

NOTICE OF PRIVACY PRACTICES

Below is the Notice of Privacy Practices of Gastro Health Holdco, LLC, and its subsidiaries and affiliates* (hereinafter referred to collectively as Gastro Health); All references of notices throughout this document shall apply equally to all subsidiaries and affiliates of Gastro Health Holdco, LLC, its physicians and services, which will be referred to collectively as "Gastro Health" herein.

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.

WHAT INFORMATION DOES THIS NOTICE CONCERN: We are required by law to protect the privacy of your health information and to provide you with a Notice of Privacy Practices (the "Notice") describing our privacy practices, legal responsibilities, and your rights regarding your protected health information. This information includes your individually identifiable information, insurance and payment information, and medical information such as diagnosis, medications, medical billing history, address and social security number that is related to past, present, or future health care services provided by us.

WE ARE REQUIRED BY LAW TO:

- Make certain that health information which identifies you is kept private
- Provide you with notice of your rights and our legal duties and privacy practices with respect to your health information
- Comply with this Notice of Privacy Practices
- Communicate any changes in this notice to you

INFORMATION THAT IS COVERED BY THIS NOTICE IS:

- Health care information about your treatment
- Billing and payment information
- Certain personal information needed to identify you, contact you and provide for payment
- Oral, paper, and electronic information
- Information that is created, received, accessed, transmitted, and stored by us

PERSONS WHO MUST FOLLOW THIS NOTICE ARE:

- All locations, departments, and units of Provider (locations are available on our website at <https://gastrohealth.com>)
- All employees, staff, and other office personnel
- Any volunteers or health care students, interns, residents, or fellows
- Any person or company providing services under Provider's direction and control will follow the terms of this notice.

WE ARE PERMITTED TO USE AND DISCLOSE YOUR HEALTH INFORMATION FOR:

- **Treatment:** We may use your health information to provide, coordinate or manage your medical treatment or services. We may disclose your medical information to doctors, nurses, technicians, health care students, or other Provider employees or contractors who are involved in providing health care to you. For example, we may share your health information with another provider for a consultation or referral for further treatment.
- **Payment:** We may use and disclose your information in order to bill for medical treatment and services and receive payment from you, insurance companies, or third parties. For example, we may need to give information to your health plan about a colonoscopy you received so that your health plan will pay us or reimburse you for the procedure. We may also tell your health plan about a treatment you are going to receive in order to obtain prior approval or to determine whether your plan will cover the treatment.
- **Health Care Operations:** We may use and disclose information about you for our health care operations. These are functions that are necessary to operate our business, such as accounting and general administrative business functions, and that are necessary to ensure that patients receive quality care, such as evaluating performance of staff and physicians who provide your health care.

WE MAY ALSO USE AND DISCLOSE HEALTH INFORMATION FOR THE FOLLOWING REASONS:

- **Appointment reminders:** we may use your information to contact you with reminders about an appointment.
- **Treatment alternatives:** we use or disclose your information to tell you about or recommend health and related treatment options or benefits.
- **Emergency:** if you need emergency treatment or we are required by law but are unable to get your consent; we will attempt to obtain consent as soon as practical after treatment.
- **Communication barriers:** we may use or disclose your information if we are not able to obtain your consent because of substantial communication barriers, such as you are unconscious, and we believe you would want us to treat you if you could communicate with us.
- **Required by law:** we may disclose your information where the use or disclosure of medical information about you is required by federal, state, or local law.
- **Research:** we may use and disclose your health information for research if you have given written authorization or when a research study has been reviewed and approved by an Institutional Review Board. Researchers may access information to determine whether the study or certain patients are appropriate participants. Under certain circumstances a limited amount of information may be provided by agreement subject to specific restrictions.
- **Public health:** prevent or control disease, injury or disability; report births and deaths; report child abuse or neglect; report reactions to medications or problems with products; provide notice of recalls of products you may be using; provide notice to persons who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence (if you agree or when required or authorized by law).
- **Health care oversight activities:** audits, investigations, inspections, and licensure by a government health oversight agency as authorized by law to monitor the health care system, government programs and compliance with civil rights laws.
- **Business associates:** contractors provide services to Provider. These include electronic health record software vendors, accountants, attorneys, consultants, and collection agencies. We may disclose information to those contractors for the purposes of providing services to Provider. The contractors must enter into contracts with Provider agreeing to appropriately safeguard the health information and not use or disclose the information except as permitted under the contract or by law.
- **Lawsuits or disputes:** if you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order, a subpoena, discovery request or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.
- **Law enforcement:** we may disclose health information to comply with a court order or subpoena or other law enforcement purposes such as helping to identify or locate a suspect, fugitive, material witness or missing person.
- **Coroners, medical examiners, and funeral directors:** to identify a deceased person, determine the cause of death or to assist in carrying out their duties.
- **Organ or tissue donation:** if you are an organ donor, we may disclose information to organizations involved in procuring, banking or transplanting organs and tissues.
- **Avert a serious threat to health and safety:** we may use or disclose your information when necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the general public. Disclosure must be limited to someone able to help prevent or lessen the threat.
- **Specialized government functions:** we may release medical information about you to military and veterans' activities, if you are member of the armed forces, or for national security and intelligence activities, protective services for the President, foreign heads of state and others, medical suitability determinations, correctional institution and custodial situations.

- **Workers' Compensation purposes:** we may disclose your information to workers' compensation or similar programs that provide benefits for work-related injuries or illness.
- **Disaster Relief:** we may disclose information about you to disaster relief entities to notify family or friends of your location, general condition, or death.

USES OR DISCLOSURES TO WHICH YOU MAY OBJECT OR OPT OUT:

- **Directory:** we may include certain limited information in a directory (including name, location, condition described in general terms and/or religious affiliation) and this may be made available to others who request you by name.
- **Immunization:** we may provide proof of immunization to a school that is required by state or other law to have such proof.
- **Persons involved in your care or responsible for payment:** we may disclose information to a family member, relative, friend, or other identified person, prior to, or after your death, who is involved in your care or payment for care unless you object in writing.
- **Email or text:** we may communicate with you by encrypted email or text unless you object.
- **Fundraising:** we will notify you if we intend to use your medical information for fund-raising purposes, and let you know that you have the right to opt out of receiving fundraising communications. For example, we may disclose information to a foundation related to the Provider so that the foundation may contact you about raising money for the foundation. We would only release contact information, such as your name, address, phone number and the dates you received treatment or services at the Provider. If you do not want the Provider to contact you for fundraising efforts, you must notify us in writing, and you will be given the opportunity to opt-out of these communications.

USES AND DISCLOSURES WHICH REQUIRE YOUR AUTHORIZATION:

Other uses and disclosures not covered in this notice will be made only with your written authorization. Authorization is required and except in limited situations may be revoked, in writing, at any time. The following require authorization which may not be revoked:

- **Marketing:** disclosure of your information for marketing of products or services or treatment alternatives, including any subsidized treatment communications, that may be of benefit to you when we receive direct payment from a third party for making such communications, other than as set forth above regarding to face-to-face communications and promotional gifts of nominal value.
- **Psychotherapy notes**
- **Sale of Protected Health Information** unless an exception is met.

YOUR RIGHTS REGARDING YOUR MEDICAL INFORMATION: You have the right, subject to certain conditions, to:

- **Right to request restrictions:** you have the right to request, in writing, a restriction on uses and disclosures of your health information made for payment or health care operations. We are not always required to agree to a requested restriction. Restrictions to which we agree will be documented and followed. Agreements for restrictions may, however, be terminated under applicable circumstances (e.g., emergency treatment).

You may request a restriction on the medical information we disclose to your family or friends. However, as set out above, in an emergency, disaster or if you are not able to communicate, we may disclose information if in our professional judgment disclosure is necessary.

We must agree to your request to restrict disclosure of medical information about you to a health plan if the medical information relates to a health care item or service for which you or someone on your behalf has paid in full. It is your responsibility to notify other health care providers of this restriction, such as in the case of a referral for follow-up services.

- **Right to request confidential communications.** You may request to receive communications from us in a certain method or at a certain location. For example, you may request that we contact you only at work, by email or by mailed paper. We do not require an explanation for the request and will attempt to honor

reasonable requests. If you request your medical information to be transmitted directly to another person designated by you, your written request must be signed and clearly identify the designated person and where the copy of Protected Health Information is to be sent.

- **Right to access, inspect and obtain copies of health information.** You have the right to access, inspect and receive a copy of your health information, including billing records, except for psychotherapy notes, information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding, or other limited circumstances. Your request for a copy of must be in writing. We may charge a reasonable, cost-based fee, that includes only the cost of labor for copying, supplies, postage, if applicable, and preparing an explanation or summary, if requested, of the health information. If health information is maintained electronically and you request an electronic copy, we will provide access in the electronic format you request, if available, or if not, in a readable electronic form and format mutually agreed upon. If we deny access to your health information, you will receive a timely, written denial in plain language that explains the basis for the denial, your review rights and an explanation of how to exercise those rights.
- **Right to request amendment.** You have the right to request, in writing, an amendment of your record and include the reason for your request. We will respond sixty (60) days of receipt of the request and may extend the time for such action by up to thirty (30) days, if within the initial sixty (60) days we provide you with a written explanation of the reasons for the delay and the date by which we will complete action on the request.

We may deny the request for amendment if the information contained in the record was not created by us, unless you provide a reasonable basis for believing the originator of the information is no longer available to act on the requested amendment; is not part of the medical record maintained by Provider; is not part of the information available for you to inspect; or the record is accurate and complete. If we deny your request for amendment, you will receive a timely, written denial in plain language that explains the basis for the denial, your rights to submit a statement disagreeing with the denial and an explanation of how to submit that statement.

- **Right to receive an accounting of disclosures.** You have the right to request an accounting of the disclosures we have made of your health information for up to the past six (6) years. The accounting excludes disclosures for treatment, payment or health operations and other applicable exceptions. We will provide the accountings within sixty (60) days of receipt of a written request. However, we may extend the time period for providing the accounting by thirty (30) days if within the initial sixty (60) days we provide you with a written statement of the reasons for the delay and the date by which you will receive the information. We will provide the first accounting you request during any 12-month period without charge. Subsequent accounting requests within the same 12-month period may be subject to a reasonable cost-based fee, which fee information will be provided to you in advance of fulfilling your request; you will also have an opportunity upon receipt of fee information to withdraw or modify your request for the accounting in order to avoid or reduce the applicable fee.
- **Right to a paper copy of this notice.** We reserve the right to amend this notice of privacy practices at any time.
- **Right to receive notice of a breach.** We are required to provide you with notice of any acquisition, access, use or disclosure of unsecured Protected Health Information by Provider, its business associates and/or subcontractors. Unsecured health information is information that is not secured by an electronic method specific by the government. Notice must be given within 60 days of the breach and will include a brief description of the breach and your information involved, steps you may take to protect your information, steps we are taking to investigate, mitigate loss and protect against future breaches, and contact information where you may ask questions.

COMPLAINTS:



If you believe that your privacy rights have been violated, you may complain to Provider and/or to the Secretary of the U.S. Department of Health and Human Services at <https://www.hhs.gov/hipaa/filing-a-complaint/complaint-process/index.html>. There will be no retaliation against you for filing a complaint. The complaint may be filed online with HHS. Complaints to Provider should be filed in writing and should state the specific incident(s) in terms of subject, date, and other relevant matters. To file a Complaint by mail:

Gastro Health:

9500 South Dadeland Blvd.
Suite 200
Miami, FL 33156
Attn: Jason Wallace, JD, MPH

U.S. Department of Health and Human Services:

US Department of Human Services
Attn.: Office of Civil Rights
200 Independence Ave. SW
Washington, D.C. 20201

CHANGES TO THIS NOTICE:

This notice is effective (date): June 1, 2023. We are required to abide by the terms of the notice currently in effect, but we reserve the right to change these terms as necessary. If we change the terms of this notice (while you are receiving service), we will promptly revise and distribute a revised notice to you as soon as practicable by mail, email (if you have agreed to electronic notice), hand delivery or by posting on our website at <https://gastrohealth.com>.

If you require further information about matters covered by this notice, please contact:

**Privacy Officer
Jason Wallace, JD, MPH
Gastro Health
9500 South Dadeland Blvd.
Suite 200
Miami, FL 33156**

*“Affiliate” means any other entity or person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first entity. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise/ownership of more than 50% of the voting securities of such entity.