



## NOTICE OF PRIVACY PRACTICES

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

This Notice of Privacy Practices (Notice) describes the privacy practices of SynerGenius Telepresence. SynerGenius Telepresence is required by law to protect the privacy of your health information. This Notice is provided to comply with the federal privacy regulations known as HIPAA. It describes how SynerGenius Telepresence may use and disclose your health information. It also describes your rights and our responsibilities about uses or disclosures of your health information.

**Our Responsibilities.** We are required by law to maintain the privacy of your health information and to provide you with a notice about our legal duties and privacy practices concerning your health information. We are required to follow our Notice of Privacy Practices that is currently in effect. However, we reserve the right to change our Notice and to make a new Notice effective for all health information we maintain. If we make changes to our Notice, we will notify you. You may obtain a copy of the revised Notice from your caregiver.

### Uses and Disclosures for Treatment, Payment, and Health Care Operations

***Unless otherwise restricted by state law, SynerGenius Telepresence may use or disclose your health information for the following purposes:***

**For Treatment Purposes.** “*Treatment*” refers to when we provide, coordinate, or manage your health care and other services related to your health care. An example of treatment is when we confer internally about your care with our health care providers or when we consult with another health care provider, such as your family physician or another health care professional about your care.

**For Payment Activities.** “*Payment Activities*” refers to when we seek payment for the health care services we provide. An example of our payment activities is when we disclose your health information to your health insurer so we can be paid for our services. Another example is when we send our statement for services to you for payment.

**For Health Care Operations.** Our “*health care operations*” are activities that relate to our business. Examples of health care operations are quality assessment and improvement activities, including case management and care coordination, and business planning and development activities. Among our other business activities, we may contact you to remind you about your appointments with us. We may also contact you to give you information about treatment options or other health-related benefits and services we provide that may be of interest to you.

## Uses and Disclosures Requiring Your Authorization

We may use or disclose your health information for purposes other than treatment, payment, or health care operations if we obtain your authorization. An “*authorization*” is written document that permits the specific disclosures that are listed on the authorization form you sign. If we need to use or disclose your health information for purposes other than treatment, payment, or health care operations, we will need to obtain an authorization from you unless the use or disclosure is otherwise required by law.

You may revoke an authorization that you provide to us at any time if you do so in writing. You may not revoke an authorization to the extent (1) we have taken action in reliance on the authorization; or (2) if the authorization was obtained as a condition of your obtaining insurance coverage, and the law provides the insurer the right to contest a claim under the policy.

## Uses and Disclosures of Your Information that Do Not Require Your Consent or Authorization

In some situations, SynerGenius Telepresence may use or disclose your health information without an additional consent or an authorization. We may use or disclose your health information as required by law as long as the use or disclosure complies with and is limited by a particular law’s requirements. For example, in situations involving

- **Public Health Activities.** We may disclose your health information to a public health authority where it is authorized by law to collect or receive health information to prevent or control disease, injury or disability. For example, in cases of **child abuse or neglect**, if we believe that a child has been subjected to abuse or neglect, or if we observe a child being subjected to conditions which would result in abuse or neglect, we must report this to the proper law enforcement or governmental agency.
- **Health Oversight Activities.** We may disclose your health information to a health oversight agency for activities authorized by law, including, for example, health care system audits, investigations, and inspections and health care licensure matters.
- **Judicial & Administrative Proceedings.** SynerGenius Telepresence may disclose your health information in responding to subpoenas, court orders, or other lawful requests related to legal proceedings in a court or before a government agency.
- **Law Enforcement.** We may disclose your health information if asked to do so by a law enforcement official in the following situations:
  - To respond to a court order, subpoena, warrant, summons or similar types of requests from a law enforcement official.
  - In limited situations, to report abuse or domestic violence.
  - To report evidence of a crime occurring on the premises of any of our office locations.
  - In emergencies, to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.
- **Serious Threat to Health or Safety.** If you communicate to us a serious threat of physical violence against a person or the public, including a threat to yourself, we are permitted, consistent with applicable law and ethical standards, to communicate that threat to those who are reasonably able to prevent or lessen the threat, including the target of the threat or a law enforcement agency. Federal law and regulations do not protect any information about a crime committed by a patient either at one of our offices or against any person who works for us or about any threat to commit such a crime.

- **Emergency.** If you have a medical emergency, we will share information with medical professionals to assist them in providing necessary health care to you.
- **Specialized Government Functions.** We may use and disclose your health information for national security and intelligence activities authorized by law. If you are a military member, we may disclose your health information to military authorities under certain circumstances.
- **Correctional Institution and Other Law Enforcement Custodial Situations.** If you are an inmate or in the custody of law enforcement, we may share your health information with a correctional institution as necessary for your health, the health and safety of others, for law enforcement within the correctional institution, and for the institution's administration, maintenance, safety, security, and good order.
- **Worker's Compensation.** If you file a worker's compensation claim, we must, on demand, make available records relevant to that claim to your employer, the insurance carrier, the worker's compensation court, and to you.

### Your Health Information Rights

You have the following rights regarding your health information:

- **Right to Request Restrictions.** You have the right to request limits on certain uses and disclosures of your health information as provided by law. However, SynerGenius Telepresence is not required to agree to a restriction you request unless: (1) your request is to restrict disclosures to health plans; (2) such requested restriction only limits disclosures made for the purpose of carrying out payment or health care operations; and (3) the requested restriction only limits disclosures relating to health care items or services for which you have paid SynerGenius Telepresence out of pocket in full.
- **Right to Request Amendments.** You have the right to request a change to your health information if you believe the information is inaccurate or incomplete. However, under certain circumstances, SynerGenius Telepresence may deny your request. On your request, we will discuss with you the details of the amendment process.
- **Right to Receive Confidential Communications.** You have the right to ask that SynerGenius Telepresence communicate with you confidentially about your health information in certain ways or at certain locations, *and* we will accommodate all reasonable requests to do so. For example, you may not want a family member to know that you are being treated by us, so you may want our billing statements to be sent to a different address.
- **Right to Inspect and Copy.** You have the right to inspect or obtain a copy (or both) of your health information in our medical and billing records used to make decisions about you for as long as the information is maintained in the record. In some circumstances you may have the right to receive this information in an electronic format or have an electronic copy sent to an entity or individual you have clearly, specifically, and conspicuously designated. We may deny your access to your information under certain circumstances, but in some cases, you may have this decision reviewed. On your request, we will discuss with you the details of the request and the denial review process.
- **Right to an Accounting.** You have the right to ask for an accounting (or list) of certain disclosures SynerGenius Telepresence or its business associates have made of your health information. On your request, we will discuss with you the details of the accounting process.

- **Right to a Paper Copy.** You have the right to receive a paper copy of this Notice upon request, even if you have agreed to receive the notice electronically.
- **Right to Receive Notification of Certain Breaches.** You have the right to be notified by SynerGenius Telepresence if your information is improperly used or disclosed. Generally, you will be notified about an improper use or disclosure of your information if (1) it was not secured by encryption or other means that follow federal standards, (2) your information was accessed, disclosed, or used in violation of federal laws, and (3) the access, disclosure, or use poses a significant risk of harm to your reputation, harm to you financially, or otherwise. This notification will contain important information about the breach and where you can obtain further information.

All requests to exercise these rights must be in writing. We follow written procedures to handle requests and notify you of our actions and your rights. You may request forms or exercise your rights by contacting the Privacy Officer at \_\_\_\_\_ or by contacting us. You do not need to take any affirmative action to maintain your right to be notified about an improper use or disclosure of your information.

## **Complaints**

If you believe that your privacy rights have been violated or not adequately protected, please send your written complaint to SynerGenius Telepresence at the following address:

Chanel Helgason, M.D., Privacy Officer  
SynerGenius Telepresence  
600 17th Street, Suite 2800 South  
Denver, Colorado 80202-5428  
Phone: (720) 515-1315  
Fax: (720) 528-7755

If faxing your complaint, please address the fax to Privacy Officer, SynerGenius Telepresence.

You may also submit a complaint to the Secretary of the U.S. Department of Health and Human Services. The Privacy Officer can provide you the appropriate address for the Secretary upon request. You will not be retaliated against in any way for filing a complaint.

## **For More Information**

If you have a question about this Notice or would like additional information about our privacy practices, please contact Privacy Officer, SynerGenius Telepresence, at the address and phone number listed above.