

ATTENTION: THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE READ IT CAREFULLY

We respect the privacy of our visitors to our website. We collect only such information on this website as is needed to provide our services.

Information We Collect Automatically

If you visit our website, you consent to our use of Google Analytics, which uses cookies to collect non-personally identifiable information. Google Analytics uses cookies to track visitors who use our website. We then use the information to compile reports and to help us improve our website. We do not send such information to any third parties. Google Analytics collects the information anonymously. It reports website trends without identifying individual visitors.

We will use this information as aggregate data to help us maintain this site. However, you can opt out of Google Analytics without affecting how you visit our website. For more information on opting out of being tracked by Google Analytics across all websites you use, visit this Google page: <https://tools.google.com/dlpage/gaoptout>.

Notice of Privacy Practices

This Notice of Privacy Practices describes how we may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. “Protected health information” is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

We are required to abide by the terms of this Notice of Privacy Practices. We may change the terms of our notice, at any time. The new notice will be effective for all protected health information that we maintain at that time. Upon your request, we will provide you with any revised Notice of Privacy Practices. You may request a revised version by accessing our website, or calling the office and requesting that a revised copy be sent to you in the mail or asking for one at the time of your next appointment.

I. Definitions

- a. “Covered Individual” means you or any person receiving coverage under Evergreen Health Care of Evergreen Health Insurance

- b. “Evergreen” means Evergreen Health Cooperative, its employees, representatives, contractors, assigns, and any other agents of Evergreen Health Cooperative.
- c. “Protected health information” means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium.

II. Uses and disclosures permitted for treatment, payment, and health care operations

- a. Evergreen may disclose information for the purposes of treatment, payment, and operations, including assessments of eligibility, case management activities, coordination of care, collection of premiums or other payments, payment of benefits, evaluating practitioner and provider performance, and other claims administration.
- b. Evergreen may disclose certain protected health information for business purposes such as:
 - i. Premium rating
 - ii. Submitting claims
 - iii. Reinsuring risk
 - iv. Assessing quality
 - v. Business management and planning
 - vi. Sales, transfers, mergers, or consolidation of Evergreen
 - vii. Underwriting
 - 1. Evergreen shall not disclose genetic information for the purposes of underwriting.

III. Purposes for which use or disclosure of Protected health information is permitted without authorization or opportunity for objection

- a. Evergreen may disclose protected health information to the extent such disclosures are required by law, so long as the use or disclosure will be made in compliance with and the law, and is limited to the relevant requirements of the law. If so required by said law, you will be informed of any such disclosures.
- b. Evergreen may disclose protected health information for public health activities and purposes to a public health authority that is permitted by law to collect or receive such information. Such disclosures may be required by law for the collection and aggregation of the types of medical claims that arise in a given state or locality from year to year, or for the purposes of controlling disease, injury, or disability.
- c. Evergreen may disclose protected health information to health oversight agencies, such as the Maryland Healthcare Commission, for oversight activities authorized by law. These activities may include:
 - i. Audits; legal investigations; licensure or disciplinary actions; legal proceedings; or other activities necessary for the oversight of the healthcare system, government benefits programs, government regulatory programs, or civil rights laws.
- d. Evergreen may disclose protected health information in the course of judicial or administrative proceedings in response to an order of a court or administrative tribunal, or a subpoena or discovery request not accompanied by such an order if:
 - i. Evergreen receives satisfactory assurances that the individual has been given notice of the request and that efforts have been made to secure a qualified protective order.
- e. Evergreen may disclose protected health information for a law enforcement purpose to a law enforcement official if such disclosure is required by law and the information is relevant and material to a legitimate law enforcement inquiry and redacted information could not reasonably be used.
- f. For the purposes of identification, Evergreen may disclose to law enforcement certain information:
 - i. Name and address

- ii. Date and place of birth
 - iii. Social security number
 - iv. ABO blood type and rh factor
 - v. Type of injury suffered
 - vi. Date and time of treatment
 - vii. Date and time of death
 - viii. Descriptions of distinguishing physical characteristics
- g. Evergreen may disclose protected health information to law enforcement officials if an individual is a suspected victim of a crime, or where such disclosure is in response to a medical emergency and such disclosure appears necessary to alert law enforcement to the commission and nature of the crime.
 - h. Evergreen may disclose protected health information if Evergreen believes in good faith that the disclosure is necessary to prevent or lessen an imminent threat to the health and safety of a person or the public, and the disclosure is to a person who is able to prevent or lessen the threat.
 - i. Evergreen may disclose protected health information to a coroner or medical examiner for the purposes of identifying a deceased individual, determining a cause of death, or in fulfillment of any other duties required by law.
 - j. Evergreen may disclose protected health information to funeral directors consistent with applicable state and federal law as necessary to carry out duties to the deceased.
 - k. Evergreen may disclose protected health information to organ procurement organizations for the purpose of facilitating organ, eye, or tissue donation and transplantation.
 - l. Evergreen may disclose protected health information to a public health authority authorized by law to receive reports of abuse or neglect.

- i. Evergreen may disclose protected health information about an individual whom Evergreen reasonably believes to be a victim of abuse, neglect, or domestic violence to the extent the disclosure is required by law; if the individual agrees to the disclosure; or to the extent the disclosure is expressly authorized by statute or regulation and Evergreen believes the disclosure is necessary to prevent serious harm to the individual or other victims.
 1. If the individual is unable to agree to the disclosure due to incapacity, Evergreen may disclose protected health information if not doing so immediately would materially and adversely affect enforcement activity
 2. If Evergreen makes such a disclosure, Evergreen will promptly inform the individual that such a disclosure has been made, unless Evergreen believes such information would place the individual at risk of serious harm or Evergreen would be informing a legal representative whom Evergreen believes to be the source of abuse or neglect.
- m. Evergreen may disclose protected health information to a person or company subject to the jurisdiction of the Food and Drug Administration (FDA) with respect to an FDA regulated product or activity for which that person or company has responsibility for the following purposes:
 - i. To collect or report adverse events, product defects or problems, or biological product deviations;
 - ii. To track FDA regulated products;
 - iii. To enable product recalls, repairs, replacements, or look back; or
 - iv. To conduct post marketing surveillance
- n. Evergreen may disclose protected health information to a person who may have been exposed to a communicable disease, or may otherwise be at risk of contracting or spreading a disease or condition, if Evergreen or the public health authority is authorized by law to notify such person as necessary in the conduct of a public health intervention or investigation

- o. Evergreen may disclose protected health information to an employer about an individual who is a member of the workforce if:
 - i. Evergreen provides healthcare to the individual at the request of the employer and the disclosure is to conduct an evaluation relating to medical surveillance of the workplace or to evaluate whether the individual has a workplace related illness or injury;
 - ii. The protected health information disclosed consists of findings concerning a work related injury or illness or a workplace related medical surveillance;
 - iii. The employer needs such findings in order to comply with relevant state and federal law to record such illness or injury or to carry out responsibilities for workplace medical surveillance;
 - iv. Evergreen provides written notice to the individual that protected health information related to the medical surveillance of the workplace and work related illnesses and injuries is disclosed to the employer by giving a copy of the notice to the individual at the time the health care is provided or if the healthcare is provided on the site of the employer, by posting notice in a prominent place at the location where such healthcare is provided.
- p. Evergreen may disclose protected health information about an individual who is a student or prospective student of a school if:
 - i. The protected health information disclosed is limited to proof of immunization;
 - ii. The school is required by state or federal law to have such proof of immunization prior to admission of the individual; and
 - iii. Evergreen obtains and documents the agreement to the disclosure from either a parent, guardian, or person acting *in loco parentis* of the individual if the individual is an unemancipated minor; or, from the individual, if the individual is an emancipated minor.
- q. Evergreen may disclose protected health information to researchers when their research has been approved by a duly and legally constituted institutional review board that has reviewed the research proposal and

established protocols to ensure the protection of protected health information.

- r. Evergreen may disclose protected health information of Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure proper execution of a military mission.
 - i. Evergreen may disclose protected health information about foreign military personnel to appropriate foreign military authority for the same purposes as described above.
- s. Evergreen may disclose protected health information to authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other national security activities authorized by law.
 - i. Evergreen may disclose protected health information for the provision of protective services for the President or other government officials authorized by law, as well as foreign heads of state and officials.
- t. Evergreen may disclose protected health information to correctional facilities or law enforcement officers having lawful custody of an individual if such disclosure is necessary for the health and safety of the individual, officers, other inmates or any other individuals in contact with the individual.
 - i. Upon release of the individual from custody either through parole, probation, supervised release, or otherwise, Evergreen shall make no disclosures to any facility or official no longer having lawful custody of the individual.
- u. Evergreen may disclose protected health information to the extent such disclosures are necessary and authorized to comply with workers' compensation laws.

IV. Uses and disclosures requiring authorization

- a. Any disclosure of psychotherapy notes by Evergreen requires prior authorization by the individual treated.
 - i. Exceptions

1. The treating doctor or therapist who made the notes is free to make use of the notes in furtherance of treatment.
 2. Evergreen may use or disclose such notes for training programs in which students, trainees, or practitioners in mental health learn under supervision to practice or improve their skills.
 3. In the event the individual being treated brings suit against Evergreen, Evergreen may use the notes to defend itself against any claims asserted.
 4. Evergreen may disclose the notes to an authority investigating Evergreen for compliance with this policy, or in accordance with any other applicable law.
- b. Any disclosure of protected health information for the purposes of marketing requires prior authorization by the individual.
- i. Exceptions
 1. Face-to-face marketing communication from Evergreen to the covered individual does not require authorization.
 2. Promotional gifts of nominal value provided by Evergreen do not require prior authorization.
 - a. If Evergreen is financially remunerated for the gift by a third party, such remuneration will be disclosed to the individual.
- c. Evergreen must receive prior authorization from the covered individual for any disclosure that is a sale of protected health information.
- i. In the event that Evergreen seeks authorization for such a disclosure, the covered individual shall be notified of the nature of the sale.
- d. Any authorization given to Evergreen may be revoked at any time, barring the exceptions listed below:
- i. Exceptions

1. If Evergreen has already acted on the authorization, Evergreen is under no duty to claw back the disclosed information.
 2. If authorization was acquired as a condition of granting insurance coverage, the covered individual may not revoke such authorization.
- e. Retention policy
- i. All signed authorizations will be documented and retained indefinitely, or until expiration event of signed authorization if so specified.

V. Statement of individual rights

- a. You have a right to request restrictions on any uses or disclosures described in sections II, III, IV, and V, above.
 - i. Should such a request for restrictions be made, Evergreen is not obligated to agree to any such requests where individual authorization is not required, or where Evergreen has already acted upon previous authorization
- b. You have a right to receive confidential communications in alternative forms so long as such requests can be reasonably accommodated by Evergreen.
- c. You have the right to inspect and copy any of your own private health records, Evergreen may charge you for costs of copying, postage, and a preparation fee.
- d. You have a right to receive an accounting of any and all disclosures of your protected health information except as described in section II(k)(i)(2).
- e. You have a right to receive paper copies of any requested materials, including this privacy notice, even if you have previously agreed to receive copies of your records and communications electronically.

- f. You have a right to request an amendment of any protected health information or other information in your health records kept by Evergreen.
 - i. Evergreen has no duty to comply with the request if the requested amendment is to a record created by an entity other than Evergreen; if the record is not part of the record set designated in the request; if the record is not available for inspection; or if Evergreen determines that the record is accurate and complete as-is.
- g. You have a right to be notified if there is a security breach resulting in the disclosure of your protected health information to any party.

VI. Duties of Evergreen Health Co-op

- a. Evergreen has a legal duty under 45 CFR Parts 160, 162, and 164 to protect your protected health information, to provide covered individuals with notice of our privacy practices, to notify any covered individuals affected by a breach of security, and to abide by the contents of this notice.
- b. Evergreen periodically reviews this privacy notice and reserves the right to amend it. All revisions will be performed in accordance with applicable local and federal and notification of any changes will be sent to you.

VII. Complaints

- a. In the event that you feel Evergreen is not in compliance with the law or the contents of this Privacy Notice, you have a right to file a complaint with Evergreen, or with the Secretary of Health and Human Services (HHS), or any other officer or employee of HHS to whom the authority involved has been delegated.
- b. In the event you feel that you feel Evergreen is not in compliance with the law or this privacy notice, you may contact:
 - i. Carol Mandel, Chief Compliance Officer
(443)451-3969
3000 Falls Road, Suite 1
Baltimore, MD 21211

- c. Should any individual make a complaint that this HIPAA privacy policy has been violated by Evergreen, Evergreen is bound by law not to retaliate against said individual, and shall not, under any circumstance, retaliate against any individuals filing complaints.

VIII. Contact for further information

- a. If you have any questions about this privacy policy or your rights thereunder, you may contact:
 - i. Carol Mandel, Chief Compliance Officer
(443)451-3969
3000 Falls Road, Suite 1
Baltimore, MD 21211

IX. Effective date

- a. This HIPAA compliant privacy policy was adopted by Evergreen Health Co-op on August 12, 2013 and is valid until any revisions are made, of which notice shall be given.