

NOTICE OF PRIVACY PRACTICES

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.

Background. This Notice of Privacy Practices is provided to you to ensure that you have a written document about the privacy policies of William H. Pond III and Pond & Associates, Inc.

The Notice describes how William H. Pond III (hereby referred to as “agent”) and Pond & Associates, Inc. (hereby referred to as “Company”) may use and disclose your protected health information (PHI). This Notice also sets out our legal obligations concerning your protected health information and describes your rights to control and access your health information under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act. This Notice has been drafted in accordance with the HIPAA Privacy Rule, contained in the Code of Federal Regulations at 45 CFR Parts 160 and 164. Terms not defined in this Notice have the same meaning as they have in the HIPAA Privacy Rule.

Questions and Further Information. If you have any questions or want additional information about the Notice or the policies and procedures described in the Notice, please contact the Privacy contact provided at the end of this Notice.

RESPONSIBILITIES

Agent/Company is required by law to maintain the privacy of your protected health information and provide you with certain rights with regard to your protected health information. It is obligated to provide you with a copy of this Notice setting forth legal duties and privacy practices with respect to your protected health information. Agent/Company must abide by the terms of this Notice. The health and billing records Agent/Company maintains is the physical property of Agent/Company. The information in it, however, belongs to you. This notice provides a summary of your rights as to that information. We reserve the right to amend, change, or eliminate provisions in our privacy practices and access practices and to enact new provisions regarding the protected health information we maintain. If our information practices change, we will amend our Notice. You are entitled to receive a revised copy of the Notice by calling and requesting a copy of our “Privacy Notice” or by visiting our office and picking up a copy.

USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

The following is a description of when Agent/Company is permitted or required to use or disclose your protected health information:

Payment and Health Care Operations. Agent/Company has the right to use and disclose your protected health information for all activities that are included within the definitions of “payment” and “health care operations” as defined in the HIPAA Privacy Rule.

Payment. Agent/Company will use or disclose your protected health information to fulfill its responsibilities for coverage and providing benefits as requested by the client. For example, Agent/Company may disclose your protected health information when a carrier requests information regarding your application for insurance.

Health Care Operations. Agent/Company, will use or disclose your protected health information to support our business functions. These functions include, but are not limited to: obtaining quotes, processing applications, quality assessment and improvement, reviewing carrier performance, renewals, business planning, legal services, and business development. For example, Agent/Company may use or disclose your protected health information: (i) to provide you with information about an insurance plan, including information on preventive services; (ii) to respond to a customer service inquiry from you; (iii) in connection with fraud and abuse detection and compliance programs, or (iv) to survey you concerning how effectively Agent/Company is providing services, among other issues.

Business Associates. Agent/Company contracts with service providers – called business associates – to perform various functions on its behalf. For example, Agent/Company may contract with a service provider to perform the administrative functions necessary to pay your medical claims. To perform these functions or to provide the services, business associates will receive, create, maintain, use, or disclose protected health information, but only after Agent/Company and the business associate agree in writing to contract terms requiring the business associate to appropriately safeguard your information.

Other Covered Entities. Agent/Company may use or disclose your protected health information to assist health carriers and health care providers in connection with their treatment or payment activities or to assist other covered entities in connection with certain health care operations. For example, Agent/Company may disclose your protected health information to a health insurance carrier when needed by the carrier to provide insurance for you, and Agent/Company may disclose protected health information to another covered entity to conduct health care operations in the areas of quality assurance and improvement activities, or accreditation, certification, licensing, or credentialing. This also means that Agent/Company may disclose or share your protected health information with other health care programs or insurance carriers in order to coordinate benefits, if you or your family members have other health insurance or coverage.

Required by Law. Agent/Company may use or disclose your protected health information to the extent required by federal, state, or local law.

Health Oversight Activities. Agent/Company may disclose your protected health information to a health oversight agency for activities authorized by law. For example, these oversight activities may include audits; investigations; inspections; licensure or disciplinary actions; or civil, administrative, or criminal proceedings or actions. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs, and government agencies that ensure compliance with civil rights laws.

Lawsuits and Other Legal Proceedings. Agent/Company may disclose your protected health information in the course of any judicial or administrative proceeding or in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized). If certain conditions are met, Agent/Company may also disclose your protected health information in response to a subpoena, a discovery request, or other lawful process.

Abuse or Neglect. Agent/Company may disclose your protected health information to a government authority that is authorized by law to receive reports of abuse, neglect, or domestic violence. Additionally, as required by law, if Agent/Company believes you have been a victim of abuse, neglect, or domestic violence, it may disclose your protected health information to a governmental entity authorized to receive such information.

Law Enforcement. Under certain conditions, Agent/Company also may disclose your protected health information to law enforcement officials for law enforcement purposes. These law enforcement purposes include, by way of example, (1) responding to a court order or similar process; (2) as necessary to locate or identify a suspect, fugitive, material witness, or missing person; or (3) as relating to the victim of a crime.

To Prevent a Serious Threat to Health or Safety. Consistent with applicable laws, Agent/Company may disclose your protected health information if disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. It also may disclose protected health information if it is necessary for law enforcement authorities to identify or apprehend an individual.

Military. Under certain conditions, Agent/Company may disclose your protected health information if you are, or were, Armed Forces personnel for activities deemed necessary by appropriate military command authorities. If you are a member of foreign military service, Agent/Company may disclose, in certain circumstances, your information to the foreign military authority.

National Security and Protective Services. Agent/Company may disclose your protected health information to authorized federal officials for conducting national security and intelligence activities, and for the protection of the President, other authorized persons, or heads of state.

Workers' Compensation. Agent/Company may disclose your protected health information to comply with workers' compensation laws and other similar programs that provide benefits for work-related injuries or illnesses.

Others Involved in Your Health Care. Agent/Company may disclose your protected health information to a friend or family member that is involved in your health care. If you are not present or able to agree to these disclosures of your protected health information, then, using professional judgment, Agent/Company may determine whether the disclosure is in your best interest.

Disclosures to the Secretary of the U.S. Department of Health and Human Services. Agent/Company is required to disclose your protected health information to the Secretary of the U.S. Department of Health and Human Services when the Secretary is investigating or determining Agent/Company's compliance with the HIPAA Privacy Rule.

Disclosures to You. Agent/Company is required to disclose to you or your personal representative most of your protected health information when you request access to this information. Agent/Company will disclose your protected health information to an individual who has been designated by you as your personal representative and who has qualified for such designation in accordance with relevant law. Prior to such a disclosure, however, Agent/Company must be given written documentation that supports and establishes the basis for the personal representation. Agent/Company may elect not to treat the person as your personal representative if it has a reasonable belief that you have been, or may be, subjected to domestic violence, abuse, or neglect by such person; treating such person as your personal representative could endanger you; or Agent/Company determines, in the exercise of its professional judgment, that it is not in your best interest to treat the person as your personal representative.

OTHER USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

Other uses and disclosures of your protected health information that are not described above will be made only with your written authorization. If you provide Agent/Company with an authorization, you may revoke the authorization in writing, and this revocation will be effective for future uses and disclosures of protected health information. However, the revocation will not be effective for information that Agent/Company has used or disclosed in reliance on the authorization.

CONTACTING YOU

Agent/Company (or its health insurance issuers, third-party administrators) may contact you about your current coverage. Agent/Company may contact you about other health benefits or services that might be of interest to you if you provide written authorization. Such authorization is not required where it consists of remunerated treatment communications for prescribed drugs or biologics, and non-remunerated communications about treatment, case management, care coordination, or other health-related products or services.

YOUR RIGHTS

The following is a description of your rights with respect to your protected health information:

Right to Request a Restriction. The HIPAA Privacy Rule provides that you may request a restriction on the protected health information Agent/Company uses or discloses about you for payment or health care operations. It also provides that you have a right to request a limit on disclosures of your protected health information to family members or friends who are involved in your care or the payment for your care. Agent/Company is not required to agree to any such restrictions that you request, and currently it is the policy of Agent/Company not to agree to any such restrictions. As an exception to this policy, you may request a restriction on disclosures of medical information to a health plan for purposes of carrying out payment or health care operations and which is not for purposes of carrying out treatment, and the PHI pertains solely to a health care service for which the provider has been paid out of pocket in full. We must comply with this request under the law.

Right to Request Confidential Communications. If you believe that a disclosure of all or part of your protected health information may endanger you, you may request that Agent/Company communicate with you in an alternative manner or at an alternative location. For example, you may ask that all communications be sent to your work address. You may request a confidential communication using the Contact Information at the end of this Notice. Your request must specify the alternative means or location for communication with you. It also must state that the disclosure of all or part of the protected health information in a manner inconsistent with your instructions would put you in danger. Agent/Company will accommodate a request for confidential communications that is reasonable and that states that the disclosure of all or part of your protected health information could endanger you.

Right to Request Access. You have the right to inspect and copy protected health information that may be used to make decisions about your benefits, including in electronic format upon request. You must submit your request in writing. For your convenience, you may request a form using the Contact Information at the end of this Notice. If you request copies, Agent/Company may impose reasonable copy charges (which may include a labor charge), as well as postage if you request copies be mailed to you. Note that under federal law, you may not inspect or copy the following records: information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding; and protected health information that is subject to law that prohibits access to protected health information. Depending on the circumstances, a decision to deny access may be reviewable. In some, but not all, circumstances, you may have a right to have this decision reviewed. You may appeal a denial of access to your protected health information, except in certain circumstances.

Right to Request an Amendment. You have the right to request an amendment of your protected health information held by Agent/Company if you believe that information is incorrect or incomplete. If you request an amendment of your protected health information, your request must be submitted in writing using the Contact Information at the end of this Notice and must set forth a reason(s) in support of the proposed amendment.

In certain cases, Agent/Company may deny your request for an amendment. For example, Agent/Company may deny your request if the information you want to amend is accurate and complete or was not created by Agent/Company. If Agent/Company denies your request, you have the right to file a statement of disagreement. Your statement of disagreement will be linked with the disputed information and all future disclosures of the disputed information will include your statement.

Right to Request an Accounting. You have the right to request an accounting of certain disclosures Agent/Company has made of your protected health information. You may request an accounting using the Contact Information at the end of this Notice. You can request an accounting of disclosures made up to six years prior to the date of your request, except that Agent/Company is not required to account for disclosures made prior to January 1, 2007. You are entitled to one accounting free of charge during a twelve-month period. There will be a charge to cover Agent/Company's costs for additional requests within that twelve-month period. Agent/Company will notify you of the cost involved and you may choose to withdraw or modify your request before any costs are incurred. An accounting will not include uses and disclosures of information for treatment, payment or operations; disclosures or uses made to you or made at your request; uses or disclosures made pursuant to an authorization signed by you; uses or disclosures made to family members or friends relevant to that person's involvement in your care or payment for such care; or, uses or disclosures to notify family or others responsible for your care of your location, condition or your death.

Right to be Notified of a Breach. You have the right to be notified in the event that Agent/Company (or a Business Associate of Agent/Company) discovers a breach of unsecured protected health information.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this Notice, even if you have agreed to accept this Notice electronically. To obtain such a copy, please contact Agent/Company using the Contact Information at the end of this Notice.

COMPLAINTS

If you believe Agent/Company has violated your privacy rights, you may complain to Agent/Company or to the Secretary of the U.S. Department of Health and Human Services. You may file a complaint with Agent/Company using the Contact Information at the end of this Notice. Agent/Company will not penalize or in any other way retaliate against you for filing a complaint.

CHANGES TO THIS NOTICE

Agent/Company reserves the right to change the provisions of this Notice and make the new provisions effective for all protected health information that it maintains. If Agent/Company makes a material change to this Notice, it will provide a revised Notice to you at the address that Agent/Company has on record for the participant enrolled in Agent/Company.

EFFECTIVE DATE

This Notice of Privacy Practices is effective January 1, 2012.

CONTACT INFORMATION

To exercise any of the rights described in this Notice, for more information, or to file a complaint, please contact the HIPAA Privacy Contact, Jill Pond at (614) 899-0992.