



## **NOTICE OF PRIVACY PRACTICES**

### **REGIONAL CANCER CARE ASSOCIATES**

**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.**

This Notice of Privacy Practices (Notice) is provided to you by Regional Cancer Care Associates (RCCA) pursuant to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended (HIPAA). The Notice describes how RCCA 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; provision of health care services to you; or the past, present or future payment for the provision of health care services to you.

#### **Organized Healthcare Arrangement**

Regional Cancer Care Associates LLC and RCCA MD LLC have agreed to abide by the terms of this joint Notice of Privacy Practices with respect to Protected Health Information as part of their participation in an organized healthcare arrangement (OHCA), as such term is defined under HIPAA. References herein to "RCCA" shall include both Regional Cancer Care Associates LLC and RCCA MD LLC.

Regional Cancer Care Associates LLC and RCCA MD LLC will share Protected Health Information with each other as necessary to carry out treatment, payment, or healthcare operations relating to the OHCA, and as otherwise permitted by applicable law. This joint Notice of Privacy Practices shall apply to all Regional Cancer Care Associates LLC and RCCA MD LLC medical practice sites. Except for the obligation to furnish this joint Notice of Privacy Practices on behalf of the OHCA, nothing contained herein is intended to suggest or imply that a member of the OHCA is an agent or representative of another member of the OHCA.

#### **Uses and Disclosures of Protected Health Information**

Your Protected Health Information may be used and disclosed by RCCA and others outside of our offices that are involved in your care and treatment for the purposes of providing health care services to you, to pay your health care bills, to support the operation of the physicians' practice,

and any other uses required or permitted by law.

## **Treatment**

RCCA will use and disclose your Protected Health Information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party. For example, RCCA may disclose your Protected Health Information as necessary, to a home health agency that provides care to you; or your Protected Health Information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you. In addition, RCCA may use a sign-in sheet at the registration desk where you will be asked to sign your name and indicate your physician. RCCA personnel may also call you by name in the waiting room when your physician is ready to see you.

Additionally, RCCA may use or disclose your Protected Health Information, as necessary, to contact you to remind you of your appointment or to provide you with information about alternative treatments or other health care services we provide. If you request that RCCA not make such contact with you, RCCA will observe your wishes.

## **Payment**

Your Protected Health Information will be used, as necessary, to obtain payment for your health care services. For example, obtaining approval for a procedure requiring prior authorization by your health plan or obtaining approval for a hospital stay may require that your relevant Protected Health Information be disclosed to the health plan to obtain approval for the procedure or hospital admission.

## **Healthcare Operations**

RCCA may use or disclosed, as necessary, your Protected Health Information in order to support the business activities of the medical practice. These activities include, but are not limited to, quality assessment activities, employee review activities, training of medical and health care students, licensing, and conducting or arranging for other business activities. For example, RCCA may disclose your Protected Health Information to medical school students that see patients at our offices.

There are some services that RCCA may provide through agreements with business associates. When these services are contracted, RCCA may disclose your Protected Health Information to our business associate and bill you or your health plan for the services rendered. To protect your Protected Health Information, however, RCCA requires the business associate to appropriately safeguard your information.

## **Other Uses and Disclosures That Do Not Require Prior Authorization**

*Required By Law:* RCCA may use or disclose your Protected Health Information as required by law, including, but not limited to, reporting of communicable diseases, incidence of cancer, burns, seizures, gun shots, abuse, organ donations, product recalls, product failures, births/deaths, birth defects and other required uses and disclosures.

*Public Health Purposes:* RCCA may disclose Protected Health Information to local, state or federal public health authorities, as authorized or required by law, to prevent or control disease, injury or disability; report child abuse or neglect; report domestic violence; report Food and Drug Administration problems with products and reaction to medications; and report disease or infection exposure.

*Health Oversight Activities:* RCCA may use or disclose Protected Health Information to health agencies during the course of audits, investigations, surveys, accreditation, certification and other proceedings necessary for oversight of (1) the health care system, (2) government benefit programs for which health information is relevant to beneficiary eligibility, (3) entities subject to government regulatory programs for which health information is necessary for determining compliance with program standards; and (3) entities subject to civil rights laws for which health information is necessary for determining compliance.

*Judicial and Administrative Proceedings:* RCCA may use or disclose Protected Health Information in the course of a judicial or administrative proceeding. However, in certain instances you may be made aware of the use or disclosure of your Protected Health Information prior to its release.

*Law Enforcement Purposes:* RCCA may use or disclose Protected Health Information to law enforcement officials to identify or locate a suspect, fugitive, material witness, or missing person, or, in some cases, to comply with a court order or subpoena and for other law enforcement purposes.

*Coroners or Funeral Directors:* RCCA may disclose Protected Health Information to coroners or funeral directors consistent with applicable law to carry out their duties.

*Organ Procurement Organizations:* Consistent with applicable law, RCCA may disclose Protected Health Information to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.

*Research:* RCCA may disclose information to researchers when their research has been approved by an Institutional Review Board (IRB). IRBs review research proposals and established protocols to ensure the privacy of your Protected Health Information.

*Public Safety:* RCCA may use or disclose Protected Health Information in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.

*Specialized Government Functions:* RCCA may use or disclose Protected Health Information for military or national security purposes. Protected Health Information of patients who are Armed Services personnel may be used or disclosed: (1) for activities deemed necessary by the appropriate military authorities; (2) for the purposes of a determination by the Department of Veteran Affairs of your eligibility for benefits; or (3) to a foreign military authority if you are member of that foreign military service. RCCA may use or disclose Protected Health Information to authorized federal officials for national security and intelligence activities.

*Workers' Compensation:* RCCA may disclose Protected Health Information to the extent

authorized and to the extent necessary to comply with laws relating to workers' compensation or other similar programs established by law.

*Correctional Institution:* RCCA may disclose Protected Health Information to corrections officials or agents necessary for the health or safety of inmate patients or other individuals.

*Family and Friends:* Unless you indicate otherwise, RCCA may release your Protected Health Information to a family member or friend identified by you, that is helping you pay for your health care or who assists in taking care of you. In addition, RCCA may use or disclose information about your location and general condition to notify or assist in notifying a family member, personal representative, or another person responsible for your care.

*Fundraising:* RCCA may use or disclose Protected Health Information for the purposes of communicating with you as part of RCCA's or RCCA affiliates' fundraising activities. You may opt-out of receiving such fundraising communications. RCCA may not condition treatment or payment on your choice regarding fundraising communications.

*Health Information Exchange:* RCCA may use or disclose Protected Health Information electronically for treatment, payment and health care operation purposes through its participation in a health information exchange with other health care providers. You may opt-out of the health information exchange. If so, your Protected Health Information will continue to be used in accordance with this Notice and the law; however, your Protected Health Information will not be made electronically available through the health information exchange.

### **Required Uses and Disclosures**

Under the law, RCCA must make disclosures to you, upon your request, and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of HIPAA.

### **De-Identified Information**

Any information RCCA provides to a third party other than to our business associates or other health care providers with a treatment relationship to you will be de-identified or stripped of any and all personal data which could be used to identify a specific individual.

### **Written Authorization**

Except for the purposes described above, RCCA will only use or disclose Protected Health Information with your express written authorization and you may revoke that authorization at any time in writing. In addition, prior to most uses or disclosures of psychotherapy notes, uses and disclosures of Protected Health Information for marketing purposes, or disclosures that constitute sale of Protected Health Information, RCCA is required to obtain your authorization. Please note, however that revocations will apply only to future uses and disclosures of your Protected Health Information.

### **Your Rights With Respect To Your Protected Health Information**

With respect to your Protected Health Information, you have the right to the following from RCCA:

•**Restrict Use Or Disclosure** - You may ask RCCA not to use or disclose any part of your Protected Health Information for the purposes of treatment, payment or health care operations. You may request that certain uses or disclosures of your Protected Health Information be restricted. To do so, you must provide the request in writing using the Request for Restriction on Use or Disclosure form available from our offices. RCCA will determine if the information constitutes required information to carry out treatment, payment or health care operations. If, in our sole opinion, your request does not involve information that is required by RCCA to carry out treatment, payment or health care operations, RCCA will accept your request for restrictions and will notify you if your request will be honored within 30 days or as required by law.

Please note, however, that your physician is not required to agree to a restriction that you may request, except in instances where you request that RCCA restrict use and disclosure of your Protected Health Information to a health plan for payment or health care operation purposes and such information pertains solely to a health care item or service for which you paid “out of pocket” in full. Otherwise, if your physician believes it is in your best interest to permit use and disclosure of your Protected Health Information, your Protected Health Information will not be restricted. You then have the right to use another health care professional.

•**Confidential Communication Of Protected Health Information** - You may request that RCCA communicate your Protected Health Information to you by different means or to different places. For example, you may request to receive information about your health status in a special, private room or through correspondence sent to a private address. Generally, RCCA communicates with patients via telephone and US mail service.

•**Inspection And Copying** - You may request a report containing your Protected Health Information that has been collected by RCCA for you to inspect or copy. Such requests will be honored within 30 days or as required by law. You will be notified in writing of RCCA’s receipt of the request and the date upon which the information will be made available to you.

•**Amendment Or Correction** - You may request that RCCA amend or correct your Protected Health Information that has been collected by RCCA. Upon agreement, requests to amend Protected Health Information will be honored within 60 days or as required by law. However, RCCA may deny a requested amendment if it determines that the information is complete, accurate, and on limited grounds. If denied, RCCA will provide the individual with an opportunity to file a statement of disagreement and RCCA will provide documentation of the dispute. You will be notified in writing of the action taken by RCCA.

•**Accounting Of Disclosures** - You may request that RCCA supply you with a listing of the disclosures of your Protected Health Information which have been made by RCCA, except disclosures, among others, made to you; upon your authorization; for treatment, payment or health care operations; and for certain government functions. Such requests will be

honored within 60 days or as required by law. You will be notified in writing of the date on which the accounting will be made available to you.

### **Paper Notice**

Upon your request, you may receive a paper copy of this Notice from RCCA, even if you have previously agreed to receive the Notice electronically. Copies of the Notice are available at the registration desks in the offices of RCCA.

### **RCCA's Duties to You**

#### **Generally**

RCCA is required by law to maintain the privacy of Protected Health Information; to provide you with notice of our legal duties and privacy practices with respect to Protected Health Information; and to notify you following a breach of unsecured Protected Health Information.

Additionally, RCCA must follow the privacy practices described in this Notice.

#### **Amendments**

RCCA reserves the right to change the privacy practices described in this Notice at any time. Changes to the privacy practices will apply to all Protected Health Information RCCA maintains, even Protected Health Information created prior to the changes in the revised Notice. If RCCA makes changes to the Notice, RCCA will immediately display the revised Notice at our offices and on our website at [regionalcancercare.org](http://regionalcancercare.org). RCCA will also provide you with a copy of the Notice upon request.

#### **Complaints**

If you believe that your privacy rights have been violated, you may send questions or complaints to us and/or the Secretary of the Department of Health and Human Services. RCCA will not retaliate against you for filing such a complaint.

If you have any complaints or objections related to the matters discussed in this Notice, you may direct your communication to the Privacy Officer at:

Regional Cancer Care Associates  
25 Main Street, Suite 601  
Hackensack, NJ 07601

Attn: Privacy Officer

201-510-0950

#### **Effective Date**

This Notice is effective as March 1, 2019, based on revisions to privacy practices previously implemented April 13, 2013, September 23, 2013 and August 22, 2017.

Your signature below is only acknowledgement that you have received a copy of this Notice:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



## **TELEMEDICINE/TELEHEALTH SERVICES DISCLOSURE FORM**

**YOU HAVE BEEN PROVIDED THIS FORM BECAUSE YOU HAVE ELECTED TO RECEIVE HEALTH CARE SERVICES FROM YOUR PROVIDER AT REGIONAL CANCER CARE ASSOCIATES (RCCA) VIA TELEMEDICINE/TELEHEALTH. THIS MEANS THAT YOUR “VISIT(S)” AND RELATED SERVICES WITH YOUR RCCA PROVIDER WILL OCCUR WHILE THE PROVIDER IS AT A DIFFERENT LOCATION THAN YOU AND USING AUDIO AND/OR VIDEO AND OTHER ELECTRONIC SOFTWARE, APPLICATIONS AND/OR EQUIPMENT.**

Prior to the initiation of your Telemedicine/Telehealth “visit”, your RCCA provider will confirm that you have reviewed this form in detail and will obtain your verbal consent to continue with the health care service. Your consent will be documented in your medical record.

**\*\*PLEASE REVIEW THIS FORM CAREFULLY\*\***

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### **Introduction to Telemedicine/Telehealth:**

Telemedicine/Telehealth allows you or your health care proxy to discuss your symptoms, personal or family history of health conditions, medical issues, and more with your RCCA provider in real-time. Using Telemedicine/Telehealth, you can receive a diagnosis, learn your treatment options, receive treatment advice and medical recommendation, and get most prescriptions, from the comfort of your own home or another remote location. In cases where it’s necessary, healthcare providers can even monitor readings from medical devices remotely to keep an eye on your condition.

You are able to send and receive the following information via Telemedicine/Telehealth: Your medical records, your medical images, live two-way audio and video communications, output data from medical devices and sound and video files.

During your visit or session, your RCCA provider may recommend that you have tests taken (blood, urine, other tissue, imaging and other radiology) and other interventions to look for changes associated with each possible diagnosis. You may decline testing or you may elect to pursue testing at a later date. If you elect to pursue testing, your provider will either direct you to an appropriate RCCA facility or provide you with a prescription to an outside laboratory, radiology, imaging or other specialized facility.

Data obtained during telemedicine/telehealth sessions or visits, or related communications, will be incorporated into your electronic medical record at RCCA. RCCA’s electronic systems include network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

### **Expected Benefits of Telemedicine/Telehealth:**

Some of the expected benefits may include:

- Improved access to medical care by enabling you to remain in your home or another remote site during “visits” with your provider and while your provider obtains test results and consults from healthcare providers at other locations;



- Efficient medical evaluation and management of your care; and
- Obtaining expertise of a provider at a distant location.

### **Potential Risks of Telemedicine/Telehealth:**

As with any medical procedure, there are potential risks associated with the use of Telemedicine/Telehealth. These risks include, but may not be limited to:

- In rare cases, information transmitted through audio and/or visual software or application may not be sufficient (e.g., poor resolution of images) to allow for appropriate medical decision making by your provider;
- Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment being used;
- In very rare instances, security protocols could fail, causing a breach of privacy of personal medical information;
- In rare cases, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other judgment errors.

### **Privacy Risks in Using Third-Party Communication Applications:**

You should be aware that the use of third-party software or applications to transmit health information potentially introduces privacy risks. While we will enable all available encryption and privacy modes when using such software and applications, there unfortunately remains a risk that the applicable systems may be infected by malware or suffer some other breach and transmit your personal and financial information without your knowledge or consent.

There also remains the risk of information being misappropriated on your end. **You should make every effort to attend your sessions and visits from a private location whenever possible. Further, you should not share any application or software logins, passwords or other access information with others. Finally, do not open or access any communication unless you are certain that it has come from your RCCA provider.**

### **Costs of Telemedicine/Telehealth Services:**

You will be charged for sessions and visits with your provider according to the terms of your insurance coverage. Any laboratory, imaging facilities, etc. that provide you with testing at the direction of your provider will charge you separately for the testing. You may verify coverage for this service prior to having it. You may self-pay for the telemedicine/telehealth service and necessary testing or provide us with insurance information so that we may bill your medical insurance company. Most insurance providers charge a copay for these services except in certain cases.

**BY CONSENTING TO PROCEED WITH A TELEHEALTH/TELEMEDICINE SERVICE WITH RCCA YOU UNDERSTAND THE FOLLOWING:**

1. You can decline the Telemedicine/Telehealth service at any time without affecting your right to future care or treatment, and any program benefits to which you would otherwise be entitled cannot be taken away.
2. You may have to travel to see a health care practitioner in-person if you decline the Telemedicine/Telehealth service.
3. If you decline the Telemedicine/Telehealth services, there are other options/alternatives available for you including seeking in-person services from your RCCA provider or seeking alternative providers in your community. Your RCCA provider has explained the alternative to your satisfaction.
4. The laws that protect privacy and the confidentiality of medical information also apply to Telemedicine/Telehealth services.
5. There are potential risks associated with using Telemedicine/Telehealth services.
6. You have the right to inspect all information obtained and recorded in the course of a Telemedicine/Telehealth interaction, and may receive copies of this information for a reasonable fee unless a fee is prohibited by law.
7. Telemedicine/Telehealth may involve electronic communication of your personal medical information to other medical providers who may be located in other areas, including out of state.
8. It is your obligation to fully identify yourself to your provider at the time of your session and visit, your location and any persons located in the room with you who are allowed to hear your personal health information.
9. It is your duty to inform your RCCA provider of electronic interactions regarding your care that you may have with other healthcare providers.
10. You may exclude anyone from any site during your Telemedicine/Telehealth service.
11. While you may expect anticipated benefits from the use of Telemedicine/Telehealth in your care, no results can be guaranteed or assured.
12. Your insurance will be billed for Telemedicine/Telehealth services and you may be billed for what your insurance does not cover, dependent upon the provider. If you have any questions about billing, you will need to talk with the provider's billing office.