



## Statement of Practice Policies

This notice describes how medical information about you may be used and disclosed in accordance with federal law and how you can access your information. This notice also describes our policies and procedures regarding your financial obligations to the practice.

### Our Pledge To You

OrthoVirginia Inc. (OV) is dedicated to protecting your medical information. OV is required by law to abide by the terms of this notice.

- We are required by law to maintain the privacy and security of your protected health information (PHI)
- We must follow the duties and privacy practices described in this notice and give you a copy of it upon request.
- We will not use or share your health information other than as described here unless you tell us we can in writing. If you grant us permission, you may change your mind at any time. However, you must let us know in writing if you change your mind.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.

We will abide by the terms of this notice currently in effect at the time of the disclosure. If you have any questions, please contact our Compliance Manager; [compliance@orthovirginia.com](mailto:compliance@orthovirginia.com) or (804)915-1904.

### How We May Use and Disclose Medical Information About You

We may use and disclose PHI for treatment, payment and healthcare operations (TPO). Treatment examples include, but are not limited to: school or sports physicals, referral to a nursing home, home health agencies and/or referrals to other providers for treatment. You authorize OrthoVirginia to use the Epic electronic medical record to electronically send and receive private health information pertinent to your care. This includes text, images and x-ray files. Payment examples include but are not limited to: insurance companies for claims including coordination of benefits with other insurers and collection agencies. Healthcare operations include but are not limited to: internal quality control and assurance including auditing of records. We can use and share your health information to run our practice, improve your care, and contact you when necessary. We can use or share your de-identified information for health research. We can share health information about you with organ and tissue donation organizations. We can share health information with a funeral director or medical examiner when an individual expires. We will share information about you if state or federal law requires it, including with the Department of Health and Human Services if it wants to see that we are complying with federal privacy law. We can use or share your health information to address workers' compensation, law enforcement, and other government requests.

We are permitted or required to use or disclose PHI without your consent or authorization in certain circumstances. Three examples are public health requirements (community health surveillance or investigation) court orders or subpoenas. We may also call your home or other designated location and leave a message on voice mail or in person in reference to any items that assist the practice in carrying out TPO, such as appointment reminders, insurance items, and any call pertaining to your clinical care, including laboratory results among others. We may mail any items that assist the practice in carrying out TPO.

You have the right to choose who may gain access to your personal health information, billing and/or appointment record. The name of the person(s) you give permission to have access to your protected health information must be on file at OrthoVirginia. In order to obtain information by telephone, the person calling the practice must share your name and one of your personal identifiers with the staff. The practice will verify that the party contacting the office is listed on your HIPAA disclosure. You have the right to update your list of parties with access to your medical information by signing a new Patient Agreement.

### Your Rights Regarding Medical Information About You

You have the right to choose someone to act for you. If you have given someone power of attorney (POA) or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.

You, your guardian or POA **has the right to request to inspect and/or obtain copies of your medical record.**

You, your guardian or POA **has the right to request amendments be made to your medical record.**

You, your guardian or POA **has the right to request to receive confidential communications of PHI by alternative means or alternative locations. Such request must be in writing and the practice must accommodate reasonable requests.**

You, your guardian or POA **has the right to request reasonable restrictions as to how your health information may be used or disclosed to carry out TPO.**

You, your guardian or **POA has the right to request a list of those with whom we have shared your information for six years prior to the date you ask, who we shared it with, and why.** We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We will provide one accounting a year for free but will charge a reasonable, cost-based fee if you make a second request within 12 months. Individuals who pay for their services out of pocket, in full, have the right to restrict disclosure of PHI to their insurance plan if they wish. All requests must be in writing.

### Release of Health Information

Your medical record is the property of OrthoVirginia. You are entitled to receive a copy of your medical record at any time; Virginia statute allows for healthcare providers to charge a fee for your record. You must sign an authorization in order for us to release your record to you or any party that you designate; this release will remain in effect until you revoke it in writing. We have 15 days, per Virginia regulations, to fulfill your request once you have submitted the necessary written authorization.

Requests for any medically related form to be completed by this practice will be processed in the order in which it was received. The completion of forms requires information from the patient's visit but may also require the physician to address specific questions directly. There is a fee for any form that is requested to be completed by the practice. Once the fee and medical release have been received the form(s) will be processed. Payment for forms is required in advance.

### Email Address

OrthoVirginia collects e-mail addresses from our patients. We will use e-mail to send appointment reminders, surveys, and notifications to you about our practice. We consider your e-mail to be a part of your PHI; therefore, we will not release this information to any other person or entity unless authorization is given by you. You are not required to provide us with your e-mail; however, it will limit our ability to communicate with you. If you provide us with your email and later decide you would like to unsubscribe, you may do so by sending a letter in writing to the Compliance Manager.

### Patient Portal Acknowledgement

You acknowledge by your enrollment into the patient portal that you are giving OrthoVirginia permission to send your PHI through the practice's secure portal (MyChart) for your personal access and use. You have read this authorization and understand the designated information will be disclosed only as outlined by your enrollment form. You understand that when the information is used or disclosed pursuant to this authorization, it may be subject to re-disclosure by you and it then ceases to be protected health information. You further understand that you retain the right to revoke this authorization in writing at a later date. In order for the revocation of this authorization to be effective, OV must receive the revocation in writing. The revocation takes effect the date that you and practice sign the revocation. All revocations must be sent to OV to the attention of the Compliance Manager.

### Health Information Exchange

OrthoVirginia currently participates in health information exchanges (HIE's), which ultimately help enhance the quality of your care. The goal of the HIE's is to help participating physicians and providers give better, more efficient care to their patients by the sharing of health information across secure systems. This means that wherever a patient goes, the patient's health information may be available to all doctors who use the HIE's, which helps to provide safer, more coordinated patient care.

OrthoVirginia currently utilizes CareEverywhere, eHealth Exchange and Carequality to access and share your health information with other participants of these HIE's for treatment purposes and for payment of treatment services. These HIE's allow any health information organization that participates in the HIE's to have secure electronic access to patients' records.

You may opt out of the Health Information Exchange by doing one of the following:

- Send your request via email to [mychartsupport@orthovirginia.com](mailto:mychartsupport@orthovirginia.com), with "Opt-Out" in the subject line; OR
- Submit a request through MyChart OR

- Mail your written request, signed and dated to the OrthoVirginia Privacy Officer (see details for contacting below)

Include all of the following with your request so we can be sure to identify the correct medical information to restrict from the Health Information Exchange:

- First and last name (and middle name, if applicable)
- OrthoVirginia medical record number
- Date of birth
- Address

### Telephone Contact Consent

You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including cell phone numbers, which could result in charges to you. We may also contact you by sending text messages or e-mails, using any e-mail address you provide us. Methods of contact may include using pre-recorded/artificial voice messages and/or use of any automatic dialing device, as applicable. You agree that the practice or its agents may contact you as described above.

### Marketing

“Marketing” means a communication for which OV receives any sort of payment from a third party that encourages you to use a service or buy a product. OV does not engage in this form of ‘marketing’ as defined by federal regulation. If the practice did so in the future, before we could use or disclose your medical information to market a health-related product or service to you, we must obtain your written authorization to do so. The authorization form would let you know that we have been paid to make the communication to you. Marketing does not include: prescription refill reminders or other information that describes a drug you currently are being prescribed; or gifts of nominal value, such as pens or key chains stamped with the OV name or the name of a health care product manufacturer. Communications made about your treatment, such as when your physician refers you to another health care provider, generally are not marketing. We require your permission to send marketing information to you. We would like to send notifications of new physicians, new services, and other happenings at OV. We will not sell your PHI for marketing by others. By signing our agreement, you are giving us permission to share information about our practice with you. Should you wish to opt out, you must contact the practice.

### Complaints

If you are concerned that your privacy rights have been violated, or you disagree with a decision we made about access to your records, you may contact our Compliance Manager at [compliance@orthovirginia.com](mailto:compliance@orthovirginia.com) or (804) 915-1904.

You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1- 877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

All complaints will be addressed by the Chief Compliance Officer. It is the policy of OrthoVirginia that no retaliatory action will be made against any individual who submits or conveys a complaint of suspected or actual non-compliance with standards.

### Your Insurance and Co-Payment

A co-payment (co-pay) is a fixed amount you pay for a health care service, usually when you receive the service. The amount can vary by the type of service. If you have insurance coverage, it is your responsibility to contact the carrier to understand your benefits relative to the participation status of the physician you wish to see.

Some things you should know:

- If your insurance requires a co-pay, it is the policy at OV to collect it at the time of service;
- If you do not pay your co-pay, you are violating your insurance contract;
- OV reserves the right to reschedule your appointment if your co-pay is not paid at the time you check-in;
- If OV does not participate with your insurance company, you are likely out-of-network and your financial obligation will be more.

Your co-pay was designed by your insurance company to assist in covering the cost of medical services received. Please inquire with your employer or insurance plan if you need additional information relative to your coverage.

### Personal Injury/Accidents

If you have sustained an injury or have been involved in an accident and you have medical coverage through Medicare, Medicaid, and/or Tricare, you understand OV WILL NOT file claims on your behalf to your health insurance carrier. Instead, OV will provide an itemized statement to you so that you may file directly to the third-party insurance carrier (automobile insurance, homeowners, accident insurances, etc.).

You understand that OV will not hold your account open during any period of litigation, or negotiation, you may have with a third-party carrier. Likewise, you understand OV has the right to pursue collection action against you during that period for outstanding financial balances. You agree to assign the proceeds of your personal injury claim to OV in an amount equal to the total of all sums due and you acknowledge the balance due may include additional fees relative to interest accrued, collection agency costs, and/or attorney fees (equal to 1/3 of the principal balance) if applicable.

In the event you would like OV to file with my healthcare carrier, you realize OV will require a letter from the third-party carrier stating no claim for payment has been made and that no future claim for the injury/accident will be made. Upon receipt and confirmation of this letter, OV will file to your health insurance carrier.

### Patient Financial Agreement

You agree it is your responsibility to provide OrthoVirginia with the correct billing information and you consent to the payment of medical benefits to the practice and associated medical providers. You understand that it is your responsibility to secure all necessary prior approvals, authorizations and referrals as required by my health insurance carrier.

You hereby authorize OV to release any medical information to insurance companies and appropriate third parties as determined by OV. This release will be considered valid until revoked by you in writing. You request payment of authorized Medicare benefits for all services provided by OV be made to OV. You authorize any holder of medical or other information about you to release to Medicare and its agents any information needed to determine these benefits or benefits for related services.

If the patient has any financial responsibility, OV may require a deposit prior to service. Otherwise, OV expects payment within thirty (30) days of the patient receiving a billing statement.

You agree you are financially responsible for all charges made to your account whether or not an insurance

company, attorney, or other third party payer is involved with payment. You are responsible for all co-payment and co-insurance amounts, non-covered supplies and services, and annual deductibles. OV will file insurance as a courtesy.

If you have an outstanding balance due, you agree to a prompt payment in full. If you are unable to make payment in full, you can contact OV for possible payment arrangements. In the event your account is turned over to a third party collection vendor, you grant authorization for information to be released regarding your employment status to OV or to the collection agency and/or collection attorney.

If your account, or that of the individual you are guaranteeing, should be placed with a collection agency and/or collection attorney for collection, you agree to pay, in addition to all other amounts you owe, any and all costs of collection including, within limitation, an attorney fee equal to one-third (1/3) of my outstanding balance and other costs associated with collection. If any indebtedness is not paid in full within 60 days from the date of service you agree to pay interest at a rate of 1.5% per month [18% per annum]. All returned checks will incur a returned check fee of \$50.00.

We reserve the right to charge a fee for a cancellation less than 24 hour notice or failure to keep an appointment.

### Notice of Financial Interest

OrthoVirginia, Inc. offers services and products to patients which provide an appropriate continuum of care for treating musculoskeletal concerns. OrthoVirginia has a financial interest in these services and provides them for your convenience and under OrthoVirginia ownership and supervision. These services include the following:

- Ambulatory surgical care at Memorial Regional Medical Center, The Boulders Ambulatory Surgery Center, the Bremono Road, Shrader Road and Herndon Surgery Centers, and the Surgery Center of Lynchburg. Several Northern Virginia surgeons have an ownership interest in centers in suburban Maryland.
- Physical and occupational therapy services in multiple locations.
- MRI imaging centers at the Johnston Willis, Henrico Parham, Farmville, Lynchburg and Fairfax locations.
- Ideal Protein weight loss services in Lynchburg and Northern Virginia.
- Bracing services within OrthoVirginia offices

OrthoVirginia feels these services offer quality and value but all patients have the right to choose where they will receive these services. If you prefer to choose another option, let our staff know and OrthoVirginia will work with you in providing alternate and appropriate solutions.

### Medication Prescription Policy

1. Each prescription will be for a fixed amount of medication (a limited supply will be issued for a short duration). You should take the medication exactly as prescribed. Medication will not be increased or renewed early unless the physician feels it is appropriate to do so.
2. Telephone calls for prescription refills will only be renewed by the treating physician during business hours. The on-call physician after hours will only entertain telephone calls regarding adverse reactions to your medications. Please note medication refill requests may take 48 business hours to complete.
3. We participate with, and may review, the Commonwealth of Virginia Department of Health Professions (DHP) Prescription Monitoring Program (PMP). If there is evidence of prescription pain medicines

being obtained or requested from another provider, you will not be able to request or obtain those prescriptions from our providers. In following with the Board of Medicine's new requirements for treating chronic pain (pain lasting longer than 3 months) all physicians will be required by state law to obtain urine drug screens or serum medication levels every three to six months and may consult with other prescribers and pharmacists.

4. Appointments must be kept or cancelled 24-hours prior to the scheduled time, for medications to be extended. Medications may be discontinued due to repeated cancellations or failing to show for appointments.
5. It is your responsibility to prevent loss of prescriptions or medications. Do not expect lost or stolen prescriptions or medications to be replaced, regardless of the situation. A police report is required for all claims of theft.
6. In the interest of your physical well-being, it is a strong recommendation that you be under the care of a primary care physician. OrthoVirginia physicians may prescribe medications while you are actively undergoing treatment. Our physicians do not provide long term medication management. Your primary care physician will be responsible for the medical management of your pain on a long term basis, provided he or she is in agreement with the long-term usage of pain medications.
7. You will be asked to actively participate in other recommended treatments such as physical therapy, home exercise program, procedures, testing, and/or other medications. If you are unable to participate you will need to make your physician aware of any reasons that prohibit participation. You must keep us informed of any changes in your condition such as pregnancy, change in provider, and change of pharmacy or Emergency Room visits.

There are limitations and side effects of pain medications including but not limited to sedation, dizziness, drowsiness, nausea, vomiting, constipation, physical dependence, tolerance, respiratory depression, overdose, and even death

Any deviation from this policy is at the sole discretion of the doctor and does not guarantee future deviations. Violation of any of the above can result in discontinuation of medication prescriptions and possible discharge from OrthoVirginia.

### Patient Satisfaction and Outcome Surveys

You agree to receive a patient satisfaction survey after a visit to our office. We encourage you to complete it as we use this feedback to educate our team on how we are doing. You are important to our practice and your feedback will help ensure we continue recognizing areas of opportunity that will improve your overall patient experience with us! You also agree to receive a series of outcomes surveys just before and after common orthopedic surgical procedures. You may receive the survey by mail, email or by text message. Outcomes data is the cornerstone of

assuring that our patients receive quality care, so please complete these surveys. OrthoVirginia compares your responses anonymously to national databases to offer you this assurance of quality review. Thank you in advance for taking time to respond to us.

### Permission to Authorize Treatment

Our providers will treat and care for you per our guidelines. If you fail to follow medical instructions, display disruptive behavior or have others accompanying you who display disruptive behavior, cancel or do not show for 3 or more appointments, or fail to remain current on your payments, we may terminate the patient/provider relationship. By signing our patient agreement, you are giving our providers permission to treat and care for you. You agree to follow our policies and procedures for care.

### Changes To This Notice

We reserve the right to change the terms of this notice and to make new notice provisions effective for all protected health information (PHI) that we maintain. You may ask for an updated copy at any time at our office or on our website.

### Acknowledgement and Acceptance of Policies and Procedures

I acknowledge receipt and I agree to the above stated policies and procedures of OrthoVirginia, Inc.

### Contact

If you have questions about our privacy practices, please contact us at the *Toll Free OV HIPAA Complaint and Compliance Hotline 1-888-822-1877* or by Email: [HIPAA@orthovirginia.com](mailto:HIPAA@orthovirginia.com)

