



Notice of Privacy Practices

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

This notice is effective January 1, 2025.

Overview:

This notice provides information about the use and disclosure of your protected health information (PHI) by North Idaho Eye Institute, Inc, North Idaho Cataract and Laser, Inc, and Coeur d'Alene Optical, Inc.

This Notice:

- Describes your rights and our obligations for using your protected health information.
- Informs you about laws that provide special protections to you.
- Explains how your health information is used and how, under certain circumstances, it may be disclosed.
- Tells you how changes to this Notice will be made available to you.

We are required by law to maintain the privacy of your protected health information, to notify you of our legal duties and privacy practices with respect to your health information, and to notify affected individuals following a breach of unsecured health information. This Notice summarizes our duties and your rights concerning your information. Our duties and your rights are set forth more fully in 45 CFR Part 164. We are required to abide by the terms of our Notice that is currently in effect.

1. **Uses and Disclosures We May Make Without Written Authorization.** We may use or disclose your health information for certain purposes without your written authorization, including the following:
 - a. **Treatment.** We may use or disclose your information for the purpose of treating you. For example, we may disclose your information to another health care provider, so they may treat you; to provide appointment reminders; or to provide information about treatment alternatives or services we offer.
 - b. **Payment.** We may use or disclose your information to obtain payment for services provided to you. For example, we may disclose information to your health insurance company or other payer to obtain pre-authorization or payment for treatment.
 - c. **Healthcare Operations.** We may use or disclose your information for certain activities that are necessary to operate our practice and ensure that our patients receive quality care. For example, we may use information to train or review the performance of our staff or make decisions affecting the practice.
 - d. **Business Associates.** We may disclose your health information to business associates with whom we contract to provide services. For example, we may disclose your information to a company that assists us in billing.
 - e. **Military.** If you are a member of the armed forces, we may disclose information about you as required by military command authorities or to the Department of Veterans Affairs.
 - f. **Incidental Uses and Disclosures.** There are certain uses or disclosures of your information that may occur while We are providing service to you or conducting our business. For example, after surgery the nurse or doctor may need to use your name to identify family members that may be waiting for you. Other individuals may hear your name called. We will make reasonable efforts to limit these incidental uses and disclosures.
 - g. **Other Uses or Disclosures.** We may also use or disclose your information for certain other purposes allowed by 45 CFR § 164.512 or other applicable laws and regulations, including the following:



- i. To avoid a serious threat to your health or safety or the health or safety of others.
 - ii. To emergency response teams for continuity of care should you need transferred to another facility.
 - iii. As required by state or federal law such as reporting abuse, neglect or certain other events.
 - iv. As allowed by workers compensation laws for use in workers compensation proceedings.
 - v. For certain public health activities such as reporting certain diseases.
 - vi. For certain public health oversight activities such as audits, investigations, or licensure actions.
 - vii. In response to a court order, warrant or subpoena in judicial or administrative proceedings.
 - viii. For certain specialized government functions such as the military or correctional institutions.
 - ix. For research purposes if certain conditions are satisfied.
 - x. In response to certain requests by law enforcement to locate a fugitive, victim or witness, or to report deaths or certain crimes.
 - xi. To coroners, funeral directors, or organ procurement organizations as necessary to allow them to carry out their duties.
2. **Disclosures We May Make Unless You Object.** Unless you instruct us otherwise, we may disclose your information described below.
 - a. To a member of your family, relative, friend, or other person who is involved in your healthcare or payment for your healthcare. We will limit the disclosure to information relevant to that person's involvement in your healthcare or payment.
 - b. To maintain our facility directory. If a person asks for you by name, we will only disclose your name, general condition, and location in our facility. We may also disclose your religious affiliation to clergy.
 - c. To our Accountable Care Organization as part of a Medicare Shared Savings Program.
 - d. To Idaho Health Data Exchange to improve the quality and coordination of your care with other participating providers.
3. **Uses and Disclosures With Your Written Authorization.** *Other uses and disclosures not described in this Notice will be made only with your written authorization, including most uses or disclosures of psychotherapy notes; for most marketing purposes; or if we seek to sell your information. You may revoke your authorization by submitting a written notice to the Privacy Contact identified below. The revocation will not be effective to the extent we have already taken action in reliance on the authorization.*
4. **Your Rights Concerning Your Protected Health Information.** *You have the following rights concerning your health information. To exercise any of these rights, you must submit a written request to the Privacy Officer identified below.*
 - a. You may request additional restrictions on the use or disclosure of information for treatment, payment or healthcare operations. We are *not* required to agree to the requested restriction except in the limited situation in which you or someone on your behalf pays for an item or service, and you request that information concerning such item or service not be disclosed to a health insurer.
 - b. We normally contact you by telephone or mail at your home address. You may request that we contact you by alternative means or at alternative locations. We will accommodate reasonable requests.
 - c. You may inspect and obtain a copy of records that are used to make decisions about



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your care or payment for your care, including an electronic copy. We may charge you a reasonable cost-based fee for providing the records. We may deny your request under limited circumstances, e.g., if we determine that disclosure may result in harm to you or others.

- d. You may request that your protected health information be amended. We may deny your request for certain reasons, e.g., if we did not create the record or if we determine that the record is accurate and complete.
- e. You may receive an accounting of certain disclosures we have made of your protected health information. You may receive the first accounting within a 12-month period free of charge. We may charge a reasonable cost-based fee for all subsequent requests during that 12-month period.
- f. You may obtain a paper copy of this Notice upon request. You have this right even if you have agreed to receive the Notice electronically.

5. **Cybersecurity Risk Disclosure and Limitation on Liability.** While North Idaho Eye and North Idaho Cataract and Laser Center are committed to maintaining the highest standards of cybersecurity and compliance with all applicable regulations to protect patient information, patients are hereby notified that no system is completely immune to potential cyber threats and risks.

By continuing to receive services from North Idaho Eye and North Idaho Cataract and Laser Center, patients acknowledge and agree to the following:

- a. **Cybersecurity Measures:** North Idaho Eye and North Idaho Cataract and Laser Center employs rigorous cybersecurity measures, including, but not limited to, encryption, firewalls, and access controls, to safeguard patient data from unauthorized access, disclosure, alteration, and destruction.
- b. **Risk of Cybersecurity Incidents:** Despite our best efforts and continued compliance with legal and regulatory requirements, patients acknowledge the potential risk of cybersecurity incidents that may lead to the unauthorized access, use, or disclosure of their personal and medical information.
- c. **Assumption of Risk:** Patients understand and accept that they assume the risk of any cybersecurity incident that may occur, notwithstanding North Idaho Eye and North Idaho Cataract and Laser Center's adherence to best practices and compliance standards.
- d. **Limitation of Liability:** To the fullest extent permitted by law, North Idaho Eye and North Idaho Cataract and Laser Center shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected to cybersecurity incidents, including any loss, unauthorized access, or misuse of patient information.
- e. **Waiver of Class Action Rights:** Patients agree that any claims or disputes arising out of or relating to cybersecurity incidents shall be resolved on an individual basis and hereby waive their right to file or participate in any class or collective actions against North Idaho Eye and North Idaho Cataract and Laser Center.

6. **Changes to This Notice.** We reserve the right to change the terms of this Notice at any time, and to make the new Notice effective for all protected health information that we maintain. If we materially change our privacy practices, we will post a copy of the current Notice in our reception area and on our website. You may obtain a copy of the operative notice from our receptionist or Privacy Officer.

7. **Complaints.** You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated. You may file a complaint with us by notifying our Privacy Officer, Medical Director, Nurse Manager or any of the entities listed below. All complaints must be in writing. We will never retaliate against you for filing a complaint.

8. **Connected Care Network:** We are independently owned and operated, however we are part of an Accountable Care Organization (ACO). Our ACO is the Kootenai Care Network. The



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Kootenai Care Network is a "Clinically Integrated Network." Through clinical integration, physicians, hospitals and payors can work together in a more coordinated way to improve clinical outcomes and provide more cost-effective care. Network members maintain their independence but work together in a mutually accountable way to develop and implement clinical protocols and monitor clinical performance. This helps achieve high quality care in a more efficient manner than can be achieved independently. As quality metrics among network members improve and measurably better patient care is established, the network is able to engage in value-based contracting with both payors and employers.

9. **Contact Information.** If you have any questions about this Notice, or if you want to object to or complain about any use or disclosure or exercise any right as explained above, please contact:

Privacy Officer:

Alysse Craner
1814 Lincoln Way
Coeur d'Alene, ID83814 208-770-3814
acraner@northidahoeeye.com

Medical Director:

Dr. Sara Duke
208-667-2531

Nurse Manager:

Renetta Seeley, R.N.
208-770-3824
rseeley@northidahoeeye.com

Accreditation Association for Ambulatory
Health Care (AAAHC):
1-847-853-6060

Idaho Department of Health and Welfare
Bureau of Facility Standards:
PO Box 83720
Boise, ID 83720-0036
(208) 334-6626
fsb@dhw.idaho.gov

Office for the Medicare Beneficiary
Ombudsman:
www.medicare.gov/claims-and-appeals/medicare-rights/get-help/ombudsman.html

Effective Date: This Notice is effective 01/01/2025