

HIPAA

HIPAA AUTHORIZATION TO USE OR DISCLOSE PROTECTED HEALTH INFORMATION

I authorize The Law Offices of Fox, Kohler and Associates P.L.L.C., doing business as National Legal Center to receive, use and/or disclose the following protected health information, and sent to its address.

I acknowledge that my information may be used or disclosed pursuant to this authorization and may be subject to re-disclosure by the recipient and no longer be protected by the Privacy Rule 45 CFR 164.508.

The medical information being disclosed may be, but is not limited to medical and treatment records, billing records, and all other records.

Such medical information is being disclosed for the purpose of legal representation and services.

I acknowledge that I understand I have the right to revoke this authorization at any time by requesting such of the above referenced hospital or physician practice in writing, unless action has already been taken in reliance upon it, or during a contestability period under applicable law.

I understand that this authorization expires in one year, unless I revoke this authorization in writing.

Title IV of the Consumer Credit Protection Act (Public Law 90-321.82 Stat. 164)

Amended to read as follows:

TITLE IV –CREDIT REPAIR ORGANIZATIONS SEC 401.SHORT TITLE. (2)

This title may be cited as the 'Credit Repair Organization Act'

SEC. 405. DISCLOSURES. (9)

'Consumer Credit File Rights Under State and Federal Law'

(a) You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any "credit repair" company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported for 10 years.

You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee. There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud.

You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations.

You have the right to cancel your contract with any credit repair organization for any reason within 3 business days from the date you signed it.

Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur.

You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau.

If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you.

The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact:

The Public Reference
Branch Federal Trade
Commission Washington,
D.C. 20580.

(b) *Separate Statement Requirement.* The written statement required under this section shall be provided as a document which is separate from any written contract or other agreement between the credit repair organization and the consumer or any other written material provided to the consumer.

(c) *Retention of Compliance Records:*

(1) *In general:* The credit repair organization shall maintain a copy of the statement signed by the consumer acknowledging receipt of the statement.

(2) *Maintenance for 2 years:* The copy of any consumer's statement shall be maintained in the organization's files for 2 years after the date on which the statement is signed by the consumer.