

DAYTON EYE ASSOCIATES

**Notice of Privacy Practices for Protected Health Information**

**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!**

This office is permitted by federal privacy laws to make uses and disclosures of your health information for purposes of treatment, payment, and health care operations. Protected health information (“PHI”) is the information we create and obtain in providing our services to you. Such information may include documenting your symptoms, examination and test results, diagnoses, treatment, and applying for future care or treatment. It also includes billing documents for those services. This notice describes our responsibilities in keeping your PHI private and confidential. This notice also describes your rights in relation to your PHI.

**Examples of uses of your health information for treatment purposes are:**

- A staff member obtains treatment information about you and records it in a health record.
- During the course of your treatment, the physician determines he/she will need to consult with another specialist in the area. He/she will share the information with such specialist and obtain his/her input. Also, this specialist may need such information so that he/she may directly provide you with treatment.

**Example of use of your health information for payment purposes:**

- We submit requests for payment to your health insurance company. The health insurance company (or other business associate helping us obtain payment) requests information from us regarding medical care given. We will provide information to them about you and the care given and possibly to obtain approval in advance for treatment we would like to provide to you.

**Example of use of your information for Health Care Operations:**

- We obtain services from our insurers and other third parties, some being business associates with whom we have contracted which may include services such as quality assessment, quality improvement, outcome evaluation, protocol and clinical guidelines development, training programs, credentialing, medical/client review, transcription, billing, legal services, and insurance. We will share information about you with such insurers or other business associates as necessary to obtain these services.

**Your Health Information Rights**

**The health and billing records we maintain are the physical property of the doctor’s office. The information in it, however, belongs to you. You have a right to:**

- Request a restriction on certain uses and disclosures of your health information by delivering the request on our form to our office – we are not required to grant the request but we will comply with any request granted;
- Obtain a paper copy at any time of this Notice of Privacy Practices for PHI (“Notice”) by making a request at our office. This is true even if you have previously received this Notice electronically;
- Request that you be allowed to inspect and copy your health record and billing record – you may exercise this right by delivering the request in writing to our office using the form we provide to you upon request. We are not obligated to agree to all requests; if we don’t, we will tell you why. You may be charged for such a copy if we agree to your request.
- Appeal a denial of access to your PHI except in certain circumstances;
- Request that your health care record be amended to correct incomplete or incorrect information by delivering a written request to our office using the form we provide to you upon request. (The physician or other health care provider is not required to make such amendments);
- File a statement of disagreement if your amendment is denied, and require that the request for amendment and any denial be attached in all future disclosures of your PHI;
- Obtain an accounting of disclosures of your health information as required to be maintained by law by delivering a written request to our office using the form we provide to you upon request. An accounting will not include internal uses of information for treatment, payment, or health care operations, disclosures made to you or made at your request, or disclosures made to family members or friends in the course of providing care;
- Request that communication of your health information be made by alternative means or at an alternative location by delivering the request in writing to our office using the form we give you upon request; and,

If you want to exercise any of the above rights, please contact our privacy officer in person or in writing, during normal hours. S[he] will provide you with assistance on the steps to take to exercise your rights.

### **Our Responsibilities**

#### **The office is required to:**

- Maintain the privacy of your health information as required by law;
- Provide you with a notice as to our duties and privacy practices as to the information we collect and maintain about you;
- Abide by the terms of this Notice;
- Notify you if we cannot accommodate a requested restriction or request; and
- Accommodate your reasonable requests regarding methods to communicate health information with you.

We reserve the right to amend, change, or eliminate provisions in our privacy practices and access practices and to enact new provisions regarding the PHI we maintain. If our information practices change, we will amend our Notice. You are entitled to receive a revised copy of the Notice by calling and requesting a copy of our “Notice” or by visiting our office and picking up a copy.

### **To Request Information or File a Complaint**

If you have questions, would like additional information or want to report a problem regarding the handling of your information, you may contact our Practice Administrator at (937) 320-2020.

Additionally, if you believe your privacy rights have been violated, you may file a written complaint at our office by delivering the written complaint to Dayton Eye Associates, 89 Sylvania Drive, Dayton, Ohio 45440, Attention: Privacy Officer. You may also file a complaint by mailing it or e-mailing it to the Secretary of Health and Human Services whose street address is 1200 Independence Avenue, S.W. Washington, D.C. 20201.

- We cannot, and will not, require you to waive the right to file a complaint with the Secretary of Health and Human Services (HHS) as a condition of receiving treatment from the office.
- We cannot, and will not, retaliate against you for filing a complaint with the Secretary of Health and Human Services.

### **Other Disclosures and Uses**

#### **Appointments and Reminders**

- We may use and disclose your PHI to contact you to remind you that you have an appointment with us.

#### **Notification**

- Unless you object, we may use or disclose your PHI to notify, or assist in notifying, a family member, personal representative, or other person responsible for your care, about your location, and about your general condition, or your death. We may further disclose, using our best judgment to a family member, other relative, close personal friend, or any other person you identify, to whom health information may be relevant to that person’s involvement in your care or in payment for such care if you do not object or in an emergency situation.

#### **Research**

- We may disclose information to researchers other than us when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your PHI.

#### **Disaster Relief**

- We may use and disclose your PHI to assist in disaster relief efforts.
- We may disclose your PHI to funeral directors or coroners consistent with applicable law to allow them to carry out their duties.

### **Organ Procurement Organizations**

- Consistent with applicable law, we may disclose your PHI to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.

### **Marketing and Fund Raising**

- We may contact you to provide you with appointment reminders, with information about treatment alternatives, information about other health-related benefits and services that may be of interest to you, or as part of a fund raising effort.

### **Food and Drug Administration (FDA)**

- We may disclose to the FDA your PHI relating to adverse events with respect to food, supplements, products and product defects, or post-marketing surveillance information to enable product recalls, repairs, or replacements.

### **Workers Compensation**

- If you are seeking compensation through Workers Compensation, we may disclose your PHI to the extent necessary to comply with laws relating to Workers Compensation.

### **Public Health**

- As required by law, we may disclose your PHI to public health or legal authorities charged with preventing or controlling disease, injury, or disability.

### **Abuse & Neglect**

- We may disclose your PHI to public authorities as allowed by law to report abuse or neglect.

### **Correctional Institutions**

- If you are an inmate of a correctional institution, we may disclose to the institution or its agents the PHI necessary for your health and the health and safety of other individuals.

### **Law Enforcement**

- We may disclose your PHI for law enforcement purposes as required by law, such as when required by a court order, or in cases involving felony prosecutions, or to the extent an individual is in the custody of law enforcement.

### **Health Oversight**

- Federal law allows us to release your PHI to appropriate health oversight agencies or for health oversight activities.

**Judicial/Administrative Proceedings**

- We may disclose your PHI in the course of any judicial or administrative proceeding as allowed or required by law, with your consent, or as directed by a proper court order.
- To avert a serious threat to health or safety, we may disclose your PHI consistent with applicable law to prevent or lessen a serious, imminent threat to the health or safety of a person or the public.

**For Specialized Government Functions**

- We may disclose your PHI for specialized government functions as authorized by law such as to Armed Forces personnel, for national security purposes, or to public assistance program personnel.

**Other Uses**

- All other uses and disclosures must be made pursuant to your written authorization. You may revoke authorizations by delivering a written revocation notice to our office.

**Website**

- If we maintain a website that provides information about our entity, this Notice will be on the website.

**ACKNOWLEDGMENT  
RECEIPT OF NOTICE OF PRIVACY PRACTICES  
DAYTON EYE ASSOCIATES, INC.**

By signing below, I acknowledge that I have received the *Notice of Privacy Practices* from Dayton Eye Associates.

WITNESSES:

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**Documentation of Failure to Obtain Signed Acknowledgment**

On \_\_\_\_\_, 2003, \_\_\_\_\_ presented this Acknowledgment of Receipt of Notice of Privacy Practices Form to \_\_\_\_\_. The patient refused to provide a signature when required.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DAYTON EYE ASSOCIATES**  
**Health Privacy Complaint Form**

Today's Date: \_\_\_\_\_

Your Name: \_\_\_\_\_

Your Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your Telephone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Your Date of Birth: \_\_\_\_\_

Name of Entity you are complaining about: \_\_\_\_\_

Please describe the acts or omissions that you believe to be a violation of your privacy rights under privacy laws (attach additional sheets as necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date(s) that the above described acts or omissions occurred: \_\_\_\_\_

Please submit this complaint form to us at the following address:

Dayton Eye Associates, Inc.  
89 Sylvania Drive  
Dayton, OH 45440  
Attn: Privacy Officer

Thank you for taking the time to provide us with this information. You also have the right to file your complaint with the Secretary of the Department of Health and Human Services.

## Business Associate Agreement

**Business Associate Agreement.** \_\_\_\_\_, (our “Business Associate”) and Dayton Eye Associates are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulations”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Under the Privacy Regulations, Dayton Eye Associates is a “covered entity”, and as required by 45 C.F.R. § 164.502(e) and 45 C.F.R. § 164.504(e), the parties to this Agreement acknowledge that \_\_\_\_\_ is a business associate of Dayton Eye Associates. “Business Associate” must use and/or disclose PHI in its performance of services under this Agreement, and “Business Associate” agrees to abide by the assurances, terms, and conditions contained herein in the performance of its obligations. This Agreement sets forth the terms, conditions, and obligations pursuant to which PHI that is provided by or to, or created or received by, from, or on behalf of, Dayton Eye Associates, will be handled. The parties agree as follows:

- A. **Permitted Uses and Disclosures of PHI.** Pursuant to this Agreement, “Business Associate” provides services (“Services”) for Dayton Eye Associates’ operations that involve the use and disclosure of PHI as defined by the Privacy Regulations. These Services may include, among others, \_\_\_\_\_

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Except as otherwise specified herein, “Business Associate” may make any uses of PHI necessary to perform its obligations under this Agreement. All other uses not authorized by this Agreement are prohibited. Moreover, “Business Associate” may disclose PHI for the purposes authorized by this Agreement: (i) to its employees, subcontractors, and agents, in accordance with Section B (5) below; (ii) as directed by Dayton Eye Associates; or (iii) as otherwise permitted by the terms of the Agreement. Additionally, unless otherwise limited herein, “Business Associate” is permitted to make the following uses and disclosures.

- (1) **Business Activities of “Business Associate”** may:
- (a) **Use** the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of “Business Associate” provided that such uses are permitted under state and federal confidentiality laws, and
  - (b) **Disclose** the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of “Business Associate” provided that (i) the disclosures are required by law; or, (ii) “Business Associate” has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. § 164-504(e)(4).
- (2) **Additional Activities of “Business Associate”.** In addition to using the PHI to perform the services set forth above, “Business Associate” may:
- (a) Aggregate the PHI in its possession with the PHI of other covered entities that “Business Associate” has in its possession through its capacity as a business

associate to said other covered entities provided that the purpose of such aggregation is to provide Dayton Eye Associates with data analyses relating to the health care operations of Dayton Eye Associates. Under no circumstances may “Business Associate” disclose PHI of one covered entity as defined by 45 C.F.R. Parts 160 and 164 to another covered entity absent the explicit authorization of Dayton Eye Associates; and,

- (b) De-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. § 164-514(b), and further provided that Dayton Eye Associates is sent the documentation required by 45 C.F.R. § 164.514(b), which shall be in the form of a written assurance from “Business Associate”. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this Agreement.

B. **Responsibilities of “Business Associate”**. With regard to its use and/or disclosure of PHI, “Business Associate” hereby agrees to do the following:

- (1) Use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise required by law;
- (2) Report to the designated Privacy Officer of Dayton Eye Associates, in writing, any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which “Business Associate” becomes aware within 10 business days of “Business Associate’s” discovery of such unauthorized use and/or disclosure;
- (3) Use commercially reasonable efforts to maintain the security of the PHI and appropriate safeguards to prevent unauthorized use and/or disclosure of such PHI;
- (4) Require all of its subcontractors and agents that undertake to perform the services that “Business Associate” performs under this Agreement and that receive or use, or have access to PHI under this Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to “Business Associate” pursuant to this Agreement;
- (5) Unless prohibited by attorney-client and other applicable legal privileges or unless it would violate “Business Associate’s” contractual and other legal obligations to Dayton Eye Associates, make available all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI to the Secretary of HHS for purposes of determining Dayton Eye Associates’ compliance with the Privacy Regulations;
- (6) Upon prior written request, make available during normal business hours at “Business Associate’s” offices all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI to Dayton Eye Associates within five (5) business days for purposes of enabling Dayton Eye Associates to determine “Business Associate’s” compliance with the terms of this Agreement;
- (7) “Business Associate” shall honor any request from Dayton Eye Associates for information to assist in responding to an individual’s request for an accounting of disclosures of PHI to “Business Associate”. However, should Dayton Eye Associates be asked for an accounting of the disclosures of an individual’s PHI in accordance with 45 C.F.R. § 164-528, such accounting should not include any disclosures to “Business

Associate” which are to carry out Dayton Eye Associates’ health care operations. See 45 C.F.R. § 164.528(a)(1)(i);

- (8) Upon termination of this policy, the protections of this Agreement will remain in force and “Business Associate” shall make no further uses and disclosures of PHI except for the proper management and administration of its business or as required by law.
- (9) In those rare instances when Dayton Eye Associates would be required to honor an individual’s request for access and/or amendment of PHI disclosed to “Business Associate”, “Business Associate” will assist Dayton Eye Associates to comply with its duties under 45 C.F.R. §§ 164.524 and 164.526. However, usually Dayton Eye Associates will not be required to honor such requests because PHI in “Business Associate’s” possession is not part of a designated record set as that term is defined by 45 C.F.R. § 164.501; and/or because the information is exempt from access and amendment under 45 C.F.R. §§ 164.524(a) and 164.526(a)(2); and/or because access would violate superceding contractual and other legal rights of Dayton Eye Associates; and/or because any amendment could be tampering with evidence in a civil or administrative matter.
- (10) Upon request of Dayton Eye Associates and/or upon termination of this Agreement or any underlying services agreement, return to Dayton Eye Associates or destroy, as requested by Dayton Eye Associates, the PHI in “Business Associate’s” possession and retain no copies of any type of form. If such return or destruction of the PHI is not feasible, “Business Associate” agrees to extend the protections of this Agreement and to limit all further uses and disclosures of PHI to those purposes which make the return or destruction of the PHI infeasible.
- (11) Dayton Eye Associates may terminate this agreement and any related agreements if “Business Associate” violates a material term of this agreement.

**C. Miscellaneous Provisions.**

- (1) Survival. The respective rights and obligations of “Business Associate” and Dayton Eye Associates under the provisions of Section B(9) and Section B(10) shall survive the termination of this Agreement indefinitely.
- (2) No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.
- (3) Indemnity. “Business Associate” agrees to indemnify, defend and hold Dayton Eye Associates and its officers and employees harmless from any alleged claim or penalty against Dayton Eye Associates or its officers or employees arising from any allegation of uses and/or disclosures of PHI in violation of HIPAA, or the rules promulgated thereunder, arising from an alleged use or disclosure of PHI by “Business Associate” or its agents or subcontractors.
- (4) Governing Law. This Agreement is executed, delivered, integrated, construed and enforced pursuant to and in accordance with the laws of the State of Ohio.

**Business Associate:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

**Covered Entity:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_



**DAYTON EYE ASSOCIATES, INC.  
PATIENT AUTHORIZATION  
FOR USE/DISCLOSURE OF PHI**

Patient's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

SSN: \_\_\_\_\_ Previous Name: \_\_\_\_\_

I request and authorize \_\_\_\_\_ to release health care information of the patient named above to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

This request and authorization applies to:

\_\_\_\_\_ Health care information relating to the following treatment, condition, or dates of treatment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ All health care information

\_\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_

This information will be disclosed for the following purposes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of patient or patient's authorized representative

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Relationship or status if signed by anyone other than patient (parent, legal guardian, personal representative, etc.)

THIS AUTHORIZATION EXPIRES ON: \_\_\_\_\_;  
**OR** \_\_\_\_\_ DAYS AFTER THE DATE IT IS SIGNED;  
**OR** WHEN THE FOLLOWING EVENT OCCURS:

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I may revoke this authorization to the extent allowed by law. If I do, I understand that Dayton Eye Associates may have already released information about me after I gave permission. I know that revoking this authorization would not prohibit any release of information by Dayton Eye Associates in reliance on my original authorization.

There are two ways to revoke this authorization. I can:

1) Sign and date a form available from Dayton Eye Associates called “Revocation of Authorization for Use and Disclosure of Health Care Information,”

**OR**

2) Write a letter to Dayton Eye Associates. If I write a letter to Dayton Eye Associates, it must say that I want to revoke my authorization to disclose the patient’s health care information. My letter must include the name or other specific identification of the person(s) that I no longer want to receive information. I (or my authorized representative for health care) must sign and date the letter.

Once Dayton Eye Associates gives out the information that I want released, I know that Dayton Eye Associates has no control over the information. The individual or organization that I authorized to receive the information might re-disclose it. Federal or state privacy laws may no longer protect the information.