

# Forest Lake Smiles

## NOTICE OF PRIVACY PRACTICES

Effective January 1, 2015

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.  
PLEASE REVIEW IT CAREFULLY

**In the event that Minnesota State Regulations pertaining to privacy are stricter than Federal Regulations, this Practice will follow the Minnesota State Regulations.** If you have any questions about this notice, please contact our Privacy Officer.

We are required by law to maintain the privacy of protected health information and to tell you of our legal duties. Disclosures of your protected health information without authorization is strictly limited to defined situations that include emergency care, quality assurance activities, public health, research, and law enforcement activities. We use and disclose your information for the purposes of treatment, payment and healthcare operations and for other purposes that are permitted or required by law. This Notice also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

Unless you give us an additional written authorization, we cannot use or disclose your health information for any reason except as described in this Notice. You may request a copy of our Notice at any time. We reserve the right to change our privacy practices and the terms of this Notice at any time, provided such changes are permitted by applicable law. The new notice will be effective for all protected health information that we maintain at that time. Upon your request, we will provide you with any revised Notice of Privacy Practices by accessing our website; or by calling the office and requesting that a revised copy be sent to you in the mail; or asking for one at the time of your next appointment.

### USES AND DISCLOSURES OF HEALTH INFORMATION

**Treatment:** We may use or disclose your health information to a physician or other healthcare provider providing treatment to you.

**Payment:** We may use and disclose health information about you so that the treatment and services you receive from us may be billed to and payment collected from you, an insurance company, or a third party.

**Healthcare Operations:** We may use and disclose your health information in connection with our healthcare operations. Healthcare operations include quality assessment and improvement activities, reviewing the competence or qualifications of healthcare professionals, evaluating practitioner and provider performance, conducting training programs, accreditation, certification, licensing or credentialing activities. We may share your protected health information with third party "business associates" that perform various activities (e.g., billing, transcription services) for the practice. Whenever an arrangement between our office and a business associate involves the use or disclosure of your protected health information, we will have a written contract (Business Associate Agreement) that contains terms that will protect the privacy of your protected health information. Effective January 1, 2015, our Business Associate Agreements have been amended to provide that all of the HIPAA security administrative safeguards, physical safeguards, technical safeguards and security policies, procedures, and documentation requirements apply directly to the business associate and their subcontractors.

We may use or disclose your protected health information, as necessary, to provide you with information about treatment alternatives or other health-related benefits and services that may be of interest to you. We may also use and disclose your protected health information for other marketing activities as allowed by the regulations. We will receive your authorization for all treatment and health care operations communications where we receive financial remuneration for making the communications from a third party whose product or service is being marketed. For example, your name and address may be used to send you a newsletter about our practice and the services we offer.

### Other Permitted and Required Uses and Disclosures That May Be Made With Your Consent, Authorization or Opportunity to Object

We may use and disclose your protected health information in the following instances. You have the opportunity to agree or object to the use or disclosure of all or part of your protected health information. If you are not present or able to agree or object to the use or disclosure of the protected health information, then your provider may, using professional judgment, determine whether the disclosure is in your best interest. In this case, only the protected health information that is relevant to your health care will be disclosed.

**Your Authorization:** In addition to our use of your health information for treatment, payment or healthcare operations, you may give us written authorization to use your health information or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Disclosures to other providers within related health care entities when necessary for current treatment do NOT require an Authorization.

**To your Family and Friends:** We must disclose your health information to you, as described in the Patient Rights section of this Notice. We may disclose your health information to a family member, friend or other person to the extent necessary to help with your healthcare or with payment for your healthcare.

**Persons Involved In Care:** We may use or disclose health information to notify, or assist in the notification of (including identifying or locating) a family member, your personal representative or another person responsible for your care, of your location, your general condition, or death. If you are present, then prior to use or disclosure of your health information, we will provide you with an opportunity to object to such uses or disclosures. In the event of your incapacity or emergency circumstances, we will disclose health information based on a determination using our professional judgment disclosing only health information that is directly relevant to the person's involvement in your healthcare. We will also use our professional judgment and experience with common practice to make reasonable inferences of your best interest in allowing a person to pick up filled prescriptions, medical supplies, x-rays or other similar forms of health information.

**Marketing Health-Related Services:** We will not use your health information for marketing communications to third parties without your prior written authorization. We will receive your authorization for all treatment and health care operations communications where we receive financial remuneration for making the communications from a third party whose product or service is being marketed.

**Fundraising Activities.** If we engage in any fundraising activities, you have a right to opt out of receiving further fundraising communications.

**Required by Law:** We may use or disclose your health information when we are required to do so by law.

**Abuse or Neglect:** We may disclose your health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes. We may disclose your health information to the extent necessary to avert a serious threat to your health or safety or the health or safety of others.