

YOUR INFORMATION. YOUR RIGHTS. OUR RESPONSIBILITIES.

This Notice describes how medical information about you may be used and disclosed and how you can access this information. Please review it carefully.

For Eyes is committed to protecting your health information. This Notice of Privacy Practices (“Notice”) describes how we protect your privacy as we provide health care services to you. It describes the health information we collect about you, how we use it, and with whom we share it. This Notice also explains your rights and some of our responsibilities to help you. We are required by law to maintain the privacy of your health information, give you this Notice explaining your rights as well as our privacy obligations and privacy practices concerning your health information, and to follow the terms of the Notice that is currently in effect.

We will not use or disclose your health information other than as described in this Notice 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, by contacting us as described in Section 7 (*Contact Us*).

A Word About Federal and State Law: The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) is a federal law that provides protection for the privacy and security of health information. There are also state laws that require us to protect your health information. When federal and state privacy laws are different and conflict, and the state law is more protective of your health information or provides you with greater access to your health information, then we will follow state law if the laws of that state apply to you.

(1) WHAT HEALTH INFORMATION IS PROTECTED?

Your health information is generally information related to your treatment that includes demographic information (such as your name or address), unique numbers that may identify you (such as your Social Security number), and other types of information that may identify who you are. Some examples of health information include: information indicating that you are a patient of ours; information about health care products or services that you received from us; and information about your health benefits under an insurance plan.

(2) OUR TYPICAL USES AND DISCLOSURES

In this section, we describe how we typically use and disclose your health information.

- (a) Treatment:** We may use and disclose your health information to provide, coordinate, and manage your health care. We may also share your health information with others who provide care to you or are involved in your care such as doctors, hospitals, nurses, optical dispensers, medical equipment providers, and pharmacies. For example, we may ask for a copy of your health information from another optometrist that you have seen.
- (b) Payment:** We may use and disclose your health information to bill and get payment for the care that we provide to you or to assist others who care for you to bill and get payment for that care. For example, we may share your health information with a billing company or with your vision insurance plan to obtain prior approval for your care or to make sure your plan will cover your care.
- (c) Health Care Operations:** We can use and disclose your health information to improve your care, contact you when necessary, and run our business. For example, we may use your health information to evaluate the performance of our staff in caring for you. We may also use and disclose your health information to get

accounting, auditing, information technology, legal, and other services and for teaching, business management, and planning purposes. We may use your health information in combination with other patients' health information to learn where we can improve our care, services, and operations.

- (d) **Fundraising:** We or a charitable foundation related to us may use and disclose a limited amount of your health information to contact you to raise funds in support of the foundation's cause. The health information may include your name, dates and locations you received services, health insurance status, and your demographic information such as address and telephone number. For example, we may contact you about donating eyeglasses to those in need. Any fundraising communications you receive from us will include information on how you can elect not to receive any further fundraising communications from us.

(3) OTHER PERMITTED USES AND DISCLOSURES

We are allowed or required by law to share your health information in other ways—usually in ways that contribute to the public good. We may use and disclose your health information to carry out the following activities:

- (a) **Help with Public Health and Safety Issues:** We may share your health information for certain situations such as: (1) preventing disease, (2) helping with product recalls, (3) reporting adverse reactions to medications or products, (4) reporting suspected abuse, neglect, or domestic violence, (5) preventing or reducing a serious threat to the health and safety of you or another person, and (6) other permitted public health purposes.
- (b) **Reminders, Alternative Treatments, and Promotions:** We may use and share your health information to contact you about your health care, products and services that are related to your treatment or our services, alternative treatments and therapies, or to offer gifts of nominal value. For example, we may send you reminders about upcoming appointments, your prescriptions, and an annual vision check. We may also provide you notice about our services, such as promotions on glasses or a new location that may be more convenient for you.
- (c) **Comply with the Law and Respond to Legal Actions:** We will share your health information if federal or state laws require it, including with the Department of Health and Human Services if it wants to see that we are complying with federal privacy law. We may also share your health information in response to a court or administrative order or in response to a subpoena.
- (d) **Address law enforcement, government requests, and workers' compensation:** We may use and share your health information (1) with a law enforcement official or for law enforcement purposes, (2) with health oversight agencies for activities authorized by law, such as audits and inspections, (3) for special government functions such as military, national security, and presidential protective services, and (4) for workers' compensation claims.
- (e) **Research:** We may use and share your health information for health research.
- (f) **Organ and Tissue Donation Requests:** We may share health information about you with organ procurement organizations or as necessary to facilitate organ or tissue donation and transplant.
- (g) **Medical Examiners or Funeral Directors:** We may share your health information with coroners, medical examiners, or funeral directors to carry out their duties.
- (h) **Shared Medical Record and Health Information Exchanges:** As a part of our business operations, we may keep your health information in a community-wide or shared electronic medical record system that allows health care providers at different For Eyes ACE locations, including in other states, the ability to access and retrieve copies of your treatment records, including your prescription. We may also participate in one or more health information exchanges ("HIE") that allow us to share information that we obtain or create about you

with other health care providers or entities. For example, information about your past medical care and current medical conditions and medications can be available to us or to your other health care providers if they participate in the same HIE. Exchange of health information can provide faster access, better coordination of care, and assist providers in making more informed decisions about your care.

- (i) **Business Associates.** Some of the activities described in this Notice are performed through contracts with outside vendors and service providers, generally called business associates. We will disclose your health information to our business associates and allow them to access, create, disclose, maintain, transmit, and use your health information to perform their service for us. For example, we may disclose your health information to an outside billing vendor that assists us in billing insurance companies or to an outside software vendor that assists us with managing appointment reminders sent using text messages.

(4) 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. We may require you to exercise your rights in writing by completing a form, signing an authorization, or in a similar manner, as permitted by law. In some cases, we may charge you a reasonable cost-based fee for providing materials to you, such as giving you copies. If you have questions about how to exercise your rights or any fees we may charge, please contact us as described in Section 7 (*Contact Us*).

- (a) **Right to Inspect and Get a Copy of Your Medical Record:** You can ask to see or get a copy of your medical record and other health information we have about you. You can receive an electronic copy if we can readily produce an electronic copy. In some limited circumstances, we may be permitted to deny your request. If we do, we will tell you and you will have the right to appeal that decision. We will provide a copy or summary of your health information, usually within 30 days of your written request or sooner if required by state law.

- (b) **Right to Ask Us to Correct Your Medical Record:** You can ask us to correct health information about you that you think is incorrect or incomplete. We may ask you to provide a reason for the request. We may say “no” to your request, but we will tell you why in writing within 60 days or sooner if required by state law.

- (c) **Right to Ask Us to Limit What Health Information We Use or Share:** You can ask us not to share certain health information about you (1) for treatment, payment, or health care operations, or (2) to someone who is involved in your care or the payment for it, such as a family member or friend. We are not required to agree to your request. Also, if you pay for a service or health care item out-of-pocket in full, you can ask us not to share this information for the purpose of payment or our health care operations with your health insurer. We will say “yes” unless a law requires us to share such information.

- (d) **Right to an Accounting of Disclosures:** You can ask in writing for a list (accounting) of the times we have shared your health information for up to six years prior to the date you ask, including who we shared it with, and why. We will include all the disclosures except for those about treatment, payment, health care operations, and certain other disclosures (such as any you asked us to make). We will provide one accounting a year for free, but will charge a reasonable, cost-based fee if you ask for another within 12 months, unless such fee is prohibited by state law. You may withdraw or modify your request for a subsequent accounting to avoid or reduce the fee.

- (e) **Right to Request Confidential Communications and Specify How We Communicate With You:**

- (1) 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 accommodate reasonable requests. In general, unless you tell us otherwise, we may contact you by regular mail, email, telephone, and text message about your health care, our products and services, and other legally permissible purposes. For example, we may mail you a letter or send you

a text message to remind you of an upcoming appointment or your annual exam, tell you that your prescription is ready, inform you of a billing issue such as a past due payment, or provide you with notices about sales, promotions, and new store locations.

(2) We may at times contact you using autodialed or prerecorded message calls and text messages at the telephone number(s) (including a wireless number or ported landline phone number) you provided to us to contact you more efficiently as well as to carry out the purposes of this Notice. We may share your contact information, including your wireless number, with service providers with whom we contract to assist us in pursuing these interests. Your telephone company may charge you for telephone minutes and to send and receive text messages. **You do not have to consent to receive autodialed or prerecorded message calls or texts to receive services from us.**

(3) You may opt out of receiving certain communications or having us contact you using certain methods. For example, if we email you an announcement about a promotion, you may opt-out of receiving future promotional announcements by following the opt-out instructions in the email. Similarly, you may unenroll from appointment reminder texts by following the text messaging prompts.

(4) If you wish to ask us to contact you in a specific way or have any questions about how we may communicate with you, you may contact us as described in Section 7 (*Contact Us*).

(f) **Right to Get a Paper Copy of this Notice:** You may ask for a paper copy of this Notice at any time, even if you have agreed to receive the Notice electronically. We will promptly provide you with a paper copy. Copies can be obtained at any For Eyes location, at www.foreyes.com, or by contacting us as described in Section 7 of this Notice.

(g) **Right to Authorize 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. You, or your personal representative, may need to provide us with authorizing paperwork before we can evaluate if the person has this authority and can act for you before we take any action.

(h) **Right to be Notified of a Breach:** We will let you know promptly if a breach occurs that may have compromised the privacy or security of your health information.

(5) 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, you may contact us as described in Section 7 (*Contact Us*).

(a) **Family, Friends, and Others Involved in Your Care:** We may share your health information with individuals, such as family and friends, who are involved in your care or who help pay for your care, unless (1) you object and tell us not to, (2) we believe in our professional judgment that it is in your best interest, or (3) we are restricted by state law. We may share your health information with such individuals if you tell us we can do so, or if you know we are sharing your health information with these people and you do not object or stop us. There may also be circumstances when we can assume, based on our professional judgment, that you would not object. For example, we may assume you agree to our disclosure of your health information to your spouse if your spouse comes with you into the exam room during your eye exam. If you are not able to tell us your preference, for example if you are unconscious, we may share your health information if we believe it is in your best interest. We may also share health information about you with a disaster relief organization, such as the Red Cross, that is assisting in a disaster relief effort so that your family can be notified about your condition and location.

(b) **Psychotherapy Notes, Marketing, and Sale of Health Information:** Except as otherwise required or permitted by law, we must obtain your written authorization for (1) most uses and disclosures of our psychotherapy notes related to you (if recorded or maintained by us), (2) sending you marketing information about third-party products or services for which we are receiving direct or indirect payment, or (3) the sale of your health information.

(6) CHANGES TO THIS NOTICE

We may change this Notice from time to time. The changes will apply to all health information about you that we have at the time of the change, and to all health information about you that we keep in the future. Generally, the changes will take effect when they appear in a revised Notice. The new Notice will be available upon request, in our office, and on our website.

(7) QUESTIONS OR COMPLAINTS

Please contact us if you have any questions or would like to file a complaint. *We will not retaliate against anyone for filing a complaint or expressing concerns.* You have the right to file a complaint with us or with the Secretary of Health and Human Services, if you feel your rights have been violated or that For Eyes has not met its obligations under HIPAA.

To file a complaint with us, contact our Privacy Officer by emailing foreyescompliance@melniklegal.com, with copy to compliance@foreyes.com, or by calling 1-855-888-0719.

To file a complaint with the Secretary of Health and Human Services, call 1-877-696-6775, write to 200 Independence Avenue, S.W., Room 509F HHH Bldg., Washington, D.C. 20201, or visit www.hhs.gov/ocr/privacy/hipaa/complaints/.

(8) WHO WILL FOLLOW THIS NOTICE?

GrandVision USA Retail Holding Corporation is the parent company of For Eyes.

This Notice applies to GrandVision USA Retail Holding Corporation, For Eyes Optical Company, For Eyes Optical of Puerto Rico, LLC, Insight Optical Manufacturing Company of Florida, Inc., and GWA Optical LLC (collectively, “For Eyes”), including those locations and employed optometry practices branded as FOR EYES and JCPENNEY OPTICA (in Puerto Rico only), as well as any practices now or in the future controlled by or under common control of GrandVision USA Retail Holding Corporation, all of which collectively form the For Eyes Affiliated Covered Entity (“For Eyes ACE”). The members of the For Eyes ACE will share your health information with each other as permitted by HIPAA, this Notice, and state law.

For Eyes makes, sells, and provides eyewear and accessories and may provide vision exams. For Eyes also makes arrangements with licensed independent optometrists to provide vision exams within or next to For Eyes locations. **Independent practitioners do not belong to the For Eyes ACE and they control their own decisions, actions, and exam records, as well as how they use and disclose your health information.** Please review the Notice of Privacy Practices from the independent practitioners to understand how they use and disclose your health information. **JCPenney Company, Inc., JCPenney Puerto Rico, Inc., and their related and affiliated entities do not belong to the For Eyes ACE and hereby disclaim all responsibility for this Notice and the obligations herein.**