

Virginia Gastroenterology Institute

Notice of Privacy Practices

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.

Effective Date: October 2019

Protecting Your Information

Virginia Gastroenterology Institute is committed to maintaining the privacy of all patient information and adheres to the requirements of the Health Insurance Portability and Accountability Act (HIPAA). The Notice of Privacy Practices explains the ways in which Virginia Gastroenterology Institute safeguards each patient's protected health information. If you have questions or comments please contact either our Privacy or Security Officer at 757-942-2566.

We respect the privacy of your personal health information and are committed to maintaining our patients' privacy and confidentiality. This Notice applies to all information and records related to your care that our Provider has received or created. We need these records to provide you with quality care and to comply with certain legal requirements. It extends to information received or created by our employees, staff, volunteers and medical director. This Notice informs you about the possible uses and disclosures of your personal health information. It also describes your rights and our obligations regarding your personal health information.

We are required by law to:

- maintain the privacy of your protected health information;
- provide to you this detailed Notice of our legal duties and privacy practices relating to your personal health information; and
- abide by the terms of the Notice that are currently in effect.

I. How Virginia Gastroenterology Institute may use & disclose health information about you

The following categories describe different ways that we use and disclose health information. Following each use or disclosure, there will be a brief description further explaining it. All of the ways we are permitted to use and disclose information will not be listed, but will fall within one of these categories.

For Treatment. We may use and disclose health information for your treatment and to provide you with treatment-related health care services. For example, we may disclose Health Information to doctors, nurses, technicians, or other personnel, including people outside our office or facility, who are involved in your medical care and need the information to provide you with medical care.

For Payment. We may use and disclose health information so that we or others may bill and receive payment from you, for the treatment and services you received.

For Health Care Operations. We may use and disclose health information about you for operations of our business. These uses and disclosures are necessary to run our business and make sure that all of our patients receive quality care, such as conducting quality assessments and improving activities, auditing functions, cost management analysis, and customer service. An example of this would be new patient survey cards.

Appointment Reminders, Treatment Alternatives and Health Related Benefits and Services. We may use and disclose health information to contact you to remind you that you have an appointment with us. We also may use and disclose health information to tell you about treatment alternatives or health-related benefits and services that may be of interest to you. We may use and disclose medical information about you by having you sign in when you arrive at our office. We may also call out your name when we are ready to see you.

Individuals Involved in Your Care or Payment for Your Care. We may share health information with a person who is involved in your medical care or payment for your care, such as your family or a close friend. We also may notify your family about your location or general condition or disclose such information to an entity assisting in a disaster relief effort. If you are able and available to agree or object, we will give you the opportunity to object prior to making these disclosures, although we may disclose this information in a disaster even over your objection if we believe it is necessary to respond to the emergency circumstances. If you are unable or unavailable to agree or object, our health professionals will use their best judgment in communication with your family and others.

Business Associates. We may disclose Health Information to our business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. All of our business associates are obligated to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

As Required By Law. We will disclose health information about you when required to do so by federal, state, or local law. This includes using or disclosing your health information to provide legally required notices of unauthorized access to or disclosure of your health information.

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, however, would only be to someone able to help prevent the threat.

Military & Veterans. If you are a member of the armed forces or separated / discharged from military services, we may release health information about you as required by military command authorities or the Department of Veterans Affairs as may be applicable. We may also release health information about foreign military personnel to the appropriate foreign military authorities.

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

Public Health Risks. We may disclose health information about you for public health activities. These activities generally include disclosures to prevent or control disease, injury or disability; to

report births or deaths; to report abuse or neglect; to report reaction to medications or problems with products; to notify people of recalls of products they may be using; to notify person or organization required to receive information on FDA-regulated product; to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and to notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect, or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Health Oversight Activities. 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 & Disputes. If you are involved in a lawsuit or a dispute, we may disclose health information about you in response to a court or administrative order. We may also disclose health information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement. We may, and are sometimes required by law, to disclose your health information to a law enforcement official for purposes such as identifying or locating a suspect, fugitive, material witness or missing person, complying with a court order, warrant, grand jury subpoena and other law enforcement purposes. We may also disclose health information about the victim of a crime, if the victim agrees to disclosure or under certain limited circumstances, we are unable to obtain the person's agreement; about a death we believe may be the result of criminal conduct; about criminal conduct at our Provider; and in emergency circumstances to report a crime; the location of a crime or victims; or the identity, description, or location of the person who committed the crime.

Coroners, Health Examiners & Funeral Directors. We may release health information to a coroner or health examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release health information about patients to funeral directors as necessary to carry out their duties.

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

Protective Services for the Patient & Others. We may disclose health information about you to authorized federal officials so they may provide protection to the Patient, other authorized persons or foreign heads of state or conduct special investigations.

Marketing and Sale of Personal Health Information. We must receive your written authorization for any disclosure of personal health information for marketing purposes or for any disclosure which is a sale of personal health information.

Change of Ownership. In the event that this Provider is sold or merged with another organization, your health information/record will become the property of the new owner, although you will maintain the right to request that copies of your health information be transferred to another Provider.

Not Otherwise Permitted. In any other situation not described above, we may not disclose your personal health information without your written authorization.

II. Your rights regarding health information about you

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

Right to Inspect and Copy: You have the right to inspect and copy health information that may be used to make decisions about your care. This includes health and billing records, but not psychotherapy notes. To inspect and copy health information that may be used to make decisions about you, you must complete a written request detailing what information you want access to, whether you want to inspect it or get a copy of it, and if you want a copy, your preferred form and format. We will provide copies in your requested form and format if it is readily producible, or we will provide you with an alternative format you find acceptable, or if we can't agree and we maintain the record in an electronic format, your choice of a readable electronic or hardcopy format. We will also send a copy to any other person you designate in writing. If you request a copy of the information, we will charge a reasonable fee for the costs of copying, mailing or other supplies and services associated with your request. We may deny your request to inspect and copy in limited circumstances. If you are denied access to health information, you may request that the denial be reviewed using the proper form.

Right to Amend: If you feel that health information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as we keep the information. You must make a request to amend in writing, and include the reasons you believe the information is inaccurate or incomplete. We are not required to change your health information, and will provide you with information about this medical business's denial and how you can disagree with the denial. If we deny your request, you may submit a written statement of your disagreement with that decision, and we may, in turn, prepare a written rebuttal. All information related to any request to amend will be maintained and disclosed in conjunction with any subsequent disclosure of the disputed information.

We may deny your request if you ask us to amend information that was not created by us, unless the person or entity that created the information is no longer available to make the amendment; is not part of the health information kept by or for our community; is not part of the information which you would be permitted to inspect and copy; or is accurate and complete.

Any amendment we make to your health information will be disclosed to those with whom we disclose information as previously specified.

Right to an Accounting of Disclosures. You have the right to request a list accounting for any disclosure of your health information we have made, except for uses and disclosures for treatment, payment, and healthcare operations, as previously described.

To request this list of disclosures in writing, you must pick up the proper form from the clinic, complete the form, and submit your request to the clinic nurse. Your request must state a time period which may not be longer than six years. We may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred. We will mail you a list of disclosures in paper form within 30 days of your request, or notify you if we are unable to supply the list within that time period and by

what date we can supply the list; but this date will not exceed a total of 60 days from the date you made the request.

Right to Request Restrictions. You have the right to request a restriction or limitation on the health 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 health information we disclose about you to someone who is involved in your care or the payment for your care, such as a family member or friend.

We are not required to agree to your request for restrictions if it is not feasible for us to ensure our compliance or believe it will negatively impact the care we may provide you. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment. To request a restriction, you must complete the form that can be attained from the clinic. The form will require the information you want to limit and to whom you want the limits to apply. The form must then be submitted to the clinic nurse.

Right to Restrict Disclosure for Services Paid by You in Full. You have the right to restrict the disclosure of your personal health information to a health plan if the personal health information pertains to health care services or items for which you or anyone other than your health plan paid in full.

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 can ask that we only contact you at work or by mail to a post office box.

To request confidential communications, you must complete the proper form that can be obtained from the clinic. We will not ask you the reason for the request and we will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

Right to Notice of Breach. You have the right to be notified if we or one of our business associates become aware of a breach of your unsecured personal health information.

Right to a Paper Copy of This Notice. You have the right to obtain a paper copy of this notice at any time.

You may also obtain a copy of this notice either from the front desk at Virginia Gastroenterology Institute and our website, or by contacting our office. If we know that the electronic message has failed to be delivered, a paper copy of this notice will be provided. Even if you have received a copy electronically, you still retain the right to receive a paper copy upon request.

III. 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 health information we already have about you as well as any information we receive in the future. We will post a copy of the current notice in our Provider. The notice will contain on each page, in the top left-hand corner, the effective date. In addition, each time you register for treatment or health care services, we will offer you a copy of the current notice in effect.

IV. Complaints

If you believe your privacy rights have been violated, you may file a complaint with us. You will not be penalized in any way for filing a complaint. To file a complaint with us, contact Andy Baker. If you are not satisfied with the manner in which this office handles a complaint, you may submit a formal complaint with the Secretary of the Department of Health and Human Services. The complaint form may be found at www.hhs.gov/ocr/privacy/hipaa/complaints/hipcomplaint.pdf. Again, you will not be penalized in any way for filing a complaint.

V. Other Uses of Health Information

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 us permission to use or disclose health information about you, you may revoke that permission, using the form obtainable from the clinic, at any time. 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.

VI. Acknowledgment of Receipt of Notice.

Upon becoming a patient of our practice we will ask you to sign an acknowledgment that you received this Notice.

Virginia Gastroenterology Institute

Receipt of Notice of Privacy Practices

Written Acknowledgment Form

I acknowledge that I have received Virginia Gastroenterology Institute's Notice of Privacy Practices, which describes the ways in which the business may use and disclose my healthcare information for its treatment, payment, healthcare operations, and other described and permitted uses and disclosures. I understand that I may contact the Privacy Officer designated on the notice if I have a question or complaint.

Name [please print]: _____

Signature: _____

Date: _____