence. In this case, the disclosure will be made consistent with the requirements of applicable federal and state laws.

    e. **Food and Drug Administration.** We may disclose your health information to a person or a company as required by the Food and Drug Administration ("FDA") for purposes relating to the quality, safety, or effectiveness of FDA regulated products or activities.

    f. **Legal Proceedings**. We may disclose health information in the course of any judicial or administrative proceedings, in response to an order of a court or administrative tribunal (to the extent such disclosure is

expressly authorized), and in certain conditions, in a response to a subpoena, discovery request or other lawful process.

g. **Law Enforcement.** We may disclose health information, so long as applicable legal requirements are met, to law enforcement officials, for law enforcement purposes.

h. **Coroners, Funeral Directors and Organ Donation.** We may disclose health information to a coroner or medical examiner for identification purposes, to determine cause of death or for the coroner or medical examiner to perform other duties authorized by law. We may also disclose health information to a funeral director, as authorized by law, in order to permit the funeral director to carry out his/her duties. Health information may be used and disclosed for cadaveric organ, eye, or tissue donation purposes.

i. **Research.** We may disclose your health information to researchers when their research has been approved by privacy board or an institutional review board.

j. **Criminal Activity.** Consistent with applicable federal and state laws, we may disclose your health information, if we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.

k. **Military Activity and National Security.** When the appropriate conditions apply, we may use or disclose health information of individuals who are Armed Forces personnel (1) for activities deemed necessary by appropriate military command authorities; (2) for the purpose of a determination by the Department of Veterans Affairs of your eligibility for benefits, or (3) to foreign military authority if you are a member of that foreign military services. We may also disclose your health information to authorized federal officials for conducting national security and intelligence activities, including providing protective services to the President of the United States or others.

l. **Employers**. We may disclose to your employer health information obtained in providing medical services to you at the request of your employer for purposes of conducting an evaluation relating to medical

surveillance of the workplace or determining whether you have a work-related illness or injury when such medical services are needed by the employer to comply with certain legal requirements.

m. **Correctional Institutions.** If you are an inmate or in legal custody, we may disclose to the correctional institution or law enforcement official having legal custody of you, certain health information if necessary, for health and safety purposes.

n. **Worker's Compensation.** Your health information may be disclosed by us as authorized to comply with workers' compensation laws and other similar legally established programs.

o. **Compliance.** Under the law, we must make disclosures of health information to the Secretary of the Department of Health and Human Services to enable it to investigate or determine our compliance with the requirements of the privacy laws.

3. **Written Authorization.** We may only use and disclose your psychotherapy notes for purposes other than certain treatment, payment, or health care operations with your written authorization. We may only use and disclose your health information for marketing purposes with your written authorization, except if the communication is in the form of face-to- face communication made by us to you or is a promotional gift of nominal value from us to you. We may only sell your health information with your written authorization. Further, any other uses and disclosures of your health information for purposes other than those described above in this Notice will be made only with your written authorization. Any authorization you provide to us is effective for the period specified in the authorization (which cannot exceed one year) unless you revoke the authorization in writing. Any written authorization may be revoked by you, at any time. Your revocation shall not apply to those uses and disclosures we made on your behalf pursuant to your authorization prior to the time we received your written revocation. We will accept authorizations by facsimile and will treat such as originals.

4. **Others Involved in Your Healthcare.** We may disclose to a member of your family, a relative, a close friend or any other person you identify, your health information that directly relates to that person's involvement in your healthcare or who has responsibility for payment of your health care. We may also use or disclose your health in notifying a relative or any person responsible for your care, of your location, general condition, or death. Further, in the event of your death, we may disclose to a member of your family, a relative a close friend or

any other person you identify, your health information that directly relates to that person's involvement in your health care or who has responsibility for payment of your health care, unless such disclosure is inconsistent with your prior expressed preference that was known to us. In addition, we may use or disclose your health information to a public or private entity, authorized by law or by its charter to assist in disaster relief efforts, for the purposes of coordinating the above uses and disclosures to your family or other individuals involved in your health care.

5. **Breach**. In the event your unsecured health information has been accessed, acquired, used or disclosed in a manner not permitted by law which compromises the security or privacy thereof, we are required by law to notify you of such within 60 days after we have discovered such breach.
6. **Your Rights.** Following is a statement of your legal rights with respect to your health information and a brief description of how you may exercise these rights.

    a. **Access.** You have the limited right, subject to certain grounds for denial, to look at all of your health information that we keep except for the following records: psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding; and certain laboratory information restricted by federal law. You also have the limited right, subject to certain grounds for denial, to obtain copies of that health information you have a right to look at. Our office may charge you a reasonable fee for copying, mailing, labor, and supplies associated with your request. Any request for access to or copies of your health information must be in writing and provided to our Privacy Officer. If your request for access to or copies of your health information is denied, you may, depending on the circumstances, have a right to have a decision to deny access reviewed. We will provide you, in writing, with our reasons for denial of access and, if, by law, you are allowed to have such denial reviewed, we will provide you with instructions for having a denial of access reviewed.

    If we maintain your health information electronically, we will provide you with a copy of your medical record in the electronic form and format that you request, if we can readily produce such format. If we cannot readily produce the format you requested, we will produce your electronic health information in at least one readable electronic format as agreed to between you and us.

    If you request directs us to transmit the copy of your health information directly to another person, we will provide the copy of your health

information to the person you designated, if your request was made in writing, signed by you and clearly identifies the designated person and where to send the copy of your health information.

b. **Restrictions.** You may ask us to restrict the use or disclosure of any part of your health information to carry out treatment, payment, or healthcare operations. You may also request that any part of your health information not be disclosed to family, relatives or friends who may be involved in your care or to notify them of your location, general condition, or death. In addition, you may request that we restrict the use and disclosure of your health information for disaster relief efforts. Your request must be in writing, addressed to our Privacy Officer and state the specific restriction requested and to whom you want the restriction to apply. If you are not present or able to express an objection or request a restriction to such use or disclosure, then your physician may, using the physician's professional judgment, determine whether the use or disclosure is in your best interest.

   Except as provided below, we are not required to agree to a restriction that you may request. If your physician believes it is in your best interest to permit use and disclosure of your health information, your health information will not be restricted. If your physician does agree to the requested restriction, we may not use or disclose your health information in violation of that restriction unless there is an emergency. We may terminate our agreement to restrict uses and disclosures of your health information by providing you with written notice of such; provided, however, that our termination shall only be effective with respect to health information created or received after we have given you notice of termination of the restriction.

   If the requested restriction relates to a disclosure to a health plan for payment or health care operation purposes, and the health information to be disclosed pertains solely to an item or service for which we have been paid in full by you or another person on your behalf (other than the health plan), we must agree to the restriction. Further, we may not terminate this restriction.

c. **Confidential Communication**. You have the right to request that we send your health information to you by alternative means or to an alternative location. We will accommodate reasonable requests. We may condition this accommodation by having you sign an authorization, asking you for information as to how payment will be handled or specification of an

alternative address or other method of contact. We will not request an explanation from you as to the basis for the request. Your request must be in writing, addressed to our Privacy Officer, and state the accommodations you are requesting.

d. **Amendments.** You may request an amendment of your health information that we maintain. Such request must be in writing and provided to our Privacy Officer. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement that will become part of your health information. If you file a statement of disagreement, we reserve the right to respond to your statement. You will receive a copy of any response we make and any such response will become part of your health information.

e. **Accounting of Disclosures.** You have the right to receive an accounting of certain disclosures we have made, if any, of your health information. This right applies to disclosures made on and after April 1, 2014 for purposes other than (i) treatment, payment or healthcare operations as described in this Notice; (ii) disclosures made to you; (iii) disclosures to a facility directory; (iv) disclosures to family members of friends involved in your care or for notification purposes; or (v) disclosures pursuant to an authorization. The right to receive this information is subject to certain exceptions, restrictions, and limitations. Your request for an accounting must be in writing, addressed to our Privacy Officer.

f. **Electronic Notice.** If you receive a copy of this Notice on our website or by e-mail, you have the right to obtain a paper copy from us upon request.

7. **Complaints**. You may complain to us or to the Secretary of Health and Human Services if you believe we have violated your privacy rights. To complain to us, you may send our Privacy Officer a letter describing your concerns to the address found below. We respect your privacy and support any efforts to protect the privacy of your health information. We will not retaliate against you for filing a complaint.

8. **Privacy Officer Contact Information**. If you have any questions about this Notice, you may contact our Privacy Officer by telephone, e-mail, facsimile, or mail at the address set forth below. If, however, you want to exercise any of your rights pursuant to this Notice of Privacy Practices or have a complaint, such action

must be in writing and faxed or mailed to our Privacy Officer at the address set forth below.

ENCOUNTER TELEHEALTH, LLC
ATTN: PRIVACY OFFICER
900 South 74th Plaza, Suite 403
Omaha, NE 68114

Phone: (844) 485-3041
Fax: (402) 504-9515
Email: info@encounter.health

**This notice is effective as of January 1, 2016.**