

# NOTICE OF PRIVACY PRACTICES FOR PATIENTS

Effective April 14, 2003

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## PRIVACY STATEMENT

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal program that requires that all medical records and other individually identifiable health information used or disclosed by Pacific In Vitro Fertilization Institute in any form, whether electronically, on paper, or orally be kept confidential to maintain the privacy of your protected health information. This Act gives patients rights to understand and control how your health information is used.

We may use and disclose your medical records only for each of the following purposes: treatment, payment, or health care operations.

Treatment means providing, coordinating, or managing health care and related services by one or more health care providers. Examples of this would include related care and treatment services by health care providers, scheduling surgery, other exams or appointments with other providers, calling in prescriptions and refills, consultation between health care providers relating to a patient for coordination of care and physician to staff discussions for coordination of care, and the referral of a patient for health care from one health care provider to another.

Payment means such activities as obtaining reimbursement for services, confirming coverage, billing or collection activities, related data processing, and utilization review. An example of this would be sending a bill for your visit to your insurance company for payment.

Health care operations include the business aspects of running our practice on a daily basis, such as conducting quality assessment and improvement activities, auditing functions, cost-management analysis, and customer service. An example would be an internal quality assessment review.

Any other uses and disclosures will be made only with your written authorization. You may revoke such authorization in writing and we are required to honor and abide by that written request, except to the extent that we have already taken actions relying on your authorization.

We reserve the right to update these practices at any time. You will have the opportunity to request a paper or electronic copy of the revised notice from the front desk staff, or by accessing our website.

We may contact you to confirm your appointments or communicate with you in connection with care management or coordination.

You have the following rights with respect to your protected health information, which you can exercise by presenting a written request to the Privacy Officer.

- The right to request restrictions on certain uses and disclosures of protected health information, including those related to disclosures to family members, other relatives, close personal friends, or any other person identified by you. We are, however, not required to agree to a requested restriction. If we do agree to a restriction, we must abide by it unless you agree in writing to revoke it.
- The right to reasonable requests to receive confidential communications of protected health information from us by alternative means or at alternative locations.
- The right to inspect and copy your protected health information.
- The right to amend your protected health information.
- The right to receive an accounting of disclosures of protected health information.
- The right to obtain a paper copy of this notice from us upon request.

We are required by law to maintain the privacy of your protected health information and to provide you with notice of our legal duties and privacy practices with respect to protected health information.

When you communicate with us via our website, we may ask for personal information about you only if you provide it to us voluntarily. "Online personal information" may or may not be individually identifiable health information that is also protected by the Privacy Rule.

Portions of our website may ask you to provide us with online personal information in order to deliver requested materials or responses to questions or concerns.

Pacific In Vitro Fertilization Institute does not sell, license or disclose online personal information that you provide to us.

This website may contain links to third-party Web sites. These links are provided solely as a convenience to you and not as an endorsement or recommendation by Pacific In Vitro Fertilization Institute of the content on such third-party Web sites, or as an indication of any affiliation, sponsorship, or endorsement of or by such third-party Web sites.

Third-party sites may have their own privacy policies or no policy at all. This Privacy Statement does not apply to such other sites. Pacific In Vitro has no control over the content displayed on such sites, nor over the measures, if any, that are taken by such sites to protect the privacy of user information.

Pacific In Vitro is not responsible for the content of linked third-party sites, and does not make any representations regarding the privacy practices

of, or the content or accuracy of materials on, such third-party Web sites. Your use of third-party Web sites is subject to the terms of use for such sites. If you decide to access third-party Web sites that are linked to this Site, you do so at your own risk.

This notice is effective as of April 14, 2003 and we are required to abide by the terms of the Notice of Privacy Practices and to make the new notice provisions effective for all protected health information that we maintain.

If you feel that your privacy protections have been violated, you have the right to file a formal, written complaint with our office or with the Department of Health & Human Services, Office of Civil Rights, about violations of the provisions of this notice or the policies and procedures of our office. We will not retaliate against you for filing a complaint.

Please contact us for more information. If you prefer to submit a written inquiry, please send it to the address below:

**Pacific InVitro Fertilization Institute**  
1319 Punahou Street, Suite 980  
Honolulu, HI 96826  
808.946.2226  
808.943.1563 (fax)  
info@pacificinvitro.com

For more information about HIPAA or to file a complaint:

**The U. S. Department of Health and Human Services**  
Office of Civil Rights  
200 Independence Avenue, SW  
Washington, DC 20201  
202-619-0257 or 1-877-696-6775

## SUMMARY OF IMPORTANT LEGAL INFORMATION

This Web site, [www.pacificinvitro.com](http://www.pacificinvitro.com), are products of, and provided by, Pacific InVitro Fertilization Institute. All use of the Site is subject to the Terms and Conditions set forth below.

By entering and using the Site, you acknowledge that you have read and understood such Terms and Conditions and that you agree to abide by them. Also, you agree that Pacific In Vitro Fertilization Institute may use information that you supply through the Site for the purpose of providing you personalized health information on the Site and in connection with services provided to you by Pacific In Vitro Fertilization Institute.

Health information provided on the Site is intended to be informational not to replace consultation with a physician. You should not use information from the Site to diagnose or treat a health problem or disease. Pacific In Vitro encourages you to consult your health care provider with any questions or concerns you may have regarding your condition.

## TERMS AND CONDITIONS

Pacific In Vitro Fertilization Institute may revise and update these terms and conditions at any time. Please periodically review the terms and conditions posted at the Site because your continued usage of the Site will mean that you accept those changes.

### 1. Professional Medical Advice

The content on [www.pacificinvitro.com](http://www.pacificinvitro.com) is not intended in any way to be a substitute for professional medical advice. You should always seek the advice of a qualified health provider for any questions you may have regarding a medical condition. The content or services offered by Pacific In Vitro Fertilization Institute is not intended to be relied on for medical diagnoses or treatment. Never disregard medical advice or delay in seeking qualified medical advice because of something that you have read on or through this website. In case of an emergency, call 911.

### 2. General Information about [www.pacificinvitro.com](http://www.pacificinvitro.com)

The information you obtain from our website should not be used for or substituted in place of medical information from a health care professional. All users are encouraged to seek the advice of, and regularly consult with, physicians and other health care professionals of their selection.

Our staff also may include other medical practitioners including, without limitation to, pharmacists, nurses, nurse practitioners, and other health care professionals. None of these health care professionals will provide health care services to you via this website, and should not be considered to be in a clinical or treatment relationship with you.

We will not request or accept payment from you and will not bill any insurance company, government payment program or other source of health benefits for your use of our website.

Pacific In Vitro Fertilization Institute has agreements with various entities, which we call “business associates” to provide services in connection with our services. Our relationships with business associates are based on the type of service they provide.

Although you may provide individually identifiable health information on this website, the information is not a medical record, and is not considered information we maintain under the HIPAA Privacy Rule. However, the information provided on this website will be treated as protected health information.

While Pacific In Vitro attempts to prevent unauthorized persons from accessing our files or tampering with our website, we cannot guarantee that these efforts will always be successful.

Pacific In Vitro Fertilization Institute will continually strive to be a valuable resource of timely information for people visiting our website. However, we cannot guarantee that the information we provide is exhaustive or complete or that it will necessarily include all of the most recent information available.

Our website may include or provide links to other web sites on the Internet including, but not limited to, links to our business associates’ Web pages. These other websites may provide opinions, recommendations or other information from various individuals, organizations or companies.

In providing these links, Pacific In Vitro does not investigate the content of the information included in these websites. Pacific In Vitro Fertilization Institute does not endorse, guarantee or warrant the accuracy of the information on the linked websites. Your use of third-party websites are subject to the terms of use of those sites. If you decide to access third party sites that are linked to or from this site, you are doing so at your own risk.

### **3. Third Party Web Sites**

Our website contains links to third-party sites and are provided solely as a convenience to you and not as an endorsement or recommendation by Pacific In Vitro as to the content on such third-party websites or as an indication of any affiliation, sponsorship or endorsement of or by such third-party websites. Pacific In Vitro is not responsible for the content of linked third-party sites and does not make any representations regarding the privacy practices of, or the content or accuracy of materials on, such third-party Web sites. Your use of third-party websites is subject to the terms of use for such sites. If you decide to access linked third-party websites, you do so at your own risk.

You agree to defend, indemnify and hold Pacific In Vitro, its officers, directors, employees, agents, licensors, business associates and suppliers, harmless from and against any claims, actions or demands, liabilities, and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Site in a manner that violates or is alleged to violate these Conditions and/or applicable law.

### **4. Disclaimer**

Information supplied by Pacific In Vitro Fertilization Institute is provided “as is” and neither Pacific In Vitro nor any of its owners, staff, business associates or agents make any representation or warranty with respect to the contents of this website or information furnished by them or our agents, employees or representatives.

By entering this website, you hereby agree that Pacific In Vitro Fertilization Institute and its officers, directors, agents, employees and business associates shall not be liable to you for any claims, demands, causes of action or damages, whether direct or indirect, special, incidental, consequential, punitive, or otherwise, as a result of your use of this website or any information you obtain on it or any other interaction with Pacific In Vitro Fertilization Institute. In doing so, you agree that you are voluntarily and unequivocally waiving any liability of Pacific In Vitro Fertilization Institute.

Pacific In Vitro Fertilization Institute does not make any representation or warranty concerning errors, omissions, delays or other defects in the information supplied to users, or that its files are free of viruses, worms, Trojan horses or other code that include or manifest contaminating or destructive characteristics.

You hereby acknowledge that the provisions, disclosures and disclaimers set forth above are fair and reasonable, and that your agreement to follow and be bound to them is not the result of fraud, duress or undue influence upon you by any person or entity.

Pacific In Vitro Fertilization Institute makes no representations, promises, warranties or undertakings contrary to those set forth above.