PATIENT PRIVACY AND CONFIDENTIALITY POLICY

Legal and ethical standards require health care providers to maintain confidentiality and to secure the privacy of the personally identifiable health information obtained as a result of the physician patient relationship. Federal and state laws impose these same requirements on health care practice employees and volunteers. Employees and volunteers are collectively referred to as patients.

Patients shall not reveal personally identifiable facts about individuals, which information was obtained as a result of the physician-patient relationship, without the prior consent or authorization of the patient. Federal HIPAA privacy laws specify that patients cannot use or disclose, without the express written Authorization of a patient, any protected health information for anything other than our treatment, payment, and health care operations. Protected health information includes virtually all personal information about the individual (including the person's name, address, telephone number, email address, and so on), and all medical information such as diagnosis, treatment, prognosis, i.e. virtually all information we possess in out records about the patient.

Patients are absolutely prohibited from talking about any patient or any patient's protected health information outside of the office, including but not limited to spouses, family and friends. Discussions inside the office regarding protected health information are limited to work related treatment, payment and health care operations. Sanctions for violating privacy protections that can be imposed discipline by the State Board, and payment of damages in a civil lawsuit since Ohio courts now recognize breach of confidentiality claims. In addition, under the federal HIPAA law, intentional disclosures for improper purposes can result in imprisonment against the person making the unlawful disclosure.

Any patient who uses or discloses protected health information outside of the practice, for any purposes other than that which is expressly stated in the patient's written, signed Authorization, is subject to immediate termination or any other discipline imposed under applicable corporate or employment policies. In addition, the patient agrees to hold Max Center for Health, its shareholders, officers and doctors harmless and to indemnify them from any civil money penalties imposed as a result of the patient's unlawful or unauthorized use or disclosure of protected health information, and to pay their attorneys' fees to defend any civil or administrative action under federal or state law as a result of that improper use or disclosure of protected health information.

I understand and agree to the above policy, terms, conditions and responsibilities, and I agree to be legally bond hereby.

PATIENT NAME: _____

PATIENT SIGNATURE: _____

DATE: _____

Max Center for Health REPRESENTATIVE: _____