

## **NOTICE OF PRIVACY PRACTICES**

Effective Date of Notice: April 14, 2003

Updated September 19, 2013

**THIS NOTICE DESCRIBES HOW MEDICAL AND OPTOMETRIC INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

**THIS NOTICE APPLIES TO ALL OF THE RECORDS OF YOUR CARE GENERATED BY THE EYE CENTER (TEC) AT SOUTHERN COLLEGE OF OPTOMETRY (SCO) AND ITS AFFILIATED CLINICS.**

**NOTE: For the purpose of this Policy, The Eye Center (TEC) AT Southern College of Optometry (SCO) means TEC and all its affiliated clinics**

The Eye Center at Southern College of Optometry (SCO) provides this Notice to comply with the Privacy Regulations issued by the Department of Health and Human Services in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

We understand that your health information is personal to you, and we are committed to protecting the information about you. As our patient, we create medical records about your health and the services and/or items we provide to you as our patient. We need this record to provide for your care and to comply with certain legal requirements.

We are required by law to:

- Protect your health information and ensure that it is kept private;
- Provide you with a Notice of Privacy Practices and your legal rights with respect to protected health information about you; and
- Follow the conditions of the Notice that is currently in effect.

### **USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION**

The following categories describe different ways that we use and disclose protected health information that we have and share with others. Each category of uses or disclosures provides a general explanation and provides some examples of uses. Not every use or disclosure in a category is either listed or actually in place. The explanation is provided for your general information only.

- **Treatment.** We use health information about you to provide you treatment, services, and/or materials. We disclose health information about you to doctors, nurses, technicians, optometry interns, or other personnel who are involved in your health care. Examples of how we use or disclose information for treatment purposes are: scheduling an appointment for you; diagnostic evaluation and procedures for prevention, treatment, and/or management of your eye health; prescribing glasses, contact lenses, or eye medications and faxing or electronically transmitting the prescriptions to be filled; showing you low vision aids; referring you to another doctor or clinic for eye care, low vision aids or services; or receiving/requesting copies of your health information from another health professional that you may have seen before us. Additionally, if you receive treatment from a provider that participates in a Health Information Exchange (HIE), we will share your health information with the HIE. Other non-affiliated health providers may access your health information through these HIEs as part of your treatment.
- **Payment.** We use and disclose health information about your treatment and services to bill and collect payment from you, your insurance company, or a third party payer. Examples of how we use or disclose your health information for

payment purposes are: asking you about your health and vision plans; asking about other sources of payment; verifying benefit enrollment and/or eligibility; giving information about treatment you are going to receive to your health plan to determine insurance coverage; preparing and sending bills or claims (either paper or electronically); and collecting unpaid amounts (either ourselves or through a collection agency or attorney).

**Health Care Operations.** “Health Care Operations” mean those administrative functions that we perform in order to run our facility. Examples of how we use and/or disclose your health information for health care operations are: financial or billing audits; internal quality assurance; participation in insurance and managed care plans; defense of legal matters; business planning; and business associates and their subcontractors we have contracted with to perform the agreed upon service(s). We have a written contract with each of these business associates that contains terms requiring them and their subcontractors to protect the confidentiality and security of your protected health information. We may also share your information with other health care providers, health care clearinghouses, health information exchanges (HIEs) or health plans that have a relationship with you, when they request this information to help them with their quality assessment and improvement activities, their patient-safety activities, their population-based efforts to improve health or reduce health care costs, their protocol development, case management or care-coordination activities, their review of competence, qualifications and performance of health care professionals, their training programs, their accreditation, certification or licensing activities, or their health care fraud and abuse detection and compliance efforts. We may also share medical information about you with the other health care providers, health care clearinghouses and health plans that participate with us in "organized health care arrangements" (OHCAs) for any of the OHCAs' health care operations. OHCAs include hospitals, physician organizations, health plans, and other entities which collectively provide health care services. We may combine health information about our patients to evaluate the need for new services or treatment. We may disclose information to doctors and students for educational purposes. We may remove information that identifies you from this set of health information to protect your privacy.

**Appointment Reminders.** We may use and disclose health information to contact you to remind you of scheduled appointments, or that it is time for further care or services. This contact may be by phone, email, or in writing and may involve leaving a message on an answering machine, which could (potentially) be received or intercepted by others.

**Individuals Involved in Your Care.** We may share relevant information about your eye health care with individuals involved in your care or payment for services unless you object to such disclosures. However, your objection may not be honored to avoid payment for services. If you have given someone medical power of attorney or if someone is your legal guardian, that individual can exercise your rights and make choices about your health information. We will make sure the individual has this authority and can act for you before we take any share any information.

**Marketing.** Provided we do not receive any payment for making these communications, we may contact you to give you information about products or services related to your treatment, management or care coordination, or to direct or recommend other treatments, therapies, health care providers or settings of care that may be of interest to you. We may similarly describe products or services provided by us and tell you which health plans we participate in. We may also encourage you to maintain a healthy lifestyle and get recommended tests, participate in a disease management program, provide you with small gifts, tell you about government sponsored health programs or encourage you to purchase a product or service when we see you, for which we may be paid. Finally, we may receive compensation which covers our cost of reminding you to take and refill your medication, or otherwise communicate about a drug or biologic that is currently prescribed for you. We will not otherwise use or disclose your medical information for marketing purposes or accept any payment for other marketing communications without your prior written authorization. The authorization will disclose whether we receive any compensation for any marketing activity you authorize, and we will stop any future marketing activity to the extent you revoke that authorization.

**Disaster Relief Efforts.** In the event of a disaster, your information may be disclosed to an entity assisting in the disaster relief efforts, i.e. Red Cross.

## **USES AND DISCLOSURES FOR WHICH YOU MAY OPT-OUT**

- **Email Communication:** We may use your email address to contact you for general communications, i.e., appointment reminders, patient satisfaction surveys, spectacle and contact lenses orders, etc...
- **Other Communication for the Purpose of:**
  - Health-Related Benefits, Services, & Materials
  - Appointments
  - Patient Satisfaction Surveys
  - Treatment Alternatives
  - Fund Raising
  - Health Screenings

## **USES AND DISCLOSURES FOR OTHER REASONS WITHOUT PERMISSION**

In some limited situations, the law allows or requires us to disclose your health information without your permission. Not all of these situations will apply to our facility or to you; some may never present to our facility. Such uses or disclosures are:

- When State or Federal law mandates disclosure;
- For public health purposes to prevent the spread of contagious disease, serious threat to public health or safety; for public health research or health care operations; and notices to/from the Federal Food & Drug Administration regarding medications or medical devices;
- Disclosures regarding suspected victims of abuse, neglect or domestic violence;
- Disclosures for regulatory oversight by licensing boards, Medicare/Medicaid audits; or for investigation of possible health care fraud;
- Disclosures for judicial and administrative proceedings (i.e. subpoenas or court orders);
- Disclosures for law enforcement purposes; to provide information about a crime; or to report a crime;
- Disclosure to a medical examiner; funeral directors or organizations that handle organ/tissue donations;
- Uses/disclosures for health related research;
- Uses/disclosures relating to worker's compensation programs;
- Incidental disclosures that are an unavoidable by-product of permitted use/disclosure;
- Disclosures to business associates and their subcontractors who perform health care operations for us and who commit to respect the privacy and security of your health care information;
- **Breach Notification.** In the case of a breach of unsecured protected health information, we will notify you as required by law. If you have provided us with a current e-mail address, we may use e-mail to communicate information related to the breach. In some circumstances our business associate may provide the notification. We may also provide notification by other methods as appropriate.

## **OTHER USES AND DISCLOSURES**

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, unless those uses can be reasonably inferred from the intended uses above. If you have provided us with your permission to use or disclose health information about you, you may revoke that permission, in writing, 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 care that we provided to you.

## PATIENT RIGHTS

THIS SECTION DESCRIBES YOUR RIGHTS AND THE OBLIGATIONS OF THE EYE CENTER AT SOUTHERN COLLEGE OF OPTOMETRY REGARDING THE USE AND DISCLOSURE OF YOUR HEALTH INFORMATION.

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

- **Right to Inspect and Receive a Copy.** You have the right to inspect and receive a copy of your health information that may be used to make decisions about your care. This includes your own medical and billing records. Upon proof of an appropriate legal relationship, records of others to you or under your care (guardian or custodial) may also be disclosed.

To inspect and receive a copy of your medical record, you must submit your request on a HIPAA compliant authorization form to The Eye Center at SCO. You may pick up this form at The Eye Center or print it from the website at [http://tec.sco.edu/patients/Documents/GC-120A\\_Notice\\_of\\_Privacy\\_Practices.pdf](http://tec.sco.edu/patients/Documents/GC-120A_Notice_of_Privacy_Practices.pdf). We can also email, mail, or fax this form to you. We will respond to the request within 10 business days. By law, we may have one 30-day extension of the time for us to give you access or photocopies if we send you written notice of the needed extension. 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. If we cannot agree and we maintain the requested information in an electronic format, it is your choice of a readable electronic or hardcopy format. We will also send a copy to any other person you designate in writing. We have the right to 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. If we deny your request, we will send you a written explanation, and instructions about how to get an impartial review of our denial if one is legally available.

- **Right to Amend.** If you feel that the health information we have about you in your record is incorrect or incomplete, then you may ask us to amend the information, following the procedure below. You have the right to request an amendment for as long as The Eye Center at SCO maintains your medical record.

To request an amendment, your request must be submitted in writing, along with your intended amendment and a reason that supports your request to amend. The amendment must be dated, signed by you, and notarized. If we agree, will amend the information within 60 days of the written request. We will send the corrected information to persons who we know have the wrong information and others that you specify.

We may deny your request for an amendment if it is not in writing or does not include a reason that supports the request. In addition, 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 The Eye Center at SCO provider;
- Is not part of the information which you would be permitted to inspect and copy; or
- Is inaccurate and incomplete.

If we deny your request for an amendment, you can write a statement of your position and we will include it with your health information along with any rebuttal statement that we feel necessary. We will not amend health information falsely. By law, we can have one 30-day extension of time to consider a request for amendment if we notify you in writing of the extension.

- **Right to an Accounting of Disclosures.** You have the right to request an accounting of disclosures. This is a list of certain disclosures we release of your health information for purposes other than treatment, payment, or health care operations where an authorization was not required.

You must submit your request in writing to the privacy officer at The Eye Center at SCO. Your request must state a time period not longer than six (6) years prior to your last visit with us and may not include dates before April 14, 2003. You are entitled to one such list per year at no charge. Additional list requests per year will require payment in advance. We will respond to your request within 60 days of receiving written notice. By law, we can have one 30-day extension of time if we notify you of the extension in writing.

- **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 restriction or limitation on the health information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. For example, you could ask that we not use or disclose information about a particular treatment you received. You have the right to request that we do not file your visit to your health plan **IF** you pay out-of-pocket for the full cost of the visit. We cannot unbundle services, you must pay for the entire bundle of services. If you fail to pay for your visit in full at the time of service, we have the right to file the claim to your health plan.

To request restrictions, submit a written request to the Privacy Officer at The Eye Center at SCO. **We do not have 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.

- **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 may ask that we contact you at work instead of your home. Our facility will grant reasonable requests for confidential communications at alternative locations and/or via alternative means only if the request is submitted in writing to the Privacy Officer. The written request must include a mailing address where you will receive bills for services rendered by our facility and related correspondence regarding payment for services. We reserve the right to contact you by other means and at other locations if you fail to respond to any communication from us that requires a response. We will notify you in accordance with your original request prior to attempting to contact you by other means or at another location.
- **Right to a Paper or Electronic Copy of This Notice.** You have a right to a paper copy of this notice. You may ask us to give you a copy at any time. You may also view or print a copy of the Notice on our website at [www.sco.edu](http://www.sco.edu).

## **CHANGES TO THIS NOTICE**

We reserve the right to change this notice at any time, as allowed by law. We reserve the right to make the revised or changed notice effective for information we already have about you as well as any information may receive from you in the future. We will post a copy of the current notice, including the effective date, in The Eye Center at SCO, on our website, and have copies available to you.

## **COMPLAINTS**

If you believe your privacy rights have been violated, you may file a complaint in writing to the Privacy Officer at The Eye Center at Southern College of Optometry or to the Secretary of the Department of Health and Human Services. All complaints shall be investigated, without repercussion to you.

**You will not be penalized for filing a complaint.**

**THE EYE CENTER AT SOUTHERN COLLEGE OF OPTOMETRY**  
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**(901) 722-3250**

**Kim Branscomb, RHIA**  
**Privacy Officer:**  
**(901) 722-3222**