HIPAA NOTICE OF PRIVACY PRACTICES
As required by the Privacy Regulations Promulgated Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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.

This Notice of Privacy Practices describes how we may use and disclose your protected health 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 relates to your past, present or future physical or mental health or condition and related health care services.

Uses and Disclosures of Protected Health Information: Your protected health information may be used and disclosed by our organization, our office staff and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you, to pay your health care bills, to support the operation of the organization, and any other use required by law.

Treatment: We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party. For example, we would disclose your protected health information, as necessary, to a home health agency that provides care to you. 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 diagnose or treat you.

Payment: Your protected health information will be used, as needed, to obtain payment for your health care services. For example, obtaining approval for equipment or supplies coverage may require that your relevant protected health information be disclosed to the health plan to obtain approval for coverage.

Healthcare Operations: We may use or disclose, as-needed, your protected health information in order to support the business activities of our organization. These activities include, but are not limited to, quality assessment activities, employee review activities, accreditation activities, and conducting or arranging for other business activities. For example, we may disclose your protected health information to accrediting agencies as part of an accreditation survey. We may also call you by name while you are at our facility. We may use or disclose your protected health information, as necessary, to contact you to check the status of your equipment.

We may use or disclose your protected health information in the following situations without your authorization: as Required By Law, Public Health issues as required by law, Communicable Diseases, Health Oversight, Abuse or Neglect, Food and Drug Administration requirements, Legal Proceedings, Law Enforcement, Criminal Activity, Inmates, Military Activity, National Security, and Workers' Compensation. Required Uses and Disclosures: Under the law, we must make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of Section 164.500.

Other Permitted and Required Uses and Disclosures Will Be Made Only with Your Consent, Authorization or Opportunity to Object, unless required by law.

You may revoke this authorization, at any time, in writing, except to the extent that your physician or this organization has taken an action in reliance on the use or disclosure indicated in the authorization.

Your Rights: Following is a statement of your rights with respect to your protected health information.

You have the right to inspect and copy your protected health information. Under federal law, however, 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 that is subject to law that prohibits access to protected health information.

You have the right to request a restriction of your protected health information. This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply.

Our organization is not required to agree to a restriction that you may request. If our organization believes it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. You then have the right to use another Healthcare Professional.

You have the right to request to receive confidential communications from us by alternative means or at an alternative location. You have the right to obtain a paper copy of this notice from us, upon request, even if you have agreed to accept this notice alternatively, e.g., electronically.

You may have the right to have our organization amend your protected health information. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information.

We reserve the right to change the terms of this notice and will inform you by mail of any changes. You then have the right to object or withdraw as provided in this notice.

Complaints: You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying our privacy contact of your complaint. **We will not retaliate against you for filing a complaint.**

We are required by law to maintain the privacy of, and provide individuals with, this notice of our legal duties and privacy practices with respect to protected health information, if you have any questions concerning or objections to this form, please ask to speak with Dr Hugh Sauer, Compliance Officer.

Associated companies with whom we may do business, such as an answering service or delivery service, are given only enough information to provide the necessary service to you. No medical information is provided.

We welcome your comments: Please feel free to call us if you have any questions about how we protect your privacy. Our goal is always to provide you with the highest quality services.

Financial Policy

Payments: Payment is due at the time of your exam/visit. This includes all co-pays, co-insurances, deductibles. We accept cash, checks, Visa, MasterCard, American Express, Discover, and Care Credit to accommodate your needs. Any payment that does not clear our bank will be subject to an additional $25.00 fee.

Insurance Verification: If you have insurance, we MUST be able to verify your coverage before you are examined by our doctors. The only exception to this is an ocular emergency. You must present a valid insurance card that we may copy and keep in your record. Please note, although we verify your coverage through your insurance company, verification of benefits is not a guarantee of payment from your insurance company. We do not make this rule. Rather, insurance companies regulate this, and we must comply.

Insurance Billing: We will gladly file any vision or medical claim with your insurance that we are in network with. You are responsible for all deductibles and co-pays. Your insurance policy is a contract between you and the insurance company. As medical providers, our relationship is with you and not with your insurance company. While the filing of the insurance claim is a courtesy we extend to our patients, all charges are your responsibility from the date the services are rendered. You are expected to know and follow all regulations or procedures as agreed to by you and your insurance company. Any out of pocket expenses such as deductibles, co-insurances, and co-pays must be paid at the time of service. Failure to provide correct insurance information may result in denial of your claim, and you will be held responsible for the balance.

Patients on HMO Policies: Our staff will strive to make sure that all patients on an HMO plan has a referral for their visit, however it is the patient's responsibility to insure the office has this before services are rendered. Patients on an HMO policy are required to present a referral from their Primary Care Physician at every visit to our office. We cannot bill your insurance without the referral.

Refraction Policy: It may be necessary for our office to perform a Refraction Test. While Medicare and some major insurance carriers do not cover this test, it is necessary to determine your visual acuity. This test can be used to determine your need for glasses, but it can also detect vision loss. Some of the time vision loss is slow progressing and the patient may not even notice. Therefore, a physician will check the patient's vision by refracting them. This test can also uncover other problems a patient may be unaware of. This test is charged separate from the exam because Medicare has deemed that refraction is not a "medical service." However, this is the ONLY way to detect some types of vision loss. The Office of Inspector General has deemed that not charging a patient for a service is an "inducement" to the patient, and therefore illegal, which is why we charge for this service to be done. A refraction may not be done at every visit. This varies based on the patient's diagnosis. **The fee for a refraction is $25, and due at the time of service in addition to any co-pays or deductibles.**

Statements: If there is a balance on your account after filing your claim to your insurance carrier, you will receive a statement. Payment is expected within 30 days from receiving your statement. After 120 days, if the balance is not paid, and a payment arrangement has not been set up with the office manager, the balance will be forwarded to our collections agency. The patient is responsible for any collection charges, attorney fees, court costs, and finance charges that accrue.

Vision VS. Medical Insurance

We often have patients that have both a vision plan and medical insurance. They are very different in terms of the services they cover and it's important for our patients to understand these differences.

A vision plan is designed mainly to cover determining a prescription for glasses, to help pay for glasses or contact lenses, and to cover a routine evaluation of the health of the eyes in a healthy patient that has no particular problems or symptoms. It is not equipped to deal with and does not cover medical conditions and/or treatment plans. Similarly, medical insurance is designed for when you a medical problem that affects the eyes, and it does not cover routine services or examinations for glasses, or routine vision problems such as nearsightedness, farsightedness, and astigmatism.

When a medical diagnosis or medical condition is present that affects your eyes, such as high blood pressure, high cholesterol, or diabetes, to name just a few examples, or you have an eye disease or eye problem such as an infection, dry eyes, allergies, or cataracts, again, just to name a few, often file the claim with your medical insurance. In these cases, the co-pays and deductibles for that insurance will apply. Your vision plan does not cover these kinds of problems. Our office does not make these rules, they are made by the insurance companies themselves, and we must comply with them.

There is often no way to know prior to your examination which type of insurance will be the right one to file your claim with. We make every effort to be in network with as many insurances, both medical and vision, as we can for your convenience. If we are providers for your insurance, we will file those claims for you. In the event that we do not accept your medical insurance or vision plan, we will provide you with an itemized receipt so that you may file a claim with your insurance company for reimbursement. If you have any questions, please let us know.

Acknowledgement of Receipt

I acknowledge that I have received a copy of Dr Carvell and Associates, Notice of Privacy Practices

By signing this form, you acknowledge that you read and understand the financial policy, the difference between vision and medical insurance, and the HIPAA Privacy Act of Dr. Carvell and Associates. I agree to pay for services and tests not covered by my insurance plan. I also understand that I am responsible for following my insurance plan's regulations, policies, and procedures.

<u>Please see the front desk to sign</u>

Patient/Parent Signature

A copy of these consents will be given upon request.