



HIPPA PRIVACY NOTICE

Vitality Health and Wellness values you as a customer and protection of your privacy is very important to us. In conducting our business, we will create and maintain records that contain protected health information about you and the health care provided to you.

"Protected health information" or "PHI" is information about you, including information about where you live, that can reasonably be used to identify you and that relates to your past, present or future physical or mental health condition, the provision of health care to you or the payment for that care.

We protect your privacy by:

- Limiting who may see your PHI
- Limiting how we may use or disclose your PHI
- Informing you of our legal duties with respect to your PHI
- Explaining our privacy policies and
- Adhering to the policies currently in effect

This notice describes our privacy practices, which include how we may use, disclose, collect, handle, and protect our members protected health information. We are required by certain federal and state laws to maintain the privacy of your Protected Health Information. We also are required by the federal Health Insurance Portability and Accountability Act (or "HIPAA") Privacy Rule to give you this Notice about our privacy practices, our legal duties, and your rights concerning your protected health information.

Copies of this Notice

You may request a copy of our Notice at any time. If you want more information about our private practices, or have questions or concerns, please contact Member Services by calling our telephone number, 252-364-2802. Contact us using the contact information at the end of this Notice.

Changes to this Notice

The terms of this Notice apply to all records that are created or retained by us which contain your PHI. We reserve the right to revise or amend the terms of this Notice. A revised or amended Notice will be effective for the entire PHI that we already have about you, as well as for any PHI we may create or receive in the future. We are required by law to comply with whatever Privacy Notice is currently in effect. We will Post any material change to our Privacy Notice before the change becomes effective, in our waiting room or you may request a copy. It will also be posted on our website.

Potential Impact of State Law

The HIPAA Privacy Rule generally does not "preempt" (or take precedence over) state privacy or other applicable laws that provide individuals greater privacy protections. As a result, to the extent state law applies, the privacy laws of a particular state, or other federal laws, rather than the HIPAA Privacy Rule, might impose a privacy standard under which we will be required to operate. For example, where such laws have been enacted, we will follow more stringent state privacy laws that relate to uses and disclosures of the protected health information concerning HIV or AIDS, mental health, substance abuse/chemical dependency, genetic testing, reproductive rights, etc.

How We May Use and Disclose Your Protected Health Information (PHI)

In order to administer our health care programs effectively, we will collect, use and disclose PHI for certain of our activities, including payment of covered services and health care operations.

The following categories describe the different ways in which we may use and disclose your PHI. Please note that every permitted use or disclosure of your PHI is not listed below. However, the different ways we will, or might, use or disclose your PHI do fall within one of the permitted categories described below.

Payment:

We may use and disclose your PHI for all payment activities including, but not limited to, collecting payments from you or your medical insurance carrier. This may include coordinating benefits with other Health care programs, such as Medicare or Medicaid.

Health Care Operations:

We may use and disclose your PHI to conduct and support our business and management activities as a health care provider.

We may also use and disclose your PHI to provide you with reminders to obtain preventive health services, and to inform you of treatment alternatives and or health related benefits and services that may be of interest to you.

Research:

We may use or disclose your PHI for research purposes if certain conditions are met. Before we disclose your PHI for research purposes without your written permission, an Institutional Review Board (a board responsible under federal law for reviewing and approving research involving human subjects) or Privacy Board reviews the research proposal to ensure that the privacy of your PHI is protected, and to approve the research.

Required by Law:

We may use disclose your PHI when required to do so by applicable law. For example, the law requires us to disclose your PHI:

- When required by the Secretary of the U.S. department of health and human services to investigate our compliance efforts; and
- To health oversight agencies, to allow them to conduct audits and investigations of the health care system, to determine eligibility for government program standards, and for certain civil rights enforcement actions.

Public Health Activities:

We may disclose your PHI to public health agencies for public health activities that are permitted or required by law, such as to:

- Prevent or control disease, injury or disability
- Maintain vital records , such as births and deaths
- Report child abuse and neglect,
- Notify a person about potential exposure to a communicable disease,
- Notify a person about a potential risk for spreading or contraction a disease or condition
- Report reactions to drugs or problems with products or devices,
- Notify individuals if a product or device they may be using has been recalled
- Notify appropriate government agency (ies) and authority (ies) about the potential abuse or neglect of an adult patient, including domestic violence

To Your Personal Representative:

If you tell us to, we will disclose your PHI to your personal representative according to any relevant state laws. In order for us to disclose your PHI to your personal representative you must send us documentation that supports the person's qualification according to state law (such as a power of attorney or guardianship). However, the HIPAA Privacy rule permits us to choose not to treat that person as your personal representative when we have a reasonable belief that (1) you have been, or may be, subjected to domestic violence, abuse or neglect by the person; (2) treating the person as your personal representative could endanger you; or (3) in our professional judgment, it is not in your best interest to treat the person as your personal representative

To Family and Friends:

Unless you object we may disclose your PHI to a friend or family member who has been identified as being involved in your health care. We also may disclose your PHI to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status and location. If you neither are nor present or able to agree to these disclosures of your PHI, then we may, using our professional judgment, determine whether the disclosure is in your best interest.

Parents as Personal Representatives of Minors:

In most cases, we may disclose your minor child's PHI to you. However, we may be required to deny a parent's access to a minor's PHI according to applicable state law

Right to Provide an Authorization for Other Uses and Disclosures

- Other uses and disclosures of your PHI that are described above will be made only with your written authorization.
- You may give us written authorization for uses and disclosures of your PHI that are not identified by this Notice, or are not otherwise permitted by applicable law.

Any authorization that you provide to us regarding the use and disclosure of your PHI may be revoked by you writing at any time. After you revoke your authorization, we will no longer use or disclose your PHI for the reason described in the authorization. Of course, we are unable to take back any disclosures that we have already made with your authorization. We may also be required to disclose PHI as necessary for purposes of payment for services received by you prior to the date when you revoke your authorization.

Your authorization must be in writing and contain certain elements to be considered a valid authorization. For your convenience, you may use our approved Authorization form.

Your Privacy Rights Concerning Your Protected Health Information:

You have the following rights regarding the PHI that we maintain about you. Requests to exercise your rights as listed below must be in writing.

Rights to Access Your PHI:

You have the right to inspect or get copies of your PHI contained in a designated record set. Generally, a "designated record set" contains medical, and billing records we may have about you, as well as other records that we may use to make decisions about your health cares. However, you may not inspect or copy psychotherapy notes or certain other information that may be contained in a designated record set.

You may request that we provide copies of your PHI. We may charge a reasonable fee for copies of PHI (based on our costs), for postage, and for a custom summary or explanation of PHI. You will receive notification of any fee(s) to be charged before we release your PHI, and you will have the opportunity to modify your request in order to avoid or reduce the fee. In certain situations we may deny your request for access to your PHI. If we do, we will tell you our reasons in writing, and explain your rights to have the denial reviewed.

Health Oversight Activities:

We may disclose your PHI to a health oversight agency for activities authorized by laws such as audits, investigations, inspections, licensure or disciplinary actions or civil, administration, or criminal proceedings or actions. Health oversight agencies seeking this information included government agencies that oversee: (1) the health care system ;(2) government benefit programs; (3) other government regulatory programs; and (5) compliance with civil rights laws.

Lawsuits and Other Legal Disputes:

We may disclose your PHI in response to a court or administration order, subpoena, discovery request, or other lawful process once we have met all administration requirements of the HIPAA Privacy Rule.

Law Enforcement:

We may disclose your PHI to law enforcement officials under certain conditions. For example, we may disclose PHI

- To permit identification and location of witnesses, victims, and fugitives
- In response to a search warrant or court order;
- As necessary to report a crime on our premises;
- To report a death that we believe may be the result of criminal conduct; or
- In an emergency, to report a crime

Coroners, Medical Examiners, or Funeral Directors:

We may release PHI to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or to determine the cause of death. We also may disclose, as authorized by law, information to funeral directions so that they may carry out their duties.

Organ and Tissue Donations:

We may use or disclose your PHI to organizations that handle organ and tissue donation and distribution, banking or transplanting.

To Prevent a Serious Threat to Health or Safety:

As permitted by law, we may disclose your PHI if we believe that the disclosure is necessary to prevent or lesser a section and imminent threat to the health or safety of a person or the public.

Military and National Security:

We may disclose to military authorities the PHI of Armed Forces personnel under certain circumstances. We may disclose to authorize federal officials PHI required for lawful intelligence, counter-intelligence, and other national security activities.

Workers' Compensation:

As part of your workers' compensation claim, we may have to disclose your PHI to a worker's compensation carrier.

To You:

When you ask us to, we will disclose to you your PHI that is in a "designated record set." Generally, a designated record set contains medical records claims and billing records we may have about you, as well as other records that we use to make decisions about health care. You can request the PHI from your designated record set as described below called "You're Privacy Rights concerning your Protected Health Information."

Right to Amend Your PHI:

You have the right to request that we may amend your PHI if you believe there is a mistake in your PHI, or that important information is missing. Approved amendments made to your PHI will also be sent to those who need to know. We may also deny your request if, for instance, we did not create the information you wanted amended. If we deny your request to amend your PHI, we will tell you our reasons in writing, and explain your right to file a written statement of disagreement.

Right to Request Restrictions:

You have the right to request, in writings, that we place additional restrictions on our use or disclosure of your PHI. We are not required to agree to your request. However, if we do agree, we will be bound by our agreement except when required by law, in emergencies, or when information is necessary to treat you. An approved restriction continues until you revoke it in writing, or until we tell you that we are terminating our agreement to a restriction.

Right to Request Confidential Communications:

You may have the right to request, in writing, that we may use alternate means or an alternative location to communicate with you in confidence about your PHI. For instance, you may ask us if we contact you by mail, rather than by telephone, or at work, rather than at home. Your written request must clearly state that the disclosure of all or part of your PHI at your current address or method of contact we have on record could be an endangerment to you. We will require that you will provide a reasonable alternate address or other method of contact for the confidential communications. In assessing reasonableness, we will consider our ability to continue to receive payment and conduct health care operations effectively, and the subscriber's right to payment information. We may exclude certain communications that are commonly provided to all members from confidential communications. Examples of such communications include benefit booklets and newsletters.

Right to a Paper Copy of this Notice:

You have the right to receive a paper copy of our Notice of Privacy Practices. You can request a copy at any time, even if you have agreed to receive this notice electronically.

Your Right to File A Privacy Complaint:

If you believe your privacy rights have been violated, or if you are dissatisfied with Vitality Health and Wellness practices or procedures, you may file a complaint. You will not be penalized for filing a complaint.

To file a privacy complaint with us, you may contact our privacy Officer at:



at

252-364-2802

I have read the Vitality HIPPA Privacy Notice:

_____ patient _____ witness

Date: _____



We are committed to providing you with the best possible care and are pleased to discuss our professional fees with you at any time. Your clear understanding of our financial policy is important to our professional relationship. Please ask if you have any questions about our fees, our financial policy, or your financial responsibility.

FULL PAYMENT OF PATIENT OBLIGATIONS IS DUE AT TIME OF SERVICE

We accept Cash, Checks and Credit Cards

- ✓ Always bring your current health insurance card to each visit
- ✓ Please notify us at the time of check in of any changes in insurance, address or telephone
- ✓ Please pay your co-pay or deductible balance and co-insurance amount at the time of service
- ✓ You will be expected to pay in full if:
 - You do not have insurance
 - Vitality does not participate with your health plan
 - You are unable to present a valid member identification card from your insurance carrier
 - We are unable to verify your insurance coverage

You should receive a bill for any other patient responsibility within 30 days; and/or an explanation of benefits (EOB) from your insurance company. If you fail to receive an EOB from your plan within 45 days of treatment, we suggest you contact your insurance plan to determine benefits, as they may not have made payment. Payment not received in 60 days may be transitioned to patient responsibility and you may be required to make payment arrangements.

Insurance: Your insurance policy is a contract between you and your insurance company. We are not a party to that contract. In the event that we do not accept assignment of benefits please be aware that some, and perhaps all, of the services provided may be non-covered services under your plan and you will be 100% responsible for these charges. It is your responsibility to:

- Ensure our provider actively participate with your insurance carrier
- Know your benefit coverage, as well as your dependents, prior to receiving services
- Ensure that all pre-approval requirements are met to avoid denials or out-of-network benefits

Please remember that we must receive your billing information at the time of each visit in order to meet claims submission guidelines set by your insurance plan. If either the practice or the plan fails to receive accurate information to process your claim, you will be held responsible.

We will not be held liable for ensuring the accuracy of your insurance information, including, but not limited to verifying current coverage and eligibility, obtaining authorizations, or confirming co-pay, coinsurance, and/or deductible information. Regarding insurance plans where we are a participating provider; all co-pays and deductibles are due at the time of treatment. In the event that your insurance coverage relates to a plan where we are not a participating provider, you will be 100% responsible for all charges incurred.

To summarize, your financial responsibility pertains to:

- Denies and non-covered services
- Services deemed not medically necessary by your insurance company
- Co-payments, deductibles, co-insurance
- Pended claims due to lack of patient and/or guarantor information
- No insurance and /or out of network benefits

Co-Pay, Coinsurance: We are required by our insurance contracts to collect all co-pays and other patient responsible amounts, at the time of service. We may request a deposit prior to being seen of \$25

Deductibles: If you have not met your deductible, we will arrange a payment schedule for any amount over \$75. The first \$75 of the visit cost must be paid at the time of service.

Self pay Patients: Self pay patients are required to make a deposit of \$75 at the time of service during check in. If additional charges are accrued, you will be responsible for the total amount prior to leaving the office.

Returned Checks: There is a \$25.00 fee for all returned checks.

Missed Appointments: Unless cancelled at least 24 hours in advance, our policy is to charge \$35.00 for missed appointments. There may be additional fee up to \$45 for missed physicals. We will not file, nor will insurance plans pay for this charge, so please help us serve you better by keeping or cancelling in advance.

After Hours Telephone Consultation: There is a provider on call 24 hours per day. No narcotics or controlled substances will be called in during on call hours. If there is an emergent situation, we ask that you go directly to the Emergency Room.

Collections: Failure to pay account balance within 30 days from initial billing may result in interest charges o to a maximum legal amount allowed by law and handling fee of \$10. Any past due balance not paid will be turned over to a collection agency after 90 days. Any charges and fees resulting from this action, including collecting agency fees, will be added to your account balances and will be your responsibility. In the event that the bill remains unpaid and litigation ensues for collection of sums due, the office shall be entitled to reasonable attorney fees and court costs.

Lab /x-ray/diagnostic Services: You may receive a separate bill for medical care including labs, x-rays or other diagnostic services from another facility. You are financially responsible for any co-pay or balance due for these services if they are not reimbursed by your insurance.

Statements: If you have a balance on your account, we will send you a statement. It will show separately the pervious balance, any new charges to the account and any payments or credits applied to your account during the month.

Payments: Unless other arrangements are approved by us in writing, the balance on your statement is due andpyablew when the statement is issued, and is past due if no paid within 10 days.

Payment Options if you have no insurance: Unless arrangements are made in advance, we will collect payment at your visit. Your choice is to pay by cash, check, or credit/debit card on the day that treatment is given.

Insurance Release: You understand that your health plan may not be liable for service rendered if any of the following conditions apply:

- You have a pre-existing conditions or other diagnosis that may not be covered by your plan
- Vitality does not participate in your health plan
- You have not met the deductible under your health plan contract
- Well child check up, immunizations, adult or sports physicals, work or school physicals or other routine services may not be covered by your insurance

Copies and Transfer of Records: All past due amounts will be collected before medical records are copied or transferred. A nominal fee is assessed to cover the cost of copies.

Effective dates: Once you have signed this agreement, you agree to all of the terms and conditions contained herein for this and any future visits, and the agreement will be in full force and effect.

Patient Name: _____ DOB: _____

Responsible Party Signature: _____ Date: _____



Notice of Patient Rights and Responsibilities

This document is meant to inform our patients of their rights and responsibilities while undergoing medical care. To the extent permitted by law, patient rights may be exercised on behalf of the patient or by his or her guardian, next of kin or legally authorized responsible person if the patient a.) has been adjudicated incompetent in accordance with the law, b.) is found to be medically incapable of understanding the proposed treatment or procedure c.) is unable to communicate his or her wishes regarding treatment, or d.) is a minor. If there are any questions regarding the contents of this notice, please notify any staff member.

Patient Rights

1. Access to Care. You will be provided with impartial access to treatment and services with Vitality's capacity, availability and applicable law and regulation. This is regardless of race, creed, sex, national origin, religion, disability/handicap, or source of payment for care/services.
2. Respect and Dignity: You have the right to considerate, respectful care/services at all times and under all circumstances. This includes recognition of psychosocial, spiritual, and cultural variables that may influence the perception of your illness.
3. Privacy and Confidentiality: Your privacy rights are explained in our office's Notice of Privacy Practices, which is available from our office.
4. Personal Safety. You have the right to expect reasonable safety insofar as the office practices and environment are concerned.
5. Identity: You have the right to know the identity and professional status of any person providing services and which provider or other practitioner is primarily responsible for care.
6. Information: You have the right to obtain complete and current information concerning diagnosis (to the degree known), treatment, and any known prognosis. This information should be communicated in terms that you understand.
7. Communication: If you do not speak or understand the predominant language of the community, you should have access to an interpreter. This is particularly true when language barriers are a continuing problem.
8. Consent: You have the right to information that enables you, in collaboration with the provider, to make treatment decisions.
 - i. Consent discussions will include explanation of the condition, likely risks and benefits of treatment, as well as likely consequences of no treatment.
 - ii. You will not be subjected to any procedure without providing voluntary, written consent.
 - iii. You will be informed if Vitality proposes to engage in research or experimental projects affecting its care or services. If it is your decision not to take part, you will continue to receive the most effective care Vitality would otherwise provide.
9. Consultation: You have the right to accept or refuse medical care to the extent permitted by law. However, if refusing treatment prevents Vitality from providing appropriate care in accordance with ethical and professional standards, your relationship with Vitality may be terminated upon reasonable notice.
10. Charges: Regardless of the source of payment for care provided, you have the right to request and receive itemized and detailed explanations
11. Rules and Regulations: You will be informed of Vitality rules and regulations concerning your conduct as a patient at this facility. You are further entitled to information about the initiation, review, and resolution of patient complaints.



Controlled Substance Policy

- On a first new patient visit, no narcotics or other controlled substances will be prescribed in the absence of a clear, acute injury.
- If you require chronic narcotic therapy/chronic pain medications, we will be more than happy to refer you to a local pain management center in Greenville. A referral to the pain management center does not guarantee an appointment or narcotic pain medications.
- Only in the presence of an acute injury will narcotics be considered. We do not give prescriptions for narcotics that are greater than a 1-2 week supply. With the exception of our terminally ill cancer patients we do not prescribe long term/recurring prescriptions for pain medications.
- All patients receiving controlled substances must have monthly appointments. No refills will be given on any controlled substances without an office visit.
- All patients receiving controlled substances may be subject to random drug screens. A failed drug screen includes a drug screen that does not test positive for the prescribed controlled substance or is positive for illegal substances or is positive for legal substances without a valid prescription. A failed drug screen results in dismissal from our practice.
- Anyone who receives a controlled substance from multiple providers during the same treatment period will be reported to the DEA and will be dismissed from our practice. Local authorities may also be notified.
- Controlled Substances include (but are not limited to):
 - Narcotic pain medications (such as Hydrocodone, Oxycodone, Oxycontin, Morphine, Dilaudid, Fentanyl, Codeine)
 - Anxiolytics (Xanax, Valium, Lorazepam)
 - ADD medications (Adderall, Ritalin, Vyvanse)
 - Sleep aids (Ambien, Lunesta, Restoril)