

LAWRENCE COUNTY PHYSICAL THERAPY INSTITUTE, INC.
2730 ELLWOOD ROAD
NEW CASTLE, PA 16101

Health Insurance Portability and Accountability Act Procedure Manual (HIPAA)

This Manual has been developed by Lawrence County Physical Therapy Institute, Inc. for its own internal use and is not to be made available to patients, third party vendors and suppliers or other third parties without the express consent of the Practice.

Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101

Table of Contents

- General Overview
- HIPAA
- Patient Privacy Protection Policy Notice Use of Medical Records
- Use of Medical Records
- HIPAA Compliance Officer
- Patient Acknowledgement
- Patient Authorization
- Patient Information Security
- Transactions Affected
- Penalties and Compliance
- Business Associate

Exhibits:

- Exhibit A - Notice of Protected Health Information Practices
- Exhibit B - Consent for Use and Disclosure of Protected Health Information
- Exhibit C - Disclosure of Protected Health Information by Facsimile
- Exhibit D - Patient Authorization for Practice to Obtain Protected Health Information
- Exhibit E - Patient Authorization for Practice to Release Protected Health Information

Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101

General Overview

Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule")

The Privacy Rule provides for the privacy of patients' health information. All segments of the health care industry, including this outpatient rehabilitation facility, agree that privacy protections must not interfere with a patient's access to or the quality of health care delivery. The following policies and procedures provide guidance to communicate clearly the privacy policies.

The Privacy Rule became effective on April 14, 2001 and was subsequently modified on August 14, 2002. Most rehabilitation providers that are covered by this new rule must comply with the requirements by April 2003. The Privacy Rule is designed to protect individuals' medical records and other personal health information.

- It gives patients more control over their health information;
- It sets boundaries on the use and release of health records;
- It establishes appropriate safeguards that health care providers and others must achieve to protect the privacy of health information; and
- It holds violators accountable.

The Privacy Rule allows patients to make informed choices when seeking care and reimbursement for care based on how personal health information may be used. In particular, the Privacy Rule:

- Enables patients to find out how their information may be used and what disclosures of their information have been made;
- Limits release of information to the minimum amount reasonably necessary for the purpose of the disclosure; and
- Provides patients with the right to examine and obtain a copy of their own health records and request corrections.

**Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101**

The Purposes Of HIPAA Compliance

The purpose of establishing policies and procedures to comply with the Health Insurance Portability and Accountability Act (HIPAA) is:

1. To protect and enhance the rights of consumers by providing them access to their personally identifiable health information and controlling the inappropriate use of that information;
2. To improve the quality of health care in the United States by restoring trust in the health care system among consumers, health care professionals, and the multitude of organizations and individuals committed to the delivery of care; and
3. To improve the efficiency and effectiveness of health care delivery by creating a national framework for health privacy protection that builds on efforts by states, health systems, and individual organizations and individuals.

Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101

Patient Privacy Protection Policy Notice

As required by the HIPAA Regulations, Lawrence County Physical Therapy Institute, Inc. (the "Practice") protects all medical records and other individually identifiable health information used or disclosed by the Practice ("protected health information"), whether electronically, on paper, or orally. Patients of the Practice have significant new rights to understand and control how their health information is used, as expanded upon below.

Patient education on privacy protections. The Practice is required to develop a Notice of Privacy Practices (the "Notice"). The Notice must explain, in plain English, how the Practice may use and disclose a patient's personally identifiable health information. The Practice is required to maintain the Notice in a visible location in each office and must provide each patient with a physical copy of the Notice no later than the first date of service. Additionally, the Practice must maintain copies of the Notice at each office that can be provided to the patients if they so request. However, maintaining copies of the Notice for the patient to request does not remove the obligation of the Practice to deliver a copy of the Notice to the patient at the time of first service. Additionally, to the extent that the Practice maintains a website, the entire Notice must be prominently posted on the website. A copy of the Privacy Notice is attached hereto as Exhibit A.

Ensuring patient access to their medical records. Patients will be able to view and obtain copies of their records. They may also request amendments to their records to reflect inaccuracies in the medical record. In addition, a history of non-routine disclosures must be made accessible to patients as set forth below. The Practice may deny access to a patient's records if it believes that the release of certain information will endanger the life or physical safety of an individual. Additionally, the Practice may deny access to psychotherapy notes and information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative proceeding. When providing access to such information, the Practice does not need to provide access to or copies of information to the patient if the information (i) was submitted by a patient and was generated by another provider, (ii) is known to be inaccurate, or (iii) is not part of the patient's record set. In all other cases, the Practice has sixty (60) days from the date of request to make the information available. If copies are provided to the patient, the Practice may charge the patient for such copies. However, applicable copy charges must be reasonable and customary and must comply with state law. The Practice recognizes that the Regulations are very specific and complex with respect to patient's access to their medical records. Therefore the Practice will seek the help of its legal counsel when questions arise concerning the ability of a patient to access their medical records.

During the course of accessing their medical information, patient's may desire to have their medical records amended pursuant to 45 CFR §164.526. The Practice recognizes that with respect to patient's ability to seek amendments to their medical records and the Practice's rights and responsibilities in this regard the Regulations very specific and complex. Therefore the Practice will seek the help of its legal counsel when questions arise concerning the ability of a patient to amend their medical records.

Using due diligence to obtain patient acknowledgement before information is released. The Practice is required to obtain the patient's acknowledgement before sharing their information for treatment, payment, and health care operations. If a patient refuses to sign an acknowledgement, the Practice must document in the patient's medical record the manner in which the Practice has attempted, in good faith, to obtain the acknowledgement. In addition, separate patient authorizations must be obtained for non-routine disclosures and most non-health care purposes. Patients will have the right to request restrictions on the uses and disclosures of their information, although the Practice is bound to these restrictions only to the extent that the Practice agrees to such requested restrictions.

Providing recourse if privacy protections are violated. Patients will have the right to file a formal complaint with the Practice or with the Department of Health and Human Services ("HHS") concerning violations of the provisions of the Regulations or any related policies and procedures of the Practice.

Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101

Use of Medical Records

Boundaries on medical record use and disclosure. As a general rule, a patient's individually identifiable health information will only be used or disclosed for treatment, obtaining payment for treatment or healthcare operations permitted under the Regulations ("healthcare operations"), with particular exception for situations specifically set forth in the Regulations. Examples of such situations include, but are not limited to emergency situations, matters involving public health, judicial and administrative proceedings, law enforcement purposes, reports of abuse, neglect or domestic violence and serious threats to health and safety.

Ensuring that health information is not used for non-health purposes. Health information will not be used or disclosed for purposes not related to treatment, obtaining payment for treatment or healthcare operations (i.e. employment determinations, disclosures to financial institutions, research studies, marketing or fundraising) without explicit authorization from the individual, unless a specific exception appears in the Regulations permitting the use or disclosure of the information without an authorization.

Providing the minimum amount of information necessary. So long as is reasonably possible, the Practice will make all reasonable efforts to limit all uses and disclosures of personally identifiable health information to the minimum amount of protected health information necessary to accomplish the purpose of the use or disclosure (the "Minimum Necessary Standard"). The Minimum Necessary Standard does not apply to the use or disclosure of medical records for treatment purposes because physicians, specialists, and other providers need access to the full record to provide quality care. Additionally, the Minimum Necessary Standard also does not apply to disclosures of protected health information when the disclosure is authorized by the patient, pursuant to a valid authorization.

In order to meet the requirements of the Minimum Necessary Standard and educate the employees of the Practice on compliance with the Minimum Necessary Standard, the Practice will implement policies and procedures that restrict employee's access to and uses and disclosures of protected health information based on the specific role of the employee. The Practice will also develop internal policies that ensure that protected health information that is used within the office is handled in such a way as to minimize the risk of unauthorized employees or third parties accessing or discovering such protected health information. Additionally, the Practice will develop particular policies and procedures to govern how routine disclosures of protected health information will be addressed and what employees will have a role in such disclosures. These policies and procedures will be attached to this Manual. The Practice will seek the help of legal counsel, if necessary, in developing these policies and procedures. The Practice will also regularly educate its employees concerning what uses and disclosures of protected health information are not appropriate and what precautions the employees must take in order to ensure that patient health information is handled appropriately. As necessary, the Practice will seek the advice of legal counsel concerning specific examples of activities, use and disclosures that might violate the Minimum Necessary Standard.

Tracking of released information. Our Patients may view, request a copy of, amend, or receive a list of individuals and organizations that have seen their medical information during the period of the previous six (6) years; provided, however that the patient cannot ask for an accounting of disclosures prior to April 14, 2003. When an accounting is requested by a patient, the Practice has sixty (60) days from the date of such request to provide the accounting to the patient. The Practice may provide a summary of the data instead of the actual data itself and may charge a fee that is usual and customary for providing this information. Such amounts are set by law and revised on an annual basis. Because the Practice must be able to accurately provide to the patient a summary of all specific disclosures of the patient's medical information, the Practice will develop policies and procedures that enable it to efficiently and effectively identify all disclosures of which the Practice would be required to make an accounting. The Practice will seek the help of legal counsel, if necessary, in developing these policies and procedures.

The Regulations are very specific with respect to the information that must be included in the accounting to the patient. The modified Regulations indicate that all disclosures of a patient's protected health information must be documented in the accounting except for the following: (i) disclosures of information pursuant to the patient's authorization, (ii) disclosures made by the Practice to carry out treatment, payment or healthcare operations, (iii) disclosures to patients of protected health information about them. The Regulations are also very specific with regard to the content of the accounting.

According to the Regulations, the accounting must include (i) the date of the disclosure; (ii) the name and address of the organization or person who received the protected health information; (iii) a brief description of the information disclosed; and (iv) the purpose for which the information was disclosed or a copy of a written request for disclosure pursuant to 45 CFR §164.502(a)(2)(ii) or 45 CFR §164.512.

**Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101**

HIPAA Compliance Officer

The Practice has assigned the security responsibility for compliance with the Regulations to Barbara T. Callahan (the "Compliance Officer"). The responsibilities of the Compliance Officer include:

1. Managing and supervising the use of security measures within the Practice to protect data (once the Security Regulations are finalized, this will include ensuring compliance with such Security Regulations);
2. Managing and supervising the conduct of personnel in relation to the protection of data, specifically including compliance with the Minimum Necessary Standard;
3. Assuring that all employees of the Practice receive initial and annual training and education on the Practice's information privacy policies and procedures, which training must be documented;
4. Evaluating continued adherence to policies and procedures to ensure effective implementation; and
5. Auditing current policies and procedures to evaluate their adequacy and effectiveness.

The assignment of the Compliance Officer provides organizational focus, indicates the importance of security and establishes responsibility and accountability for all employees and owners of the Practice and all independent contractors and vendors utilized by the Practice.

Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101

Patient Acknowledgement

The Regulations require that healthcare providers with a direct treatment relationship with the patient make a good faith effort to obtain the patient's written acknowledgement of receipt of the Notice (the "Acknowledgement"). The Acknowledgement covers all uses and disclosures of protected health information for the purposes of treatment, payment or healthcare operations, and good faith efforts must be made to obtain the Acknowledgement no later than the date of first service delivery.

The Acknowledgement requirement appears in the modified Regulations. Under the initial Regulations, the Practice would have been required to obtain a Consent, a document which would have contained the patient's specific permission to use their protected health information for treatment, payment or healthcare operations. Pursuant to the initial Regulations, the Consent had to follow a specific form and had to contain specific elements. Since covered entities with a direct treatment relationship would have been required to obtain the Consent prior to treating the individual, the initial Regulations permitted the covered entity to refuse treatment to the individual if such individual refused to execute a Consent.

The modified Regulations have removed the requirement that covered entities obtain a Consent prior to treatment in favor of the Acknowledgement requirement. However, the modified Regulations expressly permit covered entities to obtain from the patient a document very similar in form to the Consent. The modified Regulations do not set forth the specific form that an Acknowledgement must take, so long as the Acknowledgement is written. The Practice believes that the original Consent provides patients with a clear understanding of their privacy rights. Additionally, the Practice believes that many of the elements that were required for a Consent are good elements to include in the Practice's Acknowledgement. Therefore, the Acknowledgement of the Practice will combine the elements of the original Consent with the acknowledgement language that is required pursuant to the modified Regulations.

General rule. Prior to treatment of a patient, the Practice must make good faith efforts to obtain an Acknowledgement from the patient indicating the patient's receipt of the Notice. The Acknowledgement covers all uses and disclosures relating to treatment, payment or healthcare operations. The Practice understands that the Regulations require it only to use good faith efforts to obtain the Acknowledgement. If a patient refuses to execute an Acknowledgement, the Practice will document in the patient's record the manner in which the Practice attempted in good faith to obtain the Acknowledgement. The Practice is permitted to treat the patient regardless of whether or not the patient actually signs the Acknowledgement, so long as the Practice has exercised good faith efforts to obtain the Acknowledgement and has documented such good faith efforts.

Acknowledgement form and content requirements. The Regulations do not specify the form that the Acknowledgement must take. Therefore the Practice has developed its own requirements for the form of the Acknowledgement. With respect to form and content, the Acknowledgement must:

- Inform the individual that protected health information may be used and disclosed by the Practice for purposes of treatment, payment or healthcare operations;
- Confirm that the patient has received a copy of the Practice's Privacy Notice;
- Refer the patient to the Practice's Privacy Notice for additional information about the use and disclosures of protected health information described in the Acknowledgement;
- Indicate that the patient has the right to review the Privacy Notice prior to signing the Acknowledgement;
- Inform the patient that they have the right to request restrictions on the uses and disclosures of protected health information for treatment, payment and healthcare operations. The Acknowledgement must also state that the Practice is not required to agree to such a request, but that if the Practice does agree to the request, the restriction will be binding on the Practice; and
- Be dated and signed by the patient or their authorized representative.
- The Practice will use an Acknowledgement substantially in the form attached hereto as Exhibit B, which Acknowledgement meets, all of the above requirements.

Situations where an Acknowledgement is not required. Uses and disclosures for treatment, payment, or healthcare operations are permitted prior to obtaining an Acknowledgement in emergency situations or other situations where it is impractical or impossible to obtain the written Acknowledgement prior to use or disclosure of the protected health information. However, the Practice must make good faith efforts to obtain the patient's acknowledgement (or the acknowledgement of the patient's authorized representative) as soon as is reasonably practicable thereafter.

Patient's refusal to execute an Acknowledgement. If, following good faith efforts by the Practice, a patient refuses to acknowledge in writing receipt of the Practice's Privacy Notice, the Practice is permitted to treat the patient, but as set forth in the General Rule, the Practice must document in the patient's record the good faith efforts taken by the Practice in attempting to obtain the patient's Acknowledgement. Because the Practice is permitted to treat the patient so long as the Practice exercises good faith efforts to obtain the patient's Acknowledgement, the Practice will not condition treatment of the patient on the patient's willingness to execute an Acknowledgement.

Effectiveness of Acknowledgement. Once the Practice has obtained an Acknowledgement or has exercised and documented good faith efforts to obtain such Acknowledgement (if the Acknowledgement cannot be obtained), the Practice is permitted to use and disclose the patient's protected health information for as long as is reasonably necessary for treatment, payment and healthcare operation purposes.

Restrictions on uses and disclosures under an Acknowledgement. An individual may attempt to request restrictions on uses or disclosures of their protected health information for treatment, payment or healthcare operations. The Practice does not need to agree to the restriction requested. However, if the Practice agrees to a requested restriction, failure to abide by such requested restriction will constitute a violation of the Regulations. Accordingly, the Practice will not agree to any requested restriction by a patient unless the Practice is certain that it will be able to always abide by such requested restriction.

Maintenance of Acknowledgement. As long as a patient is undergoing treatment at the Practice, the Practice should retain the Consent on its premises. Additionally, the Practice must retain the Acknowledgement for six (6) years from the date the Acknowledgement was last in effect.

Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101

Patient Authorization

If the Practice wishes to use protected health information for treatment, payment or healthcare operations, the Practice must obtain the patient's Acknowledgement as set forth above. However, if the Practice wishes to use or disclose the protected health information for any other purpose (examples might include marketing, fundraising and employment determinations), the Practice must obtain an authorization, a document that gives the Practice specific permission to use specified protected health information for specific enumerated purposes only (the "Authorization"). Specifically, an Authorization only permits the Practice to use and disclose the specific protected health information stipulated in the Authorization, and the actual uses and disclosures are limited to those uses and disclosures that are specified in the Authorization as well. The Authorization must be written in specific terms and must contain all of the essential elements enumerated in the Regulations. The Authorization must contain an expiration date and must state the purpose for which the information may be used or disclosed. Additionally, treatment may not be conditioned on the patient's issuance of an Authorization.

General rule. The Practice recognizes that an Authorization is required for any and all uses and disclosures of protected health information that are not specifically allowed by the Regulations or are not covered by an Acknowledgement. This means an Authorization is required for purposes that are not part of treatment, payment or healthcare operations and are not specific enumerated exceptions in the Regulations.

Authorization form and content requirements. The Authorization must meet the following requirements with respect to form and content:

- The Authorization must include a description of the protected health information that is permitted to be used or disclosed, with sufficient specificity to allow all employees of the Practice to immediately determine what specific information is covered by the Authorization. The Practice is only permitted to use or disclose the specific information referenced in the Authorization. The Practice will ensure that all of its employees comprehend the fact that if they do not understand what information is covered by the Authorization they must perform follow up research with the Compliance Officer regarding whether or not the Practice is permitted to use or disclose certain information. Unless and until the Compliance Officer clarifies whether or not specific information is covered by the Authorization, the information in question may not be used or disclosed. If there is any question in the Compliance Officer's mind as to whether or not information is permitted to be used or disclosed under the Authorization, the information should not be used or disclosed.
- The Authorization must include the name or other specific identification of the person(s) or class of persons that are authorized to use or disclose the protected health information. If

the Authorization permits a class of covered entities to disclose information to an authorized person, the class must be stated with sufficient specificity so that covered entities that are presented with the Authorization will know with reasonable certainty that the patient intended that covered entity to release the designated protected health information.

- The Authorization must include the name or other specific identification of the person(s) or class of persons to whom the covered entity is authorized to make the use or disclosure. The Authorization must identify these persons with sufficient specificity to reasonably permit a covered entity responding to the Authorization to identify the authorized user or recipient of the designated protected health information.
- The Authorization must state an expiration date or event. This expiration date or event must either be a specific date (e.g., January 1, 2003), a specific time period (e.g., one year from the date of signature) or an event directly relevant to the patient or the purpose of the use or disclosure (e.g., for the duration of the individual's enrollment with the health plan that is authorized to make the use or disclosure). The Practice recognizes that the Regulations merely set the federal floor for privacy of personally identifiable health information. Therefore there may be applicable federal and state laws that set more stringent requirements on the duration of such Authorization. To the extent that Pennsylvania law sets forth a higher standard for signed Authorizations, the Practice will follow such more stringent state law.
- The Authorization must inform the patient that they have the right to revoke the Authorization in writing, except to the extent that the Practice has acted in reliance on the Authorization. The Authorization must also include instructions on how the patient may revoke the Authorization. By way of example, the Authorization should include an address where the patient should send any written requests for revocation, and the Authorization should include a simple explanation of the process that should be taken by the patient in order to revoke the Authorization.
- The Authorization must inform the patient that, when the designated protected health information is used or disclosed pursuant to the Authorization, such designated protected health information may be subject to re-disclosure by the recipient and may no longer be protected by the Regulations.
- The Authorization must include the individual's signature and the date of the signature. The Center for Medicare and Medicaid Services ("CMS") is required under HIPAA to adopt standards for electronic signatures (the "Standards"). Once CMS adopts the Standards, an electronic signature that meets the requirements set forth in the Standards will satisfy the requirements for signatures on Authorizations under the Regulations.
- If the Authorization is signed by a personal representative of the patient, the authorized personal representative must indicate his or her authority to act for the patient.
- The Authorization must be written in plain language.
- A form Authorization that meets all of these requirements is attached hereto as Exhibit C.

Limitations on amount of information to be covered by Authorization. There are no limitations on the information that can be authorized for disclosure in an Authorization. If an individual patient wishes to authorize the Practice to disclose his or her entire medical record, the Authorization can so specify. However, in order for the Practice to disclose the entire medical record, the Authorization must be specific enough to ensure that the patient clearly understands that the entire record will be disclosed. Examples of sufficiently specific descriptions would include, but not be limited to (i) "all health information" or (ii) "the entire medical record".

Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101

Patient Information Security

The Practice maintains the confidentiality of all patient information, including patient information stored in both electronic and paper forms.

Confidentiality of patient information stored in electronic form. All patient information maintained in electronic files will be protected through the vigilant use of passwords on computer terminals and stations. Computer hardware will be located in secure locations, and the security of computer software will be protected through the use of auto-logoff activation and the installation of anti-virus software. Pursuant to the Minimum Necessary Standard, the Practice will ensure that only employees that require access to patient information will have access to the files stored in electronic formats. Examples of patient information that will be maintained and stored in electronic form include, but are limited to the following: confidential patient demographic information, billing information, insurance and payer information and other information collected for the purpose of effecting clinical and administrative information. The Practice will maintain backups for all computer systems and data storage units to enable disaster data retrieval. All company data files will have on-site and off-site storage of records.

The Practice acknowledges that as of the time that the Practice is creating this Manual, Security Regulations pursuant to HIPAA have not been finalized. Once the Security Regulations are finalized, the Practice will review its internal policies to ensure that it meets all of the requirements set forth in the Security Regulations. The Practice acknowledges that it may need to seek the assistance of legal counsel and/or professional consultants in order to ensure that the Practice's policies and procedures for protecting electronic records meet the anticipated requirements under the Security Regulations. The Practice will seek such consulting assistance as needed in order to ensure compliance.

Additionally, the Practice will maintain the confidentiality of patient information by following each of these additional requirements:

- No confidential patient information will be transmitted via the use of facsimile unless the Practice takes all reasonable precautions to assure that the recipient of the faxed information can be identified and is authorized to receive such protected health information. Except in cases where protected health information will be faxed to another covered entity, to a business associate of the Practice or to the patient directly, all individuals and entities who receive faxed materials must execute the Disclosure of Faxed Protected Health Information form attached hereto as Exhibit D.
- Except for the disclosure of protected health information for purposes of treatment, payment or healthcare operations, only information required to fulfill a legal request will be sent electronically.

- The Practice will not email any medical information unless all reasonable security mechanisms are in place, including, but not limited to the use of password protection, encryption and authentication or as specifically directed by a patient and agreed to by the Practice.

Confidentiality of patient information stored in paper form.

All patient records will be maintained in secured areas with appropriate fire protection and locked doors and/or cabinets. Pursuant to the Minimum Necessary Standard, the Practice will ensure that only employees that require access to patient information will have access to the files stored in paper formats. As permitted under the Regulations, the Practice may release paper records containing personally identifiable health information to third parties assisting the Practice in providing treatment, obtaining payment for such treatment and performing healthcare operations. All paper records containing personally identifiable health information will be destroyed through shredding or incineration, or such other means as to reasonably ensure complete destruction of such information.

Confidentiality of patient information transmitted through oral means of communication. Employees of the Practice will use reasonable precautions to be sure that they do not discuss individually identifiable health information in an unsecured area or within ear shot of any third parties that do not need access to such information for treatment, payment or healthcare operation purposes. In keeping with the spirit of the Minimum Necessary Standard, employees of the Practice will exercise all reasonable precautions to ensure that unintentional disclosures of protected health information are not made. Patient information can be collected and transmitted via telephone, however, confidential patient information will not be left on an answering machine unless the Practice has obtained specific consent from the patient to leave such information on an answering machine. The use of speaker telephone by employees of the Practice is prohibited if there is any reasonable chance of an unauthorized third party hearing such information. In order to further protect the privacy of individually identifiable patient information transmitted through the use of a telephone, the following precautions will be exercised by all employees of the Practice:

- When telephoning a patient's information, all employees of the Practice will make every reasonable effort to establish the identity of the patient prior to releasing any confidential information.
- At the start of each telephone conversation, all employees of the Practice must verify from the individual on the other end of the telephone conversation. The following serve as examples of ways to reasonably establish the identity of the other individual: (i) social security number, (ii) address, including zip code, (iii) treating therapist's or physician's name and (iv) any other information such employee reasonably believes necessary to establish identity such as mother's maiden name or a pre-assigned code name.
- If the employee doubts the identity of the individual on the other end of the telephone conversation or if the other individual refuses to provide any reasonably requested information, the Practice shall refuse to discuss individually identifiable information with such individual over the telephone.

Employees of the Practice are permitted to discuss protected health information with a patient as necessary for treatment purposes. However, employees of the Practice are expected to exercise reasonable

precautions to ensure that sensitive health information is not discussed in a common area of the Practice. In particular, when talking to individual patients in the gym or other similar areas, employees of the Practice are expected to exercise additional caution when discussing any personally identifiable information and will not discuss anything with a patient that could reasonably be deemed to be sensitive information. Additionally, employees of the Practice are prohibited from discussing individually identifiable information with other employees in the gym or similar areas unless reasonably necessary for treatment purposes.

Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101

Transactions Affected

The Regulations include the Standards for Electronic Transactions (the "EDI Standards") which govern the electronic transfer of health information. The EDI Standards set forth eight (8) transactions that are covered by the EDI Standards. If the Practice conducts (using electronic means) one of the covered transactions with another covered entity, the Practice conduct the transaction as a covered transaction and must utilize the appropriate standard code sets for transmission of the information as set forth in the EDI Standards. Examples of such affected transactions include the following:

- Provider claims to a health plan for payment of health care or equivalent encounter information from a provider to a plan for reimbursement;
- Inquiries and responses related to eligibility for coverage of or benefits associated with a health plan;
- Requests for and responses to obtain certification and authorization for health care;
- Requests for and responses to obtain status of a health care claim;
- Transmissions of a subscriber's health plan enrollment and disenrollment information;
- Health care payment funds transfer information, remittance advice and explanations of benefits;
- Health plan premium payments; and
- Coordination of benefits.

The Practice is required to comply with the EDI Standards no later than October 15, 2002. However, the Practice can obtain a one (1) year extension for such compliance date by filing an extension form with HHS. In order to ensure compliance with the EDI Standards, the Practice will verify with applicable suppliers and vendors that all computer software and programs used by the Practice are HIPAA-complaint and meet the specific rules and regulations regarding standard code sets set forth in the EDI Standards.

Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101

Penalties and Compliance

Potential sanctions. Individuals who violate the privacy rules will face new criminal and civil penalties. Sanctions are imposed on a sliding scale, based on the number of violations and depending on the level of intent. Violators who unintentionally disclose information will face civil fines of \$100 per violation, up to a total of \$25,000 per calendar year, per violation, per individual. HIPAA also provides for criminal sanctions of \$50,000 and one (1) year in prison for obtaining protected information under false pretenses. Violators who intentionally release protected health information for personal or commercial gain face criminal sanctions punishable by up to \$250,000 and ten (10) years in prison.

Compliance requirements. The Practice is required to establish privacy conscious business practices. These include, but are not limited to performing initial training of staff and independent contractors, complete with annual training updates, concerning privacy issues, designating a "privacy officer" and ensuring that appropriate safeguards are established and maintained in order to protect personally identifiable health information.

Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101

Business Associate Relationship

The Regulations extend into the area of contracting as well by addressing business associates ("business associates"). The Practice works with a variety of third parties in order to provide effective healthcare services. A "business associate relationship" exists, as defined in the Regulations, when the right to use or disclose protected health information belongs to the covered entity and another party uses or discloses that information on behalf of, or to provide services to, the covered entity. The Regulations provide examples of business associates, including those who perform legal services, accounting services, consulting or management services, contracting services, supply services, temporary staffing help, administrative accreditation and financial services. The Regulations permit covered entities to disclose protected health information to these business associates (without obtaining an authorization or an additional acknowledgement) if the covered entity obtains satisfactory assurance, through a written agreement, that the business associate will take proper actions to safeguard the protected information. If the business associate misuses the protected health information, the covered entity will be liable under the Regulations only if it knew of the business associate's actions and failed to take action to correct the problem or failed to terminate the business associate contract.

In order to protect itself from potential liability should a business associate mishandle protected health information, the Practice will enter into a written contract with each business associate that has access to protected health information (the "Business Associate Agreement"). By entering into a Business Associate Agreement, the business associate will agree to protect all protected health information it receives or creates in the same manner that the business associate would be required to protect such information if the business associate were directly covered under the Regulations. Business Associate Agreements may be separate contracts between the business associate and the covered entity or, specific language may be inserted into existing contracts to address the issues raised by HIPAA. In order to adequately protect the Practice, the following provisions will be included in any contract between the Practice and any business associate:

- The parties acknowledge that the Business Associate provides certain services to the Practice and, in connection with those services, the Practice discloses to Business Associate or Business Associate receives on behalf of the Practice certain individually identifiable protected health information ("PHI") that is subject to protection under the federal health care privacy regulations, codified at 45 CFR §§ 160 and 164, as may be amended ("Privacy Regulations"), of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- Performance of Agreement. The Business Associate, its agents and employees (collectively referred to as “Business Associate”) may use PHI solely to perform its duties under this Agreement and only as specifically allowed by this Agreement. Business Associate agrees that it will not use or disclose PHI in a manner that violates or would violate the Privacy Regulations.
- Safeguards for Protection of PHI. The Business Associate agrees that it will: (a) protect and safeguard all PHI that it may come into contact with, from any oral and written disclosure, regardless of the type of media on which it is stored (e.g., computer software, paper, fiche, etc.) in accordance with applicable statutes and regulations, including, but not limited to the Privacy Regulations; (b) implement and maintain appropriate policies and procedures to protect and safeguard PHI; and (c) use appropriate safeguards to prevent use and disclosure of PHI other than as permitted by this Agreement or required by law. The Business Associate acknowledges that the Practice is relying on the safeguards of the Business Associate in selecting Business Associate as a business partner. Business Associate shall promptly notify Practice of any material change to any aspect of its safeguards.
- Reporting of Unauthorized Use. The Business Associate will promptly report to the Practice any unauthorized use or disclosure of PHI immediately upon becoming aware of it and will indemnify and hold the Practice harmless from all liabilities, costs and damages arising out of or in any manner connected with the improper disclosure by Business Associate of any PHI.
- Use of Agents or Subcontractors. To the extent the Business Associate uses one or more subcontractors or agents to provide services under this Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall require that each subcontractor or agent agree, in writing, to be bound by the terms of this Agreement to the same extent as the Business Associate.
- Breach or Misuse of PHI. The Business Associate recognizes that any breach of the terms of this Agreement relating to the Privacy Regulations or HIPAA will give the Practice the immediate right to terminate this Agreement, without prior notice in order to protect the interests of the patients of the Practice. Unauthorized disclosure may give rise to irreparable injury to the patient and may be grounds for legal action against the Business Associate.
- Amendments to PHI. The Business Associate acknowledges that the Privacy Regulations require the Practice to provide access to PHI to the subject of that information, if and when Business Associate makes any Material Alteration (as that term is defined in the Privacy Regulations) to such information. Business Associate shall provide the Practice with notice of each Material Alteration in any PHI and shall cooperate promptly with the Practice in responding to any request made by any subject of such information to inspect and/or copy such information. Business Associate may not deny the Practice access to any such information if, in the Practice’s sole discretion, such information must be made available to the subject seeking access to it pursuant to the Privacy Regulations. The Business

Associate shall promptly incorporate all amendments or corrections to PHI when notified by the Practice that such information is inaccurate or incomplete.

- Access to PHI. The Business Associate agrees that it will: (a) provide patients of the Practice with access to PHI in accordance with 45 CFR § 164.524; and (b) make available all information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. If specific information is requested, the Business Associate will provide such information to the Practice as soon as possible, but in no case later than twenty (20) days from the date of request by the Practice. Each accounting shall provide: (i) the date of each disclosure; (ii) the name and address of the organization or person who received the PHI; (iii) a brief description of the information disclosed; and (iv) the purpose for which the information was disclosed or a copy of a written request for disclosure pursuant to 45 CFR §164.502(a)(2)(ii) or 45 CFR §164.512. In addition, if during the period of accounting, multiple disclosures have been made to the same person or entity for a single purpose or authorization, the Business Associate shall disclose the number or frequency of disclosures, as well as the date of the last disclosure. Business Associate shall maintain a process to provide this accounting of disclosures for as long as Business Associate maintains PHI received from or on behalf of the Practice. Additionally, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by one party on behalf of the other, available to the Secretary of the Department of Health and Human Services, governmental officers and agencies for purposes of determining compliance with 45 CFR §§164.500-534.
- Access to the Practice. Upon reasonable notice and during normal hours of business, the Business Associate shall make its facilities, systems, books and records available to the Practice as reasonably necessary to monitor compliance with this Agreement.
- Termination Provisions. The Practice may immediately, upon written notice, terminate this Agreement, without penalty, if the Practice, in its sole discretion, reasonably suspects (a) that Business Associate has improperly used or disclosed PHI in breach of this Agreement; (b) that any of Business Associate's safeguards are unsatisfactory for the protection of PHI; or (c) that the Business Associate has violated any material term of this Agreement relating to the Privacy Regulations or HIPAA. The Practice may terminate this Agreement immediately, upon written notice, if Business Associate repeatedly violates this Agreement or any provision hereof, irrespective of whether, or how promptly, Business Associate may remedy such violation after being notified of the same. In the event of any such termination, the Practice shall not be liable for the payment of any services performed by Business Associate after the effective date of termination. The Business Associate agrees that, upon termination of this Agreement, for whatever reason, it will return to the Practice or destroy all PHI received from, or created or received by the Business Associate, on behalf of the Practice, regardless of form. The Business Associate will retain no copies of such information. An authorized representative of Business Associate shall certify in writing to the Practice, within five (5) days from the date of termination of this Agreement, that all PHI has been returned or disposed of as provided above and that Business Associate no longer retains any such PHI in any form. To the extent such return or destruction of PHI is not feasible, Business Associate shall extend the precautions of this Agreement to the retained information. Business Associate shall remain bound by the

provisions of this Agreement relating to the Privacy Regulations or HIPAA, until such time as all PHI has been returned or otherwise destroyed as provided in this Section.

- Indemnification. The Business Associate shall indemnify and hold the Practice harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach by the Business Associate of the provisions of this Agreement relating to the Privacy Regulations or HIPAA.
- Insurance. If the Practice requires, the Business Associate shall obtain and maintain insurance coverage against improper uses and disclosures of PHI by the Business Associate, naming the Practice as an additional named insured. Promptly following a request by the Practice for the maintenance of such insurance coverage, Business Associate shall provide a certificate evidencing such insurance coverage.
- Disclaimer. THE PRACTICE MAKES NO WARRANTY OR REPRESENTATION THAT COMPLIANCE BY THE BUSINESS ASSOCIATE WITH THIS AGREEMENT OR THE PRIVACY REGULATIONS WILL BE ADEQUATE OR SATISFACTORY FOR BUSINESS ASSOCIATE'S OWN PURPOSES OR THAT ANY INFORMATION IN THE POSSESSION OR CONTROL OF BUSINESS ASSOCIATE, OR TRANSMITTED OR RECEIVED BY BUSINESS ASSOCIATE, IS OR WILL BE SECURE FROM UNAUTHORIZED USE OR DISCLOSURE, NOR SHALL THE PRACTICE BE LIABLE TO BUSINESS ASSOCIATE FOR ANY CLAIM, LOSS OR DAMAGE RELATING TO THE UNAUTHORIZED USE OR DISCLOSURE OF ANY INFORMATION RECEIVED BY BUSINESS ASSOCIATE FROM PRACTICE OR FROM ANY OTHER SOURCE. THE BUSINESS ASSOCIATE IS SOLELY RESPONSIBLE FOR ALL DECISIONS MADE BY BUSINESS ASSOCIATE REGARDING THE SAFEGUARDING OF PHI.

The Practice acknowledges and understands that the above provisions contain model language that is required under the Privacy Regulations to be included in all contracts with Business Associates. The Practice acknowledges and understands that the above provisions relate only to protections necessary for the Practice under the Privacy Regulations and do not address a host of other legal issues raised in business contracts. The Practice will have all contracts reviewed by legal counsel.

Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101

Exhibits to HIPAA Procedure Manual

Exhibit A - Notice of Protected Health Information Practices (Privacy Notice)

Exhibit B - Acknowledgement of Receipt of Privacy Notice

Exhibit C - Patient Authorization for Practice to Obtain or Release Protected Health Information

Exhibit D - Disclosure of Protected Health Information by Facsimile

Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101

NOTICE OF PROTECTED HEALTH INFORMATION PRACTICES

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.

Purpose of Notice

Under the federal health care privacy regulations pertaining to the Health Insurance Portability and Accountability Act of 1996 set forth at 45 CFR § 160.101 et seq. (the "Privacy Regulations"), Lawrence County Physical Therapy Institute, Inc. ("the Practice") is required to protect the privacy of your individually identifiable health information, which includes information about your health history, symptoms, test results, diagnoses, treatment, and claims and payment history. We are also required to provide you with this Notice of Protected Health Information Practices regarding our legal duties, policies and procedures to protect and maintain the privacy of your health information ("the Notice"). We will not use or disclose your health information except as provided for in this Notice. However, we reserve the right to change the terms of this Notice and make new notice provisions for all your health information that we maintain. Should such terms change, we will mail a revised Notice to the mailing address most recently listed in your medical record.

Permitted Uses and Disclosures of Your Health Information

1. **Uses and Disclosures with Patient Consent:** Under the Privacy Regulations, after having made good faith efforts to obtain your acknowledgement of receipt of this Notice, we are permitted to use and disclose your health information for the following purposes:
 - a. **Treatment.** We are permitted to use your health information in the provision and coordination of your health care. We may disclose information contained in your medical record to your primary health care provider, consulting providers, and to other health care personnel who have a need for such information for your care and treatment. For example, your physical therapist may disclose your health information when consulting with a physician regarding your medical condition.
 - b. **Payment.** We are permitted to use your health information for the purposes of determining coverage, billing, claims management, medical data processing and reimbursement. This information may be released to an insurance company, third party payor or other authorized

entities involved in the payment of your medical bill and may include copies or portions of your medical record which are necessary for payment of your account. For example, a bill sent to your insurance company may include information that identifies you, your diagnosis, and the procedures and supplies used in your treatment.

- c. **Health Care Operations**. We are permitted to use and disclose your health information during the Practice's routine health care operations, including, but not limited to, quality assurance, utilization reviews, medical reviews, auditing, accreditation, certification, licensing or credentialing activities and for education purposes.
2. **Uses and Disclosures With Patient Authorization**. Under the Privacy Regulations, we can use and disclose your health information for purposes other than treatment, payment or health care operations with your written authorization. For example, with your authorization we can provide your name and medical condition to companies who might be able to provide you useful items or services. Under the Privacy Regulations, you may revoke your authorization; however, such revocation will not have any effect on uses or disclosures of your health information prior to our receipt of the revocation.
3. **Uses and Disclosures With Patient Opportunity to Verbally Agree or Object**. Under the Privacy Regulations, we are permitted to disclose your health information without your written consent or authorization to a family member, a close personal friend or any other person identified by you, if the information is directly relevant to that person's involvement in your care or treatment. You must be notified in advance of the use or disclosure and have the opportunity to verbally agree or object.
4. **Uses and Disclosures Without an Acknowledgement, Authorization or Opportunity to Verbally Agree or Object**. Under the Privacy Regulations, we are permitted to use or disclose your health information without your consent, authorization or the opportunity to verbally agree or object with regard to the following:
 - a. **Uses and Disclosures Required by Law**. We will disclose your health information when required to do so by law.
 - b. **Public Health Activities**. We may disclose your health information for public health reporting, reporting of communicable diseases and vital statistics and similar other circumstances.
 - c. **Abuse and Neglect**. We may disclose your health information if we have a reasonable belief of abuse, neglect or domestic violence.
 - d. **Regulatory Agencies**. We may disclose your health information to a health care oversight agency for activities authorized by law, including, but not limited to, licensure, certification, audits, investigations and inspections. These activities are necessary for the government and certain private health oversight agencies to monitor the health care system, government programs and compliance with civil rights.
 - e. **Judicial and Administrative Proceedings**. We may disclose health information in judicial and administrative proceedings, as well as in response to an order of a court, administrative tribunal, or in response to a subpoena, summons, warrant, discovery request or similar legal request.

- f. **Law Enforcement Purposes.** We may disclose your health information to law enforcement officials when required to do so by law.
 - g. **Coroners, Medical Examiners, Funeral Directors.** We may disclose your health information to a coroner or medical examiner. This may be necessary, for example, to determine a cause of death. We may also disclose your health information to funeral directors, as necessary, to carry out their duties.
 - h. **Research.** Under certain circumstances, we may disclose your health information to researchers when their clinical research study has been approved by an institutional review board that has reviewed the research proposal and provided that certain safeguards are in place to ensure the privacy and protection of your health information.
 - i. **Threats to Health and Safety.** We may use or disclose your health information if we believe, in good faith, the use or disclosure is necessary to prevent or lessen a serious or imminent threat to the health or safety of a person or the public.
 - j. **Military/Veterans.** If you are a member of the armed forces, we may disclose your health information as required by military command authorities.
 - k. **Workers' Compensation.** We may disclose your health information to the extent necessary to comply with laws relating to workers' compensation or other similar programs.
 - l. **Marketing.** We may use or disclose your health information to make a marketing communication to you, if such communication is conducted face-to-face, concerns products or services of nominal value, or identifies us as the communicating party and that we will receive remuneration for making the communication and, where required by the Privacy Regulations, instructions describing how you may verbally object to receiving future communications.
 - m. **Appointment Reminders.** We may use and disclose your health information to remind you of an appointment for treatment and medical care at our practice.
 - n. **Other Uses and Disclosures.** In addition to the reasons outlined above, we may use and disclose your health information for other purposes permitted by the Privacy Regulations.
5. **Uses and Disclosures to Business Associates.** With an acknowledgement or a proper authorization, we are permitted to disclose your health information to Business Associates and to allow Business Associates to receive your health information on our behalf. A Business Associate is defined under the Privacy Regulations as an individual or entity under contract with us to perform or assist us in a function or activity which requires the use of your health information. Examples of business associates include, but are not limited to, consultants, accountants, lawyers, medical transcriptionists and third party billing companies. We require all Business Associates to protect the confidentiality of your health information.

Patient Rights

Although your medical record is our property, you have the following rights concerning your medical record and health information:

1. **Right to Request Restrictions on the Use and Disclosure of Your Health Information.** You have the right to request restrictions on the use and disclosure of your health information for treatment, payment and health care operations. However, we are not required to agree with such a request. If, however, we agree to the requested restriction, it is binding on us.
2. **Right to Inspect and Copy Your Health Information.** You have the right to inspect and copy your own health information upon request. However, we are not required to provide you access to all the health information that we maintain. For example, this right does not extend to psychotherapy notes, information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative proceeding, or subject to or exempt from Clinical Laboratory Improvements Amendments of 1988. Access may also be denied if disclosure would reasonably endanger you or another person.
3. **Right to Verbally Object.** You have the right to verbally object to certain disclosures that are routinely made for treatment, payment or healthcare operations or for other purposes without an Authorization. For example, we are required to give you an opportunity to object to the sharing of your health information with a person or family member accompanying you for treatment.
4. **Right to Seek an Amendment of Your Health Information.** You have the right to request an amendment of your health information. If we disagree with the requested amendment, we will permit you to include a statement in the record. Moreover, we will provide you with a written explanation of the reasons for the denial and the procedures for filing appropriate complaints and appeals.
5. **Right to an Accounting of Disclosure of Your Health information.** You have the right to receive an accounting of disclosures made by us of your health information within six (6) years prior to the date of your request; provided, however that we need not provide an accounting for any information disclosed prior to April 14, 2003. The accounting will not include disclosures related to treatment, payment or health care operations, disclosures made to you, disclosures made pursuant to a validly executed authorization, disclosures permitted by the Privacy Regulations, disclosures to persons involved in your care, or disclosures that occurred prior to the April 14, 2003 compliance deadline under the Privacy Regulations. The accounting of disclosures shall include the date of each disclosure, name and address of the person or organization who received your health information, a brief description of the information disclosed, and the purpose for the disclosure.
6. **Right to Confidential Communications.** You have the right to receive confidential communications of your health information by alternative means or alternative locations. For example, you may request that we only contact you at work or by mail.

7. **Right to Revoke Your Authorization.** You have the right to revoke a validly executed authorization for the use or disclosure of your health information. However, such revocation will not have any effect on uses or disclosures prior to the receipt of the revocation.
8. **Right to Receive Copy of this Notice.** You have the right to receive a copy of this Notice.

Contact Information and How to Report a Privacy Rights Violation

If you have questions and would like additional information regarding the uses and disclosures of your health information, you may contact Barbara T. Callahan at 724-652-4334. Moreover, the Practice has established an internal complaint process for reporting privacy rights violations. If you believe that your privacy rights have been violated, you may file a complaint with us or the Secretary of the Department of Health and Human Services at 200 Independence Avenue, S.W., Washington, D.C. 20201. To file a complaint with us, please contact Barbara T. Callahan at 724-652-4334. All complaints must be submitted to the Practice in writing at 2730 Ellwood Road, New Castle, PA 16101. There will be no retaliation for filing a complaint.

Effective Date

The effective date of this Notice is April 15, 2003.

**Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101**

Acknowledgement of Receipt of Privacy Notice

Purpose of this Acknowledgement

This Acknowledgement, which allows the Practice to use and/or disclosure personally identifiable health information for treatment, payment or healthcare operations, is made pursuant to the requirements of 45 CFR §164.520(c)(2)(ii), part of the federal privacy regulations for the Health Insurance Privacy and Accountability Act of 1996 (the "Privacy Regulations").

Please read the following information carefully:

1. I understand and acknowledge that I am consenting to the use and/or disclosure of personally identifiable health information about me by Lawrence County Physical Therapy Institute, Inc. (the "Practice") for the purposes of treating me, obtaining payment for treatment of me, and as necessary in order to carry out any healthcare operations that are permitted in the Privacy Regulations.

2. I am aware that the Practice maintains a Privacy Notice which sets forth the types of uses and disclosures that the Practice is permitted to make under the Privacy Regulations and sets forth in detail the way in which the Practice will make such use or disclosure. By signing this Acknowledgement, I understand and acknowledge that I have received a copy of the Privacy Notice.

3. I understand and acknowledge that in its Privacy Notice, the Practice has reserved the right to change its Privacy Notice as it sees fit from time to time. If I wish to obtain a revised Privacy Notice, I need to send a written request for a revised Privacy Notice to the office of the Practice at the following address:

2730 Ellwood Road
New Castle, PA 16101
Attention: Practice Compliance Director

4. I understand and acknowledge that I have the right to request that the Practice restrict how my information is used or disclosed to carry out treatment, payment or healthcare operations. I understand and acknowledge that the Practice is not required to agree to restrictions requested by me, but if the Practice agrees to such a requested restriction it will be bound by that restriction until I notify it otherwise in writing.

I request the following restrictions be placed on the Practice's use and/or disclosure of my health information (leave blank if no restrictions): _____

I understand the foregoing provisions, and I wish to sign this Acknowledgement authorizing the use of my personally identifiable health information for the purposes of treatment, payment for treatment and healthcare operations.

**BY SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE REVIEWED
AN EXECUTED COPY OF THIS ACKNOWLEDGEMENT AND A COPY
OF THE PRACTICE'S POLICY NOTICE AND AGREE TO THE PRACTICE'S
USE AND DISCLOSURE OF MY PROTECTED HEALTH INFORMATION
FOR TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS.**

Signature of Patient or Representative

Date

Patient's Name

Date of Birth

Social Security Number

Name of Personal Representative (if applicable)

Relationship to Patient

To Be Completed by the Practice

The requested restrictions on the use and/or disclosure of the patient's health information set forth above are:

_____ Accepted

_____ Denied

_____ Not Applicable

_____ Other (explain) _____

Signature of Authorized Practice Representative

Date

**Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101**

**Patient Authorization for Practice to Obtain or
Release Protected Health Information**

This Authorization for the use and/or disclosure of the specific personally identifiable health information set forth in this Authorization is made pursuant to the requirements of 45 CFR §164.508, which sets out the federal privacy regulations for the Health Insurance Privacy and Accountability Act of 1996 and authorizes Lawrence County Physical Therapy Institute, Inc. (the "Practice") to obtain the personally identifiable health information specifically referenced in this Authorization.

Please read the following information carefully:

I, the undersigned, authorize the use and/or disclosure of personally identifiable health information about me as described below:

1. I authorize the following person(s) or class of persons to use and/or disclose the information:

2. I authorize the following person(s) or class of persons to receive the information:

3. The following is a description of the information that I authorize to be used and/or disclosed:

4. The information will be used and/or disclosed only for the following purposes:

5. I understand and acknowledge that if the person or entity that receives the information is not a health care provider or health plan covered by the federal privacy regulations, the information described above may be redisclosed and no longer protected by these regulations.

6. **(If applicable)** I understand that the Practice will receive compensation for its use and/or disclosure of the information.

7. I understand and acknowledge that I may refuse to sign this Authorization and that my refusal to sign will not affect my ability to obtain treatment or payment or my eligibility for benefits. I understand that I may inspect or copy any information used and/or disclosed under this Authorization.
8. I understand and acknowledge that I may revoke this Authorization at any time by sending a written revocation to the Practice at the following address:

2730 Ellwood Road
New Castle, PA 16101
Attention: Practice Compliance Director

However, I also understand and acknowledge that if I revoke this Authorization, my revocation will not be effective to the extent that the Practice has already acted in reliance on this Authorization.

9. This Authorization expires _____
_____ (insert applicable date or event).

I understand all of the provisions in this Authorization, and I wish to execute this Authorization thereby authorizing the use and/or disclosure of the information described above for the purposes described above.

[REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

**BY SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE REVIEWED
THIS AUTHORIZATION AND AGREE TO THE PRACTICE'S USE AND DISCLOSURE
OF MY PROTECTED HEALTH INFORMATION FOR THE PURPOSES SET FORTH WITHIN
THIS AUTHORIZATION**

Signature of Patient or Representative

Date

Patient's Name

Date of Birth

Social Security Number

Name of Personal Representative (if applicable)

Relationship to Patient

A copy of the completed and signed Authorization form has been provided to the patient or representative:

_____ Yes

_____ No

Signature of Authorized Practice Representative

Date

Lawrence County Physical Therapy Institute, Inc.
2730 Ellwood Road
New Castle, PA 16101

Disclosure of Protected Health Information by Facsimile

Please read the following information carefully:

- I understand that one method of transfer of Protected Health Information (PHI) will be by facsimile (FAX).
- I understand that communication of PHI between health care providers and others may be necessary for the adequate and efficient treatment of patients. Records containing health information, history, symptoms, test results, diagnose, treatment and claims may be included.
- I agree that only representatives authorized by Lawrence County Physical Therapy Institute, Inc. (the "Practice"), its agents and employees or its specified Business Associates and their agents and employees will request PHI or be provided with PHI to facilitate necessary communications.
- I understand and acknowledge that the PHI disclosed by the Practice will only be used for treatment, payment and health care operations and serves.
- **I acknowledge that the facsimile machine receiving the PHI is in a protected area which limits access to authorized individuals only. I also acknowledge that all PHI received will be protected in accordance with application statutes and regulations, including, but not limited to the Privacy Regulations and applicable state and federal laws.**

BY SIGNING THIS FORM, I ACKNOWLEDGE THAT I AGREE TO THE CONDITIONS FOR RECEIVING PROTECTED HEALTH INFORMATION BY FACSIMILE.

Signature of Authorized Practice or Business Associate Representative

Date

Printed Name of Representative