

# Saddleback

## Family & Urgent Care

### TERMS OF USE AND PATIENT ACKNOWLEDGEMENT AND CONSENT

PLEASE READ AND INDICATE YOUR ACCEPTANCE BY CLICKING THE "ACKNOWLEDGE AND CONSENT" CHECKBOX FOR THE TERMS OF USE, PATIENT ACKNOWLEDGEMENT & CONSENT, AND NOTICE OF PRIVACY PRACTICES BELOW (the "AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS OF USE OR THE PATIENT ACKNOWLEDGEMENT AND CONSENT AND NOTICE OF PRIVACY PRACTICES, DO NOT USE THE SERVICES.

Welcome to **Saddleback Family & Urgent Care**, a Vituity urgent care and telemedicine service (the "Service"). To use the Service, you must agree to be bound by all of the terms of use of this end user agreement. By clicking the "ACKNOWLEDGE AND CONSENT" checkbox, you are indicating that you agree to be bound by all of the terms in this Agreement. If you do not agree to this Agreement, you are not authorized to access or use this website. You may, alternatively, seek assistance in our urgent care office.

Please print and keep a copy of this Agreement for your records. Vituity may, from time to time, at its convenience, change the terms of this Agreement. It is your responsibility to review these terms each time you use this website.

General Disclaimer. This Service is a convenience tool and the data it collects is not medical advice and does not replace the medical advice of the health care provider or professional related to the individual whose data has been collected. This information, in the absence of review in a treatment and diagnosis consultation by a healthcare professional, is general information only.

## Terms of Use

IMPORTANT INFORMATION ABOUT YOUR USE OF THE SERVICE:

**DO NOT USE THIS SITE FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, CALL 911 IMMEDIATELY.** The third-party technology provider platform utilized by Vituity to provide Services is not itself a medical provider and is not responsible for the medical advice and Service provided to you by Vituity. Your interactions with Vituity via the Service are not intended to take the place of your relationship with your regular health care practitioners. Vituity suppliers or any third parties who promote the Service on its behalf or provide you with a link to the Service shall not be liable for any professional advice you obtain from a healthcare provider via the Service. You acknowledge that your reliance on information provided by the Service is solely at your own risk and you assume full responsibility for all risk associated therewith.

You hereby certify that you are physically located in the State you choose/have chosen as your current location. You acknowledge that your ability to access and use the Service is conditioned upon the truthfulness of this certification and that the providers you access are relying upon this certification in order to interact with you. In the event that your certification is inaccurate, you agree to indemnify Vituity, its third-party technology platform provider and the providers you interact with from any resulting damages, costs or claims.

### Overview of Telemedicine Service

Telemedicine involves the use of electronic communications to enable health care providers at sites remote from patients to provide consultative services. Providers may include urgent care practitioners, primary care practitioners, specialists, and/or subspecialists. The information may be used for diagnosis, therapy, follow-up and/or education, and may include live two-way audio and video and other materials (e.g. medical records, data from medical devices).

The communications systems used will incorporate network and software security protocols to protect the confidentiality of patient information and will include reasonable measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

An encounter summary will be provided to the patient at the end of each encounter which may be kept for the patient's records and may be shared with other providers for treatment purposes or as otherwise permitted or required by law.

## Anticipated Benefits of Telemedicine

1. Improved access to medical care by enabling a patient to remain at his or her home or office while consulting a clinician.
2. More efficient medical evaluation and management.

## Possible Risks of Telemedicine

As with any medical procedure, there are potential risks associated with the use of telemedicine. Vituity believes that the likelihood of these risks materializing is very low. These risks may include, without limitation, the following:

1. Delays in medical evaluation and consultation or treatment may occur due to deficiencies or failures of the equipment.
2. Security protocols could fail, causing a breach of privacy of personal medical information.
3. Lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other negative outcomes.

I understand that the laws that protect privacy and the confidentiality of medical information also apply to telemedicine. I have received the Notice of Privacy Practices (“NPP”) included at the end of this notice, which explains how Vituity may use and disclose confidential health information for treatment, payment, and healthcare operations, including for substance abuse, psychiatric care, or HIV, if applicable, as explained in the NPP.

## Website Content

Other than information received directly by you from providers, the content on the website should not be considered medical advice. You should always talk to an appropriately qualified health care professional for diagnosis and treatment, including information regarding which medications or treatment may be appropriate for you. None of the content on this website represents or warrants that any particular medication or treatment is safe, appropriate, or effective for you. Without limitation, Vituity does not recommend or endorse any specific tests, medications, products or procedures.

## Security

Vituity, through its third-party technology platform provider, has implemented a variety of commercially standard encryption and security technologies and procedures to protect your personal information which is stored in its computer systems from unauthorized access. We also maintain standard physical and technical procedural safeguards that limit access to your personal information to our employees (or people working on our behalf and under

confidentiality agreements) who, through the course of standard business activities, need to access your personal information.

Access to the Service is enabled only by usernames and passwords. You should maintain your username and password in strict confidence. In no event should you share your username or password with any third party or allow another person to access the Service using your username and password. Please notify Vituity if you have any reason to believe that your username or password has been lost, compromised, or misused in any way. You are fully and solely responsible for any and all use of the Service using your username and password. Vituity reserves the right to revoke or deactivate your username and password at any time and for any reason.

### **Account Enrollment**

To access the Service, you must first establish an individual user account ("Account"), by providing certain information. With the exception of subaccounts established for minor children of whom you are a parent or legal guardian, you agree that you will not create more than one Account, or create an account for anyone other than yourself without first receiving permission from the other person. In exchange for your use of the Service and, if applicable, in order for Vituity to send notices to you, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by our Account enrollment form; and (ii) each time you log on, maintain and promptly update such Account information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such Account information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your Account and refuse any and all current or future use of the Service. You represent and warrant that you are at least 18 years of age and possess the legal right and ability, on behalf of yourself or a minor child of whom you are a parent or legal guardian, to agree to this Agreement.

### **Acceptable Use**

You agree not to access or use the Service in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes this Agreement. You shall not electronically record the service in any manner. You shall not post, use, store or transmit (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others. You shall not attempt to disrupt the operation of the Service by any method, including through use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You shall not use the Service in any manner that could damage, disable or impair the Service. You shall not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password

mining or any other means. You shall not use any robot, scraper or other means to access the Service for any purpose.

## **Operation and Record Retention**

Vituity and its third-party provider reserves complete and sole discretion with respect to the operation of the Service. Vituity, through its third-party provider, may, among other things withdraw, suspend or discontinue any functionality or feature of the Service. Subject to applicable law, Vituity reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Service pursuant to its internal record retention and/or destruction policies.

## **Communications**

As a Saddleback Family and Urgent Care patient, you also agree to receive emails and text messages from us that will include updates on our clinic, general health news, and business updates. By signing up you agree to [Vituity's Privacy Policy](#). Please also review our [CCPA Point of Collection Notice](#) which informs you of the categories of Personal Information that we collect and the purposes for which those categories of Personal Information are used. You can unsubscribe at any time using the link included on all emails or using our webform.

## **Links**

Areas of the Service or Vituity's portal may contain links to other web sites. Please note that when you click on any of these links, you are entering another web site for which we have no responsibility or control. The inclusion of any link does not imply affiliation, endorsement or adoption by us of the linked site or any medical or other information contained therein. We encourage you to read the terms and conditions, data-gathering practices and privacy policies of all linked sites to which you may be bound, as they may materially differ from ours. You agree that we shall not be responsible for any loss or damage of any sort incurred as a result of any such links or as the result of the presence of such links on this site. It is up to you to take precautions to ensure that whatever linked material you select is free of items such as viruses, worms, Trojan horses and other destructive items.

## **Intellectual Property**

All of the content available on or through the Service is the property of Vituity or its licensors and is protected by copyright, trademark, patent, trade secret and other intellectual property law. We give you permission to display, download, store and print the content only for your personal, non-commercial use. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through the Service to anyone. All software and accompanying documentation made available for download from the Service is the copyrighted work of Vituity or its licensors. Any copy made of information obtained through the Service must include all applicable copyright notices.

Vituity™ is a trademark of CEP America, LLC. © 2018 CEP America, LLC, All Rights Reserved.

All CEP America trade and service names, including, but not limited to "Vituity®," are trademarks of CEP America, LLC. All other brands and names are the property of their respective owners, including those related to CEP America's third-party technology platform provider. Nothing contained in the Service should be construed as granting any license or right to use any trademark displayed on this site without the express written permission of CEP America or such third-party that may own the trademark.

Subject to the terms of this Agreement, Vituity through its third party technology platform provider, hereby grants you a limited, revocable, non-transferable and non-exclusive license to use the software, network facilities, content and documentation on and in the Service to the extent, and only to the extent, necessary to access and use the Service.

The license granted herein does not permit you, and you agree not to: (a) modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service or allow a third party, whether directly or indirectly (including, but not limited to the direct or indirect use of wizards, agents, bots, or other utilities), to modify, translate, reverse engineer, disassemble, decompile or create derivative works of the Service; or (b) transfer, distribute, sell, lease, rent, disclose or provide access to the Service to any third party or use the Service to provide service bureau, time sharing or other services to third parties.

## **Disclaimers**

ACCESS TO THE SERVICE AND THE INFORMATION CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Vituity AND ITS THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, Vituity DOES NOT WARRANT THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES Vituity MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE SERVICE OR ANY OF THE INFORMATION CONTAINED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE AND YOUR RELIANCE UPON ANY OF ITS CONTENTS IS AT YOUR SOLE RISK.

YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO THE SERVICE OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE SERVICE CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME OR PASSWORD. Vituity CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS

INFRASTRUCTURE, OR THE INTERNET OR FOR YOUR MISUSE OF ANY PROTECTED HEALTH INFORMATION, ADVICE, IDEAS, INFORMATION, INSTRUCTIONS OR GUIDELINES ACCESSED THROUGH THE SERVICE.

### **Limitations of Liability**

IN THE EVENT OF ANY PROBLEM WITH THE SERVICE OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SERVICE. UNDER NO CIRCUMSTANCES SHALL Vituity, ITS THIRD PARTY TECHNOLOGY PLATFORM PROVIDER OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE BE LIABLE IN ANY WAY FOR YOUR USE OF THE SERVICE OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT.

UNDER NO CIRCUMSTANCES SHALL Vituity, ITS THIRD PARTY TECHNOLOGY PLATFORM PROVIDER OR SUPPLIERS OR ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE, BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICE, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY RELEASE AND HOLD Vituity, ITS THIRD PARTY TECHNOLOGY PLATFORM PROVIDER, SUPPLIERS AND PROVIDERS AND ANY THIRD PARTY WHO PROMOTES THE SERVICE OR PROVIDES YOU WITH A LINK TO THE SERVICE HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE. YOU WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE.

YOU ACKNOWLEDGE AND AGREE THAT Vituity's THIRD PARTY TECHNOLOGY PLATFORM PROVIDER IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT IT IS NOT DETERMINING APPROPRIATE MEDICAL USE OF THE SERVICE. IT, ITS LICENSORS, SUPPLIER AND ALL THIRD PARTIES WHO PROMOTE THE SERVICE OR PROVIDE YOU WITH A LINK TO THE SERVICE EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM THE DELIVERY OF HEALTHCARE VIA THE SERVICE, INCLUDING, BUT NOT LIMITED TO LIABILITY FOR MEDICAL MALPRACTICE. Vituity IS THE PARTY PROVIDING THE TELEMEDICINE SERVICE.

## **International Use**

The Service is designed for and intended for users in the United States. Vituity makes no representation that the information and services provided on the Service are applicable to, appropriate for, or available to users in locations outside the United States. Accessing the Service from territories where the content is illegal is prohibited. If you choose to access the site from a location outside the U.S., you do so on your own initiative, and you are responsible for compliance with local laws.

## **Termination**

Vituity or its' third-party technology platform provider, if directed by Vituity, may suspend or terminate your access to the Service at any time, for any reason or for no reason at all. Vituity has the right (but not the obligation) to refuse to provide access to the Service to any person, agency or organization at any time, for any reason or for no reason at all, in our sole discretion. Vituity reserves the right to change, suspend, or discontinue all or part of the Service, temporarily or permanently, without prior notice. Vituity reserves the right to delete or change any username or password at any time, for any reason or for no reason at all.

## **Indemnification**

Without limiting the generality or effect of other provisions of this Agreement, as a condition of use, you agree to indemnify, hold harmless, and defend Vituity, its third party technology platform provider, and its parents, subsidiaries, affiliates, licensors, suppliers and their officers, directors, affiliates, subcontractors, agents and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages (including reasonable attorney's fees) incurred by any Indemnified Party in connection with any third party claims arising out of: (i) your failure to comply with any applicable laws and regulations; and (ii) your breach of any of its obligations set forth in this Agreement.



## Electronic Contracting and Notices

Your assent to the terms of this Agreement by clicking the "AGREE" checkbox. You agree that we may send to you in electronic form any privacy or other notices, disclosures, reports, documents, communications or other records regarding the services (collectively, "Notices"). We can send you electronic Notices (1) to the e-mail address that you provided to us during registration, or (2) by posting the Notice on the Service or otherwise through our site. The delivery of any Notice from us is effective when sent by us, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. You can withdraw your consent to receive Notices electronically by canceling or discontinuing your use of the applicable service.

### Patient Acknowledgement And Consent

By clicking the applicable "ACKNOWLEDGE AND CONSENT" checkbox below, I am indicating that I have reviewed and acknowledge and consent to the terms described below:

- 1. Consent to Health Care Services:** I am requesting that health care services be provided to me (or my minor child or the patient named below) by Vituity. I voluntarily consent to all medical treatment and health care-related services that the providers at Vituity consider to be necessary for me (or the patient named below). These services may include diagnostic, therapeutic, imaging, and laboratory services, including HIV testing. If I want any HIV testing to be performed anonymously, I will tell my Vituity provider. My blood may be used to perform routine quality assurance testing. I am aware that the practice of medicine is not an exact science; no guarantees have been made to me about the results of treatments or examinations.
- 2. Financial Responsibility:** As applicable, I agree to the following:
  - (a)(i). Subject to applicable law and the terms and conditions of any applicable contract between Vituity and a third-party payer, and in consideration of all health care services rendered or about to be rendered to me, I agree to be financially responsible and obligated to pay Vituity for any balance not paid under the "Assignment of Benefits/Third Party Payers" paragraph below.
  - (a)(ii). Subject to applicable law, and in consideration of all health care services rendered or about to be rendered to me, I agree to be financially responsible and obligated to pay Vituity for the patient balances due; and (b) I authorize the facility and all clinical providers who have provided care to me, along with any billing services, collection agencies or other agents who may work on their behalf, to contact me on my cell and/or other phone number provided for healthcare and billing purposes. I consent to receive communication, including but not limited to billing information, in any manner, including automated emails, voicemails, written and/or electronic statements, text messages, autodialed calls and pre-recorded messages.
- 3. Assignment of Benefits/ Third-Party Payers:** In consideration of all health care services rendered or about to be rendered to me, I hereby assign to Vituity all right, title, and

interest in and to any third-party benefits due from any and all insurance policies and/or responsible third-party payers of an amount not exceeding Vituity's regular and customary charges for the health care services rendered. I authorize such payments from applicable insurance carriers, third party payers, and other third parties. A list of usual and customary charges is available upon request. I consent to any request for review or appeal by Vituity to challenge a determination of benefits made by a third-party payer. Except as required by law, I assume responsibility for determining in advance whether the services provided are covered by insurance or other third-party payer.

4. **Uses and Disclosures of Health Information:** I have received Vituity's Notice of Privacy Practices, which is included below. The Notice of Privacy Practices explains how Vituity may use and disclose confidential health information that identifies me. I consent to let Vituity use and disclose health information about me as described in the Notice of Privacy Practices. In doing so, I consent to the release of my health information and financial account information to all third-party payers and/or their agents that are identified by Vituity, its billing agents, collection agents, attorneys, consultants, and/or other agents that represent Vituity or provide assistance to Vituity for the purposes of securing payment from all parties who are potentially liable for payment for my health care, including for substance abuse, psychiatric care, or HIV, if applicable. I can revoke my consent in writing at any time, except to the extent that Vituity has already relied on my consent.
5. I understand that telemedicine may involve electronic communication of my personal medical information to medical practitioners who may be located in other areas, including out of state or from Vituity to me. I consent to receive secure email and/or other electronic communications that may contain my protected health information from Vituity. I further accept the risk that my personal Internet service provider may not provide adequate security to prevent theft or inadvertent disclosure of my protected health information.
6. I understand that my healthcare information may be shared with other individuals for treatment, payment and healthcare operations purposes. Psychotherapy notes are maintained by clinicians but are not shared with others, while billing codes and encounter summaries are shared with others and with me. If I obtain psychotherapy from Vituity, with proper signed Authorization, I understand that my therapist has the right to limit the information provided to me if in my therapist's professional judgment sharing the information with me would be harmful to me or to others.

## **Miscellaneous**

This Agreement shall be governed by the laws of the State of California without regard to its rules on conflicts or choice of law. You hereby consent to the exclusive jurisdiction of the courts of the State of California for the resolution of any dispute based upon or relating to this Agreement. This Agreement constitutes the sole Agreement between you and Vituity relating to your use and our provision of the Service and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this Agreement shall bind either you or Vituity. Any of the terms of this Agreement which are determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement or affecting the validity or enforceability of the Agreement as a whole. Failure to insist on performance of any of the terms of the Agreement will not operate as a waiver of any subsequent default. No waiver by Vituity of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part. This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. Except as otherwise specifically provided herein, this Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by the parties.

A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

# NOTICE OF PRIVACY PRACTICES (NPP) - FORM 13.G.1.

## **Your Information. Your Rights. Our Responsibilities.**

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.

### **You have the right to:**

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

### **Your Choices**

You have some choices in the way that we use and share information with family and friends about your condition.

### **Our Uses and Disclosures**

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

**We will not market or sell your health information.**

## **Your Rights**

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

### **To obtain an electronic or paper copy of your medical record**

- 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.
- 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.

### **Ask us to correct your medical record**

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

### **Request confidential communications**

- 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.
- We will say “yes” to all reasonable requests.

### **Ask us to limit what we use or share**

- 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.
- 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**

- You can ask for a list (and “accounting of disclosures”) 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.

- 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.

### **Get a copy of this privacy notice**

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

### **Choose someone to act for you**

- 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.
- 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**

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

### **Your Choice**

You can tell us your choices about what we share with your family, close friends, or others involved in your care. If you have a clear preference for how we share your information, 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?

We typically use or share your health information in the following ways.

### 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.

### 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.

### Bill for your services

We can use and share your health information to bill and get payment from health plans or other entities.

*Example: We give information about you to your health insurance plan so it will pay 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 have to 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](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

### Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

### **Do research**

We can use or share your de-identified information for health research. De-identified information means information which does not reveal your identity.

### **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.

### **Respond to organ and tissue donation requests**

We can share health information about you with organ procurement organizations.

### **Work with a medical examiner or funeral director**

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

### **Address workers' compensation, law enforcement, and other government requests**

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

### **Respond to lawsuits and legal actions**

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

#### **Our Responsibilities**

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.



- 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.

**For more information, see:**

[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

### **Changes to the Terms of this Notice**

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our website.

### **Compliance and Privacy Officer Contact Information**

Contact: Emily Wang Zahn at [Compliance@vituity.com](mailto:Compliance@vituity.com) or at [1-877-3ETHICS] (1-877-338-4427)

Saddleback Family & Urgent Care  
dba Vituity  
2100 Powell Street, Suite 400  
Emeryville, CA 94608

**Effective Date of this Notice: June 22, 2021**