

# *Alamo Area*

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## M I D W I F E R Y

### NOTICE OF PRIVACY PRACTICES Effective January 1, 2009

THIS NOTICE DESCRIBES HOW YOUR MEDICAL INFORMATION MAY BE USED AND DISCLOSED (PROVIDED TO OTHERS) AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

*Alamo Area Midwifery* and its practice affiliates take great care in guarding your protected health information. This practice is legally obligated to perform the following:

- Maintain the privacy of your protected health information,
- Provide you with this notice of privacy practice in regards to your protected health information
- Abide by the terms of this notice
- Notify you if we are unable to agree to any request to restriction and/or revocation of this release
- Attempt to accommodate reasonable (at the judgment of *Alamo Area Midwifery*) requests made by you regarding your health information communicated by alternative means (ie email or phone).

The medical record of you and your newborn(s) is the physical property of *Alamo Area Midwifery* and midwife, Monica Garza-Vickery, LM, CPM for five (5) and eighteen (18) years respectively.

You are entitled to the following:

- Access and paper copy of your medical records
- To request the restriction and revocation of this release (although certain circumstances may prevent *Alamo Area Midwifery* and Monica Garza-Vickery, LM, CPM from acquiescing to this request)
- An accounting of all disclosures made of your health information
- To make requests that information within your medical record be changed. This request may also be denied.

The following describes how your information may be used and/or disclosed with in *Alamo Area Midwifery*:

- **Treatment & Care:** *Alamo Area Midwifery* may use and disclose your health information to additional licensed midwives for use in collaboration regarding your care or the care of your newborn. At least one (1) additional licensed midwife will have access to your medical record at the intrapartum period (labor & birth), as this midwife will perform duties as assistant midwife and may be involved in charting events occurring in this period. Your health information may also be shared when referring you or your newborn to additional health care providers when consultation, collaboration and/or transfer of care is necessary or required.
- **To Obtain Payment:** *Alamo Area Midwifery* may use and disclose your health information to others for purposes of receiving payment for treatment and care services that you receive. These "others" include but are not limited to insurance companies holding your health policy.
- **As Required by Law:** *Alamo Area Midwifery* may use and disclose your health information as required by law. Including but not limited to reporting to legal authorities suspected abuse, neglect and/or domestic violence as well as assisting law enforcement officials in their duty to protect and enforce.
- **Public Health:** *Alamo Area Midwifery* may use and disclose your health information in reporting certain infectious diseases and other statistics to public health authorities for purposes of disease prevention and control.
- **Business Affiliates:** *Alamo Area Midwifery* may use and disclose your information with business affiliates for purposes of account collections. All information shared will be protected as it is within the practice.
- **Communications:** *Alamo Area Midwifery* may disclose to a family member, close relative, close friend, or other person you name in regards to any relevant health information or decision-making purposes if in certain circumstances you are unavailable to take part in your care.

○ We may notify or inform the following persons of your treatment and/or condition:

- Name: \_\_\_\_\_ Phone: \_\_\_\_\_
- Name: \_\_\_\_\_ Phone: \_\_\_\_\_
- Name: \_\_\_\_\_ Phone: \_\_\_\_\_

- **Notifications:** *Alamo Area Midwifery* may contact you, via telephone, mail or e-mail, regarding appointments, treatment, care, in response to questions asked, test results, and insurance benefits information. Confidential telephone messages may be left on voicemail or answering machines.

I DO NOT authorize *Alamo Area Midwifery* to leave/send messages regarding my care.

I DO authorize *Alamo Area Midwifery* to leave/send messages regarding my care.

If, at any time, you have an issue regarding the handling or disclosure of your protected health information, please contact *Alamo Area Midwifery* at the following address and all efforts will be made to resolve any issues you may have:

**Alamo Area Midwifery**  
**14080 Nacogdoches Rd. Ste 542**  
**San Antonio, TX 78247**

If your complaint is not handled to your satisfaction, you have the right to contact the Texas Department of State Health Services.  
 1-800-942-5540 (Complaint Hotline)

In signing this form, I acknowledge that I have read and understand the information provided. I freely consent to the use and disclosure of the protected health information regarding my care and the care of my newborn as described above. I understand that I am not required to sign this authorization. I have the right to revoke this consent, in writing, to *Alamo Area Midwifery*. I understand that revocation is not retroactive in regards to any actions taken prior to revocation.

\_\_\_\_\_  
 Signature of Client or Legal Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name of Client or Legal Representative

\_\_\_\_\_  
 Relationship to Client

\_\_\_\_\_  
 Signature of Midwife

\_\_\_\_\_  
 Date

**ASSIGNMENT OF BENEFITS**

I hereby assign all medical and/or surgical benefits, to include major medical benefits to which I am entitled, including private insurance and any other health care plans to *Alamo Area Midwifery*. I hereby authorize and direct my insurance/medical plans to issue payment directly to Monica Garza-Vickery, LM, CPM of *Alamo Area Midwifery* for services rendered to myself for maternity, postpartum and newborn care. I understand that in some cases, midwifery care and out of hospital birth is not covered by some insurance policies and I understand that I am financially responsible for all fees charged, including those not covered by insurance benefits. I hereby authorize *Alamo Area Midwifery* to release all information necessary to secure payment.

\_\_\_\_\_  
 Signature of Client or Legal Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name of Client or Legal Representative

\_\_\_\_\_  
 Relationship to Client