**Notice of Privacy Practices**

As required by the privacy regulations created as result of the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

**Our Commitment to Your Privacy**

SiteMed, PLLC is dedicated to maintain the privacy of your individually identifiable health information (IIHI). In conducting our business, we will create records regarding you and the treatment and services we provide to you. We are required by law to maintain the confidentiality of health information that identifies you. We also are required by law to provide you with this notice of our legal duties and the privacy practices that we maintain in our Practice concerning your IHI. By Federal and State law, we must follow the terms of the notice of privacy practices that we have in effect at the time.

We realize that these laws are complicated, but we must provide you with the following important information:

* How we may use and disclose your IIHI
* Your privacy rights in your IIHI
* Our obligations concerning the use and disclosure of your IIHI.

The terms of this notice apply to all records containing your IIHI that are created or retained by our Practice. We reserve the right to revise or amend this Notice of Privacy Practices. Any revision or amendment to this notice will be effective for all of your records that our Practice has created or maintained in the past, and for any of your records that we may create or maintain in the future. Our Practice will post a current Notice in our offices in a visible location at all times, and you may request a copy of our most current Notice at any time.

**If you have questions about this notice, please contact:**

PointMed

1810 White Circle, Ste 155

Marietta, GA 30066

1.888.837.4819

**We may use and disclose your Individually Identifiable health information (IHI) in the following ways:**

*The following categories describe the different ways in which we may use and disclose your IIHI.*

**1. Treatment:** Our Practice may use your IIHI to treat you. For example, we may ask you to have laboratory tests (such as blood or urine tests) and we may use the results to help us reach a diagnosis. We might use your IIHI in order to write a prescription for you, or we might disclose you IIHI to a pharmacy when we order a prescription for you. Many of the people who work for our Practice – including, but not limited to our Doctors and Nurses – may use or disclose your IIHI in order to treat your or to assist others in your treatment. Additionally, we may disclose your IIHI to others who may assist in your care, such as your spouse, children or parents. Finally, we may disclose your IIHI to other health care providers for purposes related to your treatment.

**2. Payment:** Our Practice may use and disclose your IIHI in order to bill and collect payment for the services and items you may receive from us. For example, we may contact your health insurer to certify that you are eligible for benefits (and for what range of benefits), and we may provide your insurer with details regarding your treatment to determine if your insurer will cover, or pay for, your treatment. We also may use and disclose your IIHI to obtain payment from third parties that may be responsible for such costs, such as family members. Also we may use your IIHI to bill your directly for services and items. We may disclose your IIHI to other health care providers and entities to assist in their billing and collection efforts.

**3. Health Care Operations:** Our Practice may use and disclose your IIHI to operate our business. As examples of the ways in which we may use and disclose your information for our operations, our Practice may use your IIHI to evaluated the quality or care your received from us, or to conduct cost-management and business planning activities for our practice. We may disclose your IIHI to other health care providers and entities to assist in their health care operations.

**4. Appointment Reminders:** Our Practice may use and disclose your IIHI to contact you and remind you of an appointment.

**5. Treatment Options:** Our Practice may use and disclose your IIHI to inform you of potential treatment options or alternatives.

**6. Health-Related Benefits and Services:** Our Practice may use and disclose your IIHI to inform you of health-related benefits and services that may be of interest to you.

**7. Release of Information to Family/Friends:** Our Practice may release IIHI to a friend or family member that is involved in your care, or who assists in taking care of you. For example, if a parent or guardian may ask that a babysitter takes their child to the pediatrician’s office for treatment of a cold. In this example, the babysitter may have access to this child’s medical information.

**8. Disclosures Required by Law**: Our Practice will use and disclose your IIHI when we are required to do so by Federal, State or Local law.

**Use and Disclosure of Your IIHI in Certain Special Circumstances**

*The following categories describe unique scenarios in which we may use or disclose your identifiable health information:*

**1. Public Health Risks:** Our Practice may disclose your IIHI to public health authorities that are authorized by law to collect information for the purpose of:

Maintaining vital records, such as births or deaths

* Reporting child abuse or neglect
* Preventing or controlling disease, injury or disability
* Notifying a person regarding potential exposure to a communicable disease
* Notifying a person regarding a potential risk for spreading or contracting a disease or condition
* Reporting reactions to drugs or problems with products or devices
* Notifying individuals if a product or device they may be using has been recalled
* Notifying the appropriate government agency(ies) and authority(ies) regarding the potential abuse or neglect of an adult patient (including domestic violence); however, we will only disclose this information in the patient agrees or we are required or authorized by law to disclose this information
* Notifying your employer under limited circumstances related primarily to workplace injury or illness or medical surveillance.

**2. Health Oversight Activities:** Our Practice may disclose your IIHI to health oversight agency for activities authorized by law. Oversight activities can include, for example, investigation, inspections, audits, surveys, licensure and disciplinary actions; civil, administrative and criminal procedure or actions; or other activities necessary for the government to monitor government programs, compliance with civil rights laws and the heath care system in general.

**3. Lawsuits and Similar Proceedings**: Our Practice may use and disclose your IIHI in response to a court or administrative order if you are involved in a lawsuit or similar proceeding. We also may disclose your IIHI in response to a discovery request, subpoena or other lawful process by another party involved in the dispute, but only if we have made an effort to inform you of the request or to obtain an order protecting the information the party has request.

**4. Law Enforcement:** We may release IIHI if asked to do so by a law enforcement official:

* Regarding a crime victim in certain situations, if we are unable to obtain the person’s agreement
* Concerning a death we believe has resulted from criminal conduct
* Regarding criminal conduct at our offices
* In response to a warrant, summons, court order, subpoena or similar legal process
* To identify/located a suspect, material witness, fugitive or missing person
* In an emergency, to report a crime (including the locations or victim(s) of the crime, or the descriptions, identity or location of the perpetrator)

**5. Serious Threats to Health or Safety:** Our Practice may use and disclose your IIHI when necessary to reduce or prevent a serious threat to your health and safety or the health and safety of another individual or the public. Under these circumstances, we will only make disclosure to a person or organization able to help prevent the threat.

**6. Military:** Our Practice may disclose your IIHI if you are a member of the US or foreign military forces (including Veterans) and if required by the proper authorities.

**7. National Security:** Our Practice may disclose your IIHI to Federal officials for intelligence and national security activities authorized by law. We also may disclose your IIHI to Federal officials in order to protect the President, other officials or foreign heads of state, or to conduct investigations.

**8. Inmates:** Our Practice may disclose your IIHI to correctional institutions or law enforcement officials if you are an inmate or under the custody of a law enforcement official. Disclosure for these purposes would be necessary: (a) for the institution to provide health care services to your, (b) for the safety and security of the institution, and/or (c) to protect your health and safety or the health and safety of other individuals.

**9. Workers Compensation:** Our Practice may release your IIHI for workers’ compensation and similar programs.

**Your Rights Regarding Your IIHI**

*You have the following right regarding the IIHI that we maintain about you:*

**1. Confidential Communication:** You have the right to request that our Practice communicates with you about your healthy and related issues in a particular manner or at a certain locations. For instance, you may ask that we contact your at home, rather than work. In order to request a type of confidential communications, you must make a written request to SiteMed, specify the requested method of contact, or the locations where you wish to be contacted. Our Practice will accommodate reasonable requests. You do not need to give a reason for your request.

**2. Requesting Restriction:** You have the right to request a restriction in our use or disclosure of your IIHI for treatment, payment or heath care operations. Additionally, you have the right to request that we restrict our disclosure of your IIHI to only certain individuals involved in your care or the payment for your care, such as family members and friends. We are not required to agree to your request; however, if we do agree, we are bound by our agreement except when otherwise required by law, in emergencies, or when the information is necessary to treat you