Powers Eye Center PLLC

Dr. Chad Waggoner OD
6160 Tutt Blvd., Suite 220 • Colorado Springs, CO 80923 • (719) 598-5068 • Fax: (719) 694-2266

NOTICE OF PRIVACY PRACTICES

Effective August 7, 2026

This Notice describes how health information about you may be used and disclosed and how you may obtain access to that information. Please review it carefully. Protecting the privacy of your health information is important to us.

OUR LEGAL DUTY

We are required by applicable federal and state law to maintain the privacy of your health information and to provide this Notice describing our privacy practices, legal duties, and your rights. We must follow the practices described while this Notice is in effect.

This Notice takes effect August 7, 2026 and remains in effect until replaced. We may change our privacy practices and this Notice when permitted by law, including for health information maintained before the change. We will make a revised Notice available upon request. Contact us for information or additional copies.

USES AND DISCLOSURES OF HEALTH INFORMATION

We may use and disclose health information for treatment, payment, and health care operations.

Treatment

We may use your health information within our office to provide care and may share it with referring physicians, pharmacies, or other health care personnel involved in your treatment.

Payment

We may use health information to obtain payment for services, including insurance forms, statements, and bills. We may also use biometric identifiers, including fingerprints and voice prints, and security cameras in office operations.

Health Care Operations

Health information may be used for staff performance evaluations, training of technicians, interns, associates, and business or clinical employees, insurance or government audits, quality assurance and compliance reviews, and certification, licensing, or credentialing.

Appointment Reminders

Our office or a contracted third party may remind you of appointments or that it is time to contact us. We may also follow up regarding care, treatment options, or services. Communications may include postcards, letters, telephone calls, email, or fax unless you tell us in writing that you do not want such reminders.

Marketing Health-Related Services

We will not use your health information for marketing communications without your written authorization, except as otherwise permitted by this Notice or applicable law.

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Additional Uses and Disclosures

Your Authorization

You may provide written authorization for us to use or disclose your health information to anyone for any purpose. You may revoke an authorization in writing at any time. Revocation does not affect uses or disclosures made while the authorization was in effect.

Family, Friends, and Caregivers

We may share health information with people you identify as helping with home hygiene, treatment, medications, or payment. When you are present, we will provide an opportunity to object. In an emergency, when you cannot tell us what you want, we may use our best judgment and share information when important to those involved in your care. We may also use professional judgment to allow someone to pick up prescriptions, contact lenses, medical supplies, or similar items.

Required by Law

As permitted or required by state or federal law, we may disclose health information to law enforcement for certain purposes, including limited circumstances involving victims of crime or reporting a crime.

Abuse or Neglect

We may disclose health information to appropriate authorities when we reasonably believe you may be a victim of abuse, neglect, domestic violence, or another crime, or when disclosure is necessary to avert a serious threat to your health or safety or the health or safety of others.

National Security

We may disclose health information to federal officials or military authorities when necessary for investigations related to public health or national security. We may also disclose information to correctional institutions or law enforcement officials having lawful custody of protected health information under certain circumstances. If we believe it is necessary to share protected health information in a situation not described above, we will first seek special written permission when required by state or federal law.

PATIENT RIGHTS

Access

You may inspect or obtain copies of your health information, with limited exceptions, and may request an alternative format when reasonably practicable. Requests must be in writing. We may charge reasonable cost-based fees, including $1.00 per page, $15.00 per 1/2 hour for staff time, and postage when applicable. Alternative formats and summaries may be subject to a cost-based fee.

Disclosure Accounting

You may request an accounting of certain disclosures made by us or our business associates for purposes other than treatment, payment, health care operations, and certain other activities, for the preceding six years, subject to applicable law. Additional requests within a 12-month period may be subject to a reasonable cost-based fee.

Restriction

You may request additional restrictions on use or disclosure of your health information. We are not required to agree, but if we do, we will abide by the agreement except in an emergency or as otherwise required by law.

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Patient Rights & Complaints

Alternative Communication

You may request communication about your health information by alternative means or at alternative locations. Requests must be in writing and specify the requested means or location and satisfactory information about payment arrangements.

Amendments

You may request that your records be updated or modified if you believe health information is incorrect or incomplete. Requests must be in writing and explain the reason. A request may be denied if the information was not created by our office, is not part of our records, or is determined to be accurate and complete.

SMS TERMS AND CONDITIONS

Program Description: By providing your mobile phone number, you agree to receive SMS messages from Powers Eye Center PLLC.

Message Types: Appointment reminders, confirmations, scheduling updates, office notifications, account notifications, and marketing messages only if separately opted in.

Message Frequency: Message frequency may vary.

Fees: Message and data rates may apply.

Opt-Out: Reply STOP to unsubscribe at any time.

Help: Reply HELP or contact Powers Eye Center PLLC at (719) 598-5068 or powerseyecenter@gmail.com.

Consent: Consent to receive SMS messages is not a condition of receiving care or services.

Carrier Disclaimer: Carriers are not liable for delayed or undelivered messages.

Mobile Information Sharing: No mobile information will be shared with third parties/affiliates for marketing/promotional purposes. Mobile information will only be shared with trusted third-party service providers strictly for the purpose of order fulfillment (such as shipping carriers, delivery services, and order tracking systems) to complete your transaction and provide delivery updates.

QUESTIONS AND COMPLAINTS

For questions or concerns about our privacy practices, contact us using the information below. If you believe your privacy rights have been violated, or you disagree with a decision concerning access, amendment, restriction, or alternative communication, you may submit a written complaint to our office. You may also submit a written complaint to the U.S. Department of Health and Human Services as permitted by law.

We support your right to the privacy of your health information. Please let us know of any concerns or complaints in writing

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FINANCIAL POLICY

Payment for Professional Services

We accept cash, checks, debit cards, and credit cards. Unless we are billing insurance or prior payment arrangements have been made, payment is due at the time of service.

For your convenience, Powers Eye Center may send a secure payment link by text message to the mobile phone number on file. By providing your mobile phone number, you authorize our office to send payment requests, billing notifications, and other account-related communications by text message. Standard messaging and data rates may apply.

A 25% payment-in-full-at-time-of-service discount may be available on certain professional fees. This discount does not apply to amounts that are billed. Professional fees are non-refundable.

Payment for Optical Goods

Contact lenses and eyewear must be paid in full before ordering unless insurance benefits have been verified and the plan has confirmed payment to our office. Any amount not covered by insurance is due at the time of ordering.

Optical goods are subject to the following return and exchange policies:

Contact lenses: Unopened, unmarked boxes may be exchanged within 90 days. Opened or written on boxes are non-refundable.

Eyewear: Satisfaction is guaranteed for 30 days.

Glasses returned within 30 days, in the same condition as dispensed, may be eligible for a refund after verification and are subject to a 20% restocking fee.

After 30 days and through 60 days, an undamaged return may qualify for a store credit equal to 50% of the original patient payment.

After 60 days, there are no returns or refunds. Damaged frames are non-refundable.

Insurance Plans

Your insurance policy is a contract between you and your insurance company. Powers Eye Center PLLC is not a party to that contract. You are responsible for understanding your insurance benefits and coverage.

If insurance coverage cannot be verified, we may require payment at the time of service. When we accept your insurance, you are responsible for all applicable copayments, deductibles, coinsurance, and other patient responsibility.

You must provide current insurance card(s), photo identification, and accurate insurance information. Please notify our office of any changes in coverage.

In-Network Insurance

We will submit claims to your insurance plan when applicable. Payment may be required in advance and in full for services that are not covered, are considered routine, or cannot be verified at the time of service, including services provided on weekends or holidays.

If coverage is verified on the next business day and an overpayment has been made, covered amounts will be reimbursed as applicable.

Out-of-Network Insurance

We may submit claims to your insurance company as a courtesy. Payment may be required in advance and in full for some or all services.

When applicable, any reimbursement received from the insurance company will be forwarded to you or applied to your account, as appropriate.

Assignment of Benefits, Agency & Release of Information

I understand that I am ultimately responsible for payment of all charges incurred by me or my dependents.

I assign my insurance benefits to Powers Eye Center PLLC and authorize my insurance company to make payment directly to the practice. If my insurance company does not pay for services for any reason, I understand that I am personally responsible for the remaining balance.

I authorize Powers Eye Center PLLC to act as my agent with my health and/or vision insurance companies for the purpose of obtaining eligibility, benefits, coverage, payment, claim status, and other relevant information concerning current, previous, or future claims.

This authorization remains valid until revoked by me in writing.