Last updated: October 15, 2024

DIAGNOSTIC ULTRASOUND ASSOCIATES, P.C.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE OF PRIVACY PRACTICES ("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.

We are required by law to protect the privacy of health information that may reveal your identity, and to provide you with a copy of this Notice which describes the health information privacy practices of Diagnostic Ultrasound Associates, P.C. ("DUA"). A copy of our current Notice will always be posted in our reception area.

If you have any questions about this Notice or would like further information, please contact Jeanne Barry at 617-739-0245.

WHAT HEALTH INFORMATION IS PROTECTED

We are committed to protecting the privacy of information we gather about you while providing health-related services. Some examples of protected health information are:

- information indicating that you are a DUA patient or receiving treatment or other health-related services from DUA;
- information about your health condition (such as a disease you may have);
- information about health care products or services you have received or may receive in the future (such as an ultrasound examination); or
- information about your health care benefits under an insurance plan (such as whether an ultrasound examination is covered);

when combined with:

- demographic information (such as your name, address, or insurance status);
- unique numbers that may identify you (such as your social security number, your phone number, or your driver's license number); or
- other types of information that may identify who you are.

REQUIREMENT FOR WRITTEN AUTHORIZATION

We will obtain your written authorization before using your health information or sharing it with others outside DUA, except as we describe in this Notice or as otherwise permitted by HIPAA. You may also initiate the transfer of your records to another person by completing a written authorization form. If you provide us with written authorization, you may revoke that written authorization at any time, except to the extent that we have already relied upon it. To revoke a written authorization, please write to Jeanne Barry at Diagnostic Ultrasound Associates, P.C., 1 Brookline Place, Suite 506, Brookline, MA 02445.

HOW WE MAY USE AND DISCLOSE YOUR HEALTH INFORMATION WITHOUT YOUR WRITTEN AUTHORIZATION

There are some situations when we do not need your written authorization before using your health information or sharing it with others. They are (unless otherwise noted):

1. **Treatment, Payment, and Health Care Operations.**

DUA may use your health information, and with your consent may share it with others in order to provide health care services to you, obtain payment for those services, and run DUA's normal business operations. Your health information may also be shared with affiliated medical practices and health care providers so that they may jointly perform certain payment activities and business operations along with our medical practice. In some cases, we may also disclose your health information for payment activities and certain business operations of another health care provider or payor. Below are further examples of how your information may be used without your written authorization, and with your consent disclosed, for these treatment, payment, and normal business operations.

Treatment. We may share your health information with doctors or sonographers in our medical practice who are involved in taking care of you, and they may in turn use that information to diagnose or treat you. A doctor in our medical practice may share your health information with another doctor inside our medical practice, or, with your consent, with someone at another medical practice or hospital, to determine how to diagnose or treat you. With your consent, your doctor may also share your health information with another doctor to whom you have been referred for further health care.

Payment. We may use your health information or, with your consent, share it with others so that we obtain payment for your health care services. For example, we may share information about you with your health insurance company in order to obtain reimbursement after we have treated you. In some cases, we may share information about you, with your consent, with your health insurance company to determine whether it will cover your treatment.

Health Care Operations. We may use your health information or, with your consent, share it with others in order to conduct our business operations. For example, we may use your health information to evaluate the performance of our staff in caring for you, or to educate our staff on how to improve the care they provide for you.

Appointment Reminders, Treatment Alternatives, Benefits and Services. In the course of providing treatment to you, we may use your health information to contact you with a reminder that you have an appointment for treatment or services. We may also use your health information in order to recommend possible treatment alternatives or health-related benefits and services that may be of interest to you.

Business Associates. We may disclose your health information to contractors, agents and other business associates who need the information in order to assist us with obtaining payment or carrying out our business operations. For example, we may share your health information with a billing company that helps us to obtain payment from your insurance company. Another example is that we may share your health information with an accounting firm or law firm that provides professional advice to us about how to improve our health care services and comply

with the law. If we do disclose your health information to a business associate, we will have a written contract to ensure that our business associate also protects the privacy of your health information.

2. **Friends and Family Involved In Your Care.** We may share your health information with a family member, relative, close personal friend, and/or others identified by you, who are involved in your care or payment for that care, when you are present for, or otherwise available prior to, the disclosure, and you do not object to such disclosure after being given the opportunity to do so. We also may disclose your health information to such person(s) with your verbal agreement or written consent. If you are incapacitated or in an emergency circumstance, the health care providers at DUA may exercise their professional judgment to determine whether a disclosure is in your best interest. If DUA discloses your health information in such event, DUA would disclose only health information that we believe is directly relevant to the person's involvement with your health care or with payment related to your health care. We also may disclose your health information in order to notify (or assist in notifying) such persons of your location, general condition or death.

3. **Emergencies or Public Need.**

As Required By Law. We may use or disclose your health information if we are required by law to do so. We also will notify you of these uses and disclosures if notice is required by law.

Public Health Activities. We may disclose your health information to authorized public health officials (or a foreign government agency collaborating with such officials) as required by law so they may carry out their public health activities under law, such as controlling disease or public health hazards. We may also disclose your health information to a person who may have been exposed to a communicable disease or be at risk for contracting or spreading the disease if a law permits us to do so. We may also release your health information to government disease registries as required by law. And finally, we may release some health information about you to your employer if your employer hires us to provide you with a physical exam and we discover that you have a work-related injury or disease that your employer must know about in order to comply with employment laws, and to your insurer and/or the Massachusetts Industrial Accident Board (and any party involved in the Workers' Compensation matter) as required under laws addressing work-related illnesses and injuries or workplace medical surveillance.

Victims of Abuse, Neglect, or Domestic Violence. We may release your health information as required by law to a public health authority that is authorized to receive reports of abuse, neglect, or domestic violence.

Health Oversight Activities. We may release your health information as required by law to government agencies authorized to conduct audits, investigations, and inspections of our office. These government agencies monitor the operation of the health care system, government benefit programs such as Medicare and Medicaid, and compliance with government regulatory programs and civil rights laws.

Product Monitoring, Repair and Recall. We may disclose your health information to a person or company that is regulated by the Food and Drug Administration for the purpose of: (1) reporting or tracking product defects or problems; (2) repairing, replacing, or recalling defective

or dangerous products; or (3) monitoring the performance of a product after it has been approved for use by the general public.

Lawsuits and Disputes. We may disclose your health information if we are ordered to do so by a court or administrative tribunal that is handling a lawsuit or other dispute or pursuant to other lawful process.

Law Enforcement. We may disclose your health information to law enforcement officials for certain reasons, such as complying with court orders or a grand jury or administrative subpoena accompanied by a court order, assisting in the identification of fugitives or the location of missing persons, or if necessary to report a crime that occurred on our property, as required by law.

To Avert A Serious And Imminent Threat To Health Or Safety. We may use your health information or share it with others when necessary to prevent a serious and imminent threat to your health or safety, or the health or safety of another person or the public. In such cases, we will only share your information with someone able to help prevent the threat, including the target of the threat. We may also disclose your health information to law enforcement officers if you tell us that you participated in a violent crime that may have caused serious physical harm to another person, or if we determine that you escaped from lawful custody (such as a prison or mental health institution).

National Security and Intelligence Activities or Protective Services. We may disclose your health information to authorized federal officials who are conducting national security and intelligence activities or providing protective services to the President or other important officials, as required by law.

Military and Veterans. If you are in the Armed Forces, we may disclose health information about you to appropriate military command authorities for activities they deem necessary to carry out their military mission, as required by law. We may also release health information about foreign military personnel to the appropriate foreign military authority, as required by law.

Inmates and Correctional Institutions. If you are an inmate or you are detained by a law enforcement officer, we may disclose your health information to the prison officers or law enforcement officers if necessary to provide you with health care, or to maintain safety, security and good order at the place where you are confined, as required by law. This includes sharing information that is necessary to protect the health and safety of other inmates or persons involved in supervising or transporting inmates.

Workers' Compensation. We may disclose your health information for workers' compensation or similar programs that provide benefits for work-related injuries, as required by law.

Coroners, Medical Examiners and Funeral Directors. In the unfortunate event of your death, we may disclose your health information to a coroner or medical examiner, as required by law. We may also release this information to funeral directors as necessary to carry out their duties consistent with applicable law.

Organ and Tissue Donation. If you are an organ donor, we may disclose your health information to organizations that facilitate organ, eye or tissue procurement, banking or transplantation.

Research. Under some circumstances, we may use and disclose your health information without your written authorization if we obtain approval through a special process to ensure that research without your written authorization poses minimal risk to your privacy. Under no circumstances, however, would we allow researchers to use your name or identity publicly. We may also release your health information without your written authorization to people who are preparing a future research project, so long as any information identifying you does not leave our facility. In the unfortunate event of your death, we may share your health information with people who are conducting research using the information of deceased persons, as long as they agree not to remove from our facility any information that identifies you.

4. **Completely De-identified Or Partially De-identified Information.** We may use and disclose your health information if we have removed any information that has the potential to identify you so that the health information is "completely de-identified." We may also use and disclose "partially de-identified" health information about you if the person who will receive the information signs an agreement to protect the privacy of the information as required by federal and state law. Partially de-identified health information will *not* contain any information that would directly identify you (such as your name, street address, social security number, phone number, fax number, electronic mail address, website address, or license number). In accordance with the foregoing, we may use patient images for purposes of research, publication, education, etc.

5. **Incidental Disclosures.** While we will take reasonable steps to safeguard the privacy of your health information, certain disclosures of your health information may occur during or as an unavoidable result of our otherwise permissible uses or disclosures of your health information. For example, during the course of a treatment session, other patients in the treatment area may see, or overhear discussion of, your health information.

YOUR RIGHTS TO ACCESS AND CONTROL YOUR HEALTH INFORMATION

Although your health records are the physical property of DUA, we want you to know that you have the following rights to access and control your health information.

1. **Right To Inspect and Copy Records.** You have the right to inspect and obtain a copy of any of your health information that may be used to make decisions about you and your treatment for as long as we maintain this information in our records. This includes medical and billing records. To inspect or obtain a copy of your health information, please complete DUA's Patient Request for Access to Health Information form and submit the completed and signed form to Jeanne Barry at Diagnostic Ultrasound Associates, P.C., 1 Brookline Place, Suite 506, Brookline, MA 02445. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies we use to fulfill your request. Under certain very limited circumstances, we may deny your request to inspect or obtain a copy of your information. If we do, we will provide a written denial that explains our reasons for doing so, and a complete description of your rights to have that decision reviewed and how you can exercise those rights.

2. **Right to Amend Records.** If you believe that the health information we have about you is incorrect or incomplete, you may ask us to amend the information for as long as the information is kept in our records. To request an amendment, please write to Jeanne Barry

at Diagnostic Ultrasound Associates, P.C., 1 Brookline Place, Suite 506, Brookline, MA 02445. Your request should include the reasons why you think we should make the amendment. If we deny part or all of your request, we will provide a written notice that explains our reasons for doing so. You will have the right to have certain information related to your requested amendment included in your records.

3. **Right to An Accounting Of Disclosures.** You have a right to request an "accounting of disclosures," which identifies certain other persons or organizations to whom we have disclosed your health information in accordance with applicable law and the protections afforded in this Notice. Many routine disclosures we make will not be included in this accounting (unless they are made through an electronic health record); however, the accounting will include many non-routine disclosures.

To request an accounting of disclosures, please write to Jeanne Barry at Diagnostic Ultrasound Associates, P.C., 1 Brookline Place, Suite 506, Brookline, MA 02445 and indicate a time period for the disclosures you want us to include, in accordance with the following: within the past three years for electronic disclosures made for purposes of treatment, payment, and/or health care operations, or within the past six years for other disclosures we are required to track. You have a right to receive one accounting within every 12 month period for free. However, we may charge you for the cost of providing any additional accounting in that same 12 month period.

8. **Right to Request Additional Privacy Protections.** You have the right to request that we further restrict the way we use and disclose your health information to treat your condition, collect payment for that treatment, or run our business operations. You may also request that we limit how we disclose information about you to family or friends involved in your care. To request restrictions, please write to Jeanne Barry at Diagnostic Ultrasound Associates, P.C., 1 Brookline Place, Suite 506, Brookline, MA 02445. We are not required to agree to your request for a restriction, and in some cases the restriction you request may not be permitted under law. *However, if we do agree, we will be bound by our agreement unless the information is needed to provide you with emergency treatment or comply with the law.* Once we have agreed to a restriction, you have the right to terminate the restriction at any time. Under some circumstances, we will also have the right to terminate the restriction as long as we notify you before doing so; in other cases, we will need your permission before we can terminate the restriction. You have the right to restrict certain disclosures of protected health information to a health plan where you pay, or someone on your behalf has paid, out of pocket and in full. You have the right to terminate the restriction at any time.

9. **Right to Request Confidential Communications.** You have the right to request that we contact you about your medical matters in a way that is more confidential for you, such as calling you at home instead of at work. To request more confidential communications, please write to Jeanne Barry at Diagnostic Ultrasound Associates, P.C., 1 Brookline Place, Suite 506, Brookline, MA 02445. *We will not ask you the reason for your request, and we will try to accommodate all reasonable requests.*

10. **Right to Have Someone Act On Your Behalf.** You have the right to name a personal representative who may act on your behalf to control the privacy of your health information by signing a health care proxy or through another legal process. Parents and guardians will

generally have the right to control the privacy of health information about minors unless the minors are permitted by law to act on their own behalf.

11. **Right to Obtain A Copy Of Notices.** If this Notice is provided electronically, you have the right to a paper copy of this Notice, which you may request at any time. To do so, please call Jeanne Barry at 617-739-0245. You may also obtain a copy of this Notice by requesting a copy at your next visit. We may change our privacy practices from time to time. If we do, we will revise this Notice so you will have an accurate summary of our practices. We will post any revised Notice in our office reception area. You will also be able to obtain your own copy of the revised Notice. The effective date of the Notice will always be noted in the top right corner of the first page. We are required to abide by the terms of the Notice that is currently in effect.

12. **Right to File A Complaint.** If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the Department of Health and Human Services (HHS). To file a complaint with us or HHS, please contact:

Thomas D. Shipp, M.D.
President, Diagnostic Ultrasound Associates, P.C.
1 Brookline Place, Suite 506
Brookline, MA 02445

Office for Civil Rights
Department of Health and Human Services
Attn: Patient Safety Act
200 Independence Ave., SW, Rm. 509F
Washington, D.C. 20201
Email: ocrmail.@hhs.gov

No one will retaliate or take action against you for filing a complaint.

9. **Right to be Notified Following a Breach of Unsecured Protected Health Information.** If you are affected by a breach of your unsecured protected health information, you have the right to, and will, receive notice of such breach.

10. **How To Learn About Special Protections For Highly Confidential Information.** Federal and state law require special privacy protections for certain highly confidential information about you ("Highly Confidential Information"), including: (1) your HIV/AIDS status, (2) substance use disorder information protected under 42 CFR Part 2, (3) mental health community program records, (4) genetic testing information, (5) confidential communications with a psychotherapist, psychologist, social worker, sexual assault counselor, domestic violence counselor, or other allied mental health professional, or human services professional, (6) venereal disease information; (7) mammography records; (8) research involving controlled substances; (9) abortion consent form(s); and (10) family planning services. Some parts of this general Notice of Privacy Practices may not apply to these types of information. In order for us to disclose your Highly Confidential Information, we must obtain your separate, specific written consent and/or authorization unless we are otherwise permitted by law to make such disclosure. Most uses and disclosures involving

Psychotherapy Notes (as defined in the Federal privacy regulations) require your authorization. If you are an emancipated minor, certain information relating to your treatment or diagnosis may be considered “Highly Confidential Information” and as a result will not be disclosed to your parent or guardian without your consent. Your consent is not required, however, if a physician reasonably believes your condition to be so serious that your life or limb is endangered. Under such circumstances, we may notify your parents or legal guardian of the condition, and will inform you of any such notification. Please note that if you are a parent or legal guardian of an emancipated minor, certain portions of the emancipated minor’s medical record (or, in certain instances, the entire medical record) may not be accessible to you.