

## Wear Eyewear Notice of Privacy Practices

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**This Notice Describes how Health Information About You May Be Used  
And  
Disclosed And How You Can Get Access To This Information**

**Please Review It Carefully  
The Privacy Of Your Health Information Is Important To Us.**

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### **Our Legal Duty**

We are required by applicable federal and state law to maintain the privacy of your health information. We are also required to give you this Notice about our privacy practices, our legal duties, and your rights concerning your health information. We must follow the privacy practices that are described in this Notice while it is in effect. This Notice takes effect April 14, 2003, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and, terms of this Notice at any time provided such changes are permitted by applicable state law. We reserve the right to make the changes in our privacy practices and the new terms of our Notice effective for all health information that we maintain, including health information we created or received before we made the changes. In the event we make material change in our privacy practices, we will change this notice and provide it to you.

You may request a copy of our notice at any time. For more information about our privacy practices, or additional copies of this Notice, please contact us using the information provided at the end of this Notice.

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### **Disclaimer**

Wear Eyewear has decided to use a joint Notice of Privacy Practices and a joint Acknowledgement Form with independent physicians who are not employed by Wear Eyewear. The use of this joint Notice and Acknowledgement form rather than the use of separate notices and forms is being done only for the patient's convenience and to improve the access to the patient's health information by the patient's physician. Independent physicians are and remain independent contractors and are not agents, servants, or employees of Wear Eyewear and are solely responsible for their judgement and (medical) conduct in treating and providing professional services to their patients and for their compliance with state and federal privacy laws. Nothing in this privacy notice imply, infer, or create any agency or employment relationship between any independent physician and Wear Eyewear either actual or implied (nor is it intended to create reliance on the part of the patient); nor is this privacy notice intended to alter or limit any other consents for treatment or procedures the patient may sign during the time the patient is provided care at this facility.

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### **Use and Disclosure of Health Information**

We use and disclose information about you for treatment, payment, and healthcare operations. For example:

**Treatment:** We may use or disclose your information to an optician, ophthalmologist or other healthcare provider providing treatment to you for: (a) the provision, coordination, or management of health care and related services by health care providers; (b) consultation between health care providers relating to a patient; (c) the referral of a patient for health care from one health care provider to another; or (d) recall information.

**Payment:** We may use and disclose information to obtain payment for services provided to you. This may include; (a) billing and collection activities and related data processing; (b) actions by a health plan or insurer to obtain premiums or to determine or fulfil its responsibilities for coverage and provision of benefits under its health plan insurance agreement, determination of eligibility or coverage, adjudication or subrogation of health benefit claims; (c) medical necessity or appropriateness of care reviews, utilization of review activities, and (d) disclosure to consumer report agencies of information relating to collection of premiums or reimbursement.

**Healthcare Operations:** We may use and disclose your information in connection with our healthcare operations. Healthcare operations include things such as quality assessment and improvement activities, reviewing the competence or qualifications of healthcare professionals, evaluating practitioner and provider performance, conducting training programs, accreditation, certification, licensing and credentialing activities.

**Your Authorization:** In addition to our use of your healthcare information for treatment, payment, or healthcare operations, you may give us written authorization to use your health information or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect. Unless you give us written authorization, we cannot use or disclose your health information for any reason except those described in this Notice.

**Marketing Health Products or Services:** We will not use your health information for marketing communications without your prior authorization. We may provide you with information regarding products or services that we offer related to your health care needs. We will never sell your health information without your prior authorization.

**To You, Your Family and Friends:** We must disclose your health information to you, as described in the Patient Rights section of this Notice. We may disclose your health information to a family member, friend or other person to the extent necessary to help with

your healthcare or payment for you healthcare, but only if you agree that we may do so or, if you are not able to agree, if it is necessary in our professional judgement.

**Persons Involved in Care:** We may use or disclose your health information to notify, or assist in the notification of (including identifying or locating) a family member, you personal representative or another person responsible for your care, of your location, your general condition, or death. If you are present, then prior to use or disclosure of your health information, we will provide you with an opportunity to object to such uses or disclosures. In the event of your incapacity or emergency circumstances, we will disclose health information based on a determination using our professional judgement disclosing only health information that is directly relevant to the person's involvement in your healthcare. We will also use our professional judgement or experience with common practice to make reasonable inferences of your best interest in allowing a person to pick up filled prescriptions, medical supplies, x-rays, or other similar forms of health information.

**Required by Law:** We may use or disclose your health information when we are required to do so by law, including judicial and administrative proceedings.

**Abuse or Neglect:** We may disclose your health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes. We may disclose your health information to the extent necessary to avert a serious threat to your health or safety or the health or safety of others.

**National Security:** We may disclose to military authorities the health information of Armed Forces personnel under certain circumstances. We may disclose to authorized federal officials health information required for lawful intelligence, counterintelligence, and other national security activities. We may disclose to correctional institution or law enforcement official having lawful custody of protected health information of inmate or patient under certain circumstances.

**Appointment Reminders and Treatment Alternatives:** We may use or disclose your health information to provide you with appointment reminders (such as voicemail messages, postcards, or letters) or information about treatment alternatives or other health-related benefits and services that may be of interest to you.

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## Patient Rights

**Access:** You have the right to review or get copies of your health information, with limited exceptions. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practicably do so. You must make a request in writing to obtain access to your health information. You may obtain a form to request access to by using the contact information listed at the end of this Notice. If you request an alternative format, we will cost a charge-based fee for providing you health information in that format. If you prefer we will prepare a summary or an explanation of your health information for a fee. Contact us using the information listed at the end of this Notice for a full explanation of our fee structure.

**Disclosure Accounting:** You have a right to receive a list of instances in which we or our business associates disclosed your health information for purposes, other than treatment, payment, healthcare operations, where you have provided an authorization and certain other activities, for the last 6 years, but not for disclosure made prior to April 14, 2003. If you request this accounting more than once in a 12-month period, we may charge you a reasonable cost –based fee for responding to these additional request.

**Restrictions:** You have the right to request that we place additional restrictions on our use or disclosure of your health information. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency).

**Alternative Communication:** You have the right to request in writing that we communicate with you about your health information by alternative means or to alternative locations. Your request must specify the alternative means or location, and provide satisfactory explanation how payments will be handled under the alternative means or location you request.

**Amendment:** You have the right to request that we amend your health information. Your request must be in writing, and it must explain why we the information must be amended. We may deny your request under certain circumstances.

**Electronic notice:** If you receive this Notice on our Web site or by electronic mail (e-mail), you are entitled to receive this Notice in written form.

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## Questions and Complaints

If you want more information on our privacy practices or have questions or concerns, please contact us.

If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your health information or in a response to a request you made to amend or restrict the use or disclosure of your health information or have us communicate with you by alternative means or at alternative locations, you may complain to us using the contact information listed at the end of this Notice. You also may submit a written complaint to the U.S Department of Health and Human Services. We will provide you with an address to file your complaint with the U.S. Department of Health and Human Services upon request.

We support your right to the privacy of your health information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Contact Person: Greg Winjum  
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