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**Notice of Privacy Practices**

***Effective 06/07/2010***

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU**

**CAN OBTAIN ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

The terms of this Notice of Privacy Practices apply to Three Rivers Therapy Services, LLC and its employees. All of

the entities will share personal health information of patients as necessary to carry out treatment, payment, and health care

operations as permitted by law.

We are required by law to maintain the privacy of our patients’ personal health information and to provide patients with notice of our

legal duties and privacy practices with respect to personal health information. We are required to abide by the terms of this Notice

for as long as it remains in effect. We reserve the right to change the terms of this Notice of Privacy Practices as necessary and to

make a new Notice effective for all personal health information maintained by Three Rivers Therapy Services, LLC.

We are also required to inform you that there may be a provision of State law that relates to the privacy of your health information

that may be more stringent than a standard or requirement under the Federal Health Insurance Portability and Accountability Act.

**USES AND DISCLOSURES OF YOUR PERSONAL HEALTH INFORMATION**

**Authorization and Consent**: Except as outlined below, we will not use or disclose your personal health information for any purpose

other than treatment, payment or health care operations unless you have signed a form authorizing the use or disclosure. You have

the right to revoke that authorization in writing unless we have taken any action in reliance on the authorization.

**Uses and Disclosures for Treatment**: With your agreement, we will make uses and disclosures of your personal health

information as necessary for your treatment. Doctors and nurses and other professionals involved in your care will use information

in your medical record and information that you provide about your symptoms and reactions to your course of treatment that may

include procedures, medications, tests, medical history etc.

**Uses and Disclosures for Payment**: With your agreement, we will make uses and disclosures of your personal health information

as necessary for payment purposes. During the normal course of business operations, we may forward information regarding your

medical procedures and treatment to your insurance company to arrange payment for the services provided to you. We may use

your information to prepare a bill to send to you or to the person responsible for your payment.

**Uses and Disclosures for Health Care Operations**: With your agreement, we will use and disclose your personal health

information as necessary, and as permitted by law, for our health care operations, which may include clinical improvement,

professional peer review, business management, accreditation and licensing, etc. For instance, we may use and disclose your

personal health information for purposes of improving the clinical treatment and patient care.

**Individuals Involved In Your Care**: With your written or oral agreement we may from time to time disclose your personal health

information to designated family, friends, and others who are involved in your care or in payment of your care in order to facilitate

that person’s involvement in caring for you or paying for your care. If you are unavailable, incapacitated, or facing an emergency

medical situation and we determine that a limited disclosure may be in your best interest, we may share limited personal health

information with involved individuals without your approval. We may also disclose limited personal health information to a public or

private entity that is authorized to assist in disaster relief efforts in order for that entity to locate a family member or other persons

that may be involved in some aspect of caring for you.

**Business Associates**: Certain aspects and components of our services are performed through contracts with outside persons or

organizations, such as auditing, accreditation, outcomes data collection, legal services, etc. At times it may be necessary for us to

provide your personal health information to one or more of these outside persons or organizations who assist us with our health

care operations. In all cases, we require these business associates to appropriately safeguard the privacy of your information.

**Appointments and Services**: We may contact you to provide appointment reminders or information about your treatment or other

health-related benefits and services that may be of interest to you. You have the right to request and we will accommodate

reasonable requests by you to receive communications regarding your personal health information from us by alternative means or

at alternative locations. For instance, if you wish appointment reminders to not be left on voice mail or sent to a particular address,

we will accommodate reasonable requests. You also have the right to request that we not send you any future marketing materials

and we will use our best efforts to honor such request.

**Research**: In limited circumstances, we may use and disclose your personal health information for research purposes. In all cases

where your specific authorization is not obtained, your privacy will be protected by strict confidentiality requirements applied by an Institutional review board which oversees the research or by representations of the researchers that limit their use and disclosure of

patient information.

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**Notice of Privacy Practices (continued)**

**Other Uses and Disclosures**: We are permitted and/or required by law to make certain other uses and disclosures of your

personal health information without your consent or authorization for the following:

• Any purpose required by law.

• Public health activities, such as required reporting of disease, injury, birth and death, or required public health investigations.

• If we suspect child abuse or neglect; if we believe you to be a victim of abuse, neglect, or domestic violence.

• To the Food and Drug Administration to report adverse events, product defects, or to participate in product recalls.

• To your employer when we have provided health care to you at the request of your employer;

• To a government oversight agency conducting audits, investigations, or civil or criminal proceedings.

• Court or administrative ordered subpoena or discovery request;

• To law enforcement officials as required by law to report wounds and injuries and crimes;

• To coroners and/or funeral directors consistent with law;

• If necessary to arrange an organ or tissue donation from you or a transplant for you;

• If you are a member of the military; we may also release your personal health information for national security or intelligence

activities; and

• To workers’ compensation agencies for workers’ compensation benefit determination.

**RIGHTS THAT YOU HAVE REGARDING YOUR PERSONAL HEALTH INFORMATION**

**Access to Your Personal Health Information**: You have the right to copy and/or inspect much of the personal health information

that we retain on your behalf. All requests for access must be made in writing and signed by you or your legal representative. You

may obtain a “Patient Access to Health Information Form” from the front office person.

**Amendments to Your Personal Health Information**: You have the right to request in writing that personal health information that

we maintain about you be amended or corrected. We are not obligated to make all requested amendments but will give each

request careful consideration. All amendment requests, must be in writing, signed by you or your legal representative, and must

state the reasons for the amendment/correction request. If an amendment or correction request is made, we may notify others who

work with us if we believe that such notification is necessary.

**Restrictions on Use and Disclosure of Your Personal Health Information**: You have the right to request restrictions on uses

and disclosures of your personal health information for treatment, payment, or health care operations. We are not required to agree

to your restriction request, but will attempt to accommodate reasonable requests when appropriate. We retain the right to terminate

an agreed-to restriction if we believe such termination is appropriate. In the event of a termination by us, we will notify you of such

termination. You also have the right to terminate, in writing or orally, any agreed-to restriction by sending such termination notice to

the individual responsible for medical records.

 **Complaints**: If you believe your privacy rights have been violated, you can file a complaint in writing with the Secretary of the U.S.

Department of Health and Human Services in Washington D.C. in writing within 180 days of a violation of your rights. There will be

no retaliation for filing a complaint.

**Workers’ Compensation**: For patients whose medical treatment is covered under a state workers’ compensation program, please

note the following: Disclosure of your protected health information (PHI) for purposes of providing treatment and obtaining payment

under the state’s workers’ compensation is governed by the state workers’ compensation regulations and procedures. Therefore,

we are not obligated to secure a written authorization as otherwise required by HIPAA in order to disclose your PHI for workers’

compensation purposes, nor may you restrict our use or disclosure of your PHI for workers’ compensation purposes. Written

consent to use or disclose your PHI may be required pursuant to our internal policies and/or state workers’ compensation program

rules in order to process your claims. Failure to provide any required written consent may result in your financial liability for medical

services and supplies.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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