

# WILLISTON FIRE DEPARTMENT

## NOTICE OF PRIVACY PRACTICES & LIFETIME AUTHORIZATIONS

**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.**

Purpose of This Notice: Williston Fire Department is required by law to maintain the privacy of certain confidential health care information, known as Protected Health Information (PHI), and to provide you with a notice of our legal duties and privacy practices with respect to your PHI. This Notice describes your legal rights, advises you of our privacy practices, and lets you know how Williston Fire Department is permitted to use and disclose PHI about you.

The Williston Fire Department is also required to abide by the terms of the version of this Notice currently in effect. In most situations we may use this information as described in this Notice without your permission, but there are situations where we may use it only after we obtain your written authorization, if we are required by law to do so.

Uses and Disclosures of PHI: Williston Fire Department may use PHI for the purposes of treatment, payment, and health care operations, in most cases without your written permission. Examples of our use of your PHI:

For Treatment: This includes such things as verbal and written information that we obtain about you and use pertaining to your medical condition and treatment provided to you by us and other medical personnel (including doctors and nurses who give orders to allow us to provide treatment to you). It also includes information we give to other health care personnel to whom we transfer your care and treatment, and includes transfer of PHI via radio or telephone to the hospital or dispatch center as well as providing the hospital with a copy of the written record we create in the course of providing you with treatment and transport.

For Payment: This includes any activities we must undertake in order to get reimbursed for the services we provide to you, including such things as organizing your PHI and submitting bills to insurance companies (either directly or through a third party billing company), management of billed claims for services rendered, medical necessity determinations and reviews, utilization review, and collection of outstanding accounts.

For Health Care Operations: This includes quality assurance activities, licensing, and training programs to ensure that our personnel meet our standards of care and follow established policies and procedures, obtaining legal and financial services, conducting business planning, processing grievances and complaints, creating reports that do not individually identify you for data collections purposes, fundraising, and certain marketing activities.

This also would include other information about alternative services we provide or other health-related benefits and services that may be of interest to you.

Uses and Disclosure of PHI Without Your Authorization: Williston Fire Department is permitted to use PHI without your written authorization, or opportunity to object in certain situations, including:

- For Williston Fire Department's use in treating you or in obtaining payment of services provided to you in other health care operations;
- For the treatment activities of another health care provider;
- To another health care provider or entity for the payment activities of the provider or entity that receives the information (such as your hospital or insurance company);
- To another health care provider (such as the hospital to which you are transported) for the health care operations activities of the entity that receives the information as long as the entity receiving the information has or has had a relationship with you and the PHI pertains to that relationship;
- For health care fraud and abuse detection or for activities related to compliance with the law;
- To a family member, other relative, or close personal friend or other individual involved in your care if we obtain your verbal agreement to do so or if we give you an opportunity to object to such a disclosure and you do not raise any objections. We may also disclose health information to your family, relatives, or friends if we infer from the circumstances that you would not object. For example, we may assume you agree to our disclosure of our personal health information to your spouse when your spouse has called the ambulance for you. In situations where you are not capable of objecting (because you are not present or due to your incapacity or medical emergency), we may, in our professional judgment, determine that a disclosure to your family member, relative or friend is in your best interest. In that situation, we will disclose only health information relevant to that person's involvement in your care. For example, we may inform the person who accompanied you in the ambulance that you have certain symptoms and we may give that person an update on your vital signs and treatment that is being administered by our ambulance crew;
- To a public health authority in certain situations (such as reporting a birth, death or disease as required by law, as part of a public health investigation, to report child or adult abuse, or neglect or domestic violence, to report adverse events such as product defects, or to notify a person about exposure to a possible communicable disease as required by law);
- For health oversight activities including audits or government investigations, inspections, disciplinary proceedings, and other administrative or judicial actions undertaken by the government (or their contractors) by law to oversee the health care system;
- For judicial and administrative proceedings as required by a court administrative order, or in some cases in response to a subpoena or other legal process;
- For law enforcement activities in limited situations, such as when there is a warrant for the request, or when the information is needed to locate a suspect or stop a crime;
- For military, national defense, and security and other special government functions;
- To avert a serious threat to the health and safety of a person or the public at large;

- For workers' compensation purposes, and in compliance with workers' compensation laws;
- To coroners, medical examiners and funeral directors for identifying deceased persons when determining cause of death, or carrying on their duties as authorized by law;
- If you are an organ donor, we may release health information to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ donation bank, as necessary to facilitate organ donation and transplantation;
- For research projects, but this will be subject to strict oversight and approvals and health information will be released only when there is a minimal risk to your privacy and adequate safeguards are in place in accordance with the law;
- We may use or disclose health information about you in a way that does not personally identify you or reveal who you are.

Any other use or disclosure of PHI, other than those listed above will only be made with our written authorization (the authorization must specifically identify the information we seek to use or disclose, as well as when and how we seek to use or disclose it). You may revoke your authorization at any time, in writing, except to the extent that we have already used or disclosed medical information in reliance on that authorization.

Patient Rights: As a patient, you have a number of rights with respect to the protection of your PHI, including:

*The right to access, copy or inspect your PHI.* This means you may come to our offices and inspect and copy most of the medical information about you that we maintain. We will normally provide you with access to this information within 30 days of your request. We may also charge you a reasonable fee for you to copy any medical information that you have the right to access. In limited circumstances, we may deny you access to your medical information, and you may appeal certain types of denials.

We have available forms to request access to your PHI and we will provide a written response if we deny you access and let you know your appeal rights. If you wish to inspect and copy your medical information, you should contact the privacy officer listed at the end of this Notice.

*The right to amend your PHI.* You have the right to ask us to amend written medical information that we may have about you. We will generally amend your information within 60 days of your request and will notify you when we have amended the information. We are permitted by law to deny your requests to amend your medical information only in certain circumstances, like when we believe the information you have asked us to amend is correct. If you wish to request that we amend the medical information that we have about you, you should contact the privacy officer listed at the end of this Notice.

*The right to request an accounting of our use and disclosure of your PHI.* You may request an accounting from us of certain disclosures of your medical information that we have made in the last six years prior to the date of your request. We are not required to give you an accounting of information we have used or disclosed for purposes of treatment, payment or health care operations, or when we share your health information with our business associates, like our billing company or a medical facility from/to which we have transported you.

We are also not required to give you an accounting of our uses of protected health information for which you have already given us written authorization. If you wish to request an accounting of the medical information about you that we have used or disclosed that is not exempted from the accounting requirement, you should contact the privacy officer listed at the end of this Notice.

*The right to request that we restrict uses and disclosures of your PHI.* You have the right to request that we restrict how we use and disclose your medical information that we have about you for treatment, payment or health care options, or to restrict the information that is provided to family, friends, and other individuals involved in your health care. But if you request a restriction and the information you asked us to restrict is needed to provide you with emergency treatment, then we may use the PHI or disclose the PHI to a health care provider to provide you with emergency treatment. Williston Fire Department is not required to agree to any restrictions you request, but any restrictions agreed to by Williston Fire Department are binding on Williston Fire Department.

*Internet, Electronic Mail, and the Right to Obtain of Paper Notice on Request.* If we maintain a web site, we will prominently post a copy of this Notice on our web site and make the Notice available electronically through the web site. If you allow us, we will forward you this Notice by electronic mail instead of on paper and you may always request a paper copy of the Notice.

*Revisions to the Notice:* Williston Fire Department, reserves the right to change the terms of this Notice at any time, and the changes will be affective immediately and will apply to all protected health information that we maintain. Any material changes to the Notice will be promptly posted in our facilities and posted to our web site, if we maintain one. You can get a copy of the latest version of this Notice by contacting the Privacy Officer identified below.

*Your legal rights and complaints:* You also have the right to complain to us, or to the Secretary of the United States Department of Health and Human Services if you believe your privacy rights have been violated. You will not be retaliated against in any way for filing a complaint with us or to the government. Should you have any questions, comments for complaints you may direct all inquires to the privacy officer.

If you have any questions, or if you wish to file a complaint or exercise any rights listed in this Notice, please contact:

Williston Fire Department (802) 878-5622  
 Attn: Keith Baker  
 645 Talcott Road  
 Williston, VT 05495

The following terms and conditions were, in part, included on the *Patient Billing Authorization* form provided to you during transport, which you, your authorized representative, or your care provider signed:

**Privacy Practices Acknowledgment:** By signing below, the signer acknowledges that the **Town of Williston ~ Williston Fire Department** (hereafter "WFD") provided a copy of its *Notice of Privacy Practices & Lifetime Authorizations* to the patient, or to the signer or another party with instructions to provide the Notice to the patient.

**\*A copy of this form is valid as an original\***

## **SECTION I - PATIENT SIGNATURE**

*The patient must sign here unless the patient is physically or mentally incapable of signing.*

**NOTE: IF THE PATIENT IS A MINOR, THE PARENT OR LEGAL GUARDIAN SHOULD SIGN IN THIS SECTION.**

I authorize the submission of a claim for payment to Medicare, Medicaid, or any other payor for any services provided to me by WFD now, in the past, or in the future, until such time as I revoke this authorization in writing. I understand that I am financially responsible for the services provided to me by WFD, regardless of my insurance coverage, and in some cases, I may be responsible for any remaining balance after my insurance has paid. I agree to immediately remit to WFD any payments that I receive directly from insurance, or any source whatsoever, for the services provided to me and I assign all rights to such payments to WFD. I authorize WFD to appeal payment denials or other adverse decisions on my behalf without further authorization. I authorize and direct any holder of medical information or other relevant documentation about me to release such information to WFD and its billing agents, the Centers for Medicare and Medicaid Services, and/or any other payors or insurers, and their respective agents or contractors, as may be necessary to determine these or other benefits payable for any services provided to me by WFD, now, in the past, or in the future. I understand and agree to the following terms:

- All invoices are due upon receipt, with the full balance due within 90 days of the date of service.
- Any balance due past 90 days of the date of service will be submitted to an outside collection agency for a pre-collection process. Any balance submitted for pre-collection will be assessed a \$6 per month fee during the pre-collect period.
- Any balance due past 150 days of the date of service will be submitted to an outside collection agency for collection of a debt and will appear on my credit report. Any balance submitted for collection will be assessed a 25% collection fee (increased to a 40% collection fee if an account is filed in Small Claims Court), along with reasonable attorney fees as allowed by state and federal law.
- If I need assistance paying my bill, I can contact the WFD at (802) 878-5622 for information regarding their Transport Fee Waiver program.
- If I would like to schedule a payment arrangement on any balance due, I can contact the WFD billing agent, Bonnie Breault at Barre City Fire & Ambulance, at (802) 476-6613. Accounts that adhere to a timely payment arrangement will not be subject to additional fees. Any account that becomes delinquent under a payment arrangement will be subject to the terms listed above.

## **SECTION II - AUTHORIZED REPRESENTATIVE SIGNATURE**

*Complete this section only if the patient is physically or mentally incapable of signing.*

On the line below, explain the circumstances that make it impractical for the patient to sign:

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I am signing on behalf of the patient to authorize the submission of a claim for payment to Medicare, Medicaid, or any other payor for any services provided to the patient by WFD now or in the past, (or in the future, where permitted). By signing below, I acknowledge that I am one of the authorized representatives listed below. **My signature is not an acceptance of financial responsibility for the services rendered.**

Authorized representatives include **only** the following individuals:

- Adult patient's legal guardian. ~ See Section I for minors ~
- Spouse, relative or other person who arranges for the patient's treatment or who exercises other responsibility for the patient's affairs.
- Relative or other person who receives social security or other governmental benefits on behalf of the patient.
- Representative of an agency or institution that did not furnish the services for which payment is claimed (i.e., ambulance services) but furnished other care, services, or assistance to the patient.

For billing and payment inquiries, including insurance, worker's compensation, payment plans, etc., please contact our billing vendor:

Bonnie Breault (802) 476-6613  
Barre City Fire & Ambulance  
PO Box 418  
Barre, VT 05641