



Date: October 12, 2015

Purpose: To inform all clients of registration, termination of treatment, billing policies and procedures, and informing clients of fees that will be assessed for services provided to establish consistent guidelines in receiving and refunding any fees.

Registration Policy:

All clients or the client's legal guardian will be provided with a copy of this written policy regarding the clinic's registration procedures, no show/cancellation policy and procedures, billing policies, termination policy, medication refill policy at the time of registration (prior to their first visit), and the client or their legal guardian will accept the terms and conditions by signing an acknowledgment of all clinic practices.

Registration Procedure:

1. Insurance coverage will be verified as a courtesy for clients who have insurance coverage, prior to the first appointment. If any coverage issues are found during insurance verification, DMG Outpatient Clinic will communicate the information to the client prior to their visit. However, the ultimate responsibility for verifying coverage rests with the client. Benefit information obtained from the insurance company and/or authorization(s) are not a guarantee of payment to DMG. Any charges not paid by the insurance company will be the financial responsibility of the client. Any changes in insurance, deductibles, and/or co-pays are the responsibility of the client. It is not the responsibility of DMG Outpatient Clinic to review the balance of any deductibles, changes in insurance or insurance information, or coordination of benefits. Any charges incurred due to, but not limited to deductibles, loss or change of insurance, or failure to coordinate benefits will be the client's financial responsibility. If authorization for services is required with the client's insurance, DMG will retrieve authorization for the initial services. It is the responsibility of the client to request DMG to obtain additional authorizations after the initial authorization has lapsed and/or all visits authorized have been used. If the client fails to notify DMG or fails to retrieve authorization for the services and authorization is not obtained, any charges incurred that the insurance company denies due to lack of authorization will be the financial responsibility of the client.
2. Co-pays, deductibles, or any outstanding amounts on the client's account are due and payable prior to the clients appointment and will be collected prior to services being rendered; a follow-up appointment will not be scheduled if there is a balance due, UNLESS the provider determines that the client is in an emergency situation, in which case, a follow-up appointment will be provided and the client will be given a 30-day written termination notice. An outstanding balance on the client's account includes no show and/or late cancellation fees that have not been collected.
3. New clients will be provided a written statement regarding the clinic's billing policies, termination policy, medication refill policy and no-show/cancellation policy; they will sign this statement to indicate they have read it and acknowledge the clinic's operating practices. The client may receive complete copies of these policies, at his/her request. It is the client's responsibility to read the policy.

No Show/Cancellation Policy and Procedure:

1. Clients who fail to show for an appointment or do not provide 24 hours' notice will be assessed a no show fee applicable to the appointment scheduled. The following fees apply: For therapy appointments: a fee of \$ 120. For medication management (M.D.): a fee of \$ 60. For family practice services: a fee of \$25 will be assessed to the client account. DMG Outpatient Clinic can be reached at all times for cancelling and rescheduling appointments at 602-470-5520; a message may be left after hours. Reminder calls through our automated system *are a courtesy* and may not occur at all times. It is the client's responsibility to ensure they are present for their scheduled appointment(s) or to provide notice of their cancellation.



No show/late cancellation fees are not negotiable, except in extenuating circumstances that require approval by the clinic manager.

If an appointment is canceled late (without 24 hours-notice) and rescheduled for the same day, this will also result in a no show fee applicable to the service.

2. If a client has a second no-show or cancellation (with or without 24 hours' notice), they will be sent a letter terminating care with 30 days' notice. If the second no-show or cancellation occurs immediately following the first no-show, no refills of medication will be given and the client will have been considered to have waived the notice period, as per the written termination policy.

If the second no-show occurs later during their treatment, the provider (at his/her discretion) may provide refills of medication to cover the notice period of 30 days, and may choose to see the client during that 30 days if necessary due to the presence of an emergency condition.

Billing Policy and Procedure:

Residual amounts due after insurance adjudication will be billed directly to the client and are the client's financial responsibility. Payment is due prior to services being rendered.

1. If a refund is owed to the client, the refund will be paid within approximately 6-8 weeks of adjudication.
2. DMG Outpatient Clinic bills the client's insurance company as a courtesy to the client. The client's insurance benefits are a contract between the client and the client's insurance company. It is the client's responsibility to verify their mental health benefits. If benefits are exhausted, the client is liable for all charges incurred. Whatever disagreements the client has with his/her insurance company including benefit information; it is the client's responsibility to contact their insurance company to resolve. It is the policy of DMG that DMG collects any amounts as verified through the client's insurance company, such as co-pays or deductibles. DMG will not make multiple verifications if the client disagrees with the information obtained from the insurance company. It is the client's responsibility to contact their insurance company if there are any discrepancies.
3. If there are billing issues, the client is to contact our customer service department directly at 602-470-5075. Client billing is handled through the corporate business office. *DMG Outpatient Clinic is not involved in the billing other than accepting any co-pays, deductibles, outstanding balances, or verifying insurance coverage as a courtesy.*
4. For self-paying clients who are filing their own claims with insurance companies with which DMG Outpatient Clinic is not affiliated, the client will be issued a copy of the encounter form that specifies all criteria needed for insurance companies to process the claim for their member and a receipt of payment.
5. DMG Outpatient Clinic is accepting self-pay clients. All payments for services are due and payable prior to the visit, prior to services being rendered.

Administrative Services Listing:

Fees for administrative services are to be paid in advance and are not billed to your insurance carrier and/or to your client account.

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| 1. Employee Completed Forms: | \$60.00 |
| a. FMLA Forms | |
| b. Disability Forms | |
| c. Adoption Forms | |
| d. Other forms requiring manual completion | |
| 2. All ancillary forms to forms stated above | \$30.00 |
| 3. Copies of Medical Records (except to treating physicians and health insurance carriers) | \$25.00 |
| a. An additional \$.50 fee will be applied for every page after the first 25 pages. | |



Medical Records:

1. Desert Horizon Integrative Medicine will make every attempt to obtain medical records on all new clients prior to their first appointment.
2. It is at the provider's discretion to complete the client evaluation upon the first appointment if Medical Records have not been provided by the client.
3. In a situation where a more recent psychiatric evaluation or treatment is not disclosed during the Desert Horizon screening process, we will require receipt of the medical records prior to a second appointment being scheduled.

Termination Policy and Procedure:

1. Clients may terminate treatment at any time.
2. The clinic may terminate treatment for the following reasons:
 - a. The provider determines that the clinic staff does not have the expertise to treat the client's problems.
 - b. The provider determines that the client needs a higher level of care and DMG Outpatient doesn't provide the scope of services needed for the client.
 - c. The client is failing to adhere to the treatment plan – i.e. misuse of prescribed medication, failure to notify the provider of significant changes in condition, two or more no-shows or cancellations (with or without 24 hours-notice) consecutively for scheduled appointments, or multiple appointment cancellations that result in significant periods without treatment.
 - d. Failure to pay outstanding charges on client account or failure to pay for services to include no show fees.
 - e. Inappropriate behavior (e.g., threats, derogatory language, and/or not limited to any disruption to the clinic).
3. If the clinic terminates care, the client will be provided written notice including the reasons for the termination and referrals for alternative sources of treatment (if, in the opinion of the provider, the client would benefit from some further treatment). Notice period will be 30 days UNLESS termination is due to non-adherence with the treatment plan or inappropriate behavior, in which case the client will be considered to have violated the treatment contract and waived the notice period.
4. If a client's treatment has been terminated for any of the reasons listed above, the client's record will not be re-opened in the future for any reason or for any other outpatient provider, unless authorized by the Clinic Director.



R9-20-203. Client Rights

A. A licensee shall ensure that:

1. At the time of admission, a client and, if applicable, the client's parent, guardian, custodian, designated representative, or agent receive a written list and verbal explanation of:
 - a. The client rights listed in subsection (B) and (C); and
 - b. If the client is an individual who is enrolled by the Department or a regional behavioral health authority as an individual who is seriously mentally ill, the rights contained in 9 A.A.C. 21;
2. A client or, if applicable, the client's parent, guardian, custodian, or agent acknowledges, in writing, receipt of the written list and verbal explanation required in subsection (A)(1); and
3. A client who does not speak English or who has a physical or other disability is assisted in becoming aware of client rights.

B. A licensee shall ensure that a client is afforded the rights listed in A.R.S. §§ 36-504 through 36-514.

C. A client has the following rights:

1. To be treated with dignity, respect, and consideration;
2. Not to be discriminated against based on race, national origin, religion, gender, sexual orientation, age, disability, marital status, diagnosis, or source of payment;
3. To receive treatment that:
 - a. Supports and respects the client's individuality, choices, strengths, and abilities;
 - b. Supports the client's personal liberty and only restricts the client's personal liberty according to a court order; by the client's general consent; or as permitted in this Chapter; and
 - c. Is provided in the least restrictive environment that meets the client's treatment needs;
4. Not to be prevented or impeded from exercising the client's civil rights unless the client has been adjudicated incompetent or a court of competent jurisdiction has found that the client is unable to exercise a specific right or category of rights;
5. To submit grievances to agency staff members and complaints to outside entities and other individuals without constraint or retaliation;
6. To have grievances considered by a licensee in a fair, timely, and impartial manner;
7. To seek, speak to, and be assisted by legal counsel of the client's choice, at the client's expense;
8. To receive assistance from a family member, designated representative, or other individual in understanding, protecting, or exercising the client's rights;
9. If enrolled by the Department or a regional behavioral health authority as an individual who is seriously mentally ill, to receive assistance from human rights advocates provided by the Department or the Department's designee in understanding, protecting, or exercising the client's rights;
10. To have the client's information and records kept confidential and released only as permitted under R9-20-211(A)(3) and (B);
11. To privacy in treatment, including the right not to be fingerprinted, photographed, or recorded without general consent, except:
 - a. For photographing for identification and administrative purposes, as provided by A.R.S. § 36-507(2);



- b. For a client receiving treatment according to A.R.S. Title 36, Chapter 37;
 - c. For video recordings used for security purposes that are maintained only on a temporary basis; or
 - d. As provided in R9-20-602(A)(5);
12. To review, upon written request, the client's own record during the agency's hours of operation or at a time agreed upon by the clinical director, except as described in R9-20-211(A)(6);
 13. To review the following at the agency or at the Department:
 - a. This Chapter;
 - b. The report of the most recent inspection of the premises conducted by the Department;
 - c. A plan of correction in effect as required by the Department;
 - d. If the licensee has submitted a report of inspection by a nationally recognized accreditation agency in lieu of having an inspection conducted by the Department, the most recent report of inspection conducted by the nationally recognized accreditation agency; and
 - e. If the licensee has submitted a report of inspection by a nationally recognized accreditation agency in lieu of having an inspection conducted by the Department, a plan of correction in effect as required by the nationally recognized accreditation agency;
 14. To be informed of all fees that the client is required to pay and of the agency's refund policies and procedures before receiving a behavioral health service, except for a behavioral health service provided to a client experiencing a crisis situation;
 15. To receive a verbal explanation of the client's condition and a proposed treatment, including the intended outcome, the nature of the proposed treatment, procedures involved in the proposed treatment, risks or side effects from the proposed treatment, and alternatives to the proposed treatment;
 16. To be offered or referred for the treatment specified in the client's treatment plan;
 17. To receive a referral to another agency if the agency is unable to provide a behavioral health service that the client requests or that is indicated in the client's treatment plan;
 18. To give general consent and, if applicable, informed consent to treatment, refuse treatment or withdraw general or informed consent to treatment, unless the treatment is ordered by a court according to A.R.S. Title 36, Chapter 5, is necessary to save the client's life or physical health, or is provided according to A.R.S. § 36-512;
 19. To be free from:
 - a. Abuse;
 - b. Neglect;
 - c. Exploitation;
 - d. Coercion;
 - e. Manipulation;
 - f. Retaliation for submitting a complaint to the Department or another entity;
 - g. Discharge or transfer, or threat of discharge or transfer, for reasons unrelated to the client's treatment needs, except as established in a fee agreement signed by the client or the client's parent, guardian, custodian, or agent;
 - h. Treatment that involves the denial of:
 - i. Food,
 - ii. The opportunity to sleep, or
 - iii. The opportunity to use the toilet; and
 - i. Restraint or seclusion, of any form, used as a means of coercion, discipline, convenience, or retaliation;
 20. To participate or, if applicable, to have the client's parent, guardian, custodian or agent participate in treatment decisions and in the development and periodic review and revision of the client's written treatment plan;



21. To control the client's own finances except as provided by A.R.S. § 36-507(5);
22. To participate or refuse to participate in religious activities;
23. To refuse to perform labor for an agency, except for housekeeping activities and activities to maintain health and personal hygiene;
24. To be compensated according to state and federal law for labor that primarily benefits the agency and that is not part of the client's treatment plan;
25. To participate or refuse to participate in research or experimental treatment;
26. To give informed consent in writing, refuse to give informed consent, or withdraw informed consent to participate in research or in treatment that is not a professionally recognized treatment;
27. To refuse to acknowledge gratitude to the agency through written statements, other media, or speaking engagements at public gatherings;
28. To receive behavioral health services in a smoke-free facility, although smoking may be permitted outside the facility; and
29. If receiving treatment in a residential agency, an inpatient treatment program, a Level 4 transitional agency, or a domestic violence shelter:
 - a. If assigned to share a bedroom, to be assigned according to R9-20-405(F) and, if applicable, R9-20-404(A)(4)(a);
 - b. To associate with individuals of the client's choice, receive visitors, and make telephone calls during the hours established by the licensee and conspicuously posted in the facility, unless:
 - i. The medical director or clinical director determines and documents a specific treatment purpose that justifies restricting this right;
 - ii. The client is informed of the reason why this right is being restricted; and
 - iii. The client is informed of the client's right to file a grievance and the procedure for filing a grievance;
 - c. To privacy in correspondence, communication, visitation, financial affairs, and personal hygiene, unless:
 - i. The medical director or clinical director determines and documents a specific treatment purpose that justifies restricting this right;
 - ii. The client is informed of the reason why this right is being restricted; and
 - iii. The client is informed of the client's right to file a grievance and the procedure for filing a grievance;
 - d. To send and receive uncensored and unopened mail, unless restricted by court order or unless:
 - i. The medical director or clinical director determines and documents a specific treatment purpose that justifies restricting this right;
 - ii. The client is informed of the reason why this right is being restricted; and
 - iii. The client is informed of the client's right to file a grievance and the procedure for filing a grievance;
 - e. To maintain, display, and use personal belongings, including clothing, unless restricted by court order or according to A.R.S. § 36-507(5) and as documented in the client record;
 - f. To be provided storage space, capable of being locked, on the premises while the client receives treatment;
 - g. To be provided meals to meet the client's nutritional needs, with consideration for client preferences;
 - h. To be assisted in obtaining clean, seasonably appropriate clothing that is in good repair and selected and owned by the client;
 - i. To be provided access to medical services, including family planning, to maintain the client's health, safety, or welfare;
 - j. To have opportunities for social contact and daily social, recreational, or rehabilitative activities;
 - k. To be informed of the requirements necessary for the client's discharge or transfer to a less restrictive physical environment; and
 - l. To receive, at the time of discharge or transfer, recommendations for treatment after the client is discharged.



Date: October 12, 2015

Purpose: To establish guidelines, policies, and procedures for medication/ePrescribing services

Policy: The following procedures will be followed by all providers authorized to dispense prescriptions for clients:

- Medication services include dispensing of prescriptions;
- ePrescribing is defined as a physician's ability to electronically send an accurate, error free, and understandable prescription directly to a pharmacy from the point of care. ePrescribing does not apply to any controlled substances.
- Controlled substances will be physically given to the patient on security paper or by handwritten prescription if our Electronic Medical Record is not working.
- Medication orders are clear and legible;
- Clients will allow three to five business days for the medications refill request to process;
- An Informed Consent for Medication shall be obtained from the person/legal guardian for each medication prescribed. The client's medical record will contain the documentation of the informed consent and will be filed in the chart.
- When two or more medications are listed on the Informed Consent for Medication as being initiated at the same time, the provider may draw all of these together under one signature and date, but will list each medication separately.
- Informed Consent for medication treatment is a process that involves ongoing communication between the prescribing provider and the client who will be taking the medication or his/her legal guardian and can be best accomplished through the use of both verbal and written processes.
- Medication History consent is obtained to provide the physician with information about medication(s) the client is already taking to minimize the number of adverse drug events.
- A client's Medication History is obtained through ePrescribing.
- Medications that require labs will be ordered by the prescribing provider. It is the client's sole responsibility to communicate which lab is in network with their insurance. Lab results will be reviewed by the provider when received by the lab site and, if needed, the client will be contacted by the provider.
- The Outpatient Clinic does not provide samples to clients.
- After a prescription is ordered by the prescribing provider, it is the client's responsibility to obtain their medication from their pharmacy of choice. The provider will assist the client with obtaining an authorization from their personal health plan if the particular medication is not authorized by their health plan.
- The outpatient clinic does not assist clients in transmitting controlled substance prescriptions to their mail-order pharmacies. It is the client's responsibility to acquire these prescriptions through the office during normal business hours and forward to their mail-order pharmacy via the method of their choice.
- Physical prescriptions will not be mailed to the client's home or any other location. If a physical prescription is needed, it will be the client's responsibility to obtain it from the outpatient clinic within normal business hours.
- For approved refills, the provider will fill out required forms from the pharmacy of the client's choice, as necessary, and fax back to the pharmacy.



- Psychotropic medications will not be prescribed for more than three (3) months without the client being seen in the clinic by the provider.
- **Please note that Desert Horizon does not accept prescription refill requests from the pharmacy. We require all requests to be made by the client or client's guardian.**

Complaint or Grievance Procedures:

If you have a concern regarding your care at the clinic today or at any other time you access the care and services of this clinic you have the right to file a grievance or make a complaint to our employees if your care is not satisfactory.

You can freely voice your complaints, recommended changes and/or file a formal grievance without being subject to coercion, discrimination, reprisal or unreasonable interruption of care, treatment and services.

DMG staff, providers, managers and directors will promptly and respectfully address client or client representative complaints. The staff will attempt to address and correct the area of complaint or will refer the complaint to the proper person to handle it. If the staff are unable to address the issue to your satisfaction a formal grievance can be submitted by the client or client representative by writing a letter to the director of Desert Horizon Integrative Medicine at 840 E. McKellips #110, Mesa, AZ 85203. DMG will respond to the grievance within 7 days of being received.

You also have the right to make a care complaint to the Arizona Department of Health Services whether you have complained to clinic staff or not. The Arizona Department of Health Services Licensing Division can be reached by phone at (602)364-3030. They have an online complaint process as well which can be accessed at https://app.azdhs.gov/ls/online_complaint/MEDComplaint.aspx. The Department of Health is located at 150 N. 18th Avenue, Phoenix, AZ 85007.

Procedimiento de Queja o Agravio

Si usted tiene una preocupación con respecto a su cuidado hoy en la clínica o en cualquier otra vez que tenga acceso al cuidado o servicios de esta clínica usted tiene el derecho de presentar una queja o agravio a nuestros empleados si su cuidado no es satisfactorio.

Usted puede libremente expresar sus quejas, recomendar cambios y/o formalmente presentar un agravio sin ser sujeto a coerción, discriminación, represalias o interrupción de cuidado irrazonable, tratamiento y servicios.

El personal de DMG, proveedores, gerentes y directores rápidamente y respetuosamente abordaran al paciente o representante de quejas del paciente. El personal intentara abordar y corregir el área de queja o remitir la queja a la persona apropiada para manejarlo. Si el personal fue incapaz de abordar esta cuestión a completa satisfacción un agravio formal puede ser presentado por el paciente o su representante.

DMG responderá al agravio dentro de 7 días de haberlo recibido.

Usted también tiene derecho de presentar una queja de cuidado a Arizona Department of Health Services si usted se quejó o no con el personal de clínica. Puede comunicarse a Arizona Department of Health Services Licensing Division por teléfono al (602)364-3030. El departamento de salud está situado en el 150 N. 18th Ave, Phoenix, AZ 85007. Tienen un proceso de quejas via internet en el que usted puede tener acceso en https://app.azdhs.gov/ls/online_complaint/MEDComplaint.aspx.



**DISTRICT MEDICAL GROUP
NOTICE OF PRIVACY 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.

This Notice of Privacy Practices describes how the DMG Clinic may use and disclose your medical information to carry out treatment, payment or health care operation and for other purposes that are permitted or required by law. This notice also describes your rights concerning your medical information.

1. HOW WE WILL USE AND DISCLOSE YOUR MEDICAL INFORMATION

Your medical information may be used and disclosed by your provider, our office staff, and others outside of our office involved in your care and treatment for the purpose of providing health care services to you. Your medical information may also be used and disclosed to pay your health care bills and to support the operation of your provider's practice.

Following are examples of the types of uses and disclosures of your medical information that your provider's office is permitted to make. These examples are not meant to be exhaustive, but to describe the types of uses and disclosures that may be made by our office.

Treatment: We may use or disclose our medical information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with another provider. We may also disclose medical information to other physicians or providers who may be treating you. For example, your medical information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you. In addition, we may disclose your medical information from time to time to another physician or health care provider (e.g. a specialist or laboratory) who, at the request of your provider, becomes involved in your care by providing assistance with your health care diagnosis or treatment to your physician or provider.

Payment: We may use or disclose your medical information in order to obtain payment for your health care service provided by us or by another provider. This may include certain activities that your health insurance plan may undertake before it approves or pays for the health care services we recommend for you, such as: making a determination of eligibility or coverage for insurance benefits, reviewing services provided to you for medical necessity, and undertaking utilization review activities. For example, obtaining approval for a hospital stay may require that your relevant medical information be disclosed to the health plan to obtain approval for the hospital admission.

Health Care Operations: We may use or disclose your medical information to improve the quality of care provided to clients or to support the business activities of the office. Your medical information may be used to conduct quality improvement activities, to obtain audit, accounting or legal services, or to conduct business management and planning. We will share your medical information with third party "Business Associates" that perform various activities (for example, billing or transcription services)



for our office. Whenever an arrangement between our office and a business associate involves the use or disclosure of your medical information, we will have a written contract that contains terms that will protect the privacy of your medical information.

Family Members, Friends and Others Involved in Your Care: We may disclose your medical information to a family member or friend who is involved in your medical care or to someone who helps to pay for your care. We may use or disclose your medical information to notify or assist in notifying a family member, personal representative, or any other person that is responsible for your information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care of your location, general condition or death. We may use or disclose your medical information to an authorized public or private entity to assist in disaster relief efforts and to coordinate uses and disclosures to family or other individuals involved in your health care.

Required by the Law: We may use or disclose your medical information to the extent that the use or disclosure is required by law. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. You will be notified, if required by law, of any such uses or disclosures.

Public Health: We may disclose your medical information for public health activities and purposes to a public health authority that is permitted by law to collect or receive the information. For example, a disclosure may be made for the purpose of preventing or controlling disease, injury or disability.

Communicable Diseases: We may disclose your medical information, if authorized by law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.

Health Oversight: We may disclose medical information to a health oversight agency for activities authorized by law, such as audits, investigations and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs, and civil rights laws.

Abuse or Neglect: We may disclose your medical information to a public health authority that is authorized by law to receive reports of child abuse or neglect. In addition, we may disclose your medical information if we believe that you have been a victim of abused neglect or domestic violence to the governmental entity or agency authorized to receive such information. In this case, the disclosure will be made consistent with the requirements of applicable federal and state laws.

Food and Drug Administration: We may disclose your medical information to a person or company required by the Food and Drug Administration for the purpose of quality, safety, or effectiveness of FDA regulated products or activities including to report adverse events, product defects or problems, biologic product deviations, to track products; to enable product recalls; to make repairs or replacements, or to conduct post marketing surveillance as required.

Legal Proceedings: We may disclose medical information in the course of any judicial or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), or in certain conditions in response to a subpoena, discovery request or other lawful process.

Law Enforcement: We may also disclose medical information, so long as applicable legal requirements are met, for law enforcement purposes. These law enforcement purposes include (1) legal processes and otherwise required by law, (2) limited information requests for identification and location purposes, (3) pertaining to victims of a crime, (4) suspicion that death has occurred as a result of criminal conduct, (5) in the event that a crime occurs on the premises of our practice, and (6) a medical emergency (not on our practice's premises) and it is likely that a crime has occurred.



Coroners, Funeral Directors, and Organ Donation: We may disclose medical information to a coroner or medical examiner for identification purposes, determining cause of death or for the coroner or medical examiner to perform other duties authorized by law. We may also disclose medical information to a funeral director, as authorized by law, in order to permit the funeral director to carry out their duties. We may disclose such information in reasonable anticipation of death. Medical information may be used and disclosed for cadaveric organ, eye or tissue donation purposes.

Research: We may disclose your medical information to researchers 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 medical information.

Criminal Activity: Consistent with applicable federal and state laws, we may disclose your medical information if we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. We may also disclose medical information if it is necessary for law enforcement authorities to identify or apprehend an individual.

Military Activity and National Security: When the appropriate conditions apply, we may use or disclose medical information of individuals who are Armed Forces personnel (1) for activities deemed necessary by appropriate military command authorities; (2) for the purpose of a determination by the Department of Veterans Affairs of our eligibility for benefits, or (3) to foreign military authority if you are a member of that foreign military services. We may also disclose your medical information to authorized federal officials for conducting national security and intelligence activities, including for the provision of protective services to the President or others legally authorized.

Worker's Compensation: We may disclose your medical information as authorized to comply with worker's compensation laws and other similar legally-established programs.

Inmates: We may use or disclose your medical information if you are an inmate of a correctional facility and your physician created or received your medical information in the course of providing care to you.

2. **OTHER USES AND DISCLOURES**

We will ask for your written authorization if we plan to use or disclose your medical information for reasons not covered in this Notice. You have the right to revoke the authorization at any time. If you revoke your authorization we will no longer use or disclose your medical information for the reasons covered by your written authorization. Please understand that we are unable to take back any disclosures already made with your authorization.

3. **YOUR RIGHTS**

- i. **Right to this Notice:** You may request a paper copy of this Notice of Privacy Practices from us at any time.
- ii. **Right to request your medical information:** You may request access to the medical information about you that we have in our records. You may obtain your medical record that contains medical and billing records and any other records that your physician and the practice use for making decisions about you. As permitted by federal or state law, we may charge you a reasonable copy fee for a copy of your records.
- iii. **Right to request an amendment to your medical information:** You may request an amendment of your medical information that you believe is incorrect or incomplete. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.



- iv. **Right to request a restriction of your medical information:** You may request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. You may also request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care. We are not required to agree to a restriction that you may request. If we do agree to the requested restriction, we may not use or disclose your medical information in violation of the restriction unless it is needed to provide emergency treatment. You may request that a health care item or service not be disclosed to your health plan for payment purposes or health care operations. We are required to honor your request if the item or service is paid out of pocket and in full. This restriction does not apply to the use or disclosure of your medical information related to your treatment.
- v. **Right to request confidential communications from us by alternative means or at an alternative location.** You may request that we communicate with you in a way that is more confidential. We may also condition this accommodation by asking you for information as to how payment will be handled or specification of an alternative address or other method of contact. We will not request an explanation from you as to the basis for the request.

In order to exercise any of your rights described above, contact the office manager for the necessary forms.

4. **CHANGES TO THIS NOTICE**

We Reserve the right to amend the terms of this Notice. If this Notice is amended, the amended terms will apply to all medical information that we maintain at that time. You may request a copy of the revised version by calling the office and requesting that a copy be sent to you in the mail or asking for one at the time of your next appointment.

5. **QUESTIONS OR CONCERNS**

If you have any questions about our privacy practices or any of the information contained in this Notice of Privacy Practices, or wish to register a complaint related to our privacy practices, please send your written complaint to the Privacy Officer at:

District Medical Group
Office of Corporate Compliance
2929 E. Thomas Rd.
Phoenix, AZ 85016

You may also file a written complaint with Secretary of the US Department of Health and Human Services (HHS) at:

Office for Civil Rights
US Department of Health and Human Services
90 7th Street, suite 4-100
San Francisco, AZ 941-03



Attn: OCR Regional Manage

We will not make you waive your right to file a complaint with HHS as a condition of receiving care from us, or penalize you for filing a complaint with HHS.

This notice was published and becomes effective on **01/01/2013**.