# **Notice of Privacy Practices**

COMMUNITY EYE SPECIALISTS 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. You have the right to obtain a paper copy of this Notice upon request

#### **Patient Health Information**

Under federal law, your patient health information is protected and confidential. Patient health information includes information about your symptom, test results, diagnosis, treatment, and related medical information. Your health information also includes payment, billing, and insurance information.

How We Use Your Patient Health Information We use health information about you for treatment, to obtain payment, and for health care operation, including administrative purposes and evaluation of the quality of care that you receive. Under some circumstances, we may be required to use or disclose the information even without your permission.

Examples of Treatment, Payment, and Health Care Operations

<u>Treatment</u>: We will use and disclose your health information to provide you with medical treatment or services. For example, nurses, physicians, and other members of your treatment team will records information in your record and use it to determine the most appropriate course of care. We may also disclose the information to other health care providers who are participating in your treatment, to pharmacists who are filling your prescriptions, and to family members who are helping with your care.

<u>Payment</u>: We will use and disclose your health information for payment purposes. For example, we may need to obtain authorization from your insurance company before providing certain types of treatment. We will submit bills and maintain records of payments from your health plan.

<u>Health Care Operations</u>: We will use and disclose your health information to conduct our standard internal operations including proper administration of records, evaluation of the quality of treatment, and to access the care and outcomes of your case and others like it.

### **Special Uses**

We may use your information to contact you with appointment reminders. We may also contact you to provide information about treatment alternatives or other health related benefits and services that may be of interest to you.

We may use or disclose identifiable health information about you for other reason, even without your consent. Subject to certain requirements, we are permitted to give out health information without your permission for the following purposes:

<u>Required by Law</u>: We may be required by law to report gunshot wounds, suspected abuse or neglect, or similar injuries and events.

<u>Research</u>: We may use or disclose information for approved medical research.

<u>Public Health Activities</u>: As required by law, we may disclose vital statistics, diseases, information related to recalls of dangerous products, and similar information to public health authorities.

<u>Health Oversight</u>: We may be required to disclose information to assist in investigations and audits, eligibility for government programs, and similar activities.

<u>Judicial and administrative proceedings</u>: We may disclose information in response to an appropriate subpoena or court order.

<u>Law Enforcement purposes</u>: Subject to certain restrictions we may disclose information required by law enforcement officials.

<u>Deaths</u>: We may report information regarding deaths to coroners, medical examiners, funeral directors, and organ donation agencies.

<u>Serious threat to health or safety:</u> We may use and disclose information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person

<u>Military and Special Government Functions:</u> If you are a member of the armed forces, we may release information as required by military command authorities. We may also disclose information to correctional institutions or for national security purposes.

<u>Workers Compensation:</u> We may release information about you for workers compensation or similar programs providing benefits for work related injuries or illness. In any other situation, we will ask for your written authorization before using or disclosing any identifiable health information about you. If you choose to sign an authorization to disclose information, you can later revoke that authorization to stop any future uses and disclosures.

#### **Individual Rights**

You have the following rights with regard to your health information. Please contact the person listed below to obtain the appropriate form for exercising these rights.

<u>Request Restrictions:</u> You may request restrictions on certain uses and disclosures of your health information. We are not required to

agree to such restrictions, but if we do agree, we must abide by those restrictions.

<u>Confidential Communications</u>: You may ask us to communicate with you confidentially by, for example, sending notices to a special address or not using postcards to remind you of appointments.

<u>Inspect and Obtain Copies</u>: In most cases, you have the right to look at or get a copy of your health information. There may be a small charge for the copies.

<u>Amend Information</u>: If you believe that information in your record is incorrect, or if important information is missing, you have the right to request that we correct the existing information or add the missing information.

<u>Account of Disclosures</u>: You may request a list of instances where we have disclosed health information about you for reasons other than treatment, payment, or health care operations.

### **Our Legal Duty**

We are required by law to protect and maintain the privacy of your health information, to provide this Notice about our legal duties and privacy practices regarding protected health information, and to abide by the terms of the Notice currently in effect.

#### **Changes in Privacy**

We may change our policies at any time. Before we make a significant change in our policies, we will change our Notice and post the new Notice in the waiting area and each examination room. You can also request a copy of the Notice at any time. For more information about our privacy practices, contact the person listed below.

# Complaints

If you are concerned that we have violated your privacy rights, or if you disagree with a decision we made about your records, you may contact the person listed below. You also may send a written complaint to the U.S. Department of Health and Human Services. The person listed below will provide you with the appropriate address upon request. You will not be penalized in any way for filing a complaint.

#### **Contact Person**

If you have any questions, requests, or complaints, please contact:
Dr. Gordon Wuebbolt, MD
Community Eye Care Specialists
Warren PA 16365
814-726-2303

# COMMUNITY EYE CARE SPECIALISTS • COMMUNITY OPTICAL COMMUNITY SURGERY & LASER CENTER • COMMUNITY ANESTHESIA FINANCIAL AGREEMENT

- The patient accepts full financial responsibility for all items or services, which are determined by
  insurance not to be covered including the refraction fee. Community Eye Care's agreement with health
  insurance plans relates only to items and services which are "covered" by the insurance plan.
- A new prescription for glasses may result in a \$20 charge for the test called a refraction. This is needed in order to determine your prescription. Insurance may or may not cover this test.
- Examinations for contact lenses may result in a \$55 charge. \* Prescriptions for eyewear expire after one
  year. If eyewear is desired after this time a full examination will be required and may not be covered by
  insurance.
- Payment for services is due in full at the time services are rendered.
  - A 50% down payment must be made for any glasses at the time they are ordered, with the remaining balance due at the time of pickup.
  - Services are based on medical necessity; therefore it is impossible for Community Eye Care to provide a total cost prior to evaluation.
  - Community Eye Care will check insurance as a courtesy, but this is not a guarantee that insurance will
    pay for services rendered or materials provided.
  - It is the patient's responsibility to know insurance benefits and coverage.
  - The patient is responsible for all copays, deductibles, co-insurances, and services or materials not covered by insurance.
  - o In the event it becomes necessary for Community Eye Care to enlist the services of a collection agency and / or legal assistance, the patient is responsible for any collection expenses and reasonable fees.

## Appointment Policy:

- Appointment cancellations must be made within 24 hours of the scheduled appointment time. Failure to do so may result in a fee of \$25.00.
- Surgery cancellations must be made within 48 hours of scheduled surgery. Failure to do so may result in a fee of \$100.00

# COMMUNITY EYE CARE SPECIALISTS • COMMUNITY OPTICAL COMMUNITY SURGERY & LASER CENTER • COMMUNITY ANESTHESIA EMAIL AND TEXT COMMUNICATION AGREEMENT

Community Eye Care Specialists offers patients the convenience of email or text message appointment reminders. Appointment reminders sent via email or text messaging are not secure and there is a risk the messages could be intercepted and read by someone other than the patient. Community Eye Care will not send you an electronic communication without your agreement. By initialing on the patient information sheet, you have read, understand, and agree to the Community Eye Care Communication Agreement.

- By initialing on the patient information sheet, you have read, understand, and agree to the Community Eye Care agreement. You are also authorizing e-mail and text messages from our office.
- I understand that I have the right to revoke this agreement at any time. If I want to revoke this agreement, I must complete a new patient information sheet.
- I understand that if I revoke this authorization, it will not apply to any information already released as a result of this authorization.
- I understand that this authorization is voluntary and that I may refuse to initial it.
- I also understand that the institutions or individuals named above cannot deny or refuse to provide treatment, payment, membership or eligibility for benefits if I refuse to sign this authorization.
- I understand only a minimum amount of information will be included and this agreement is for communication of information between Community Eye Care Specialists (\*and other entities as it applies) and the patient
- I understand that, once information is disclosed pursuant to this authorization, the information may no longer be protected under the HIPAA Privacy and Security Rules.
- I understand that this authorization and agree that email / text messages may include protected health information about me / the patient, whenever necessary.