This Notice Describes How Health Information About You May Be Used and Disclosed and How You Can Gain Access To This Information. Please Review It Carefully. Changes On This Notice Will Not Be Honored.

YOU WILL BE ASKED TO ACKNOWLEDGE THAT YOU HAVE RECEIVED OUR NOTICE OF PRIVACY PRACTICES.

Appointments and Services. We may use your PHI to remind you about appointments or to follow up about services you have received. We may use or disclose your PHI to a health care professional to coordinate or manage your care, or to contact you about your dose for any of the purposes described above. We may also use or disclose your PHI in a limited manner about your dose for any of the purposes described above for the purpose of treatment, payment, or healthcare operations.

Health Products and Services. We may, from time to time, use your PHI to communicate with you about treatment alternatives and other health-related benefits and services that may be of interest to you. We may also disclose your PHI to a business associate, such as a pharmacy, to bill your health plan and to arrange for payment of the costs of treatment associated with your dose.

Research. We may use and disclose your PHI, including PHI generated for use in a research study, as permitted by law, for research, subject to your explicit authorization and/or oversight by the Institutional Review Boards (IRBs), committees charged with protecting the privacy rights and safety of human subject research, or a similar committee. In all cases where your specific authorization has not been obtained, your privacy will be protected by confidentiality requirements evaluated by such a committee. For example, the IRB may approve the use of your health information with only limited identifying information to conduct outcomes research to see if a particular procedure can be advantageous.

Good Shepherd Penn Partners supports research and may contact you to invite you to participate in certain research activities. If you do not wish to be contacted for research purposes, please contact your patient services associate. In such cases, we will use reasonable efforts to prevent this research-related outreach. This will not apply to the use of your PHI for research purposes as described above and will not prevent your care providers from discussing research with you.

Business Associates. We may contract with certain outside persons or organizations to perform certain services on our behalf, such as auditing, accreditation, legal services, etc. At times it may be necessary for us to provide your PHI to our business associates or to provide services on our behalf. In such cases, we require these business associates, and any of their subcontractors to appropriately safeguard the privacy of your information.

Other Uses and Disclosures. We are permitted or required by law to make certain other uses and disclosures of your PHI without your consent or authorization. Subject to conditions specified by law, we may release your PHI:

- for any purpose required by law.
- for public health purposes.
- if required for reporting of disease, injury, birth and death, and for required public health investigations.
- to certain government agencies or to third-party organizations for certain purposes.
- to the extent subject to certain administrative, if necessary, 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 for purposes related to occupational health and safety. In most cases you will notice that your PHI is being disclosed to your employer.
- if required by law to a government oversight agency conducting audits, investigations, inspections, proceedings or other actions.
- in emergency circumstances, such as to prevent a serious threat to a person or the public.
- if required to do so by a court or administrative order, subpoena, or discovery request. In most cases you will have notice of such release.
- to law enforcement officials, including for purposes of identifying or locating suspects, fugitives, witnesses, or victims of crime, or for other allowable law enforcement purposes.
- to coroners, medical examiners, and/or funeral directors.
- if necessary, to arrange an organ or tissue donation from you or a transplant for you.
- if you are a member of the military for activities set out by certain military command authorities as required by armed forces services. We may also release your PHI, if necessary, for national security, intelligence, or protective services activities.
- if necessary for purposes related to your workers’ compensation benefits.

Your Authorization. Except as outlined above, we will not use or disclose your PHI for any other purpose unless you have signed a form authorizing the use or disclosure. The form will describe what information will be disclosed, to whom, for what purpose, and when. You have the right to revoke your consent to the extent to the extent we have already relied upon it. These situations can include:

- uses and disclosures of psychotherapy notes.
- uses and disclosures of PHI for marketing purposes, including marketing that may be made in response to requests by you.
- uses and disclosures of PHI specially protected by state and/or Federal law and regulations.
- uses and disclosures for certain research protocols.
- disclosures that constitute a sale of PHI.

Confidentiality of Alcohol and Drug Abuse Patient Records. HIV-Related Information, and Mental Health Records. The confidentiality of alcohol and drug abuse treatment records, HIV-related information, and mental health information is specially protected by state and/or Federal law and regulations. Generally, we may not disclose such information to a third party unless you, or your legally authorized representative, has consented in writing, except to the extent otherwise allowed by a court order, or in limited and regulated other circumstances.

RIGHTS THAT YOU HAVE

Access to Your PHI. Generally, you have the right to access, inspect, and/or receive a copy of all of your PHI as well as any record of uses or disclosures for which you have not provided written consent. We may charge you a reasonable, cost-based fee for each such request that is not covered by your insurance payment or other reimbursement. You have the right to receive a summary of certain disclosures in your PHI made in the past 12 months when applicable, your personal representative. We will charge you for a paper and/or electronic copies of certain PHI that we maintain about you when you receive services and may be asked to sign a release of information form that authorizes the access.

Amendments to Your PHI. You have the right to request that PHI that we maintain about you be amended or corrected. Requests for amendment must be made in writing and signed by you or, when applicable, your personal representative and must state the reasons for the amendment/correction request. We are not obligated to make all requested amendments but will give each request careful consideration. If we grant your amendment request, we may also reach out to other prior recipients of your information to inform them of the change. Please note that even if we grant your request, we may not delete information already documented in your medical record. You may obtain the appropriate form from the doctor’s office or entity where you received services.

Accounting for Disclosures of Your PHI. You have the right to receive an accounting of certain disclosures made by us of your PHI except for disclosures made in the course of treatment, payment, or health care operations. We are not required to agree to your request for an accounting of such disclosures to the extent only to the extent we have already complied with such a request. The first accounting you request in a 12-month period is free. Each additional accounting you request in a 12-month period is $5.00.

Restrictions on Use and Disclosure of Your PHI. You have the right to request restrictions on certain uses and disclosures of your PHI for treatment, payment, or health care operations. We are not required to agree to your request restriction, unless otherwise described in this notice, 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 we have terminated an agreed-upon restriction, we will notify you of such termination. The appropriate form can be obtained from the doctor’s office or entity where you received services.

Restrictions on Disclosure to Health Plans. You have the right to request a restriction on certain disclosures of your PHI to your health plan. We are required to honor such requests for disclosures related only to the care you received at our facility. In most cases you will have notice that your request has been honored.

Breach Notification. We are required to notify you in writing of any breach of your unsecured PHI without unreasonable delay, but in any event, no later than 60 days after we discover the breach. A paper copy of this Notice has been available to you on request. You have the right to obtain a paper copy of this Notice. You can also find this Notice on our website at http://www.pennpartners.org/resources-forms.

ADDITIONAL INFORMATION

Complaints. If you believe your privacy rights have been violated, you may file a complaint in writing with the doctor’s office, ambulatory care facility, or Good Shepherd Penn Partners Privacy Office at telephone by (484) 866-7649 or by e-mail at privacy@gsp.org.

This Notice is effective June 27, 2016.