must submit your request to inspect and copy health information that may be used to make decisions about you in writing to Director of Operations - Creighton Medical Associates, 2500 California Plaza, Omaha, NE 68164. You may charge a fee for the costs of copying, mailing or other supplies associated with your request. If you request a written summary, we may charge you a fee for this service. We may deny your request to inspect and copy health information in certain circumstances. If you are denied access to health information and the law pended, you may request that the denial be reviewed. A licensed health care professional chosen by Creighton will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review. Request forms are available at all Creighton clinics and from the University Privacy Officer.

- **Right to amendments.** If you feel that health information we maintain about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for Creighton University. To request an amendment, your request must be in writing and submitted to the University Privacy Officer at the address below. You must provide a reason that supports your request for amendment. We will deny your request for an amendment if it is not in writing or if it does not include a reason to support the request. We reserve the right to deny your request to amend information that is:
  - Not created by us, unless the person or entity that created the information is no longer available to make the amendment;
  - Not part of the health information kept by or for a Creighton University entity;
  - Not part of the information which you would be permitted to inspect and copy under the law; or
  - Accurate and complete.

- **Right to Accounting of Disclosures.** You have the right to request an accounting of disclosures, which is a list of disclosures of your health information made without your authorization and unrelated to treatment, payment or operations. To request an accounting of disclosures, you must submit a request in writing to the University Privacy Officer at the address below. Your request may be for disclosures made during any time period prior to the date of your request up to six years. It may not include dates before February 15, 2003. If you request an accounting more than once during a twelve (12) month period, we will charge you.

- **Right to Request Restrictions.** You have the right to request a restriction on the health information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the health information we disclose to family or friends who are involved in your care or paying for your care. We are not required to agree to your request. If we do agree to your request, we will comply with your request unless the information is needed to provide emergency treatment. To request restrictions, you must write to the Privacy Officer. Your request must state the information you want to limit; how you want to restrict our use or disclose this information; and you want the limits to apply.

- **Right to Request Confidential Communications.** You have the right to request that we communicate with you about your health matters in a certain way or at a certain location. To request confidential communications, you must make your request in writing to the University Privacy Officer at the address below. We will not ask you the reason for your request. Your request must specify how or where you wish to be contacted. We will accommodate all reasonable requests.

- **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 receive this notice electronically. You may obtain a copy of this notice on our website, www.creighton.edu. To obtain a paper copy of this notice, contact the University Privacy Officer at the address or phone number below.

**Effective Date and Changes to THIS NOTICE**

This Notice is effective beginning April 14, 2003. We reserve the right to change this notice. We may also be required by law to change our privacy practices and this notice. We will provide the revised notice effective for health information we already have about you as well as new information we receive. If there is a material change in this notice, we will post the new notice in each Creighton University Medical Center service site and on our website at www.creighton.edu.

**Complaints**

If you believe your privacy rights have been violated, you may file a complaint with the Creighton University Privacy Officer or with the Secretary of the U.S. Department of Health and Human Services. You will not be penalized or otherwise retaliated against for filing a complaint.

**Contact Creighton’s Privacy Officer**

For answers to questions or additional information about this Notice and our Privacy Practices, please contact:

Creighton University
Attn: University Privacy Officer
Telephone: (402) 280-6460
2500 California Plaza, Omaha, NE 68178
E-mail: privacy@creighton.edu

**WHO WILL FOLLOW THIS NOTICE**

This notice describes the privacy practices of Creighton University entities including:
- All schools, departments, clinics and units of Creighton University Medical Center
- All Creighton Medical Associates administrative offices and clinics
- Creighton Dental Clinics and Creighton Dental Associates administrative offices and clinics
- All health care professional authorized to enter into the health information
- All employees, residents, and health care professional students of Creighton University Medical Center involved in the delivery, quality and payment of your health care
- All residents or health care professional students observing health care services and operations
- All volunteers who allow to assist in your health care.

All the above-identified entities, locations, and individuals will follow the terms of this notice. In addition, these entities, sites and individuals may share health information with each other for treatment, payment or health care operations as described in this notice.
Our Pledge Regarding Health Information

We understand that your health information is personal and we are committed to protecting that health information. We create a record of the care and services you receive to ensure quality care and to comply with legal and regulatory requirements. This notice applies to all of the records of your care generated by Creighton University and the persons and entities listed above. It describes your rights and our obligations regarding the use and disclosure of your health information.

We are required by law to:

- Protect the Privacy of Your Health Information;
- Give You This Notice of Our Legal Duties and Privacy Practices with Respect to Your Health Information; and
- Follow the Terms of the Notice That Is Currently in Effect.

How We May Use and Disclose Your Health Information

The following categories describe different ways we use and disclose health information. We have included some examples of each use and disclosure. Not every use or disclosure within a category will be listed.

- For Treatment. We may use or disclose health information about you to doctors, nurses, technicians, consultants, residents, health care professional students, and/or other personnel who are involved in your care. For example, a doctor treating you may use your health history in diagnosing your illness. Our physicians and nurses may share health information about you in order to coordinate ordering prescriptions, lab work, x-rays and follow-up care. We may disclose health information about you to health care providers treating you at Creighton University who are involved in your ongoing health care.

- For Payment. We may use and disclose health information about you to individuals or organizations who receive payment for the services they provided you. For example, we may use and disclose health information to billing services they received to the health plan or payor to bill for services.

- For Health Care Operations. We may use and disclose health information about you for Creighton's health care operations. These uses and disclosures are necessary to operate Creighton and promote quality care. For example, we may use health information to review our treatment and services and to evaluate the performance of our staff. We may also combine health information about many patients to decide what additional services we should offer and whether certain new treatments are effective. We may disclose information to doctors, nurses, technicians, residents, health care professional students and other personnel for review and learning purposes. We also may disclose health information about you to entities outside Creighton University for their health care operations as long as both Creighton and the other entity have treated you. We may also combine the health information we receive with information from other health care providers to compare how we are doing and see where we can make improvements in care and services. We may remove information that identifies you from this set of health information so that the people who may use it to study health care and health care delivery without learning patient specifics.

- To Business Associates. We may disclose health information to other persons or organizations, known as business associates, who provide services on our behalf. To protect your health information, we require our business associates to properly safeguard the information we disclose to them.

- Appointment Reminders. We may use and disclose health information to contact you by phone, voice mail, e-mail, or mail to remind you about a scheduled appointment.

- Marketing. We will obtain your written authorization prior to using your health information to send you any marketing materials. We can, however, provide you with marketing materials in a face-to-face encounter without obtaining your authorization. We may also give you a promotional gift of nominal value, if we so choose, without obtaining your authorization.

- Treatment Alternatives. We may use and disclose health information to tell you about or recommend treatment options or health-related benefits and services that may be of interest to you.

- Fundraising Activities. We may disclose contact information about you to our fundraising offices and contractors so they may contact you when raising money for Creighton University's health care operations, services and research. We will only release your name, address, phone number and the dates you received treatment or services. If you do not wish to be contacted for fundraising efforts, you must notify the Creighton University Privacy Officer in writing at the address provided below.

- Individuals Involved in Your Care or Payment for Your Care. We may release health information about you to family or any other person you identify as involved in your health care or who is involved in the payment for your care. We will release this information if you agree to the disclosure or if you are given the opportunity to object to such a disclosure and do not. We may also release your health information where, in our profession judgment, it would be common practice and in your best interests to allow a person to act on your behalf. For example, a friend may be given your prescription or medical supplies. In addition, we may disclose health information about you in a disaster relief effort so that your family can be notified about your condition, status and location.

- Research. Under certain circumstances, we may use and disclose health information for research purposes. For example, a research project may involve comparing the health outcomes of patients with diabetes. This is a proposed research project and its use of health information, balancing the research needs with patients' need for privacy of their health information and concluding that patient authorization requirements may be waived. We may disclose health information to people preparing to conduct research, for example, to help them look for patients with specific characteristics. We will only do so if the recipient signs an agreement to protect the information and not use it to identify you.

- To Avert a Serious Threat to Health or Safety. We may disclose health information when necessary to prevent or lessen a serious and imminent threat to a person's or the public's health or safety. Any disclosure would only be to someone able to help prevent or lessen the threat.

- Organ and Tissue Donation. We may release health information to organizations that facilitate organ, eye or other organ or tissue donations.

- Workers' Compensation. We may release your health information as authorized by and to the extent necessary to comply with state workers' compensation laws or other similar state laws.

- Public Health Activities. We may disclose your health information for public health activities, including:

- Reporting health information to public health authorities for the purpose of preventing or controlling disease, injury or disability;
- Reporting child abuse and neglect to public health authorities or other government authorities authorized by law to receive such reports;
- Reporting information about products and services under the jurisdiction of the U.S. Food and Drug Administration;
- Reporting information about a patient who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition; and
- Reporting information to your employer as required under the Occupational Safety and Health Act.

- Abuse, Neglect or Domestic Violence. We will disclose health information to a person who has the victim of abuse, neglect or domestic violence, unless you object to this disclosure. This is a proposed research project and its use of health information, balancing the research needs with patients' need for privacy of their health information and concluding that patient authorization requirements may be waived. We may disclose health information to people preparing to conduct research, for example, to help them look for patients with specific characteristics. We will only do so if the recipient signs an agreement to protect the information and not use it to identify you.

- Limited Data Set. Each of us may use and disclose your health information (including your name, address, or other direct identifiers) for research, public health activities, and health oversight activities. We will only do so if the recipient signs an agreement to protect the information and not use it to identify you.

- Law Enforcement. We may disclose health information if asked to do so by a law enforcement official for the following reasons:

- In response to a court order, subpoena, warrant, summons or similar process.
- To identify or locate a suspect, fugitive, material witness, or missing person.
- In response to a critical incident, such as the victim of a crime, if, under certain limited circumstances, we are unable to obtain the patient's agreement.
- In response to inquiries as to a death we believe may have resulted from criminal conduct.
- In response to inquiries as to criminal conduct at the Creighton clinic site.
- In emergency response to report a crime, the location of the crime or victims; or the identity description or location of the person who committed the crime.

- Decedents. We will release health information to a coroner or medical examiner, as necessary, for example, to identify a deceased person or determine the cause of death. We may also release health information about patients to funeral directors as necessary to carry out their duties.

- Military Activities. If you are a member of the Armed Forces, we will disclose your health information to the appropriate military authorities. If you are foreign