

Permissible Uses and Disclosures of Your PHI that BMSG Can Make Without Your Authorization

- Your PHI will be used or disclosed for treatment, payment, or healthcare operations/purposes related to the care provided to you and for other purposes as permitted or required by law. While we cannot list every possible use or disclosure all of the ways we may use or disclose your PHI without your authorization will fall into one of the categories listed below.
- If we want or need to use or disclose your PHI for purposes that do not fall into these general categories, we will first have to obtain your written authorization. In the event you have issued us an authorization, you have the right to withdraw your authorization in writing at any time, except if we have relied on the authorization before you inform us of your withdrawal.

BMSG does not need your authorization of permission to use or disclose your PHI for the following purposes

Treatment: BMSG, as a health care provider that provides physicians with clinical laboratory testing for their patients, uses the PHI it receives from your physicians as part of its testing processes (to identify and enter your specimens and tests into our system(s)). Additionally, after completing the testing, BMSG reports your results, as new PHI, back to your physicians and/or other authorized health care professionals who are treating you based on those results. In addition to your treating physician, we may provide your PHI to a consulting specialist physician. In those instances, because we are not local to you and your physician, we will need to confirm this type of request, in any acceptable manner (e.g.: email, letter, telephone), informing us of your desired disclosure to a specialist. We may also disclose your PHI to another testing laboratory if we are unable to perform the testing ourselves and need to refer your specimen to that laboratory to perform the requested testing.

Payment: Our billing/ accounting department(s) will use and disclose your PHI to insurance companies, health plans, hospitals, state agencies and other providers for any necessary payment purposes. For example, we will send your name, date of service, test performed, diagnosis code, and other information to the health plan you are a member of so that the plan will pay us for the services we have provided you. This right of use extends to third parties/agencies we may need to use to assist us in collecting payment for our services.

Health Care Operations: Your PHI will be used during activities required to support BMSG's health care operations, such as tracking our utilization of resources, detecting fraud (or other suspicious activities that we might identify), reviewing our billing and claims processing efficiencies, or for performing quality checks on our information systems. This information will be used internally to continually improve the quality and effectiveness of the healthcare services we provide. We may also disclose your PHI to other health care providers or payers for their health care operations, but only if they already have a relationship with you and only if the purpose is for quality assurance activities, peer review activities, detecting fraud, or for other limited purposes.

Disclosures to Business Associates: BMSG may disclose your PHI to other companies or individuals who need your PHI in order to provide specific services to us. Because these entities are not normally providing services related to the type of what we are providing you, they are called "Business Associates". They must comply with the specific terms of a contract, or "Business Associate Agreement" (SOP.310_Appendix3-Contract Establishment & Review Guidelines), designed to ensure that they will use and maintain the privacy and security of your PHI in the same manner that we do. Additionally, in compliance with the Privacy Rule and its own policies, BMSG will make every effort possible to ensure that whatever disclosure is made of your PHI, it will be limited to that which is minimum and necessary for the support services to be provided. For example, your PHI may be

disclosed to couriers we use to transport specimens. We will only provide such with the minimum information (PHI) they need to perform their services. We also may share aggregate, non-personal information about our operations, or information management systems, maintaining confidentiality of traceability.

BMSG may also use or disclose your PHI without your authorization for the following purposes, as permitted or required by law:

When required by law: in order to comply with local or EU law, the order of the court, or the orders of a governmental agency.

Public health: to public health authorities for preventing or controlling disease, injury, or disability, such as reporting vital, or communicable/ sexually transmitted disease information.

Health oversight activities: to health oversight agency for oversight activities authorized by law (for example as part of mandated laboratory inspection of our facilities by regulators).

Judicial and administrative proceedings: to courts, parties to a lawsuit or government agencies as may be required during the course of a judicial or administrative proceeding.

Law enforcement: to law enforcement officials relating to crimes and other law enforcement purposes.

Coroners/ Medical Examiners: to coroners, medical examiners, or funeral directors for the purpose of identification or determining the cause of death or for other duties authorized by law.

Research: to researchers when the individual's waiver or alteration of authorization and the researcher's proposed research and established research protocols have been approved by either an institutional review board or a privacy board to ensure the privacy of PHI.

Threat to health or safety: consistent with law, to prevent a serious threat to personal health or safety to others (an agency's investigation of a physician's license).

Specialized government functions: to military command authorities, national security and intelligence officials for activities deemed necessary to carry out their respective missions, or to law enforcement officials having custody of an inmate.

Workers' compensation: to the extent authorized by and to the extent necessary to comply with laws relating to workers' compensation or similar programs.

Your Rights Concerning the Privacy and Confidentiality of Your PHI:

Access: You have the right to look at and get a copy of your PHI. You must ask for this in writing. We will respond within thirty (30) days from receipt of your request. If your request is denied, we must explain the reasons why in writing and tell you what rights you have. If we do not have the information, you seek but we do know where it is, we must inform you of that.

Changes: You have the right to ask us to change your PHI related to your treatment and bills if you think there has been a mistake or that information is missing. You must make your request in writing and give the reason for the request. BMSG has sixty (60) days to respond to the request. If we are unable to act on the request within the 60 days, we will notify you that we are extending the response time by 30 days. If we extend the response time, we will explain the delay to you in writing and give you a new date of when to expect a response. We may deny your request. If we deny your request, we must give you a

written statement with the reasons for your denial and what other steps are available to you. If we grant your request, we will ask you to tell us the persons you want to receive the changes. You need to agree to have us notify them along with any other who received the previous information before the changes were made, and who may have relied on that information to treat you.

Accounting: You have the right to get a record of the times your health information has been shared. You must make your request in writing. You may request this as far back the 27/06/2016; retention will be for 10 years. The listing you get will include the date, name, and address (if known) of the person or organization receiving your information. It will also include a brief explanation of the information given and the reasons for the disclosure.

The following exceptions apply:

- sharing your PHI for the purposes of treatment, payment, or health care operations
- sharing your PHI if you gave permission in writing (signed an authorization form)
- sharing your information in our data systems
- sharing your information with persons involved in your care
- sharing your information to communicate with you about your health condition
- sharing your information prior to 27/06/2016.

BMSG has sixty (60) days to respond to the request. If we are unable to act on the request within the 60 days, we will notify you that we are extending the response time by 30 days.

If we extend the response time, we will explain the delay to you in writing and give you a new date of when to expect a response. Your first request for a record in any 12-month period is free. Subsequent requests will be at a cost. We will notify you of the fee before we do the work so that you may stop the request if you do not wish to pay the fee.

Restrictions: You have the right to ask for restrictions on the uses of your health information for treatment, payment, or health care operations. BMSG is not required to agree to your request. You may not ask us to restrict uses and disclosures that we are legally required to make.

Confidential Communications: You have the right to request how and where BMSG is to send your PHI or communicate with you regarding any PHI, including billing information. It is your responsibility to provide us with contact information we can use to contact you. We may ask that you put your request in writing, but we do not have the right to ask you the reason for this.

Notice of Privacy Practices: You have the right to receive a paper copy of this NPP upon request, even if you previously agreed to receive this NPP electronically.

How We Protect Information: Online – Offline (Digital and hardcopy)

- We exercise great care to protect your personal information. This includes, among other things, using industry standard techniques such as firewalls, encryption, and intrusion detection. As a result, while we strive to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us or receive from us. This is especially true for information you transmit to us via email since we have no way of protecting that information until it reaches us since email does not have the security features that are built into our websites.

- De-personalized data is maintained with routine procedures utilizing anonymized client codes from receipt to release within our QMS (quality management system), and all other physical or IT (information technology) based systems inclusive of telephone and facsimile. Web-based and LIMS (laboratory information management systems) data transfer and storage processes maintain ISO27001 relevant procedures and adhere to our Information Security Policy (SOP.450 Information Security), sample processing (SOP.380 Reporting Results, SOP.310 Pre-examination processes v3), and Business Continuity Plan (BCP), amongst others.

In addition, we limit BMSG employees and contractors' access to personal information. Only those employees and contractors with a business reason to know have access to this information. We educate our employees about the importance of maintaining confidentiality of customer information. We also review our security arrangements from time to time as we deem appropriate.

How can you help protect your information?

If you are using a BMSG website for which you registered and choose a password, we recommend that you do not divulge your password to anyone. We will never ask you for your password in an unsolicited phone call or in an unsolicited email. Also remember to sign out of the BMSG website and close your browser window when you have finished your work. This is to ensure that others cannot access your personal information and correspondence if others have access to your computer.

Links to Other Sites

We want to provide site visitors valuable information, services, and products. Featured programs and other site content within the BMSG site may link our users to third party sites. BMSG does not control and is not responsible for practices of any third-party websites, although they will be subject to our "Business Associate Agreement" terms and conditions (SOP.310_Appendix 3-Contract Establishment & Review Guidelines), and other risk assessment criteria.

Note: From time to time, we may change this privacy statement. For example, as we update and improve our services, new features may require modifications to the privacy statement. Accordingly, please check back periodically.

Non-Discrimination Notice

BMSG does not discriminate on the basis of race, color, national origin, age, disability, or sex. BMSG does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex (see Anti-Discrimination and Anti-Harassment Policies)

How to exercise your rights:

To exercise any of your privacy rights, please write to us at the address at the beginning of this NPP with your specific written request. Be sure to include sufficient information for us to identify all your records. For additional details, or for instructions regarding how to exercise these rights, please contact us.

How to File a Complaint:

If you believe your privacy rights have been violated, you have the right to register a complaint with BMSG, or the European Courts of Justice (cvce.eu). BMSG will not retaliate against any individual for filing a complaint. You may file a complaint by writing to us at the address at the beginning of this NPP.