



## Notice of Privacy Practices Lifestrength Physical Therapy

Effective Date: September 1, 2013

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.

### [Our Pledge Regarding Your Medical Information](#)

Lifestrength Physical Therapy, Inc. is committed to protecting the privacy of medical information we create or obtain about you. This Notice tells you about the ways in which we may use and disclose medical information about you. It also describes your rights and certain obligations we have regarding the use and disclosure of your medical information. We are required by law to: (i) make sure your medical information is protected; (ii) give you this Notice describing our legal duties and privacy practices with respect to your medical information; and (iii) follow the terms of the Notice that is currently in effect.

### [Who Will Follow This Notice](#)

All health care professionals, employees, trainees, students and volunteers of Lifestrength Physical Therapy, Inc will follow the privacy practices described in this Notice.

### [How We May Use and Disclose Medical Information About You](#)

The following sections describe different ways we may use and disclose your medical information. We abide by all applicable laws related to the protection of this information. Not every use or disclosure will be listed. All of the ways we are permitted to use and disclose information, however, will fall within one of the following categories:

**Treatment.** We may use or disclose medical information about you to provide you with medical treatment or services. We may also share medical information about you with other Lifestrength personnel or non-Lifestrength health care providers, agencies or facilities in order to provide or coordinate different things you may need, such as prescriptions, lab work and X-rays, or transportation.

**Payment.** We may use and disclose medical information about you so that the treatment and services you receive at Lifestrength may be billed to you and payment collected from you, an insurance company or another third party. For example, we may need to give information to your health insurance company about treatment you received at

Lifestrength so your health insurance company will pay us or reimburse you for the care.

**Health information exchange.** We may share information that we obtain or create about you with other health care providers (such as referring physicians) or other health care entities (such as managed care organization, health insurance companies, billing company) for treatment and payment purposes.

**Additional uses and disclosures of your medical information.** We may use or disclose your medical information without your authorization (permission) to the following individuals, or for other purposes permitted or required by law, including:

- To tell you about, or recommend, possible treatment alternatives
- To inform you of benefits or services we may provide
- As required by state and federal law
- To prevent or lessen a serious and imminent threat to your health and safety or the health and safety of the public or another person
- To authorized federal officials for intelligence, counterintelligence or other national security activities
- To the military if you are a member of the armed forces and we are authorized or required to do so by law
- For workers' compensation or similar programs providing benefits for work-related injuries or illnesses
- To authorized federal officials so they may conduct special investigations or provide protection to the U.S. President or other authorized persons
- To governmental, licensing, auditing and accrediting agencies
- To third parties referred to as "business associates" that provide services on our behalf, such as billing, software maintenance and legal services
- Unless you say no, to anyone involved in your care or payment for your care, such as a friend, family member, or any individual you identify
- To courts and attorneys when we get a court order, subpoena or other lawful instructions from those courts or public bodies or to defend ourselves against a lawsuit brought against us
- To law enforcement officials as authorized or required by law

**Other uses of medical information.** Other uses and disclosures of medical information not covered by this Notice will be made only with your written authorization. If you provide us authorization to use or disclose medical information about you, you may revoke (withdraw) that authorization, in writing, at any time. However, uses and disclosures made before your withdrawal are not affected by your action and we cannot take back any disclosures we may have already made with your authorization.

Lifestrength Physical Therapy, Inc., does not use medical information for fund raising, marketing, and will not sell Personal Health Information.

## Your Rights Regarding Medical Information About You

The records of your medical information are the property of Lifestrength Physical Therapy, Inc. You have the following rights, however, regarding medical information we maintain about you:

**Right to inspect and copy.** With certain exceptions, you have the right to inspect and/or receive a copy of your medical and billing records or any other of our records that are used by us to make decisions about you. You have the right to request that we send a copy of your medical or billing records to a third party. You are required to submit your request in writing to your caregiver. We may charge you a reasonable fee for providing you a copy of your records. We may deny access, under certain circumstances. You may request that we designate a licensed health care professional to review the denial. We will comply with the outcome of the review.

**Right to request an amendment.** If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for Lifestrength Physical Therapy, Inc. in your medical and billing records or any other of our records that are used by us to make decisions about you.

You are required to submit your request in writing to our office, with an explanation as to why the amendment is needed. If we accept your request, we will tell you we agree and we will amend your records. We cannot change what is in the record. We add the supplemental information by an addendum. With your assistance, we will notify others who have the incorrect or incomplete medical information. If we deny your request, we will give you a written explanation of why we did not make the amendment and explain your rights.

We may deny your request if the medical information (i) was not created by Lifestrength Physical Therapy, Inc.; (ii) is not part of the medical and billing records kept by or for Lifestrength Physical Therapy, Inc.; (iii) is not part of the information which you would be permitted to inspect and copy; or (iv) is determined by us to be accurate and complete.

**Right to an accounting of disclosures.** You have the right to receive a list of the disclosures we have made of your medical information in the six years prior to your request. This list will not include every disclosure made, including those disclosures made for treatment, payment and health care operations purposes.

You are required to submit your request in writing to our office. You must state the time period for which you want to receive the accounting. The first accounting you request in a 12-month period will be free, and we may charge you for additional requests in that same period.

**Right to request restrictions.** You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. To request a restriction, you must tell your caregivers or contact the office using the contact information listed at the end of this Notice. In some cases, you may be asked to submit a written request. We are not required to agree to your request. If we do agree, our agreement must be in writing, and we will comply with your request unless the information is needed to provide you emergency treatment or we are required or permitted by law to disclose it. We are allowed to end the restriction if we inform you that we plan to do so. As of September 23, 2013, if you request that we not disclose certain medical information to your health insurer and that medical information relates to a health care product or service for

which we, otherwise, have received payment from you or on your behalf, and in full, then we must agree to that request.

**Right to request confidential communications.** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. If you want us to communicate with you in a special way, you will need to give us details about how to contact you. You also will need to give us information as to how billing will be handled. We will honor reasonable requests. However, if we are unable to contact you using the requested ways or locations, we may contact you using any information we have.

**Right to be notified in the event of a breach.** We will notify you if your medical information has been “breached,” which means that your medical information has been used or disclosed in a way that is inconsistent with law and results in it being compromised.

**Right to a paper copy of this Notice.** You have the right to a paper copy of this Notice. You may ask us to give you a copy of this Notice at any time. Copies of this Notice will be available at our office, or you may obtain an electronic copy at our website, [http://www.lifestrengthpt.com/images/uploads/Notice\\_of\\_Privacy\\_Practices090113.pdf](http://www.lifestrengthpt.com/images/uploads/Notice_of_Privacy_Practices090113.pdf)

## Future Changes To Lifestrength's Privacy Practices and This Notice

We reserve the right to change Lifestrength's privacy practices and this Notice. We reserve the right to make the revised or changed Notice effective for medical information we already have about you as well as any information we receive in the future. We will post a copy of the current Notice on the Lifestrength website. In addition, at any time you may request a copy of the Notice currently in effect.

**Use of e-mail.** If you choose to communicate with us via e-mail, we may respond to you in the same manner in which the communication was received and to the same e-mail address from which you sent your e-mail. Before using e-mail to communicate with us, you should understand that there are certain risks associated with the use of e-mail. It may not be secure, which means it could be intercepted and seen by others. In addition, there are other risks associated with use of e-mail, such as misaddressed/misdirected messages, e-mail accounts that are shared with others, messages that can be forwarded on to others, or messages stored on portable electronic devices that have no security.

Additionally, you should understand that use of e-mail is not intended to be a substitute for professional medical advice, diagnosis or treatment. E-mail communications should never be used in a medical emergency.

## Questions or Complaints

If you believe that your privacy rights have not been followed as directed by applicable law or as explained in this Notice, you may file a complaint with us. Please contact us at the address listed below. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services. ***You will not be penalized for filing a complaint.***

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