

HIPAA Privacy Act

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

LEGAL OBLIGATIONS

[Wilson Pharmacy, Inc. / Pharmacy Network Services, Inc. / Clinical Management Concepts, Inc.](#) are required by law to maintain the privacy of all medical information within its organization; provide this notice of privacy practices to all patients and customers; inform patients and customers of our legal obligations; and advise members of additional rights concerning their medical information. Wilson Pharmacy, Inc. must follow the privacy practices contained in this notice from its effective date of April 14, 2003, and continue to do so until this notice is changed or replaced.

[Wilson Pharmacy, Inc. / Pharmacy Network Services, Inc. / Clinical Management Concepts, Inc.](#) reserves the right to change our privacy practices and the terms of this notice at any time, provided applicable law permits the changes. Any changes made in these privacy practices will be effective for all medical information that is maintained including medical information created or received before the changes were made. All members will be notified of any changes by receiving a new notice of privacy practices.

You may request a copy of this notice of privacy practices at any time by contacting [Wilson Pharmacy, Inc. / Pharmacy Network Services, Inc. / Clinical Management Concepts, Inc.](#) at P. O. Box 5289, Johnson City, TN 37602-5289.

ORGANIZATIONS COVERED BY THIS NOTICE

This notice applies to the privacy practices of [Wilson Pharmacy, Inc. / Pharmacy Network Services, Inc./ and/or Clinical Management Concepts, Inc.](#) Medical information of our members may be shared with each other as needed for treatment, payment or health care operations.

USES AND DISCLOSURES OF MEDICAL INFORMATION

Your medical information may be used and disclosed for treatment, payment, and health care operations, for example:

TREATMENT: Your medical information may be disclosed to a doctor or hospital that asks for it to provide treatment to you.

PAYMENT: Your medical information may be used or disclosed to pay claims for services provided to you by doctors or hospitals, which are covered under your health insurance policy.

HEALTH CARE OPERATIONS: Your medical information may be used and disclosed to determine premiums, conduct quality assessment and improvement activities, to engage in care coordination or case management, to pursue Right of Recovery and Reimbursement/Subrogation, accreditation, conducting and arranging legal services, etc.

AUTHORIZATIONS: You may provide written authorization to use your medical information or to disclose it to anyone for any purpose. You may revoke this authorization in writing at any time but this revocation will not affect any use or disclosure permitted by your authorization while it was in effect. Unless you give written authorization, we cannot use or disclose your medical information for any reason except those described in this notice.

PERSONAL REPRESENTATIVE: Your medical information may be disclosed to a family member, friend or other person to the extent necessary to help with your health care or with payment for your health care but only if you agree we may do so, as described in the Individual Rights section of this notice below.

PLAN SPONSORS: Your medical information and the medical information of others enrolled in your group health plan may be disclosed to your plan sponsor in order to perform plan administration functions. Please see your plan documents for a full description of the limited uses and disclosures the plan sponsor may make of your medical information in order to administer your group health plan.

UNDERWRITING: Your medical information may be received for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a contract of health insurance or benefits. Your medical information will not be used or further disclosed for any other purpose, except as required by law, unless the contract of health insurance or benefits is placed with our company.

MARKETING: Your medical information may be used to contact you with information about health-related benefits and services or about treatment alternatives that may be of interest to you. Your medical information may be disclosed to a business associate to assist us in these activities. Unless the information is provided to you by a general newsletter or in person or is for products or services of nominal value, you may opt-out of receiving further information by telling us. (See instructions for opting out at the end of this notice).

RESEARCH: Your medical information may be used or disclosed for research purposes in limited circumstances. Medical information of a deceased person may be disclosed to a coroner, medical examiner, funeral director or organ procurement organization for certain purposes.

AS REQUIRED BY LAW: Your medical information may be used or disclosed as required by state or federal law. For example, medical information must be disclosed to the U.S. Department of Health and Human Services upon request for purposes of determining compliance with federal privacy laws. Medical information may be disclosed when required by workers' compensation or similar laws; to a government agency authorized to oversee the health care system or government programs or its contractors; and to public health authorities for public health purposes.

COURT OR ADMINISTRATIVE ORDER: Medical information may be disclosed in response to a court or administrative order, subpoena, discovery request, or other lawful process, under certain circumstances. Under limited circumstances (i.e. court order, warrant, or grand jury subpoena), medical information may be disclosed to law enforcement officials. In addition, medical information may be disclosed to law enforcement officials concerning a suspect, fugitive, material witness, crime victim or missing person. Medical information may be disclosed to law enforcement officials or correctional institutions regarding an inmate or other person in lawful custody, in certain circumstances.

VICTIM OF ABUSE: Medical information may be released to appropriate authorities under reasonable assumption that you are a possible victim of abuse, neglect or domestic violence or the possible victim of other crimes. Medical information may be released to the extent necessary to avert a serious threat to your health or safety or to the health or safety of others. Medical information may be disclosed when necessary to assist law enforcement officials to capture an individual who has admitted to participation in a crime or has escaped from lawful custody.

MILITARY AUTHORITIES: Medical information of Armed Forces personnel may be disclosed to Military authorities under certain circumstances. Medical information may be disclosed to authorized federal officials as required for lawful intelligence, counterintelligence, and other national security activities.

INDIVIDUAL RIGHTS

You have the right to look at or get copies of your medical information, with limited exceptions. You may request a format other than photocopies, which will be used unless the company cannot practicably do so. You must make the request in writing to obtain access to your medical information. You may obtain a form to request access by using the contact information at the end of this notice or you may send us a letter requesting access to the address located at the end of this

notice. If you request copies, there will be a charge of \$.25 per page, \$10 per hour for staff time to copy your medical information, and postage if you want the copies mailed to you. If you request an alternative format, the charge will be cost-based for providing your medical information in that format. If you prefer, we will prepare a summary or explanation of your medical information for a fee. For a more detailed explanation of the fee structure, please use the information at the end of this notice to contact our office.

You have the right to receive an accounting of the disclosures of your medical information by our company or by a business associate of our company. This accounting will list each disclosure that was made of your medical information for any reason other than treatment, payment, health care operations and certain other activities since April 14, 2003. This accounting will include the date the disclosure was made, the name of the person or entity the disclosure was made to, a description of the medical information disclosed, the reason for the disclosure, and certain other information. If you request an accounting more than once in a 12-month period, there may be a reasonable cost-based charge for responding to these additional requests. For a more detailed explanation of the fee structure, please use the information at the end of this notice to contact our office.

You have the right to request restrictions on the company's use or disclosure of your medical information. The company is not required to agree to these additional requests, but if in agreement, the company will honor the agreement, except in an emergency. **Any agreement to restrictions on the use and disclosure of your medical information must be in writing and signed by a person authorized to make such an agreement on behalf of the company. The company will not be bound unless the agreement is so memorialized in writing.**

You have the right to request confidential communications about your medical information by alternative means or alternative locations. You must inform the company that confidential communication by alternative means or to alternative locations is required to avoid endangering you. **You must make your request in writing and you must state that the information could endanger you if it is not communicated by the alternative means or to the alternative location requested.** The company must accommodate the request if it is reasonable, specifies the alternative means or location, and continues to permit use to collect premiums and pay claims under your health plan.

You have the right to request that the company amend your medical information. **Your request must be in writing and it must explain why the information should be amended.** The company may deny your request if the medical information you seek to amend was not created by our company or for certain other reasons. If your request is denied, the company will provide a written explanation of the denial. You may respond with a statement of disagreement to be appended to the information you wanted amended. If the company accepts

your request to amend the information, the company will make reasonable efforts to inform others, including the people you name, of the amendment and to include the changes in any future disclosures of that information.

If you receive this notice on our web site or by electronic mail (e-mail), you are entitled to receive this notice in written form. To obtain this notice in written form, please use the information at the end of this notice to contact our office.

QUESTIONS AND COMPLAINTS

If you want more information concerning the companies' privacy practices or you have questions or concerns, please contact us with the information below.

If you are concerned that the company has violated your privacy rights, or you disagree with a decision made about access to your medical information, or in response to a request you made to amend or restrict the use or disclosure of your medical information or to have us communicate with you by alternative means or at alternative locations, you may complain to us using the contact information below. You may also submit a written complaint to the U.S. Department of Health and Human Services. The address to file a complaint with the U.S. Department of Health and Human Services will be provided upon request.

The company supports your right to protect the privacy of your medical information. There will be no retaliation in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

**The Privacy Officer
Wilson Pharmacy, Inc.
525 N. State of Franklin Road
Johnson City, TN 37604
(423) 926-6154**

NON-DISCLOSURE POLICY AND AGREEMENT

POLICY

All medical and other information directly or indirectly identifying a patient or former patient must be kept strictly confidential. All information relating to a patient's care, treatment or condition constitutes confidential information. Employees and contract agents shall never discuss a patient's medical condition with friend's family or other non-employees. Discussion of patient information with employees is on a need to know basis, limited to coordination of treatment/insurance/billing. A patient's presence in our organization could also indicate the nature of the patient's illness and therefore shall not be disclosed without proper authorization. Any unauthorized disclosure by employees or contract agents could render the organization liable for damages on grounds of defamation or invasion of the right to privacy. Any employee or contract agent

who violates the confidentiality of medical related information will be terminated from employment or contract and removed from the premises.

AGREEMENT

The employee (or contract agent) recognizes and acknowledges the following, 1) That the services performed by Wilson Pharmacy, Inc. / Pharmacy Network Services, Inc. / Clinical Management Concepts, Inc. for its patients and providers are strictly confidential and that to enable the company to perform those services, its patients and providers furnish confidential information concerning their affairs; 2) That the goodwill of the company depends, among other things, upon its keeping of such services and information confidential; and 3) That by reason of your role, you may come into possession of information concerning the services performed by the organization for its patient and/or providers. You accordingly agree that except as directed by clinical pharmacist, nurse, therapist(s) and/or administrator, you will not, at any time during or after your employment (or contract), disclose any of such services or information to any person, or permit any non-employee to examine or make copies of any reports or other documents prepared by you or coming into your possession, that have in any way to do with the patients or providers of the organization. You recognize that disclosure of information may give rise to irreparable injury to the organization and the owners of such information (patients) who may seek available legal remedies against you.

The following state statute may be applicable (T. C. A. 68-11-3 11 - Violations – Civil Liability): "Any individual making unauthorized disclosure of information may be fined \$500 in the first offense and \$5000 in the case of each subsequent offense." Other legal remedies may be available.

Accordingly, and as recommended by our insurance liability carrier, **VIOLATIONS OF THE CONFIDENTIALITY OF PATIENT INFORMATION SHALL BE CAUSE FOR IMMEDIATE TERMINATION OF EMPLOYMENT OR CONTRACT.**