



Viva Wellness & Injury, LLC.

ORLANDO

7780 Lake Underhill Road, Suite 109, Orlando, FL 32822

KISSIMMEE

701 E. Oak Street, Suite A, Kissimmee, FL 34744

www.myvwi.com/privacy

Privacy Officer: Brandon Sellers

(407) 350-5075 ext.203 - Brandon@myvwi.com



Your Information. Your Rights. Our Responsibilities.

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.

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct your medical record

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request 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 say “yes” to all reasonable requests.

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Your Rights *continued*

Ask us to limit what we use or share

- 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 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.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, 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). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting **www.hhs.gov/ocr/privacy/hipaa/complaints/**.
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory
- Contact you for fundraising efforts

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

Our Uses and Disclosures

How do we typically use or share your health information? We typically use or share your health information in the following ways.

Treat you

- We can use your health information and share it with other professionals who are treating you.

Example: A doctor treating you for an injury asks another doctor about your overall health condition.

Run our organization

- We can use and share your health information to run our practice, improve your care, and contact you when necessary.

Example: We use health information about you to manage your treatment and services.

Bill for your services

- We can use and share your health information to bill and get payment from health plans or other entities.

Example: We give information about you to your health insurance plan so it will pay for your services.

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How else can we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

- We can share health information about you for certain situations such as:
 - 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

Do research

- We can use or share your information for health research.

Comply with the law

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.

Respond to organ and tissue donation requests

- We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director

- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers’ compensation, law enforcement, and other government requests

- We can use or share health information about you:
 - For workers’ compensation claims
 - For law enforcement purposes or with a law enforcement official
 - With health oversight agencies for activities authorized by law
 - For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

- We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

Changes to the Terms of This Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

EFFECTIVE DATE: 01/01/2023

Viva Wellness & Injury, LLC - Privacy Officer:

Brandon Sellers

Phone: (407) 350-5075 ext.203

Email: Brandon@myvwi.com

SMS TERMS AND CONDITIONS – VIVA WELLNESS & INJURY, LLC

Viva Wellness & Injury, LLC. (the “Company”) offers a text messaging program (“Text Message Program”) to communicate with patients on topics relevant to their relationship with the Company. For example, you may receive updates related to your visits, account, billing notifications, prescription reminders and care management. In accordance with the Health Insurance Portability and Accountability Act (“HIPAA”), patient information used for text messaging will not be shared for marketing purposes without your authorization.

By texting START to 407-350-5075, you agree to participate in the Company Text Message Program, and acknowledge that you understand the risks associated with sending and receiving protected health information via SMS/MMS text messages, including but not limited to the risk that text messages exchanged between you and Company could be viewed by an unauthorized third party. Your consent to receive SMS text messages from the Company is not a condition of any treatment provided by the Company, and you can opt out of receiving text messages from the Company at any time by texting STOP to 407-350-5075. The Company’s use of your personal information for the Company’s Text Message Program is subject to these Terms and Conditions and the Company’s Digital Privacy Policy ([link](#)).

Your wireless carrier's message and data rates may apply to SMS correspondence. The Company does not charge for any text message content that is sent to you; however, downloadable content may incur additional charges from your wireless carrier. You are solely responsible for any fees, including web access and/or data or text message charges that may be billed by your wireless carrier based on your individual plan. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.

You represent that you are the owner, or authorized user of the wireless device you use to receive text messages. You further represent that you are authorized to approve the applicable charges related to the receipt of text messages from the Company. Message frequency may vary.

The Company will not be liable for any delays or failures in your receipt of any SMS messages, as delivery is subject to effective transmission from your network operator and processing by your mobile device. Additionally, Company is not responsible for any direct or indirect damages arising from the use of SMS messages. SMS message services are provided on an as is, as available basis.

Data obtained from you in connection with the Company’s Text Message Program may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We reserve the right to use and disclose the data that we collect in accordance with our HIPAA Notice of Privacy Practices and Digital Privacy Policy. When you provide us with information in connection with the Text Message Program, you agree to provide accurate, complete, and true information.

Participating Carriers

Please be aware that compatibility with carriers is subject to change and may vary over time. While we strive to keep our list of participating carriers updated, The Company does not guarantee that the Text Message Program will be compatible with all mobile devices or mobile carriers. The Company is not liable for any delays, failures, or other damage resulting from carrier services or incompatibility.

SMS TERMS AND CONDITIONS – VIVA WELLNESS & INJURY, LLC

Carriers are not liable for delayed or undelivered messages. Message and data rates may apply for any messages sent to you from the Company and to the Company from you. Message frequency may vary.

Join Text Alerts, Questions, Cancel Alerts

Text START to 407-350-5075 to join Company's Text Message Program. When you opt-in to the service, we will send you a message to confirm your signup.

If you have any questions, call us at 407-350-5075. You can also text the word HELP to 407-350-5075 to get additional information about the service. After you send the message "HELP" to us, we will respond with instructions on how to use the Text Message Program as well as how to unsubscribe.

You can cancel this service at any time. To opt-out, text STOP to 407-350-5075. Message and data rates may apply. After you send the message "STOP" to us, we will send you a reply message to confirm that you have unsubscribed. After this, you will no longer receive text messages from us. You may re-enroll in the Program and receive text messages from us at any time by texting START to 407-350-5075.

You represent that you are the subscriber for or authorized user of the mobile telephone number that you provided to Company and that you are authorized to approve any related charges for messaging and data applied by your wireless carrier.

Resolving Disputes

In the event that there is a dispute between you and Company relating to Company text messaging communications or arising out of any matter, such dispute will be resolved in the jurisdiction and applicable laws of Florida State, Orange County.

Limitation of Liability and Disclaimer

THE COMPANY HEREBY DISCLAIMS ALL LIABILITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE, ARISING FROM OR IN CONNECTION WITH THE USE OF THE TEXT MESSAGE PROGRAM. THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RESULTING FROM THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF THE SERVICE. FURTHERMORE, COMPANY PROVIDES THE TEXT MESSAGE PROGRAM ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE TEXT MESSAGE PROGRAM WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR TIMELY. THE USE OF THE TEXT MESSAGE PROGRAM IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE RECEIPT OR USE OF SUCH SERVICE.

Contact Information

If you have any questions or concerns about these Terms and Conditions you may contact the Company's Compliance Officer at 407-350-5075, brandon@myvwi.com, or via mail Attn: Compliance Officer, 7780 Lake Underhill Road, Suite 109. Orlando, FL 32822.