

# FLORIDA PEDIATRIC ASSOCIATES, LLC

## LEVITT EYE CARE

*a Division of Florida Pediatric Associates*

### NOTICE OF PRIVACY PRACTICES

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

Updated 09/01/2024

#### OUR COMMITMENT TO YOUR PRIVACY

Thank you for visiting a division of Florida Pediatric Associates, LLC (collectively referred to as “Florida Pediatric Associates”, “we,” or “us”). Florida Pediatric Associates is dedicated to maintaining the privacy of your/your child’s health information. We are required by law to maintain the confidentiality of your/your child’s health information, provide you with this Notice of our legal duties and the privacy practices that we maintain concerning your/your child’s health information, and to notify you of a breach of your unsecured health information. We are required to follow the terms of this Notice that are in effect at the time.

**Applicability and Changes to this Notice.** The terms of this Notice apply to all records containing your/your child’s health information that are created or retained by us. This Notice will be followed by all divisions of Florida Pediatric Associates, health care professionals, employees, medical staff, and other individuals providing services at Florida Pediatric Associates. A complete list of our current division locations at the following website address: <https://floridapediatrics.com/associates/>. We reserve the right to revise or amend this Notice. Any revision or amendment to this Notice will be effective for all of your medical records that we have created or maintained in the past, and for any of your records that we may create or maintain in the future. We will post a current copy of this Notice on our website. You may also request a copy of the current Notice at any time by reaching out to us at the contact information provided at the end of this Notice.

#### YOUR RIGHTS

When it comes to your/your child’s health information, you have certain rights. This section explains your rights and some of our responsibilities to help you exercise those rights.

**Right to Inspection and Copies.** You have the right to get an electronic or paper copy of your/your child’s medical records, billing records, and other records maintained by us that are used to make decisions about you/your child. This right does not include psychotherapy notes or health information that is not part of your designated record set. To obtain copies or request inspection of your/your child’s health information, or request that we send such records to a third party, we require that you submit your request in writing to the manager or administrator at the Florida Pediatric Associates location where you/your child is receiving treatment. We may charge a reasonable fee that will be in compliance with applicable law. We may deny your request to inspect and/or copy your/your child’s medical records only in limited circumstances. If your request is denied, in some instances you may request a review of our denial. Another licensed health care professional chosen by us will conduct such reviews and we will follow their findings.

**Right to Request an Amendment.** You can ask us to correct your/your child’s health information if you believe it is incorrect or incomplete for as long as we have the information. To request an amendment, your request must be made in writing and submitted to the Privacy Officer whose contact information is included at the end of this Notice. Please provide us with a reason that supports your request for amendment. If we agree to the amendment request, we will notify you and amend your/your child’s health information. Please note that we cannot delete information contained in medical records and the change requested by you will be made as an addendum to the existing record. In certain circumstances, we may deny your request. If your request is denied, we will inform you in writing and explain your rights.

**Right to an Accounting.** You can ask for a list (accounting) of the times we’ve shared your/your child’s health information for six years prior to the date of your request, 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).

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We will provide one accounting per calendar year for free but may charge a reasonable, cost-based fee if you ask for another one before the next calendar year. To request an accounting, submit your request in writing to the Privacy Officer whose information is contained at the end of this Notice.

**Right to Request Restrictions.** 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 we agree to your request, our agreement will be in writing, and we will comply with the restriction unless the information is needed to provide you with emergency care or we are required or permitted by law to disclose it. 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.

**Right to 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 agree to all reasonable requests. To request a type of confidential communication, you must make a written request to the Privacy Officer (see contact information at the bottom of this Notice) specifying the requested method of contact for billing purposes, or the location where you wish to be contacted. You do not need to give a reason for your request.

**Right to a Paper Copy of This Notice.** You are entitled to receive a paper copy of this Notice at any time, even if you agreed to receive the Notice electronically. We will provide you with a paper copy promptly.

**Right to File a Complaint.** If you believe your privacy rights have been violated, you may file a complaint with us by contacting the Privacy Officer whose contact information is included at the end of this Notice. All complaints must be submitted in writing, unless a reasonable accommodation is needed. You also have the right to file a complaint with the Secretary of the Department of Health and Human Services, Office for Civil Rights. We will not retaliate against you for filing a complaint.

**Right to a Personal Representative.** Personal Representatives (including parents and legal guardians) can exercise the rights described in this Notice. If you have given someone the legal authority to exercise your rights and choices covered by this Notice, we will honor such requests once we verify their authority. This Notice also applies to minors, disabled adults, or others that are not able to make health care decisions for themselves and individuals that choose to designate someone to act on their behalf. There are also some situations under State Law where prior authorization of a minor patient is required before certain actions can be taken related to their health information. We comply with applicable State Laws related to the confidentiality of information related to minors.

## YOUR CHOICES

In some cases, you can tell us your choices about what health information we share, and who we share it with.

**Family Members & Friends.** We may disclose you/your child’s health information to individuals who you have chosen to involve in your/your child’s medical care unless you object. For example, if you have involved your child’s caretaker in your child’s medical appointments, the caretaker may have access to your child’s health information unless you object. In We may also share your/your child’s information when needed to lessen a serious and imminent threat to health or safety.

**Disaster Relief.** Subject to any additional limitations under State Law, in the event of a disaster we may disclose your/your child’s health information to organizations assisting in disaster relief efforts unless you tell us not to, and that decision will not interfere with our ability to respond in emergency circumstances.

**Disclosures Requiring Your Authorization.** Uses and disclosures that are not identified by this Notice will be made only with your written authorization. Certain types of sensitive information are afforded additional protections under Federal and State Laws and with limited exceptions, will be made only with your written authorization. We will never sell or use your/your

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child's health information for marketing purposes without your authorization. Most uses and disclosures of psychotherapy notes require your prior authorization. Any authorization you provide to us regarding the use and disclosure of your/your child's health information may be revoked at any time by notifying us in writing. After you revoke your authorization, we will no longer use or disclose your/your child's health information for the reasons described in the authorization. However, uses and disclosures made before we receive the revocation will not be affected as we cannot take back any disclosures already made.

**Fundraising.** We may contact you for fundraising efforts, but you will be given an opportunity to opt-out of further fundraising communications.

### USES & DISCLOSURES OF YOUR INFORMATION

We may use or share your/your child's health information in the following ways.

**Treatment.** We may use your/your child's health information as needed to provide you with medical treatment and share it with other professionals who are treating you/your child. For example, we may use and disclose your/your child's health information to order laboratory tests or prescriptions, to assist other health care providers in their treatment of you/your child, or to inform you of potential treatment alternatives or programs.

**Payment.** We may use and disclose health information to bill and collect payment for the services and items provided by us. For example, we may share your/your child's health information with your health insurance plan so it will pay for the services provided. We may also disclose your/your child's health information with other health care providers to assist in their billing and collection efforts.

**Health Care Operations.** We may use and disclose your/your child's health information to operate our practice, improve your/your child's care, and contact you when necessary. For example, we may use or disclose your/your child's health information to evaluate the quality of care you received from us, or to conduct cost-management and business planning activities. In some circumstances, and subject to any additional restrictions under State Law, we may also share health information with other health care providers for their health care operations.

**Health Information Exchanges.** We may participate in one or more Health Information Exchanges ("HIE"). HIEs allow health care entities participating in the same HIE to quickly share health information as necessary to support timely care coordination and quality health care. For example, your/your child's health information related to a recent hospital visit may be shared via a HIE with us so that we can promptly coordinate necessary follow-up treatment with you. If we participate in a HIE, we will follow applicable State Law related to consent and/or opt-out requirements.

**Research.** If the location where you/your child receives health care services from us participates in clinical research, we may use or share your/your child's health information for research purposes and medical records may be reviewed to determine whether you/your child may be eligible to participate in certain research studies. We have to meet many conditions in the law before we can share your/your child's information for research purposes, including for example, ensuring your/your child's identity is protected, obtaining approval by an institutional review board, and/or obtaining prior authorization from you.

### OTHER USES & DISCLOSURES

**Public Health & Safety.** Subject to certain conditions, we can share your/your child's health information for the following purposes:

- 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

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**Compliance with Law.** We will share your/your child's health information if state or federal laws require it, including with the Department of Health and Human Services for the purpose of confirming our compliance with federal privacy laws.

**Organ & Tissue Donation Requests.** Subject to applicable State Law and where applicable, we may share your/your child's health information with organ procurement organizations.

**Medical Examiners and Funeral Directors.** We may share health information with a coroner, medical examiner, or funeral director when an individual dies when needed to fulfill their legal obligations under State Law.

**Workers' Compensation.** We may release your/your child's health information for workers' compensation and similar programs subject to the requirements of State Law.

**Law Enforcement & Other Government Requests.** We may share health information for law enforcement purposes or with law enforcement officials when permitted by law. We may also share health information with health oversight agencies for activities authorized by law, and for special government functions such as military, national security, and presidential protective services.

**Court Orders and Subpoenas.** We can share your/your child's health information in response to a court or administrative order, or in response to a subpoena. We will comply with applicable State Laws when certain information is afforded additional protections.

**Electronic Communications Not Secure.** We provide mechanisms that can be used by you to communicate with us via secure electronic messaging platforms. Using any unsecure electronic communication methods (such as regular email) to communicate with us can present risks to the security of information. These risks include possible interception of information by unauthorized parties, misdirected emails, shared accounts, message forwarding, or storage of the information on unsecured platforms and/or devices.

We do not recommend communicating with us via unsecured email or text message. We recognize, however, that there may be times when you choose to communicate with us using unsecure email or standard text messaging for convenience purposes. If you provide us with an email address or mobile phone number, we may communicate with you using unsecured text or email related to general information or reminders. You will be provided with an opportunity to opt-out of these communications and can also opt-out at any time by notifying us at the contact information included below. By choosing to correspond with us via unsecure electronic communication platforms, you acknowledge and accept the risks involved and understand that you are responsible for any charges applied by your telecommunications carrier. The use of any form of electronic messaging is not appropriate for medical emergencies.

**Question & Concerns.** If you have any questions about this Notice or would like to notify us of a privacy concern, please contact:

Compliance Officer  
Florida Pediatric Associates, LLC  
1800 Dr. Martin Luther King Jr. Street North  
St. Petersburg, FL 33704  
[icomply@floridapediatrics.com](mailto:icomply@floridapediatrics.com)  
(866)-635-8765