

This notice of Privacy Practices describes how we may use and disclose your protected information (PHI) to carry out treatment, payment or health care operations (TPO) 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 refers to your past, present or future physical or mental health or condition and related health care services. PHI retained electronically in our computer system is called "ePHI".

We will make our best efforts to abide by the terms of this Notice of Privacy Practices. We may change the terms of our notice, at any time. The revised notice will be effective for all PHI and ePHI that we maintain at that time. The revised Notice of Privacy Practices will be posted in each office and on our website at ([www.viewmonthhealth.com](http://www.viewmonthhealth.com) and [www.primemed.net](http://www.primemed.net)). The revised Notice of Privacy Practices will also be available upon request.

### **How We May Use and Disclose Medical Information About You.**

The following categories describe different ways that we use and disclose medical information. For each category of uses or disclosures we will explain what we mean and try to give examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

**For Treatment.** We will use and disclose your protected health information to provide, coordinate, or manage your healthcare and any related services. This includes medical information about you to doctors, nurses, technologists and other office personnel who are involved in your care.

For example, the doctor treating you for a broken leg may need to know if you have diabetes because diabetes may slow the healing process. That doctor may need to tell the scheduling person about your medication which may need to be discontinued prior to your imaging procedure.

For example, 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 diagnosis and treat you.

**For Payment.** Your protected health information will be used, as needed, to obtain payment for your health care services.

For example, obtaining approval for a diagnostic procedure or outpatient service may require that your relevant protected health information be disclosed to the health plan to obtain approval for the service.

**For Health Care Operations.** We may use or disclose medical information about you for office operations. These uses and disclosures include, but are not limited to, quality assessment, employee review, licensing, and accreditation.

For example, we may use a sign-in sheet at the registration desk where you will be asked to sign your name and indicate your physician. We may also call you by name in the waiting room. We may use or disclose your protected health information as necessary to contact you to remind you of your appointment.

We may use or disclose your protected health information in the following situation without your authorization. These situations include: as Required by Law, Public Health issues as required by law, Communicable Diseases: Health Oversight: Abuse or Neglect: Food and Drug Administration requirements: Legal Proceeding: Law Enforcement: Coroners, Funeral Directors, and Organ Donation: Criminal Activity: Military Activity and National Security: Worker's Compensation: Inmates: Required Uses and Disclosure: Under the law, we must make disclosure to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance of Section 164.500.

**Other Permitted and Required Use and Disclosures** will be made only with your authorization or opportunity to object unless required by Law.

We will share your protected health information with third party "business associates" that perform various activities (e.g., billing, transcription services) for the practice. Whenever an arrangement between our office and a business associate involves the use or disclosure of your protected health information, we will have a written contract that contains terms that will protect the privacy of your protected health information.

### **SMS POLICY.**

We respect your privacy and are committed to protecting your personal information. This section details how we handle information you provide through our SMS program:

#### Use of Information

- Purpose: We use your information to send mobile messages and respond to your inquiries as necessary. This may involve sharing your information with platform providers, phone companies, and other vendors who assist in message delivery.
- Protection of Information: We do not sell, rent, loan, trade, lease, or otherwise transfer for profit any phone numbers or customer information collected through the SMS program to any third party.
- Disclosure: We may disclose your information if required by law, regulation, or governmental request, to avoid liability, or to protect our rights or property.

#### Choices and Controls

- Consent: Consent to receive automated marketing text messages is not a condition of any purchase.
- Opt-Out: You can opt out of receiving further text messages via the Messaging Service by responding to any of our text messages with the following reply: STOP.

#### Your Responsibilities

- Accurate Information: Ensure that the information you provide is accurate, complete, and truthful. Do not use a false or misleading name or a name you are not authorized to use.
- Consequences: If we believe the information provided is untrue, inaccurate, or incomplete, or if you have joined the program for ulterior motives, we may deny you access to the program and take appropriate legal actions.

This SMS Privacy Policy is strictly limited to our SMS program and does **not** affect any other privacy policies that may govern your relationship with us in other contexts.

Mobile information **will not** be shared with third parties/affiliates for marketing/promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

### **Your Rights Regarding Medical Information About You.**

You have the following rights regarding medical information we maintain about you:

**Right to Inspect and Copy.** You have the right to inspect and copy your protected health information. This means you may inspect and obtain a copy of medical and billing records and any other records that your physician and the practice uses for making decisions about you for as long as we maintain the protected health information.

Under federal law, you may not inspect or copy the following records; psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and protected health information is subject to law that prohibits access to protective health information.

Requests to inspect and copy your protected health information must be submitted in writing. We may charge a fee for the costs of copying, mailing or other supplies associated with your request. We may deny your request to inspect and copy in certain very limited circumstances.

**Right to Amend.** You have the right to have your physician amend your protected health information. If you feel that medical information we have about you is incorrect or incomplete, you may ask your physician to amend the information, if it is accurate. Requests to amend your protected health information must be submitted in writing. We may deny your request to amend your protected health information in certain very limited circumstances.

**Right to an Accounting of Disclosures.** You have a limited right to receive an accounting of all disclosures we make to other persons or entities of your medical records information except for disclosures required for treatment, payment and health care operations, disclosures that require an Authorization, disclosures incidental to another permissible use or disclosure, and otherwise as allowed by law. We will not charge you for the first accounting in any 12-month period; however, we will charge you a reasonable fee for each subsequent request for an accounting within the same 12-month period.

**Right to Request Restrictions.** You have the right to request a restriction or limitation on the medical 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 medical information we disclose about you to someone who is involved in your care like a family member or friend. For example, you could ask that we not use or disclose your protected health information regarding treatment or findings. We are 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.

The request for restriction on disclosure must be submitted in writing. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

**Right to Request Confidential Communications.** You have the right to request that we communicate with you about Medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. Your request for confidential communications must be submitted in writing. Your request must specify how or where you wish to be contacted.

**Rights Regarding Out-of-Pocket Payments.** You may also request a restriction on disclosure of protected health information to a health plan for purpose of payment or health care operations if you paid for the services out of your own pocket, in full. This does not apply to services that are covered by insurance. You are required to pay cash, in full, for the services before the restriction applies.

**Right to Request Electronic Protected Health Information (ePHI).** With respect to ePHI, we agree to give you your ePHI in the form and format requested by you, if it is readily producible in that form or format. If it is not readily producible in the form or format requested, we will give you a readable hard copy form. Any directive given to us by you to transmit ePHI must be done in writing by you, signed and clearly identify the designated person and location to send the ePHI. We will provide you access to your PHI or ePHI within thirty (30) days from the date of request.

**Right to Receive Breach Notification.** You have the right to receive notification from us if any breach of your unsecured protected health information occurs.

**Right to a Paper Copy of This Notice.** You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. The Notice of Privacy Practices will be available on our website along with any revisions. All requests related to your rights herein must be made in writing and addressed to Privacy Officer at the address noted below.

**Changes to this Notice.** We reserve the right to change this notice. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we will receive in the future. We will post a copy of the current notice in the practice and Imaging Centers. The notice will contain on the first page, in the top right-hand corner, the effective date. In addition, each time you register at the office or Imaging Centers for treatment or health care services, we will offer you a copy of the current notice in effect.

**Complaints:** If you believe your privacy rights have been violated, you may file a complaint with the Privacy Officer or with the Secretary of the Department of Health and Human Services. Information about filing complaints is available online at the government's website: <http://www.hhs.gov/ocr/hipaa>. You will not be retaliated against for filing such a complaint. This Notice of Privacy Practices shall not be construed as a contract or legally binding agreement. Any non-compliance with any provision of this Notice shall not be construed as a breach of contract, breach of confidentiality, invasion of privacy, misappropriation of name or likeness, violation of any consumer protection law, negligence or violation of any state law. By signing the Acknowledgement of Receipt of this Notice, you agree that the sole legal recourse for our non-compliance with this Notice is to file a written complaint to the Secretary of the U.S. Department of Health and Human Services, and that no complaint or cause of action may be filed in any federal or state court for breach of contract, breach of confidentiality, invasion of privacy, misappropriation of name or likeness, violation of any consumer protection law, negligence or violation of any state law, or under any tort theory.

This notice was published and becomes effective on or before April 14, 2003.