



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 IT CAREFULLY. OUR PLEDGE REGARDING TREATMENT INFORMATION

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. This Notice applies to all records of your care generated by Amira's Vanity. We are required by law to:

- 1) make sure that medical information that identifies you is kept private.
- 2) make available to you this Notice of our legal and privacy practices with respect to medical information about you; and
- 3) follow the terms of the Notice that is currently in effect.

HOW WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU

We may disclose medical information about you to doctors, nurses, or other personnel involved in taking care of you. We may also disclose medical information to people outside the medical group, such as family members, specialists or others who are involved in providing services that are part of your care. These may include use of information to evaluate the performance of our staff, effectiveness of programs, and ways to improve care and services we offer. These uses, and disclosures are necessary to ensure that all patients receive quality care.

We may use and disclose medical information to contact you as a reminder that you have an appointment for treatment or care. We may use or disclose medical information to tell you about or recommend possible treatment options or alternatives, and about health-related benefits, services, events, and activities that may be of interest to you. We may disclose medical information about you to other healthcare providers in the event you need emergency care. We may disclose medical information to a public health organization or federal organization when necessary, to prevent a serious threat to your health and safety or the health and safety of the public or another person. We may disclose medical information about you in special situations such as for workers' compensation programs, as required by military command authorities or the Department of Veterans Affairs, in response to a court or administrative order, or for public health activities. Other uses and disclosures of medical information not covered by this Notice or the laws that apply to us will be made only with your written authorization. You may later revoke this permission in writing at any time. Form 4 YOUR RIGHTS REGARDING YOUR MEDICAL INFORMATION You have the right to review and receive a copy of medical information that may be used to make decisions about your care. Usually this includes medical and

billing records. You must submit a written request to review and copy your medical information. There may be a fee to supply the copies. You have the right to ask us to amend medical information that you feel is incorrect or incomplete. Your request for an amendment must be in writing and must provide a reason that supports your request. We may deny your request if: 1) it is not supplied in writing with a reason 2) was not created by us 3) not part of the medical record kept by us or for us 4) isn't part of the information you are permitted to inspect and copy or 5) is accurate and complete. You have the right to request an "accounting of disclosures". These exceptions are governed by federal health policy law, and include: 1) routine disclosures for treatment, payment & operations conducted pursuant to your signed consent form 2) disclosures to you. You must submit a written request. The request must state a time period that may not be longer than 6 years and may not include dates before April 14, 2003, when federal health privacy laws became effective. You have the right to request restrictions or limitations on the use or disclosure of medical information about you. You must submit a written request for restriction that specifies: 1) what information you want to limit 2) whether you want to limit our use, disclosure or both 3) to whom you want the limits to apply. We reserve the right to refuse your restriction if it conflicts with providing you quality healthcare or in an emergency situation. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location, such as only at work or by mail. You must submit a written request for confidential communications restrictions, specifying how or where you wish to be contacted. You have the right to possess a copy of this Privacy Notice upon request. You have the right to file a complaint if you believe your rights to privacy have been violated. All complaints must be submitted in writing. All complaints will be investigated. No personal issue will be raised for filing a complaint.

CHANGES TO THIS NOTICE We reserve the right to change this Notice at any time. We will post a copy of the current notice at our the website.

Arbitration

Article 1: Agreement to Arbitrate: It is understood that any dispute as to medical malpractice, that is, as to whether any medical services rendered under this contact were unauthorized or were improperly, negligently or incompetently rendered will be determined by submission to arbitration as provided by state law, and not by a lawsuit or court process, except as therein constitutional rights to have any such dispute decided in a court of law before a jury, and instead are accepting the use of the arbitration.

Article 2: All Claims Must Be Arbitrated: It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or service provided by provider including any spouse or heirs of the patient and any children whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expectant child. All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the provider and its partners, associates, corporation, and the employees, agents and estates of any of them, must be arbitrated including without limitation claims for loss of consortium, wrongful death, emotional distress or punitive damages. **Article 3: Procedures and Applicable Law:** A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty (30) days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty (30) days of a demand for a neutral arbitrator by either party. Each party to the arbitration shall

pay such party's pro rata share of the expenses and fees of the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of judicial officers from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law. Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator. The party's consent to the intervention and joinder in this arbitration of any person or entity which would otherwise be a proper additional party in a court action and upon such interaction and any existing court action against such additional person or entity shall be stayed. The parties agree that provisions of state law applicable to health care providers shall apply to disputes with this arbitration agreement. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication. Discovery shall be conducted pursuant to applicable state law; however, depositions may be taken without prior approval of the neutral arbitrator. Article 4: General Provisions: All claims based upon the same incident, transaction, or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrators shall be governed by applicable laws relating to arbitration. Article 5: Revocation: This agreement may be revoked by written notice delivered to the provider. It is the intent of this agreement to apply to all medical services rendered any time for any condition. Article 6: Retroactive Effect: If a patient intends this agreement to cover services rendered before the date it is signed (including, but not limited to emergency surgery) patient should initial below:

Effective as of the date of the first medical services _____ Patient's Initials _____ If any of the provisions of this arbitration agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision. I understand that I have a right to receive a copy of this arbitration agreement. By my signature below, I acknowledge that I have received a copy.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY A NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL PER ARTICLE 1 OF THIS CONTRACT.

Print Patient's Name _____ Signature _____

Date _____

All laws, guidelines, and arbitration are in accordance with HIPPA Law