



**GRACE FAMILY HEALTH, INC. dba**  
**Murrieta Express Care**  
**24910 Las Brisas Rd, Suite 105 & 116**  
**Murrieta CA 92562**  
**951-231-1385**

## Welcome to Grace Family Health, Inc.

### **1. We offer a variety of services:**

- |  |            |                |
|--|------------|----------------|
| A. <b>Primary Care (PCP)</b> – all ages including pediatrics and gynecology                | Suite 105  | 951-231-1385   |
| B. <b>Urgent Care</b> (Murrieta Express Care) – with x-ray and lab on site                 | Suite 116  | 951-667-7780   |
| C. <b>Nutritional Education</b> – with body composition analysis                           | Suite 106  | 951-231-1385   |
| D. <b>Nutraceutical / Skin Care Store</b> – Professional grade products                    | All Suites |                |
| E. <b>Aesthetics</b> (Ageless Grace) – laser, Botox, fillers, miraDry, DermaPen, Trusculpt | Suite 106  | 877-21-AGELESS |

### **Currently contracted with PPO, Medicare, and Tricare plans:**

- |   |           |
|---|-----------|
| A. <b>Allergy skin testing and Sublingual Immunotherapy</b>                   | Suite 105 |
| B. <b>Radiology:</b>  |           |
| <b>Ultrasound</b> by appointment only   | Suite 105 |
| <b>X-Ray</b> – walk in OK   | Suite 116 |
| C. <b>Laboratory – West Pacific</b> , not affiliated with Grace Family Health | Suite 116 |

- 2. Appointments:** As a courtesy please call us to cancel appointments at least 24 hours in advance. All appointments not cancelled within 24 hours will result in a \$50 charge. Patients with a history of 3 appointments with less than 24 hour notice, 3 no shows or a combination of both will be seen on a walk-in basis only.

### **3. Copays, Deductibles, Pre-Payments, EOBs and Balances Due**

Payment is required for each office visit including follow-up, re-checks, and telephone consultation appointments, if offered and scheduled, with physician, physician's assistant or nurse practitioner.

- Co-payments must be paid at the time of check-in
- If we determine you have an unmet deductible you must pay an estimated deductible deposit of \$95. We will bill your insurance and if there is a balance due you will receive a statement. If there is an overpayment on your account, we will refund you via check or credit card.
- Alternatively, you may sign a card on file agreement where your credit card info is securely stored within our EHR. Once we receive an EOB from your insurance company we will charge the charge on file any amount due.
- If you have an unpaid balance from prior visits, we require that you pay this balance in full prior to any further services are rendered.

#### 4. Physical Exam (Preventative) vs. Problem Visit

With Insurance	Physical/Preventive	Non-Preventive Visits	Nurse Visits
What it's for	Review of risk factors/history Physical exam Routine screening tests	Address acute or chronic illnesses, signs, symptoms Order diagnostic tests Prescribe medications Discuss abnormal results	Vaccine injections Urine dip for poss UTI Blood pressure recheck Forms/Insurance papers
Is Copay required?	No copay if – only preventive Yes applicable if refills are needed, discover or treat new or chronic problems, symptoms, or findings	Yes – depending on insurance *If urgent care visit – collect urgent care level copay (sometimes higher) If primary care appointment – collect regular office co pay	No, unless the test is positive, then the visit is converted to a same day appt to see a provider for treatment
Have you met your deductible?	Not Applicable – usually preventive visits do not apply to deductible.	If Yes: only collect co pay If No: at check in front desk will collect a \$95 deposit which will be applied to your deductible. If insurance pays, we will refund you.	If Yes: no copay needed If No: we will collect the cash rate for tests or injections and will issue refund if your insurance pays.

**5. Insurance Benefit Assignment:** I hereby assign all medical and/or surgical benefits, to include major medical benefits to which I am entitled, Medicare, private insurance and other health plans to Grace Family Health, Inc. dba Murrieta Express Care. I hereby authorize my insurance benefits to be paid directly to Grace Family Health, Inc.

I hereby instruct and direct my insurance company to pay by check or electronic funds transfer, made payable to Grace Family Health, Inc. and mailed to: 24910 Las Brisas Rd, Suite 105, Murrieta CA 92562; or address on the statements or envelope provided by our billing service company.

This assignment will remain in effect until revoked by me in writing. A photocopy of this assignment is to be considered as valid as the original. I hereby authorize said assignee to release all information necessary transmittal, electronically via the internet, or hard copy.

**6. Accurate and Current Information:** All patients must provide accurate and complete personal and insurance information including a current picture ID or driver's license, so we can properly identify you as the insured individual. In the event that we are unable to collect from insurance in a timely manner due to your error or lack of cooperation, you will be responsible for the entire billed charges.

**7. Limitations of Health Plan Benefits/Coverage:** I understand that I am personally liable to pay for billed services which my insurance company or managed care company will not cover if they deny the claim and say that an office visit, procedure or pathology etc., is "not medically necessary", "preexisting", "third party liabilities such as car accidents or work-related injuries" or for any other reason they give for non-payment.

I also understand that what my carrier considers "not medically necessary" may, on the contrary, be considered medically necessary by physicians and providers in this office. If laboratory, radiological, or other tests, or medications are not covered, or denied by the utilization committee of the health plan administrators or their

policies, patients have the option to choose to pay for these services outside of covered benefits or pursue an appeal as an insured/enrollee directly with the health plan/insurance companies. This office will cooperate with supplying clinical notes and codes necessary for the process of the appeal, but it is not the medical office's duty to pursue and engage in dispute with written policies or limitations of coverage that patients have already agreed to at the time of selecting the policies that fit the family budget or that are offered by the patient's employer.

Therefore, I agree to hold all officers, owners, and associates of Grace Family Health, Inc. dba Murrieta Express Care harmless for any medical decisions made by my insurance company or managed care organizations, which may in any way compromise my best care and results in medical damage, loss or death.

**8. Insurance Network Limitations Disclosure:** Grace Family Health, Inc. dba Murrieta Express Care participates in plans administered by Anthem/Blue Cross, Blue Shield, Aetna, Cigna, United Health Care, Health Net, Tricare, Coventry and many other PPO plans. We are also contracted to serve Medicare Advantage HMO patients administered by Temecula Valley Physicians Medical Group. It is the sole responsibility of the patient or patient's insurance policy holder, guarantor, or guardian to verify they are in network with our office.

These insurance affiliations and contracts are subject to change without notice, due to expiration of contracts, plan mergers, government healthcare reform regulations, etc. Within each company, for example, Aetna, many different types of plans and benefits are offered, and we may or may not be a participant of ALL the plans for that insurance company. Moreover, insurance companies do not always update their directories in a timely manner.

For these reasons, despite our state-of-the-art real time health information technology, it is impossible to, and NOT our responsibility to, verify and ensure that your insurance plan is in fact in network with us. Therefore, if after submitting for reimbursement from your insurance, your health plan determines that our practice is NOT in network with your selected insurance plan, you will be responsible to pay for the entire billed amount, or any balance remaining after your insurance pays a portion of the fees if your plan paid the bill partially, as some plans include a limited out-of-network coverage.

- 9. Medication Refills:** Policies are set with the goal to ensure optimal patient safety and monitoring
- a. We cannot and will not provide refills for urgent care only patients. Please see your PCP for all refills.
  - b. Some medications such as antibiotics, antifungal, cough or nausea always require exam – no refills.
  - c. Pain management is out of the scope of this practice – all chronic narcotics will be managed by specialist.
  - d. Ask your pharmacy to send request directly to us. Give at least 1-week lead time before running out.
  - e. Most chronic conditions need follow up exam and labs every 3-6 months before safely refilling meds.

**10. Lab/Radiology Results:**

- a. It is your responsibility to complete labs and other tests recommended and/or ordered in a timely manner.
- b. All results (except confidential testing) are posted on secure patient portal unless you declined access.
- c. Please review your results on the portal, if no portal access, bring a picture ID to get a paper copy at the office.
- d. If any abnormal results or any unresolved symptoms, you need to schedule an appointment for further evaluation.

**11. Patient portal use:**

- a. Purpose of the portal is to facilitate communication and collaboration and not for telemedicine visits.
- b. Use it to: make appointments, pay your balance, check in online from home, quick clarifications
- c. Do not use portal to discuss results, ask about new symptoms, ask for referrals, or to request a new prescription.

## **12. Prior Authorizations** – of non-covered medications, supplies or referrals.

- a. Insurance will listen to patients more than doctors. Call them to appeal if you receive a denial.
- b. It makes no sense, but these days many insurance companies don't cover even some of the inexpensive generic or over-the-counter medications. However, you can usually find affordable discount generic drugs using online coupons such as GoodRX.com. No prior auth is needed.
- c. Generic alternatives often are required before brand name approval is granted by the insurance company. If clinical outcome is not optimal due to this limitation - your insurance company is responsible, not us.

## **13. Letters/Disability Forms/Miscellaneous Forms:**

- a. No fee for 1-7-day work/school notes.
- b. Completion of school, work, administrative, and disability forms are not routinely covered by insurance. Because these forms take a significant amount of time, it is customary and necessary to charge a fee for completion of such forms. Examples include, but are not limited to: jury duty excuse, housing accommodations, transportation, Family Medical Leave Act (FMLA), certain disability forms, accident reports, and certain DMV forms. The current fee for these forms is \$25.
- c. The administrative costs for these items are NOT covered by insurance and a nominal fee is required to cover our cost. (\$25 for all forms)

## **14. Responsibility for Disability paper**

- a. The specialist who is in charge of your disabling condition is also naturally responsible to handle your disability paperwork.
- b. We do disability forms for those not seeing specialists for their disability, or for short term (under 2 weeks) before you see your specialist. Once you have been referred to a specialist, they will be responsible to complete those forms.

## **15. Medical Records**

- a. No charge for sending other treating physicians a copy of records.
- b. Medical record requests for disability, life insurance, lawyers, etc. are charged \$15 per request.
- c. Patients requesting a paper copy of their records are charged \$15.

## **16. Medication History Electronic Download Authorization**

Our electronic health system obtains your medication history from a national pharmacy network. This information is not downloaded automatically and requires your consent.

Your signature below is your consent for us to obtain this information in order to better evaluate your medical needs and facilitate more accurate continuity of care, as well as improve collaboration of care amongst the various members of your healthcare team.

## **17. Authorization and Consent for Medical Treatment**

I, the undersigned patient, guardian or authorized legal representative of the patient, hereby authorize Grace Family Health, Inc. dba Murrieta Express Care and any associates as designated by the medical director, to perform evaluation and treatment of my medical condition. I further request and authorize all clinicians (physicians, physician assistants, nurse practitioners, and/or any other clinical staff members employed by Grace Family Health, Inc. dba Murrieta Express Care, to perform additional procedures, as they may deem immediately necessary on an emergent basis.

I understand that elective minor surgical procedures will be consented via verbal discussion prior to being performed.

I consent to elective minor surgical procedures, joint or muscle injections, and the administration of medications, vaccines, and injections (upon verbal consent and cooperation) deemed necessary in the judgement of the medical director, and any associates and assistants as designated by the medical director of Grace Family Health, Inc. dba Murrieta Express Care.

I recognize that the practice of medicine is not an exact science, Grace Family Health, Inc. dba Murrieta Express Care and its associates do not guarantee the results of any advice and/or treatment given.

**18.Late payment fee and collection agency fees:**

- a. Within 30 days of receiving a billing statement, any additional payment not made at the time of service is expected in full.
- b. All accounts will be assessed a \$10 late fee per month, on all unpaid balances greater than 30 days following the date of the first billing statement.
- c. Any outstanding unpaid balances will be sent to a collection agency 90 days after the first statement has been sent to you. The collection agency fee and/or associated administrative and legal fees, including attorney’s fees, shall be your responsibility.

**19.Un-Insured Patients and Third-Party Liabilities (not covered by insurance)**

- a. If I do not have any insurance coverage, I understand that I must pay in full for all services rendered on the date of service at the time of checking in.
- b. If the visit is for a work injury or stress, car accident, or public place injury, there are not covered by health insurance, and financially I will be as an uninsured patient for this visit. All services must be paid up front, in full, at the time of service and a receipt will be made available for me to submit to my auto insurance, employer, or other third-party for reimbursement.
- c. There are no billing statements, or payment plans for these un-insured visits.

**20.Feedback/Comments:**

- a. Please help us do an even better job serving you, by providing your ideas, comments and feedback. Feel free to confidentially communicate regarding our practice. Go to our website: [www.GraceFamilyHealth.com](http://www.GraceFamilyHealth.com) or [www.MurrietaExpressCare.com](http://www.MurrietaExpressCare.com) and fill out the feedback form. These forms are sent directly to the management team.
- b. Call Extension 9 and leave a voicemail. You will hear back from management within 5 business days.

**I, the undersigned patient, or parent/guardian to patient, hereby acknowledge and accept these policies.**

\_\_\_\_\_, \_\_\_\_\_  
Print Patient’s Name (Last, First)

By: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Patient’s or Patient Representative’s Signature (Date)



**GRACE FAMILY HEALTH, INC. dba**

**Murrieta Express Care**

**24910 Las Brisas Rd**

**Murrieta CA 92562**

## **PHYSICIAN-PATIENT ARBITRATION AGREEMENT**

**Article 1: Agreement to Arbitrate:** It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review or arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional rights to have any such dispute decided on a court of law before a jury, and instead are accepting the use of arbitration.

**Article 2: All Claims Must be Arbitrated:** It is the intention of the parties that this agreement bind all parties whose claims may arise out of or related to treatment or service provided by the physician including any spouse of heirs of the patient and any children. Whether born or unborn, at the time of this occurrence giving rise to the claim. In the case of any pregnant mother, the term "patient" herein shall mean the mother and the mother's expected child or children. All claims for monetary damages exceeding the jurisdictional limit of small claims court against the physician, and the physician's partners, associates, association, corporation or partnership, and the employees, agents and estates of any of them, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any court by the physician to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim.

**Article 3: Procedures and Applicable Law:** A demand for arbitration must communicate in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days of a demand for a neutral arbitrator, by either party. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees, or any other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law. Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator.

The parties consent to the intervention and joinder in this arbitration of any person or entity which would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration. The parties agree that provisions of California law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but not limited to, Code of Civil Procedure Section 340.5 and 667.7 and Civil Code Sections 3333.1 and 3333.2. Any party may bring before the arbitrations a motion for summary judgement or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure section 1285.05, however, depositions may be taken without prior approval of the natural arbitrator.

**Article 4: General Provisions:** All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the

claim, if asserted in a civil action, would be barred by the applicable California statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrators shall be governed by the California Code of Civil Procedure provisions relating to arbitration.

**Article 5: Retroactive Effect:** If patient intends to cover services rendered before the date it is effective as of the date of first medical services. It is the intent of this agreement to apply to all medical services rendered any time for any condition.

If any provision in this arbitration agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other portion.

I understand that I have the right to receive a copy of this arbitration agreement. By my signature below, I acknowledge that I have received a fully executed/signed copy of this agreement either by paper or electronically.

**NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEURTRAL ARIBTRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.**

\_\_\_\_\_, \_\_\_\_\_  
Print Patient's Name (Last, First)

By: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Patient's or Patient Representative's Signature (Date)

Physician/Medical Director electronic signature: Lily Y. Phillips, MD

Physician is Lily Y. Phillips, Medical Director of Grace Family Health, Inc., dba Murrieta Express Care



# **NOTICE OF PRIVACY PRACTICES**

Grace Family Health, Inc. dba Murrieta Express Care  
24910 Las Brisas Road, Suite 105, Murrieta, CA 92562

**Lily Phillips, M.D.**, 951-231-1385 Fax: 951-461-9191

**Effective Date: August 26, 2013**

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.

*We understand the importance of privacy and are committed to maintaining the confidentiality of your medical information. We make a record of the medical care we provide and may receive such records from others. We use these records to provide or enable other health care providers to provide quality medical care, to obtain payment for services provided to you as allowed by your health plan and to enable us to meet our professional and legal obligations to operate this medical practice properly. We are required by law to maintain the privacy of protected health information, to provide individuals with notice of our legal duties and privacy practices with respect to protected health information, and to notify affected individuals following a breach of unsecured protected health information. This notice describes how we may use and disclose your medical information. It also describes your rights and our legal obligations with respect to your medical information. If you have any questions about this Notice, please contact our Privacy Officer listed above.*

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### **A. How This Medical Practice May Use or Disclose Your Health Information**

The medical record is the property of this medical practice, but the information in the medical record belongs to you. The law permits us to use or disclose your health information for the following purposes:

- 1. Treatment. We use medical information about you to provide your medical care. We disclose medical information to our employees and others who are involved in providing the care you need. For example, we may share your medical information with other physicians or other health care providers who will provide services that we do not



provide or we may share this information with a pharmacist who needs it to dispense a prescription to you, or a laboratory that performs a test. We may also disclose medical information to members of your family or others who can help you when you are sick or injured, or following your death.

2. Payment. We use and disclose medical information about you to obtain payment for the services we provide. For example, we give your health plan the information it requires for payment. We may also disclose information to other health care providers to assist them in obtaining payment for services they have provided to you.
3. Health Care Operations. We may use and disclose medical information about you to operate this medical practice. For example, we may use and disclose this information to review and improve the quality of care we provide, or the competence and qualifications of our professional staff. Or we may use and disclose this information to get your health plan to authorize services or referrals. We may also use and disclose this information as necessary for medical reviews, legal services and audits, including fraud and abuse detection and compliance programs and business planning and management. We may also share your medical information with our "business associates," such as our billing service, that perform administrative services for us. 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 medical information. Although federal law does not protect health information which is disclosed to someone other than another healthcare provider, health plan, healthcare clearinghouse or one of their business associates, California law prohibits all recipients of healthcare information from further disclosing it except as specifically required or permitted by law. We may also share your information with other health care providers, health care clearinghouses 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, 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, their activities related to contracts of health insurance or health benefits, 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. A listing of the OHCAs we participate in is available from the Privacy Official.
4. Appointment Reminders. We may use and disclose medical information to contact and remind you about appointments. If you are not home, we may leave this information on your answering machine or in a message left with the person answering the phone.
5. Sign-in Sheet. 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.
6. Notification and Communication with Family. We may disclose your health information to notify or assist in notifying a family member, your personal representative or another person responsible for your care about your location, your general condition or, unless you had instructed us otherwise, in the event of your death. In the event of a disaster, we may disclose information to a relief organization so that they may coordinate these notification efforts. We may also disclose information to someone who is involved with your care or helps pay for your care. 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.
7. Marketing. Provided we do not receive any payment for making these communications, we may contact you to encourage you to purchase or use products or services related to your treatment, case 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 this practice and tell you which health plans we participate in. We may receive financial compensation to talk with you face-to-face, to provide you with small promotional gifts, or to cover 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, but only if you either: (1) have a chronic and seriously debilitating or life-threatening condition and the communication is made to educate or advise you about treatment options and otherwise maintain adherence to a prescribed course of treatment, or (2) you are a

current health plan enrollee and the communication is limited to the availability of more cost-effective pharmaceuticals. If we make these communications while you have a chronic and seriously debilitating or life-threatening condition, we will provide notice of the following in at least 14-point type: (1) the fact and source of the remuneration; and (2) your right to opt-out of future remunerated communications by calling the communicator's toll-free number. 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 financial compensation for any marketing activity you authorize, and we will stop any future marketing activity to the extent you revoke that authorization.

8. Sale of Health Information. We will not sell your health information without your prior written authorization. The authorization will disclose that we will receive compensation for your health information if you authorize us to sell it, and we will stop any future sales of your information to the extent that you revoke that authorization.
9. Required by Law. As required by law, we will use and disclose your health information, but we will limit our use or disclosure to the relevant requirements of the law. When the law requires us to report abuse, neglect or domestic violence, or respond to judicial or administrative proceedings, or to law enforcement officials, we will further comply with the requirement set forth below concerning those activities.
10. Public Health. We may, and are sometimes required by law, to disclose your health information to public health authorities for purposes related to: preventing or controlling disease, injury or disability; reporting child, elder or dependent adult abuse or neglect; reporting domestic violence; reporting to the Food and Drug Administration problems with products and reactions to medications; and reporting disease or infection exposure. When we report suspected elder or dependent adult abuse or domestic violence, we will inform you or your personal representative promptly unless in our best professional judgment, we believe the notification would place you at risk of serious harm or would require informing a personal representative we believe is responsible for the abuse or harm.
11. Health Oversight Activities. We may, and are sometimes required by law, to disclose your health information to health oversight agencies during the course of audits, investigations, inspections, licensure and other proceedings, subject to the limitations imposed by federal and California law.
12. Judicial and Administrative Proceedings. We may, and are sometimes required by law, to disclose your health information in the course of any administrative or judicial proceeding to the extent expressly authorized by a court or administrative order. We may also disclose information about you in response to a subpoena, discovery request or other lawful process if reasonable efforts have been made to notify you of the request and you have not objected, or if your objections have been resolved by a court or administrative order.
13. 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.
14. Coroners. We may, and are often required by law, to disclose your health information to coroners in connection with their investigations of deaths.
15. Organ or Tissue Donation. We may disclose your health information to organizations involved in procuring, banking or transplanting organs and tissues.
16. Public Safety. We may, and are sometimes required by law, to disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.
17. Proof of Immunization. We will disclose proof of immunization to a school where the law requires the school to have such information prior to admitting a student if you have agreed to the disclosure on behalf of yourself or your dependent.
18. Specialized Government Functions. We may disclose your health information for military or national security purposes or to correctional institutions or law enforcement officers that have you in their lawful custody.

19. Worker's Compensation. We may disclose your health information as necessary to comply with worker's compensation laws. For example, to the extent your care is covered by workers' compensation, we will make periodic reports to your employer about your condition. We are also required by law to report cases of occupational injury or occupational illness to the employer or workers' compensation insurer.
20. Change of Ownership. In the event that this medical practice 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 physician or medical group.
21. 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 email address, we may use email 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

## **B. When This Medical Practice May Not Use or Disclose Your Health Information**

Except as described in this Notice of Privacy Practices, this medical practice will, consistent with its legal obligations, not use or disclose health information which identifies you without your written authorization. If you do authorize this medical practice to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time.

## **C. Your Health Information Rights**

1. Right to Request Special Privacy Protections. You have the right to request restrictions on certain uses and disclosures of your health information by a written request specifying what information you want to limit, and what limitations on our use or disclosure of that information you wish to have imposed. If you tell us not to disclose information to your commercial health plan concerning health care items or services for which you paid for in full out-of-pocket, we will abide by your request, unless we must disclose the information for treatment or legal reasons. We reserve the right to accept or reject any other request, and will notify you of our decision.
2. Right to Request Confidential Communications. You have the right to request that you receive your health information in a specific way or at a specific location. For example, you may ask that we send information to a particular email account or to your work address. We will comply with all reasonable requests submitted in writing which specify how or where you wish to receive these communications.
3. Right to Inspect and Copy. You have the right to inspect and copy your health information, with limited exceptions. To access your medical information, you must submit 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. We will charge a reasonable fee which covers our costs for labor, supplies, postage, and if requested and agreed to in advance, the cost of preparing an explanation or summary, as allowed by federal and California law. We may deny your request under limited circumstances. If we deny your request to access your child's records or the records of an incapacitated adult you are representing because we believe allowing access would be reasonably likely to cause substantial harm to the patient, you will have a right to appeal our decision. If we deny your request to access your psychotherapy notes, you will have the right to have them transferred to another mental health professional.
4. Right to Amend or Supplement. You have a right to request that we amend your health information that you believe is incorrect or incomplete. 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 practice's denial and how you can disagree with the denial. We may deny your request if we do not have the information, if we did not create the information (unless the person or entity that created the information is no longer available to make the amendment), if you would not be permitted to inspect or copy the information at issue, or if the information is accurate and complete as is. 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. You also

have the right to request that we add to your record a statement of up to 250 words concerning anything in the record you believe to be incomplete or incorrect. All information related to any request to amend or supplement will be maintained and disclosed in conjunction with any subsequent disclosure of the disputed information.

5. Right to an Accounting of Disclosures. You have a right to receive an accounting of disclosures of your health information made by this medical practice, except that this medical practice does not have to account for the disclosures provided to you or pursuant to your written authorization, or as described in paragraphs 1 (treatment), 2 (payment), 3 (health care operations), 6 (notification and communication with family) and 18 (specialized government functions) of Section A of this Notice of Privacy Practices or disclosures for purposes of research or public health which exclude direct patient identifiers, or which are incident to a use or disclosure otherwise permitted or authorized by law, or the disclosures to a health oversight agency or law enforcement official to the extent this medical practice has received notice from that agency or official that providing this accounting would be reasonably likely to impede their activities.
6. You have a right to notice of our legal duties and privacy practices with respect to your health information, including a right to a paper copy of this Notice of Privacy Practices, even if you have previously requested its receipt by e-mail.

If you would like to have a more detailed explanation of these rights or if you would like to exercise one or more of these rights, contact our Privacy Officer listed at the top of this Notice of Privacy Practices.

#### **D. Changes to this Notice of Privacy Practices**

We reserve the right to amend our privacy practices and the terms of this Notice of Privacy Practices at any time in the future. Until such amendment is made, we are required by law to comply with this Notice. After an amendment is made, the revised Notice of Privacy Protections will apply to all protected health information that we maintain, regardless of when it was created or received. We will keep a copy of the current notice posted in our reception area, and a copy will be available at each appointment. We will also post the current notice on our website.

#### **E. Complaints**

Complaints about this Notice of Privacy Practices or how this medical practice handles your health information should be directed to our Privacy Officer listed at the top of this Notice of Privacy Practices.

If you are not satisfied with the manner in which this office handles a complaint, you may submit a formal complaint to:

Region IX  
Office of Civil Rights  
U.S. Department of Health & Human Services  
90 7th Street, Suite 4-100  
San Francisco, CA 94103  
(415) 437-8310; (415) 437-8311 (TDD)  
(415) 437-8329 (fax)  
[OCRMail@hhs.gov](mailto:OCRMail@hhs.gov)

The complaint form may be found at [www.hhs.gov/ocr/privacy/hipaa/complaints/hipcomplaint.pdf](http://www.hhs.gov/ocr/privacy/hipaa/complaints/hipcomplaint.pdf). You will not be penalized in any way for filing a complaint.

I hereby sign that I have read and understood the privacy notice above, and a copy has been made available to me.

\_\_\_\_\_, \_\_\_\_\_

Print **Patient's Name (Last, First)**

By: \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

Patient's or Patient Representative's Signature (Date)