

Notice of Privacy Practices

This document highlights the Notice of Privacy Practices (NPP) as they pertain to types of uses and disclosures of your protected health information that might occur during the treatment, payment of bills, or in daily operations of Everything CPAP's healthcare operations. Your (PHI) will be kept private by Everything CPAP in accordance with all Health Insurance Portability and Accountability Act (HIPAA) guidelines. Although this document is a brief summary of the NPP, Everything CPAP complies with the NPP in its entirety (45 CFR Part 164). The NPP is subject to change.

1. **Uses/Disclosures that Do Not Require Written Authorization:** We may use or disclose protected health information for the following purposes:
 - a. **Treatment:** To provide treatment to you, e.g., our staff may disclose information to another health care provider to treat you or obtain a diagnosis. We may use/disclose for your appointment reminders, treatment alternatives, or other health-related benefits and services.
 - b. **Payment:** We may disclose information to obtain payment for services, e.g., and also to your health insurance to obtain PARs or payment.
 - c. **Healthcare Operations:** We may use or disclose information for certain activities that are necessary to operate our practice and ensure that our patients receive quality care, e.g., we may use information to review the performance of our staff.
 - d. **Other Uses/Disclosures that do not require written authorization:** We may also use or disclose information for certain other purposes allowed by 45 C.F.R. § 164.512 or other applicable laws and regulations, including but not limited to the following purposes:
 - i) **Required by Law:** We may use or disclose protected health information to the extent that such use or disclosure is required by law.
 - ii) **Threat to Health or Safety:** To avert a serious threat to your health or safety or the health and safety of others.
 - iii) **Abuse or Neglect:** To government agency if we believe it is related to child abuse/neglect or if we believe you have been.
 - iv) **Judicial/Administrative Proceedings:** In response to an order of a court or administrative tribunal. To a subpoena, discovery request, or other lawful process, if we receive satisfactory assurances, and efforts are made to inform you or to obtain a protective order.
 - v) **Law Enforcement:** We may disclose protected health information, subject to specified limitations, including to identify, locate, or catch a suspect, fugitive, material witness or missing person; to provide information about the victim of a crime; or report a crime.
 - vi) **National Security:** We may disclose protected health information to authorized federal officials for national security activities.
 - vii) **Coroners/ Funeral Directors:** To a coroner/medical examiner to identify deceased person, find cause of death or to fulfill their legal duties.
 - viii) **Research:** We may use or disclose protected health information for research.
 - ix) **Workers' Compensation:** As authorized by workers' compensation laws and other similar legally established programs.
 - x) **Appointments and Services:** To contact you to provide appointment reminders, or other health-related benefits.
 - xi) **Business Associates:** To our third party business associates who perform activities involving protected health information for Everything CPAP, e.g., billing. Our contracts with the business associates require them to protect your health information.
 - xii) **Military:** If you are in the military, we may disclose protected health information as required by military authorities.
2. **Uses/Disclosures of Information We May Make Unless You Object:** Unless you tell us otherwise in advance, we may disclose information to a family member, relative, friend or other person involved in your healthcare or payment. We will limit the disclosure to the information. **If you object to such disclosure, please notify the Compliance Officer identified in this Notice.**
3. **Uses/Disclosures with Your Written Authorization:** We will make other uses/disclosures of your information only with your written authorization. You may revoke your authorization by submitting a written notice to the Compliance Officer. The revocation of the authorization will not be effective for disclosures we have already made while the authorization was in effect.
4. This consent is not intended to limit PROVIDER's authority to use or disclose protected health information to such other persons or entities to the extent allowed by applicable law, including but not limited to 45 CFR §§ 164.506, 164.510, and 164.512, and PROVIDER does not agree to such restriction. PROVIDER reserves the right to use or disclose patient's protected health information without patient's consent to the extent allowed by applicable law, including but not limited to uses or disclosures identified in PROVIDER's Notice of Privacy Practices.
5. **Your Rights For Your Protected Health Information:** To exercise rights, you must submit written request to Compliance Officer:
 - You may request additional restrictions of information for treatment, payment or operations. We are not required to agree.
 - Normally contact is by telephone/ mail at your home address. We will accommodate reasonable requests for alternative forms.
 - You may inspect/obtain a copy of records to use to make decisions about your care/payment. We may charge you a reasonable cost-based fee for providing the records. We may deny request under limited circumstances, e.g., if we determine it may result in harm to you/others.
 - You may request information be amended. We may deny request, e.g., if we did not create record or determine it is accurate/ complete.
 - You may receive an accounting of certain disclosures we have made of your information within the last seven years from the date of your request. We are not required to account for disclosures for treatment, payment, or health care operations to family members or others involved in your health care or payment; for notification purposes; or pursuant to our facility directory or your written authorization. You may receive the first accounting within a 12- month period free of charge. We may charge a reasonable cost-based fee for all subsequent requests during same 12- months.
 - You may obtain a paper copy of this notice upon request.
6. **Changes to This Notice:** We reserve the right to change the terms of this Notice at any time and to make the new Notice provisions effective for all health information we maintain. If we materially change this Notice, we will post a copy. You may obtain a copy of the Notice.
7. **Complaints:** You may file a complaint with our Compliance Officer if you believe your privacy rights have been violated. Also outlined in the complaint or concern procedure provided in Welcome Letter. All complaints must be in writing. We will not retaliate against you for filing a complaint.
7. **Contact Information:** If you have questions /concerns, or if you want to object to or complain about any use of disclosure please contact our Compliance Officer:

L.J. Overall, Compliance Officer • 1166 N Cole RD Suite D • Boise, ID 83704

(208) 323-2727 • lj@everythingCPAP.com

8. **Effective Date:** This notice is effective February 1, 2013