



Notice of Privacy Practices

Dear Patient:

This policy document describes how we may use your Protected Health Information and how you can get access to this information. Please review it carefully.

This Sleep Solutions Privacy Policy has been developed to ensure that we follow all federal and state privacy protection laws and regulations, in particular the Health Insurance Portability and Accountability Act of 1996. (HIPAA). Protection of patient privacy is of paramount importance to Sleep Solutions. Sleep Solutions protects the privacy of your **Protected Health Information**. Such information may not be disclosed to third parties unless authorized by one or more of the provisions set forth below.

This policy shall become effective as of March 1, 2007, and shall remain in effect, as amended, until it is formally terminated.

If a patient has any questions or concerns relating to this policy or its coverage, the patient should contact the Sleep Solutions Chief Executive Office (who also serves as the company's Chief Privacy Officer), Sleep Solutions, 1341 Ochsner Blvd., Covington, Louisiana 70433 by mail, by telephone at (985) 875-7557 or by fax (985) 875-0595.

Definitions

For the purposes of this policy, the following defined terms shall have the following definitions:

- a) "**HHS**" shall mean the United States Department of Health and Human Services.
- b) "**Health Information**" or "**Protected Health Information**" shall mean, certain individual, identifiable health information, as defined at 45 [CFR 164.501](#).

Information Collected or Created By Sleep Solutions

In the ordinary course of its business operations, Sleep Solutions may receive certain personal information (all of which shall be considered **Protected Health Information**) such as:

- The patient's name, address, and telephone number(s);
- Information relating to the patient's treatment, diagnosis or other medical information concerning the patient;
- Patient's insurance information and coverage specifics.

In addition, other patient-specific information will be created by Sleep Solutions. All of the patient-specific types of information described above are stored and maintained in either paper form or digitally on Sleep Solutions computer systems. The totality of this maintained information constitutes the patient's medical record. The original medical record itself is the property of Sleep Solutions, but the information contained in the medical record (all of which constitutes **Protected Health Information**).

The Sleep Solutions Corporate Office
1341 Ochsner Blvd.
Covington, Louisiana 70433
Phone: 985-875-7557 Fax: 985-875-0595

How Sleep Solutions May Use Or Disclose A Patient's Protected Health Information



Disclosures of **Protected Health Information** to third parties directly involved either in a patient's treatment and care or in a payment for a patient's treatment and care may be made as follows:

a) Treatment Purposes. Sleep Solutions collects information from the patient regarding the patient's past medical history, present medical problems and/or complaints as well as any diagnosis and/or medical treatment. By undergoing treatment by Sleep Solutions the patient agrees that this information may be shared with: a) various departments within our organization, b) the patient's referring physician, c) any other person or entity involved in the patient's treatment, or d) health insurance payor.

b) Payment Purposes. Sleep Solutions will collect certain demographic and payment/insurance information from or about a patient including, but not limited to, the patient's full name, address, social security number, date of birth, health insurance carrier, deductible, co-insurance and policy number. By undergoing treatment by Sleep Solutions the patient agrees that this information may be shared with: a) the patient's health insurance payor, b) the Medicare and Medicaid programs, or c) any other payor of healthcare claims.

c) Voice Mail Messages: By undergoing treatment by Sleep Solutions the patient agrees that Protected Health Information may be contained in messages left either with individuals or upon machines at patient's home or other number the patient provides to Sleep Solutions.

d) Protected Health Information may be shared with any person or organization as permitted by applicable law or regulation.

e) Protected Health Information may be shared with any person or organization as authorized by the patient.

Accounting of Disclosures

When requested in writing by a patient Sleep Solutions shall provide to a patient an accounting of disclosures of **Protected Health Information** made by Sleep Solutions.

Complaints

All complaints by patients relating to **Protected Health Information** shall be investigated in a timely fashion. Patient complaints about Sleep Solutions' handling of **Protected Health Information** shall be in writing and addressed to:

Chief Executive Officer
(Chief Privacy Officer)
Sleep Solutions
1341 Ochsner Blvd
Covington, Louisiana 70433

If a patient is not satisfied with the manner in which a complaint is handled, the patient may submit a formal complaint to

Department of Health and Human Services
Office of Civil Rights
Hubert H. Humphrey Bldg.
200 Independence Avenue, S.W.
Room 509F
Washington, DC 20201



Retaliation for Patient Complaints

No Sleep Solutions employee or representative may engage in any intimidating or retaliatory acts or actions against any patient who asserts a complaint or otherwise exercises his/her rights under HIPAA.

Withholding Protected Health Information

No patient-requested disclosure of **Protected Health Information** will be withheld as a condition for payment for services provided by Sleep Solutions.

Responsibility For Compliance

Responsibility for compliance with this Policy's provisions lies with the Sleep Solutions Chief Executive Officer (who also serves in the capacity of Chief Privacy Officer).

Business Associates

Disclosures of **Protected Health Information** may be made to additional party business associates (other than those described above) provided the other party has executed a Business Associate Agreement under which the party contractually agrees to treat and protect **Protected Health Information** in the same manner(s) set forth herein.

Preemption of State Law

If the provisions of HIPAA conflict with any state law or regulation relating to the protection of **Protected Health Information** and the provisions of state law or regulation are less stringent than those contained in HIPAA, the federal privacy rules contained in HIPAA shall prevail.