

Notice of Privacy Practices

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IN COMPLIANCE WITH THE FEDERAL REGULATIONS OF HIPAA'S PRIVACY RULE, THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN OBTAIN ACCESS TO IT

We respect our legal obligation to keep health information, that may identify you, private. We are obligated by law to provide you with notice of our privacy practices. This notice describes how we protect your health information and your rights.

1. TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS

The most common reasons we would use or disclose your health information is for treatment, payment, or business operations. We routinely use and disclose your medical information within the office on a daily basis. We do not need specific permission to use or disclose your medical information in the following matters, although you have the right to request that we do not.

Examples of how we may use or disclose health information for treatment purposes may include:

- Scheduling or rescheduling appointments; reminding you about your upcoming appointments; notifying you that your ophthalmic goods are ready; sending you postcards or letters; and reminding you it is time for continued care. These types of notifications may include leaving messages with those at your home or office who may answer the phone, leaving voicemails on answering machines, sending emails, and text messages to the phone numbers and emails that you have provided to us.
- Calling your name, or part of your full name, out in a reception room environment.
- Prescribing glasses, contact lenses, or medications as well as relaying this information to suppliers and our business associates, by phone, fax or other electronic means including initial prescriptions and requests from suppliers for refills.
- Referring you to another doctor for care not provided by this office.
- Obtaining copies of health information from doctors you have seen before us.
- Discussing your care with you directly or with family or friends you have inferred or agreed may listen to information about your health.
- At your request, we can provide you with a copy of your medical records via email transmission.

Examples of how we may use or disclose health information for payment purposes may include:

- Asking you about your vision or medical insurance plans or other sources of payment.
- Preparing and sending bills to your insurance provider or to you.
- Providing any information required by third party payors in order to insure payment for services rendered to you.
- Sending notices of payment due on your account to the person designated as responsible party or head of household on your account, with fee explanations that may include procedures performed and for what diagnosis.
- Collecting unpaid balances either through our office or through a collection agency, attorney, or district attorney's office.
- At the patient's request, we may not disclose health care information that you have paid for out of pocket. This only applies to those encounters related to the care you want restricted.

Examples of how we may use or disclose health information for business operations may include:

Financial or billing audits; internal quality assurance programs; participation in managed care plans; defense of legal matters; business planning; certain research functions; informing you of products or services offered by our office; compliance with local, state, or federal government agencies request for information; oversight activities such as licensing of our doctors; Medicare or Medicaid audits; providing information regarding your vision status to the Department of Public Safety, a school nurse, or agency qualifying for disability status.

2. USES AND DISCLOSURES FOR OTHER REASONS NOT NEEDING PERMISSION

In some other limited situations, the law allows us to use or disclose your medical information without your specific permission. Most of these situations may never apply to you, but you should still be aware of them in case they do apply.

- When a state or federal law mandates that certain health information be reported for a specific purpose
- For public health reasons, such as reporting of a contagious disease, investigations or surveillance, and notices to and from the federal Food and Drug Administration regarding drugs or medical devices
- Disclosures to government or law authorities about victims of suspected abuse, neglect, domestic violence, or when someone is or suspected to be a victim of a crime
- Disclosures for judicial and administrative proceedings, such as in response to subpoenas or orders of courts or administrative hearings
- Disclosures to a medical examiner to identify a deceased person or determine cause of death or to funeral directors to aid in burial
- Disclosures to organizations that handle organ or tissue donations
- Uses or disclosures for health related research
- Uses or disclosures to prevent a serious threat to health or safety of an individual or individuals
- Uses or disclosures to aid military purposes or lawful national intelligence activities
- Disclosures of de-identified information
- Disclosures related to a workman's compensation claim
- Disclosures of a "limited data set" for research, public health, or health care operations
- Incidental disclosures that are an unavoidable by-product of permitted uses and disclosures

- Disclosure of information needed to complete a school related vision screening form, information to the Department of Public Safety, information related to certification for occupational or recreational licenses such as pilots license.
- Disclosures to business associates who perform health care operations for Family Vision Center and who commit to respect the privacy of your information. We also require any business associate to require any sub-contractor to comply with our privacy policies.
- Unless you object, disclosure of relevant information about your health to family members or friends who are helping you with your care, or by their allowed presence, cause us to assume you approve of their exposure to your health information.

3. USES OR DISCLOSURES TO PATIENT REPRESENTATIVES

It is the policy of Family Vision Center for our staff to take phone calls from individuals on a patient's behalf requesting information about making or changing an appointment; the status of eyeglasses, contact lenses, or other optical goods ordered by or for the patient. Family Vision Center staff will also assist individuals on a patient's behalf in the delivery of eyeglasses, contact lenses, or other optical goods. During a telephone call or in person contact, every effort will be made to limit the encounter to only the specifics needed to complete the transaction required. No information about the patient's vision or health status may be disclosed without proper patient consent. Family Vision Center staff and doctors will also infer that if you allow another person in an examination room, treatment room, dispensary, or any business area within the office to accompany you while testing is performed or discussions held about your vision or health care or your account, you willfully consent to the presence of that individual.

4. OTHER USES AND DISCLOSURES

We will not make any other uses or disclosures of your health information unless you sign a written *Authorization for Release of Identifying Health Information*. The content of this authorization is determined by federal law. The request for signing an authorization may be initiated by Family Vision Center or by you as the patient. We will comply with your request if it is applicable to the federal policies regarding authorizations. If we ask you to sign an authorization, you may decline to do so. If you do not sign the authorization, we may not use or disclose the information we intended to use. If you do elect to sign the authorization, you may revoke it at any time. Revocation requests must be made in writing to the Privacy Officer named at the beginning of this Notice.

5. YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

The law gives you many rights regarding your personal health information. You may ask us to restrict our uses and disclosures for purposes of treatment (except in emergency care), payment, or business operations. This request must be made in writing to Privacy Officer named at the beginning of this Notice. We do not have to agree to your request, but if we agree, we must honor the restrictions you ask for.

You may ask us to communicate with you in a confidential manner. Examples might be only contacting you by telephone at your home or using a special email address. We will accommodate these requests if they are reasonable and if you agree to pay any additional cost, if any, incurred in accommodating your request. Requests for special communication requests must be made in writing to the Privacy Officer named at the beginning of this Notice.

You may ask to view or obtain a copy of your health information. There are limited situations in which we may refuse your access to your health information. In majority of cases we are happy to provide you with the opportunity to either view or obtain a copy of your medical information upon your request. All requests to view or obtain a copy of medical information must be made in writing to the Privacy Officer named at the beginning of this Notice. While we typically respond to these requests in 1-2 business days, by law we have fifteen (15) days to respond to your request. We may request an additional thirty (30) day extension in certain situations.

Health care information that you request a copy of may be delivered to you in electronic format. The e-formats that Family Vision Center has approved as secure and that protect the integrity of your health care information include: secure email, an authorized Electronic Health Information system and storage media supplied by Family Vision Center.

You may ask us to amend or change your health care information if you think it is incorrect or incomplete. If we agree, we will make the amendment to your medical record within thirty (30) days of your written request for change sent to the Privacy Officer named at the beginning of this Notice. We will then send the corrected information to you or any other individual you feel needs a copy of the corrected information. If we do not agree, you will be notified in writing of our decision. You may then write a statement of your position and we will include it in your medical record along with any rebuttal statement we may wish to include.

You may request a list of any non-routine disclosures of your health information that we might have made within the past six (6) years (or a shorter period if you wish). Routine disclosures would include those used your treatment, payment, and business operations of Family Vision Center. These routine disclosures will not be included in your list of disclosures. You are entitled to one such list per year without charge. If you want more frequent lists, you must pay for them in advance at a fee of \$25.00 per list. We will usually respond to your written request (made to the Privacy Officer named at the beginning of this Notice) within thirty (30) days but we are allowed one thirty (30) day extension if we need the time to complete your request.

You may obtain additional copies of this Notice of Privacy Practices from our business office or online at our website address shown at the beginning of this Notice.

6. CHANGING OUR NOTICE OF PRIVACY PRACTICES

By law, we must abide by the terms of this Notice of Privacy Practices until we choose to substantially change the Notice. We reserve the right to change this Notice at any time. If we change this Notice, the new privacy practices will apply to your existing health information as well as any additional information generated in the future. If we change this Notice, we will post a new Notice in our office and on our website.

7. COMPLAINTS

If you think that anyone at Family Vision Center has not respected the privacy of your health information, you are free to submit a complaint to the Privacy Officer named at the beginning of this Notice. We will carefully review your complaint and do our best to resolve any concern you may have in writing. If we cannot resolve your concern at this level, you may also file a complaint with the U.S. Department of Health and Human Services, Office of Civil Rights or the state Attorney General's Office. Family Vision Center will not retaliate against you if you make such a complaint.

Notice of Office Policies

This notice describes how our office operates. Please read this notice carefully so that you are aware of what is expected from you, and you understand what to expect from your treatment at our optometry practice and our optical dispensary. Any exceptions to these policies are at the discretion of management.

1. PAYMENT FOR PROFESSIONAL SERVICES AND OPTICAL PRODUCTS

- a. **Optometry Services:** Full payment is due at the time of service. Copays are due at the time of service.
- b. **Optical Dispensary:** Full payment is due at the time of placing an order for all custom glasses and contact lenses. Free shipping to your home is included with all annual contact lens orders. Designated family members may pick up your order from our office with your permission.
- c. **Health Insurance and Vision Benefit Plan Coverage Information:** We are happy to answer any questions about in-network health insurance coverage to the best of our ability; however, we don't always have access or the resources to obtain your individual coverage information. We encourage you to contact your insurance company and obtain details about your vision coverage. Our staff cannot contact any out-of-network insurance providers on your behalf. If your health insurance denies payment for services that you received at our office, it is your responsibility to pay the remaining balance.
- d. **Outstanding Balances:** All balances must be paid in full before additional appointments can be scheduled with the optometrist.
- e. **Balances Over 90 Days:** Any remaining balance on your account over 90 days past due will incur a finance charge of 1.5%. Balances over 180 days past due are subject to collections. Patient is responsible for all late fees, financing charges, collection and legal fees associated with past due balances.
- f. **Forms of Payment:** We accept all major credit cards, cash, or check, as forms of payment. Personal checks that are returned for non-sufficient funds will incur a \$50 processing fee.
- g. **Out-Of-Network Insurance Reimbursements:** Dr. Vadim Guy is an out-of-network provider with certain insurance providers. This doesn't mean that you cannot receive services at our office, it just means that you have to pay out-of-pocket at the time of service. You may be eligible to submit your out-of-pocket expenses to your insurance company. An itemized receipt will be offered to you for your records and reimbursements.
- h. **Requesting Prescriptions and Pupillary Distance:** Our office adheres to New York State health regulations for optometry and ophthalmic dispensing. You may request your prescription after your comprehensive eye exam is completed. You also have the option to obtain your pupillary distance (PD) measurement for an additional service fee of \$25.

2. SCHEDULING APPOINTMENTS

- a. **Rescheduling or Cancelling Appointments:** Please notify our office at least 24-hours in advance if you wish to reschedule or cancel your appointment.
- b. **Same Day Cancellations and Missed Appointments:** We will not charge a fee the first time you make a same day cancellation or miss an appointment without notifying us. We will charge a \$50 fee the second time you make a same day cancellation or miss an appointment without notifying us. In order to schedule any future appointments all fees and account balances must be paid.

3. OPTICAL PRODUCTS GUARANTEE

- a. **Satisfaction Guarantee:** Our goal is to make sure that you are completely satisfied with your purchase; therefore, we will do everything we can to make sure that the glasses or contact lenses you purchase at our office function as prescribed. If you are dissatisfied with the performance of your glasses or contact lenses please contact us immediately so that we can investigate your concern and find a solution.
- b. **Our Frames and Lenses:** We are proud to offer high quality designer frames and the world's leading lenses from Essilor. When you purchase a complete pair of glasses from us you receive a great product that is custom fitted to your prescription specifications and comfort. As an authorized retailer, we stand behind our frames and lenses. You can have peace of mind knowing that your prescription is accurate, and your purchase is backed by a 2-year warranty against manufacturer's defects on frames and lenses. Our premium anti-reflective lens coating comes with a 2-year scratch warranty. If our doctor needs to adjust your prescription, within 3-months of your original exam date, we will remake the lenses at no charge. You also receive complimentary adjustments and minor repairs for the lifetime of your glasses. Plus, if your glasses are broken beyond repair, within 1 year of original purchase, we may be able to replace them for only 50% of the retail cost. See our optician for more details about our warranty.
- c. **Refunds and Exchanges:** Prescription glasses and contact lenses are custom ordered to your specifications and measurements; therefore, all sales are final. If you purchased your contact lenses here and your prescription changes within 14 months of your original purchase, we may be able to exchange unopened/undamaged boxes of contact lenses for your new prescription. If our doctor needs to adjust your prescription, within 3-months of your original exam date, we will remake the lenses at no charge.

4. GLASSES PURCHASED ELSEWHERE

- a. **Service for Glasses:** We may be able to perform minor repairs and adjustments on glasses that you purchased elsewhere. This is subject to the condition and quality of the glasses. A one-time service is \$10 and includes a frame adjustment, replacement nose pads and missing screws. We also offer a 2-year service package for new glasses purchased elsewhere that includes prescription verification, adjustments and minor repairs. Please see the optician for more information.