

Rights and Privacy:

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.

HIPAA:

Our office is dedicated to protecting the privacy rights of our clients and the confidential information entrusted to us. The commitment of each employee to ensure that your health information is never compromised is a principal concept of our practice. We may, from time to time, amend our privacy policies and practices but will inform you of any changes that might affect your rights.

Protecting Your Personal HealthCare Information: We use and disclose the information we collect from you only as allowed by the *Health Insurance Portability and Accountability Act (HIPAA)* and the state of Oregon.

We may use and/or disclose your health information to communicate reminders about your appointments including voicemail/answering machine messages, postcards, newsletters, and special events. Please let our staff know if it is **NOT** ok to leave messages (voice or text) at the number you provide. We send appointment reminders via Text/SMS and or email, so please opt out if this is of concern.

I understand that by establishing care, I give full consent for my provider to talk with, and send chart note updates to other members of my healthcare team, and pharmacist for continuity of my care, or in cases when legality or safety is of concern, law enforcement or appropriate agency.

Your Rights

1. **Get an electronic or paper copy of your medical record**
 - a. You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
 - b. We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.
2. **Ask us to correct your medical record**
 - a. You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
 - b. We may say “no” to your request, but we’ll tell you why in writing within 60 days.
3. **Request confidential communications**
 - a. You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
 - b. We will say “yes” to all reasonable requests.

Ask us to limit what we use or share

- a. You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- b. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

Get a list of those with whom we’ve shared information

- a. You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- b. 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’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Choose someone to act for you

- a. If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- b. We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

1. You can complain if you feel we have violated your rights by contacting us using the information on page 1.
2. 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/.
3. We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

Our Uses and Disclosures

How do we typically use or share your health information?

1. Treat you: We can use your health information and share it with other professionals who are treating you.

Example: A doctor treating you for an injury asks another doctor about your overall health condition.

2. Run our organization: We can use and share your health information to run our practice, improve your care, and contact you when necessary.

Example: We use health information about you to manage your treatment and services.

3. Bill for your services

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We must meet many conditions in the law before we can share your information for these purposes. For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

1. Help with public health and safety issues
 - a. We can share health information about you for certain situations such as:
 - b. Preventing disease
 - c. Helping with product recalls
 - d. Reporting adverse reactions to medications
 - e. Reporting suspected abuse, neglect, or domestic violence
 - f. Preventing or reducing a serious threat to anyone's health or safety
2. We can use or share your information for health research.
3. Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

4. Respond to organ and tissue donation requests
5. Work with a medical examiner or funeral director
6. Address workers' compensation, law enforcement, and other government requests
 - a. For workers' compensation claims
 - b. For law enforcement purposes or with a law enforcement official
 - c. With health oversight agencies for activities authorized by law
 - d. For special government functions such as military, national security, and presidential protective services
7. Respond to lawsuits and legal actions

- a. We can share health information about you in response to a court or administrative order, or in response to a subpoena.

8. Mental Health Information

- a. Some mental health information is subject to special confidentiality rules. In many cases, we may not disclose psychotherapy notes or certain mental health records without your written authorization unless the law specifically allows it. You may revoke your authorization at any time, except to the extent we have already relied on it.

9. HIVRelated Information

- a. Federal and state laws may provide additional protections for HIV testing and HIVrelated information. We will not disclose HIVrelated information without your written authorization unless permitted or required by law. Any disclosure we make will comply with applicable confidentiality requirements.

10. Substance Use Disorder (SUD) Treatment Records

- a. Records related to substance use disorder diagnosis, treatment, or referral are protected by federal law, including 42 C.F.R. Part 2. These laws provide heightened privacy protections beyond HIPAA. We may not use or disclose SUD treatment records without your written consent unless the law specifically permits it. When you authorize a disclosure of SUD information, you may revoke that authorization at any time, except to the extent we have already acted in reliance on it.
- b. SUD treatment records may not be redisclosed by the recipient unless allowed by federal law. Any disclosure we make that includes SUD information will contain a notice informing the recipient of these restrictions. You also have the right to request an accounting of disclosures of your SUD treatment records and to receive information about how these records are protected.

Certain types of health information receive additional privacy protections under federal and state law. These protections apply to mental health information, HIVrelated information, and substance use disorder (SUD) treatment records. We follow all applicable laws, including the HIPAA Privacy Rule, 42 C.F.R. Part 2, and any statespecific confidentiality requirements.

Our Responsibilities

We are required by law to maintain the privacy and security of your protected health information.

1. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
2. We must follow the duties and privacy practices described in this notice
3. We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

If you suspect a data breach please contact Upgrade Medical immediately.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Electronic Communications:

SMS ACKNOWLEDGEMENT:

1. These SMS Text Messaging Terms of Service (these "SMS Terms") are incorporated into all agreements between you and "Upgrade Medical" ("our organization", "us", "we"), including any agreements that are preexisting and any agreements that might be enacted contemporaneously with these SMS Terms. These texts are: **solely for informational/account-related communication**.
2. "Upgrade Medical" might use SMS text messaging, from time to time, for certain types of communication with you, including potentially for administrative issues, such as billing, or for health-related issues, such as care reminders. You may also choose between SMS/Text or email reminders.
3. You must choose to agree to receive (you "opt in" to receiving) SMS text messages from "Upgrade Medical", related to services that we are providing to you. Message and data rates may apply, and message frequency varies. You may "opt out" at any time to opt out of receiving SMS text messages from us.
- 4.

SMS text messages from "Upgrade Medical" originate from our organizational phone numbers, including: (971) 299-8350. Call sometimes originate from "Government Camp" due to cellular relay networks

EMAIL ACKNOWLEDGEMENT:

Please keep in mind that communications via email over the internet are not secure even with a secure dedicated account. The information contained in email transmissions may contain privileged and confidential information, including your patient information that is protected by federal and state privacy laws. Although it is unlikely, there is a possibility that personal health information (PHI) you include in an email can be intercepted and read by other parties besides the person to whom it is addressed. ***Please do not include personal or identifying information in any emails you send to us.***

1. Upgrade Medical attempts to limit communications in this manner and **recommends communicating directly via the secure patient portal or via a secure telehealth or in person visit.**
 - a. Should you choose to communicate utilizing unsecured emails or other forms of communication, you are acknowledging the risks for data and privacy breaches (see HIPPA & Privacy).

2. Further, should you receive information and are not the intended recipient, you are hereby notified that any review, dissemination, distribution, or duplication of that communication is strictly prohibited. Should this occur, please contact the sender by reply email and destroy all copies of the original message.
3. I understand that no one can diagnose your condition from email, text or other written communications, and communication in this manner cannot replace the relationship you have with a physician or another healthcare practitioner.

By signing/checking this acknowledgement, I am assuming the associated risks and shall indemnify and hold harmless Upgrade Medical, LLC, its officers, directors, employees, and agents, from any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with use of email, text or similar communication.

Note: this does not include communications or data sent within our electronic health record or portal which is secure and HIPAA compliant. Should you suspect a data breach please contact Upgrade Medical immediately.

Telehealth Visits:

1. I understand that telemedicine be it video or phone is the use of electronic information and communication technologies by a health care provider to deliver services to an individual when he/she is located at a different site than the provider; and hereby consent to Upgrade Medical providing health care services to me via telemedicine.
2. I understand that my provider and Upgrade Medical remain bound to both State and Federal laws regarding licensing and I am unable to access care should I reside in or be traveling in a state that my provider is not licensed in with few exceptions such as emergencies or continuity of care in specific circumstances deemed appropriate by the provider. Convenience is **NOT** considered an exception.
3. I understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine (see Privacy & HIPPA).
4. As with any healthcare service there are risks and the risks associated with telehealth may include equipment failure, poor image resolution, and security issues.
5. For convenience of accessing care, our clinic offers remote telehealth consultations between patients and clinicians via a secure video platform. Additionally, your healthcare provider may consult with other providers or specialists remotely about your care via video or phone.
6. Inherent in the use of telehealth are technological risks of disruption to the call or video connection and other technical difficulties. You or the provider may discontinue the telehealth consultation if either of you determine that technical difficulties are too disruptive to continue.
7. We take strong precautions to safeguard the privacy of your protected health information (PHI), including using only HIPAA-compliant platforms for telehealth. Nevertheless, there is an unavoidable risk of unauthorized access when sending/ receiving PHI electronically (for example, via a video feed). You are solely responsible for ensuring privacy and

confidentiality on your side - by conducting the visit in a private space where others cannot overhear and cannot see private information on the screen.

8. Some visits - specifically, those that require the clinician to be physically present with you - are not suitable for telehealth. Your provider may ask that you schedule an in-person visit for any issues that require in-person evaluation or treatment. Telehealth is not a substitute for emergency care. If you need urgent care, call 911 or go to the nearest urgent care facility.
9. You are responsible for the cost of your telehealth consultation. If you are seeking insurance payment or reimbursement for the visit, note that insurance companies may require that you participate in the telehealth consultation from a hospital, a mental health facility, a physician's office, an adult care facility, or your home.
10. I understand that I have the right to withhold or withdraw my consent to the use of telemedicine during my care at any time, without affecting my right to future care or treatment. I may revoke my consent orally or in writing at any time by contacting UPGRADE MEDICAL, LLC. If this consent is in force (has not been revoked) Upgrade may provide health care services to me via telemedicine without the need for me to sign another consent form.

Updates to Policies:

We reserve the right to update this addendum at any time. Any changes will be posted on our website with an updated effective date.

Thank you for trusting Upgrade Medical to be a part of your healthcare team.

By signing/checking the associated acknowledgement, I understand and agree to the conditions described herein and agree to comply with the terms.