GUEST • MALACH
EYE SPECIALISTS

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# NOTICE OF PRIVACY PRACTICES

Effective date: November 1, 2026

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN ACCESS THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

## OVERVIEW

MG Vision Partners PLLC dba Guest Malach Eye Specialists ("we," "our," or "us") protects the privacy and security of your health information. Federal and state laws require us to protect your protected health information ("PHI"), explain our privacy practices and your rights, and notify you following a breach of unsecured PHI. We follow state laws when they provide stronger protection. This Notice applies to PHI we create or maintain about your care and payment.

PHI is health information that identifies you or can be used to identify you, kept or transmitted electronically, orally or in writing. It includes your name, contact information, past, present or future health conditions, prescriptions and payment for healthcare products or services.

## WHO MUST FOLLOW THIS NOTICE

This Notice applies to our physicians, surgeons, clinical and administrative staff, practice management, trainees, volunteers, and others working on our behalf. Business associates and vendors that handle PHI must protect it as required by applicable law and their agreements with us.

## HOW WE MAY USE AND DISCLOSE YOUR HEALTH INFORMATION

Treatment. We may use and share your information to provide, coordinate, and manage your care. This includes communicating with primary care physicians, optometrists, ophthalmic subspecialists, pharmacies, hospitals, ambulatory surgery centers, and other treating providers; reviewing test results and surgical reports; making referrals; and coordinating postoperative care.

Care coordination and referrals. We may exchange information with healthcare professionals involved in your care, including consultation and operative reports, OCT and visual field results, retinal photographs, other diagnostic imaging, surgical scheduling information, and postoperative updates.

Payment. We may use and disclose your information to bill Medicare, Medicaid, Medicare Advantage, commercial insurers, and other payers; verify coverage; obtain authorizations; establish medical necessity; process claims or appeals; and collect patient balances. We may also share information with other providers for their payment activities as permitted by law.

Healthcare operations. We may use and disclose PHI to operate our practice, improve quality and patient safety, educate staff, conduct audits and compliance reviews, manage risk, support credentialing and accreditation, and carry out administration and business planning.

## ELECTRONIC COMMUNICATIONS

We may contact you by telephone, voicemail, text message (SMS), email, secure patient portal, or other electronic means about appointments, surgery, prescriptions, test results, postoperative care, insurance, billing, and other healthcare matters. We take reasonable safeguards, but ordinary text messages and email may not be fully secure. You may request reasonable alternative or confidential communications.

Patient portal and email. If available, our secure portal may allow you to view portions of your records and results, request appointments, exchange messages, and review billing or demographic information. Keep your portal login confidential. We encourage secure portal messaging for sensitive information. Do not use the portal for emergencies.

Text messages: consent and information. When you provide your mobile number and agree to receive texts, we may use your name, number, scheduling details, communication preferences, and information you send us to deliver healthcare-related messages. Consent to SMS is not a condition of treatment. Message frequency varies; message and data rates may apply. Reply STOP to opt out or HELP for assistance, or contact our office. You may receive one final opt-out confirmation. Carriers are not responsible for delayed or undelivered messages.

Text message privacy. We do not sell, rent, or share mobile opt-in information, SMS consent, or messaging data with third parties or affiliates for their marketing or promotional purposes. We may provide information to service providers supporting healthcare communications under applicable privacy safeguards. For sensitive matters, we may ask you to call or use the secure portal.

## ELECTRONIC PRESCRIBING

We may transmit prescriptions electronically and obtain relevant medication histories from pharmacies, insurers, pharmacy benefit managers, and other providers as permitted by law.

## OTHER USES AND DISCLOSURES PERMITTED BY LAW

When using, disclosing or requesting PHI, we make reasonable efforts to limit the information to the minimum needed for the purpose, where this standard applies. Information lawfully disclosed to a recipient may be further shared and may no longer be protected by HIPAA; other applicable privacy protections may still apply.

Public health and safety. We may report communicable diseases, adverse drug reactions, recalls, and suspected abuse or neglect, and share information to prevent or lessen a serious threat, as permitted or required by law.

Oversight and legal requirements. We may disclose information to authorized health oversight agencies for audits, licensing, inspections, investigations, and compliance. We may respond to court orders, subpoenas, discovery requests, and other legal processes only when applicable legal requirements are met. We may disclose information when required by law, including to HHS for privacy compliance reviews.

Other authorized circumstances. Law may permit or require disclosures for law enforcement, workers' compensation, military and veterans' activities, national security and intelligence, protective services, medical suitability, government programs, approved research, organ/eye/tissue donation, and to coroners, medical examiners or funeral directors. For some health research, an institutional review board may waive written authorization. Applicable legal conditions and privacy protections apply.

Business associates. We may share necessary PHI with vendors providing medical records, billing, clearinghouse, IT, cloud storage, communications, auditing, legal, transcription or practice-management services. Business associates and their subcontractors must safeguard PHI as required by law and contract and use or disclose it only as permitted.

## ARTIFICIAL INTELLIGENCE AND CLINICAL DOCUMENTATION TECHNOLOGIES

We may use artificial intelligence and other technologies to assist with documentation, scheduling, billing, quality improvement, workflow, and administration. These tools support, rather than replace, professional clinical judgment. PHI is subject to applicable privacy and security safeguards, including business associate arrangements when required. We do not sell patient health information.

## PHOTOGRAPHY AND DIAGNOSTIC IMAGING

Retinal photography, OCT, visual field testing, corneal imaging, external eye and surgical photographs, and ultrasound results obtained during care become part of your medical record and receive the same privacy protections as other PHI.

## ADDITIONAL PROTECTIONS FOR SENSITIVE INFORMATION

Some records receive additional protection under federal or Michigan law, including certain mental health, substance use disorder, HIV-related, and genetic information. We obtain written permission when required and otherwise follow the stricter applicable rules. Most uses and disclosures of psychotherapy notes require separate written authorization.

Substance use disorder records (42 CFR Part 2). If we receive or maintain records protected by federal Part 2 rules, they receive additional confidentiality protections. When you have given consent for treatment, payment, and healthcare operations, HIPAA may permit us and other HIPAA-covered recipients to use or share those records for purposes allowed by HIPAA. However, Part 2 records generally cannot be used or disclosed in civil, criminal, administrative, or legislative proceedings against you without your written consent or a qualifying court order accompanied by a subpoena or similar legal mandate. Special procedures, including notice and an opportunity to be heard when required, apply to such orders. If we use Part 2 records for fundraising, we will first give you a clear opportunity to decline fundraising communications.

## MICHIGAN LAW

We comply with federal and Michigan laws governing confidentiality, access, retention, and disclosure of health information. If Michigan law provides greater protection for a particular record, we follow that stronger requirement.

## YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

Inspect and obtain copies. You may request electronic or paper copies of your medical and billing records, subject to limited exceptions. We generally respond within 30 days and notify you of any permitted extension. Fees are limited to amounts allowed by law. We explain any denial and review rights.

Request an amendment. You may ask us to correct information you believe is inaccurate or incomplete. We generally respond within 60 days, subject to a lawful extension. If we deny your request, we will explain why and how to submit a statement of disagreement.

Confidential communications. You may request that we contact you at a different number or address or through another reasonable method. Specify how or where you wish to be contacted. We accommodate reasonable requests.

Request restrictions. You may ask us in writing to restrict certain uses or disclosures for treatment, payment, operations, or to people involved in your care. We are not generally required to agree and may decline if it would affect your care. We will agree not to disclose information to your health plan for payment or operations if it concerns a service you or someone other than the health plan paid for in full out of pocket, unless disclosure is required by law. Make the request before a claim is submitted.

Accounting of disclosures. You may request a list of certain disclosures from the preceding six years. This generally excludes treatment, payment, healthcare operations, disclosures you authorized and certain other exceptions. The first accounting in a 12-month period is free. For additional accountings, we may charge a reasonable, cost-based fee; we will tell you the cost in advance so you can withdraw or modify your request.

Copy of this Notice. You may ask for a paper copy at any time, even if you agreed to electronic delivery. The current Notice is available in our office and on our website.

Personal representative. If you have given someone medical power of attorney or someone is your legal guardian, that person may exercise your rights and make choices about your PHI once we verify their authority. Contact our Privacy and Security Officer for assistance.

Complaints. You may complain to John-Michael Guest, MD, our Privacy and Security Officer, at 586-210-2464 or guestjoh@gmail.com. Complaints to the practice must be submitted in writing. You may also complain to HHS Office for Civil Rights: Centralized Case Management Operations, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F HHH Bldg., Washington, D.C. 20201; 1-800-368-1019; or www.hhs.gov/ocr/privacy/hipaa/complaints/. We will not retaliate against you for filing a complaint.

## YOUR CHOICES

You may tell us your preferences for sharing information with family members, friends, or others involved in your care or its payment, and for disaster relief. If you cannot tell us your wishes, we may share information when we believe doing so is in your best interest or necessary to prevent a serious threat, as permitted by law.

## USES REQUIRING WRITTEN AUTHORIZATION

We do not sell your health information. We will not use or share your PHI for marketing without your written permission. Most uses and disclosures of psychotherapy notes and any sale of PHI require written authorization. We also obtain authorization for other uses not permitted by law or described here and where Michigan law requires it. You may revoke authorization in writing at any time, except to the extent we have already relied on it or another exception applies. Permission for treatment and billing is not permission for unrelated marketing.

## BREACH NOTIFICATION

We will promptly notify you if a breach of unsecured PHI occurs that requires notice under applicable law. We generally notify you in writing by first-class mail. We may email you if you have provided a current email address and previously agreed to electronic notices. In some circumstances, our business associates may provide the notification on our behalf.

## OUR RESPONSIBILITIES

We must protect your PHI, provide this Notice, follow the privacy practices described here while this Notice is in effect, and give legally required breach notices.

## CHANGES TO THIS NOTICE

We may revise this Notice and make the revised terms apply to all PHI we maintain, including information obtained before the change. Updated Notices will be available at our office and on our website.

## CONTACT INFORMATION

MG Vision Partners PLLC dba Guest Malach Eye Specialists; Attn: Privacy and Security Officer, John-Michael Guest, MD; 21931 East 9 Mile Road, St. Clair Shores, MI 48080; Phone: 586-210-2464; Fax: 586-204-2473; Email: guestjoh@gmail.com; Website: www.guestmalacheye.com.