

**Diagnostic Laboratory Services, Inc. (“DLS”)
NOTICE OF PRIVACY PRACTICES
Effective Date: April 14, 2003**

**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**

**If you have any questions about this Notice, please contact the Diagnostic Laboratory
Services, Inc. Compliance Department at (808) 589-5232.**

NOTICE OF PRIVACY PRACTICES:

This Notice describes our privacy practices including:

- All employees of DLS; and
- Students/trainees engaged in educational pursuits at DLS, and (The Queen’s Medical Center)

This Notice covers only the health information collected, created, and maintained by DLS. It does not cover the care that you may receive in your doctor’s office or other locations outside DLS.

**USES AND DISCLOSURES OF YOUR HEALTH INFORMATION FOR TREATMENT,
PAYMENT OR HEALTH CARE OPERATIONS:**

Each time you visit DLS, a record of your visit is made. Typically, this record contains your laboratory tests ordered, test results, symptoms/diagnoses, and billing information. We need this record to provide you with quality care and to comply with certain legal requirements. We understand that your health information is personal, and we are committed to protecting health information about you.

The following categories describe different ways we use and disclose health information and give some examples of the way we use and disclose health information. These examples do not include all the ways we may use or disclose your health information. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

Treatment: We may use health information about you to provide treatment or services. We may disclose health information about you to doctors, nurses, technicians, medical students, or other personnel who are involved in taking care of you.

To assist with your care outside DLS, we may disclose your health information to your doctor or other health care providers. For example, we may provide results of a laboratory test to a consulting doctor who may be seeing you in his or her office.

Payment: We may use and disclose your health information to bill and collect payment from you, your insurance company, or a third party payor for the services you received. For example, we may need to give information about your laboratory tests to your health plan so your health

plan will pay us or reimburse you for the treatment. We also may tell your health plan about services that you are going to receive so your plan can decide if it will cover the service. DLS also may share your information with other providers who are involved in your care for their payment purposes. We may disclose some of your health information to companies with whom we may contract for payment-related services. For instance, if you owe us money, we may give information about you to a collection company that we contract with to collect unpaid bills for us. For payment-related services, we will not use or disclose any more information about you than is necessary.

Health Care Operations: We may use and disclose your health information for DLS operations. These uses and disclosures are necessary to run DLS and make sure that all our patients receive quality care. For example, members of the quality improvement team may use information in your health record to continually improve the quality of care for all patients that we serve. We may combine information about many patients to determine the need for new services. We may disclose information to doctors, nurses, technicians, medical students, and other health care professionals for educational purposes.

We may disclose your health information to a health plan or another health care provider for their own health care operations as long as: They have or had a relationship with you; the information disclosed pertains to that relationship; and the information is used for one of following health care operations: Quality assessment and improvement; population-based activities; protocol development; case management and care coordination; contacting patients and providers with treatment alternatives; reviewing performance and competence of professionals, providers, health plans; and training programs, accreditation, certification, licensing, and credentialing; or corporate compliance.

Business Associates: We may disclose health information to those that we contract with as business associates so that they may do their jobs on behalf of DLS. Examples include consulting services, lawyers, auditors, accreditation and mailing services. We require that all business associates implement appropriate safeguards to protect your health information.

USES AND DISCLOSURES THAT WE MAY MAKE WITH YOUR AGREEMENT OR UNLESS YOU OBJECT:

Individuals Involved in Your Care or Payment for Your Care: We may disclose your health information to a family member, other relative, close personal friend, or any other person you identify as participating in your care or payment for that care. We may disclose:

- Health information that is relevant to that person's involvement in your care or payment related to your care
- Health information that is necessary to notify or assist in notifying those close to you of your location or condition.

This may include telling a family member about the status of a claim. However, we will not disclose your information to family or caregivers if you object. If you object, please discuss your concerns with our personnel at the time of service.

USES AND DISCLOSURES THAT WE MAY MAKE WITHOUT YOUR SPECIFIC AUTHORIZATION:

As Required by Law: We will disclose health information about you when required to do so by federal, state, or local law.

Public Health Activities: We may disclose health information about you for public health activities. These activities generally include disclosures for:

- Prevention or control of disease, injury, or disability
- Reporting of reactions to medications or problems with products or medical devices
- Notification of a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition
- Public health surveillance, investigations, and interventions.

We may disclose health information to your employer where services are provided to you at the request of your employer for the purposes of:

- An evaluation relating to medical surveillance of the workplace, or
- An evaluation whether you have a work-related or injury

Health Oversight: We may disclose health information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and Disputes: If you are involved in a lawsuit, a dispute, or some other legal action, we may disclose health information about you in response to a court or administrative order. We also may disclose health information about you in response to a subpoena, discovery request, or other lawful process, but only if the requesting party states that efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement Activities: We may release health information if asked to do so by a law enforcement official:

- Where required by federal, state, or local law
- In response to a court order, subpoena, warrant, summons, or similar process
- To identify or locate a suspect, fugitive, material witness, or missing person (but we will give only limited information)
- About criminal conduct at DLS.
- In emergency circumstances to report a crime, the location of the crime or victims, or the identity, description, or location of the person who committed the crime.

Research: Under certain circumstances, we may use and disclose health information about you for research purposes. Research projects are subject to a special review process that evaluates uses of health information, trying to balance the research needs with the need for

patient privacy. Before we use or disclose health information for research, the project will have to be approved through this review process.

To Avert a Serious Threat to Health or Safety: We may use and disclose health information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure would only be to someone who is likely to help prevent the threat.

Worker's Compensation: We may release health information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

National Security and Intelligence Activities: We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

Protective Services for the President and others: We may disclose health information about you to authorized federal officials so they may protect the President, other authorized persons, or foreign heads of state or may conduct special investigations.

Military Personnel: If you are a member of the armed forces, we may release health information about you as required by your military command authorities. We also may release health information about foreign military personnel to the appropriate foreign military authority.

Inmates: If you are an inmate of a correctional institution or under custody of a law enforcement official, we may release health information about you to the correctional institution or a law enforcement official. This release would be necessary: for the correctional institution to provide you with health care; to protect your health and safety or the health and safety of others; or for the safety and security of the correctional institution.

OTHER USES AND DISCLOSURE OF YOUR HEALTH INFORMATION:

Authorization: Other uses and disclosures of health information not covered by this Notice or the laws that apply to us will be made only with your written permission. If you provide DLS with an authorization to use and disclose health information about you, you may revoke that permission at any time by sending a request in writing to the DLS Compliance Department. If you revoke your permission, we will no longer use or disclose health information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission and that we are required to retain our records of the care that we provided to you. If the authorization was to permit disclosure of your information to an insurance company, as a condition of obtaining coverage, other laws may allow the insurer to continue to use your information to contest claims or your coverage, even after you have revoked the authorization.

Specially Protected Health Information: Unless otherwise required or permitted under law, disclosure of the following protected health information, outside DLS, requires your specific consent:

- AIDS/HIV Information

- Mental Health and Mental Illness Information
- Drug Addiction and Alcoholism (Substance Abuse) Information
- Genetic Information

YOUR HEALTH INFORMATION RIGHTS:

Although your health record is the physical property of DLS, you have the rights described below with respect to your health information:

Right to Inspect and Copy: DLS is defined as an “indirect provider” of healthcare services. This means that according to Federal and State law, clinical laboratories in the State of Hawaii “shall examine specimens only at the request of a person authorized by law to receive and interpret the laboratory test results”. Additionally, “the results of a test shall be reported directly and only to the authorized person”. [Hawaii Administrative Rules, Chapter 11-110 Section 12(b) and (c)]

Since the individual is not an authorized person, this restriction prohibits DLS from providing an individual access to PHI. The individual who receives clinical tests will be able to receive their test results or reports through the health care provider who ordered the tests. That “direct provider” will receive the PHI from DLS.

Right to Amend: If you feel that health information we have about you is incorrect or incomplete, you may ask us to amend this information. You have the right to request a reasonable amendment for as long as this information is kept by, or on behalf of, DLS. We may deny your request for an amendment in certain situations. If this occurs, you will be notified of the reason for the denial. If you disagree with our denial, you may submit a statement of disagreement or ask that your request become part of your record. In response, we may prepare a rebuttal statement. These will be made a part of your record.

To request an amendment, please contact the DLS Compliance Department. Requests must be in writing and must provide reasons for requesting the amendment. We will respond to your request within 30 days.

Right to an Accounting of Disclosures: You have the right to request an accounting of certain disclosures of your health information made by DLS. This accounting will not include disclosures:

- For treatment, payment, or health care operations
- Incidental to an otherwise permitted use or disclosure
- To correctional institutions or other custodial law enforcement officials
- As part of a limited data set
- For national security or intelligence purposes
- For any use or disclosure that you specifically authorized or requested or
- For any disclosure that occurred before April 14, 2003.

To request this list or accounting, please submit your request in writing to the DLS Compliance Department. Your request must state a time period, which may not be longer than six years and may not include dates before April 14, 2003. The first list you request within a 12-month period will be free. We may charge you a reasonable fee for the cost of providing subsequent lists.

We will notify you of the cost involved, and you may choose to withdraw or modify your request at that time before you are charged any of these costs. We will respond to your request for an accounting of disclosures within 60 days of receipt of your request.

Right to Request Restrictions: You have the right to request a restriction or limitation on the health information we use about you for treatment, payment, or health care operations. You also have the right to request a limit on the health information we disclose about you to someone who is involved in your care or the payment of your care.

DLS is not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment.

To request a restriction on the use or disclosure of your health information for treatment, payment or health care operations, you must make your request in writing to the DLS Compliance Department. In your request you must tell us: what information you want to limit; whether you want to limit our use, disclosure or both; and to whom you want the limits to apply.

To request a restriction on disclosure of your health information to family or others involved in your care or payment for that care, please discuss with our personnel at time of service.

Right to Request Confidential Communications: You have the right to request that we communicate with you about health matters in a certain way or at a certain location. For example, you may request that DLS use an alternative address for billing purposes.

To request confidential communications regarding billing, you must discuss your request with the DLS Billing Department on or by the date of service. We will agree to the request to the extent that it is reasonable for us to do so. Agreements for confidential communications are conditioned upon obtaining information about how payment, if any, will be handled. DLS may terminate its agreement to the request if payment arrangements are not honored.

Right to a Copy of this Notice: You have the right to receive a paper copy of this Notice at any time. Copies of the current Notice are available from all DLS Patient Service Centers and the DLS Compliance Department. You also may access our website at www.dlslab.com to print a copy of this notice.

OUR RESPONSIBILITIES REGARDING YOUR HEALTH INFORMATION:

We are required by law to:

- Maintain the privacy of your health information
- Make available to you this Notice of our legal duties and privacy practices with respect to the information we collect and maintain about you
- Follow the terms of the Notice that is currently in effect.

CHANGES TO THIS NOTICE:

We reserve the right to change our privacy practices as described in this notice at any time. Except when required by law, we will write and make available upon request a new notice before we make any changes in our privacy practices. The privacy practices in the most current notice will apply to information we already have about you as well as any information we receive in the future. The notice will contain an effective date.

COMPLAINTS:

If you believe that your privacy rights have been violated, you may file a complaint with DLS by contacting the DLS Compliance Department. In addition, you may file a complaint with the Secretary of the Department of Health and Human Services at the Office of Civil Rights, U.S. Department of Health and Human Services, 200 Independence Avenue, SW, Room 509F HHH Bldg., Washington, D.C. 20201. All complaints must be submitted in writing. ***We will not retaliate against you if you file a complaint.***