

NOTICE OF PRIVACY PRACTICES

Effective 4/23/2021

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.

Your Health Care Information - Protecting Your Privacy

It is your right as a patient to be informed of the privacy practices of your health care provider as well as your privacy rights with respect to your personal health information. This Notice of Privacy Practices (the "Notice") is intended to provide you with this information.

Forefront Dermatology Responsibilities

It is your right as a patient to be informed of Forefront Dermatology's legal duties with respect to protection of the privacy of your protected health information ("PHI").

Forefront Dermatology is required to:

- Maintain the privacy of your health information;
- Provide you with a notice of the legal duties and privacy practices regarding PHI collected and maintained about you;
- Notify you if you are affected by a breach of unsecured PHI; and
- Abide by the terms of this notice.

Forefront Dermatology reserves the right to change our privacy practices and update this Notice accordingly. We reserve the right to make the revised or changed Notice effective for PHI we already have about you as well as any PHI we receive in the future.

Forefront Dermatology will not use or disclose your PHI without your authorization, except as described in this notice.

Your Rights Regarding Your PHI

NOTE: All written requests must be made in writing to the Forefront Dermatology Privacy Officer at the address below.

You have the right to:

Request a restriction on certain uses and disclosures of your PHI.

You have the right to request restrictions on certain uses and disclosures of your PHI. Requests for restrictions must be in writing, as specified above. You must advise Forefront Dermatology: (1) what information you want to limit; (2) whether you want to limit Forefront Dermatology's internal use, disclosure to third parties, or both; and (3) to whom you want the limit(s) to apply. We are not required to agree to your request, except when you request that we restrict disclosure of your PHI to a health plan for a health care item or service for which you have paid out-of-pocket in full and the disclosure is for the purpose of carrying out payment or health care operations, and not otherwise required by law.

Receive Confidential Communications.

You have the right to request that Forefront Dermatology communicate your PHI to you by alternative means or at alternative locations. We will use our best efforts to accommodate reasonable requests. For example, you may request to be contacted at a phone number that is different from the phone number listed in your health care record.

Access your health record.

You have the right to inspect and obtain a copy of your health care record. This request for access to your health care record must be submitted in writing, as specified above. This right may not apply to certain types of psychotherapy notes. Forefront Dermatology may charge you a reasonable fee for a copy of your health care record.

We will inform you if we cannot fulfill your request, and you can ask us to reconsider the denial by contacting our Privacy Officer at the address below. Depending upon why the denial was made, we may ask a licensed health care professional to review your request and the denial.

You have the right to access your electronic health information in accordance with applicable laws.

Amend your health record.

If you believe that any PHI in your records is incorrect or incomplete, you may submit a written request (as specified above) to correct the information in your records. We may deny your request if you ask us to amend PHI that is: (i) accurate and complete; (ii) not created by Forefront Dermatology; (iii) not part of the PHI kept by or for Forefront Dermatology; or (iv) not PHI that you would be permitted to inspect and copy. If we deny your request, you can ask us, in writing, to review that denial.

Obtain an accounting of disclosures of your PHI.

You have the right to an "accounting of disclosures," which is a list of disclosures of your PHI that we have made to outside parties, except for: (i) those necessary to carry out treatment, payment and healthcare operations; (ii) disclosures made before April 14, 2003; (iii) disclosures made to you; (iv) disclosures you authorized; and (v) certain other disclosures. You may receive one accounting per year at no charge; we may charge you a reasonable fee for each subsequent request.

Your request for an accounting of disclosures must be in writing, as specified above, and must state a time period that may not be longer than six years prior to the date the accounting was requested.

Obtain a paper copy of this Notice of Privacy Practices upon request.

You have the right to obtain a paper copy of this notice upon request. For example, if you received the notice electronically, you may request that Forefront Dermatology provide a paper copy of the notice.

How We May Use and Disclose Your PHI

For Treatment. Forefront Dermatology may use or disclose your PHI in the provision, coordination or management of your health care.

Example: Physicians involved in your care will need PHI relating to your history, symptoms, disease and prognosis in order to coordinate care for you.

Example: Forefront Dermatology may use your PHI to provide you with an appointment reminder.

Example: Forefront Dermatology may send you information about treatment alternatives or other health related services that may be of interest to you.

For Payment. Forefront Dermatology may use or disclose your PHI to obtain reimbursement for the provision of health care services. The bill may include information that identifies you, your diagnosis and your treatment.

Example: Forefront Dermatology may use or disclose your information to your insurer to obtain payment for the provision of health care services, or to obtain prior authorization for the service.

For Health Care Operations. Forefront Dermatology may use or disclose your PHI for our health care operations.

Example: Forefront Dermatology may use your PHI to assess the care and outcomes in your case or to, as a whole, improve the quality and effectiveness of the health care we provide.

To Business Associates. Forefront Dermatology may disclose your PHI to "business associates" who provide services to or on behalf of Forefront Dermatology.

Communication with Individuals Involved in Your Care. Unless you tell us otherwise, we may share your PHI with friends, family members or others you have identified or who are involved in your care. We may share your PHI with disaster relief organizations so that your family, friends or others you have identified can be notified of your location and condition in case of disaster or other emergency.

Research: Under certain circumstances, Forefront Dermatology may use or disclose your PHI for research purposes. Under certain circumstances, we may share your PHI for research purposes without your written permission. All research projects are, however, subject to a special approval process. Most research projects will require your specific permission if a researcher will have access to information that identifies you.

As Required by Law: Forefront Dermatology will disclose your PHI where required by law. For example, federal law may require your PHI to be released to an appropriate health oversight agency, public health authority or attorney.

Workers compensation: Forefront Dermatology may disclose PHI to the extent authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs that provide benefits for work-related injuries or illness.

Public Health: We may disclose your PHI for public health activities. For example, Forefront Dermatology may disclose your protected PHI to State agencies for the purpose of statutory reporting.

Health Oversight Activities: We may share your PHI with a health oversight agency for audits, investigations, inspections and licensure necessary for the government to monitor the health care system and government programs.

Public Safety: We may use and disclose your PHI when necessary to prevent a serious threat to your health and safety, or the health and safety of the public or another person.

Victims of abuse, neglect or domestic violence: Forefront Dermatology may disclose PHI if Forefront Dermatology reasonably believes that an individual is a victim of child or elderly abuse.

Judicial and Administrative Proceedings: Forefront Dermatology may disclose your PHI in response to a court or administrative order, a subpoena, a warrant, a discovery request or other lawful due process.

Law enforcement: Forefront Dermatology may disclose your PHI for law enforcement purposes as authorized or required by law or other lawful due process. For example, we may be required by law to report certain types of wounds or other physical injuries.

Coroner or Medical Examiner: Forefront Dermatology may release PHI to a coroner or medical examiner. This may be necessary to identify a deceased person or to determine the cause of death. We may also release your PHI to a funeral director, as necessary, to carry out his/her duties.

For cadaveric organ, eye or tissue donation purposes: We may release your PHI to organizations that handle organ, eye or tissue donation and transplantation.

Specialized Government Functions: If you are a member of the armed forces, we may share your PHI with the military for military command purposes. We may also release PHI about foreign military personnel to the appropriate foreign military authority.

Correctional Institution: Should you be an inmate of a correctional institution, Forefront Dermatology may disclose to limited staff of the institution or agents thereof PHI necessary for your health and the health and safety of other individuals.

Other Uses and Disclosures of Your PHI

We may use or disclose your PHI as described above without your authorization. Other uses and disclosures of PHI not described in this Notice will be made only with your authorization. We will obtain your written authorization for: (i) most uses and disclosures of psychotherapy notes; (ii) most uses and disclosures of PHI for marketing purposes, as defined by HIPAA; and (iii) disclosures that constitute a sale of PHI, as defined by HIPAA. If you give us authorization to use or disclose your PHI, then you may revoke that authorization, in writing, at any time. Your revocation will be effective upon receipt, but will not be effective to the extent that Forefront Dermatology or others have acted in reliance upon the authorization.

Patient Complaint Process

If you believe your privacy rights have been violated, you may file a complaint with Forefront Dermatology or with the Office for Civil Rights of the United States Department of Health and Human Services electronically via the OCR Complaint Portal, or on paper by mail, fax or via e-mail (<u>OCRComplaint@hhs.gov</u>). We will not take any action against you for filing a complaint.

To file a complaint with Forefront Dermatology please contact the Forefront Dermatology's Privacy Officer who will provide you with the necessary assistance.

Questions or Concerns

If you have any questions or concerns regarding your privacy rights or the information in this notice, please contact:

Privacy Officer Forefront Dermatology 801 York Street Manitowoc, WI 54220 Phone: 920-663-0505 privacy.officer@forefrontderm.com



Notice of Privacy Practices Acknowledgement of receipt

Patient Name:

Date of Birth:

By signing this form, you acknowledge receipt of the "Notice of Privacy Practices" (the "Notice") of Forefront Dermatology, S.C. and its affiliated practices (collectively, "Forefront"). Our Notice provides information about how we may use and disclose your protected health information. We encourage you to read it in full.

Our Notice is subject to change. If we change our Notice, you may obtain a copy of the revised Notice on our website at forefrontdermatology.com or by contacting our practice at 855-535-7175.

Please note that Forefront may communicate with you in the following ways, unless you instruct us otherwise:

In Forefront's discretion, information of a confidential nature may be left on your voicemail or answering machine at the preferred number(s) indicated below or with a friend or family member who answers the telephone at one of the preferred numbers or at your residence and who can verify your address and date of birth. Such message may include, without limitation, reminders of upcoming scheduled appointments, information regarding your pathology or laboratory tests, billing information or answers to medical questions you may have inquired about to our staff. If you are signing this form via an electronic method which does not allow you to provide your preferred phone number and email address above, these communication policies shall apply to the phone numbers and email addresses you provide to Forefront staff for the above stated purpose.

Preferred Number	Mobile (cell)	Work	🗌 Home
Preferred Number	Mobile (cell)	Work	Home
Preferred Email Address			

- Forefront may also communicate with you via e-mail, text message, or post card to your home address provided such method complies with applicable HIPAA communication standards. I understand the risks of communication by unencrypted email and SMS text.
- You specifically authorize and give your express consent to receive autodialed and/or pre-recorded calls—including voice and short message service (SMS) text messages and other electronic messages—from, or on behalf of, Forefront and its representatives at the number(s) provided above or an appropriate e-mail address to communicate appointment reminders, notifications regarding the availability of pathology or laboratory results, billing and collection information and marketing or advertising messages offering products or services that may be of interest to you. Forefront may receive direct or indirect payment for these marketing messages. You understand that by providing your telephone number and/or e-mail address to Forefront, you consent to being contacted using the above-described methods. If you receive communications from Forefront, you will be given the opportunity to opt-out of future communications by responding "STOP" or through another easily used mechanism, should you make that choice. You understand that you are not required to sign this agreement in order to receive treatment and that your consent is not a condition of purchasing or using any services offered by Forefront.
- If you have any questions about our Notice, please contact our HIPAA Privacy Officer Phone: 920-663-0505, e-mail: privacy.officer@forefrontderm.com

Information Exchange: By signing this form you are opting in to Forefront's ability to participate in and share information with health information exchanges (HIEs). A Health Information Exchange is a secure system that allows doctors, hospitals, and other healthcare providers to share your health information electronically. HIEs help your healthcare team by giving your doctors a complete picture of your health, ensuring they have the right information at the right time Protecting your privacy is a top priority. HIEs use strict security measures to keep your data safe. If you desire to opt out of participation, email your request to compliance@forefrontderm.com or call 920-663-0505.

I hereby acknowledge receipt of Forefront's Notice of Privacy Practices and understand and agree to how Forefront may communicate regarding the patient; I do so as the patient or legal representative of the above referenced patient if the patient does not have the legal capacity to acknowledge (for example: minors under the age of 18 (19 in the state of Alabama) or incapacitated patients with an active power of attorney).

Signature of Patient or Legal Representative

Date

Relationship to Patient

For Office Use Only

Complete this section if this form is not signed and dated by the patient or patient's legal representative.

Reasons why the acknowledgement was not obtained:

- Patient or legal representative refused to sign this Acknowledgement even though the patient or legal representative was asked to do so and the Notice of Privacy Practices were made available.
- Other _____

Employee Name

Date



Consent to Clinical Procedures

Patient Name (PLEASE PRINT):

Date of Birth:

I hereby consent to the medical and surgical care and treatment, as may be deemed necessary or advisable in the judgment of my physician or other clinician. This may include, but is not limited to, laboratory procedures (including diagnostic testing such as lab draws and skin biopsies), medical and surgical treatments or procedures (including wart treatments, lesion destructions, surgical removals, or excisions), or other services rendered during my visit with Forefront Dermatology, S.C. or its affiliated practices ("Forefront").

In order to ensure that you understand all aspects of your visit, you are encouraged to ask any questions or clarify any procedures prior to their being performed. Our dermatology clinicians will answer any questions and discuss any procedures, concerns and goals with you in regard to the following:

- Benefits of the proposed procedure
- The way the treatment or procedure is to be performed
- Alternative treatment options
- Probable consequences of not receiving the treatment

- The right to withdraw informed consent at any time, in writing
- Risk and side effects involved with the procedure
- Potential for additional incurred charges

Should a biopsy be performed, or any other procedure in which a section of your skin is removed, the specimen <u>will be</u> sent to a pathology lab for an accurate diagnosis, unless otherwise recommended by your clinician. This process will involve any testing necessary including special staining or outside consultations which will incuradditional charges.

With the automatic release of test results to your electronic medical record, it is possible that you will see results in your record before your physician or other clinician. Your treating clinician is trained to interpret your results based on your specific medical history and condition, and to reach a proper diagnosis and develop a proper treatment plan. I understand that, to avoid unnecessary concern, I am encouraged to speak with my clinician about any new concerning results.

I acknowledge that some medical diagnoses (such as warts) will require multiple treatments with one or more methods that may change throughout the course of treatment, and each office visit and procedure will be billed accordingly.

With any procedure, there are risks involved which include, but are not limited to, the following:

- Scar Scarring is possible with any procedure of the skin. We will do everything we can to provide you with the best cosmetic result possible, but the final cosmetic
 outcome is notguaranteed.
- Discoloration pigment producing cells of the skin are sensitive, and darkening or lightening of the skin may occur with any procedure.
- Infection The entire procedure will be done in a sterile and/or clean fashion. Still, a small number of people will get a wound infection.
- Bleeding Some procedure cause bleeding. Significant bleeding is rare, but some patients are at increased risk of post-operative bleeding that may require
 additional intervention.
- Nerve damage This will be discussed with you by your clinician if it is a known risk of your procedure.

Forefront is committed to creating a safe environment for all patients and understands that the relationship between the clinician and the patient requires a high level of trust and professional responsibility. It also requires interactions that at times can involve sensitive physical examinations. To protect you and your clinician it is Forefront's policy that a chaperone or other third party be present for all sensitive medical examinations. The chaperone or third party is a member of our staff who serves as a reassuring presence for you and your clinician during your exam or procedure at no additional cost to you. I understand that I may opt out of having a chaperone or third party present for certain examinations or procedures and that the clinician may decline to examine or treat me at their discretion if a chaperone or third party is not present. I acknowledge that I can speak to a staff member or my clinician if I have questions or concerns.

The person providing some or all of your treatment may be acting under supervision and delegation of a licensed physician, physician assistant, or nurse practitioner ("Licensed Clinician"). Some state scope of practice laws require an assessment by a Licensed Clinician be performed prior to receiving certain medical or cosmetic procedures. Such laws allow these procedures to be performed by an assistant under delegation and supervision of the Licensed Clinician. Such person is acting in the capacity of a medical assistant when performing the service, regardless of whether they have other credentials or licenses (e.g. licensed esthetician). If you have any questions, please discuss with your Licensed Clinician.

I authorize pictures to be taken before, during and after procedures. These pictures and digital images will become part of your medical record and may be used or disclosed as permitted by HIPAA. They may also be sent to your family physician and/or referring physician.

Assignment of Benefits / Insurance Filing: I hereby assign to Forefront all my rights and claims for reimbursement under my health insurance policy. I agree to provide information as needed to establish my eligibility for such benefits. If the clinician treating you is not contracted with your insurance plan, we will bill your insurance plan for charges incurred at our clinic as a courtesy to you. Please remember that your health insurance is a contract between you and your insurance plan. We will furnish information required by the insurance plan to receive payment. Our office will make an attempt to settle any outstanding bill with your insurance plan. You agree to be responsible for the balance of the costs of the services provided to you that are not reimbursed by your insurance plan. Benefits should be paid directly to the Practice from your insurance plan. If your insurance plan reimburses you directly for any outstanding amounts due to us, payment will be expected by us within 10 days. If the clinician treating you is contracted with your insurance plan, we will furnish information required by the insurance plan, we will furnish information required by the insurance plan to receive payment. If your insurance plan, we will furnish information required by the insurance plan to receive payment. If your insurance plan, we will furnish information required by the insurance plan to receive payment. If your insurance plan, we will furnish information required by the insurance plan to receive payment. If your insurance deems a service to be not covered by your insurance plan, you agree to be responsible for the balance of this service to the extent permitted by applicable law and insurance plan contracts.

I have read the consent form in its entirety. I understand the risks associated with procedures that may occur during my visits at Forefront. I do not impose any limitations on Forefront and its staff. I understand that I should discuss any questions or concerns with my dermatology clinician prior to any procedure and therefore, with my signature, agree to have any necessary procedures performed. If I would like to withdraw my consent at any time I will notify Forefront in writing.

The undersigned hereby provides consents as the patient or legal representative of the above referenced patient if the patient does not have the legal capacity to consent (for example: minors under the age of 18 (19 in the state of Alabama) or incapacitated patients with an active power of attorney).

Signature of Patient or Legal Representative

Date

Relationship to Patient

Financial & Patient Communication Policies

AND AFFILIATED PRACTICES

=OREFRONT **DERMATOLOGY**®

Patient Name:

Date of Birth:

The following are internal policies set in place by Forefront Dermatology, S.C. and its affiliated practices ("Forefront"). Signature is required before services can be provided. Forefront is unable to accept any revisions to this form and any attempted changes shall be null and void.

Assignment of Benefits: I hereby assign to Forefront all my rights and claims for reimbursement under my health insurance policy. I agree to provide information as needed to establish my eligibility for such benefits.

Insurance Filing: If the clinician treating you is contracted with your insurance plan, we will furnish information required by the insurance plan to receive payment. If your insurance deems a service to be not covered by your insurance plan, you agree to be responsible for the balance of this service to the extent permitted by applicable law and insurance plan contracts.

If the clinician treating you is not contracted with your insurance plan, we will bill your insurance plan for charges incurred at our clinic as a courtesy to you. Please remember that your health insurance is a contract between you and your insurance plan. We will furnish information required by the insurance plan to receive payment. Our office will make an attempt to settle any outstanding bill with your insurance plan. You agree to be responsible for the balance of the costs of the services provided to you that are not reimbursed by your insurance plan. Benefits should be paid directly to the Practice from your insurance plan. If your insurance plan reimburses you directly for any outstanding amounts due to us, payment will be expected by us within 10 days.

<u>Co-payments, Co-insurance, Deductible, & Cosmetic Procedures</u>: Payment is due on the date of service prior to seeing the clinician. Deductible amounts may be collected prior to the clinician completing the service. Payment for a cosmetic procedure is due in full prior to treatment. There are no returns on cosmetic products sold unless such products are defective or, in the opinion of your clinician, caused an adverse reaction. A \$20.00 charge will be added for any non-sufficient funds notice from the bank. I understand and agree that I will be responsible for all legal fees and other costs of collection if my account is turned over to an attorney or agency for collection in which case your visit/s with our office may become a matter of public record.

Bad Debt Account Status: I realize that if my account is in bad debt I may be required to pay a **down payment** of \$150.00 prior to my scheduled appointment. Forefront has the right to apply the down payment to any outstanding balance or bad debt balance first. This provision does not apply to patients who currently have Medicaid health insurance coverage or to patients who are currently under bankruptcy or any other insolvency protection.

Medicaid Affidavit (ALL patients must answer):

At this time I represent and warrant that the patient (DOES) or (DOES NOT) have *Medicaid coverage*.

(Circle One - if unmarked, default is a representation that the patient does not have Medicaid currently. If you are completing this form on a system where you cannot circle one, please inform the staff immediately if the patient has Medicaid health insurance coverage)

If we find at a later time that you did not provide accurate information above, you will be responsible for the balance of the charges incurred. It is your responsibility to inform our office if you acquire any type of Medicaid coverage at a later time. If you don't provide the updated information to our office, you may be responsible for the balance of your bill. Not all locations and clinicians participate in Medicaid programs. The patient will be responsible for the full amount of services provided when this circumstance is applicable.

Non-insured Patients: Non-insured patients will be charged a down payment prior to seeing a clinician on the date of service. This is not considered payment in full. The down payments are determined by the individual clinic based on local considerations and will be at least as follows:

New patient Office Visit: \$178
 Established Patient Office Visit: \$150
 Excision Visit: \$800
 MOHS Visit: \$1,000

Final charges will be determined after the clinician sees the patient and a complete assessment is made. The clinician may require payment in full for procedural services prior to rendering such a service and/or may require payment in full for all services on the date of the visit.

Procedure Pricing: I understand that procedure estimates are only provided in writing. Written estimates must be requested prior to the appointment unless otherwise required by law.

Patient Communications: In Forefront's discretion, information of a confidential nature may be left on your voicemail or answering machine at the preferred number(s) you have provided to Forefront or with a friend or family member who answers the telephone at one of the preferred numbers or at your residence and who can verify your address and date of birth. Such messages may include, without limitation, reminders of upcoming scheduled appointments, information regarding your pathology or laboratory tests, billing information, or answers to medical questions you may have inquired about to our staff. Forefront may also communicate with you via e-mail, text message, or post card to your home address provided such method complies with applicable HIPAA communication standards. Confidential information will be treated in accordance with HIPAA and applicable state law.

You specifically authorize and give your express consent to receive autodialed and/or pre-recorded calls—including voice and short message service (SMS) text messages and other electronic messages—from, or on behalf of, Forefront and its representatives at the number(s) provided or an appropriate e-mail address to communicate appointment reminders, notifications regarding the availability of pathology or laboratory results, and billing and collection information. You understand that by providing your telephone number and/or e-mail address to Forefront, you consent to being contacted using the above-described methods. If you receive communications from Forefront, you will be given the opportunity to opt-out of future communications by responding "STOP" or through another easily used mechanism, should you make that choice.

Research: I authorize Forefront to contact me regarding any research study in which I may be eligible to participate relating to my care.

Open Payments Database Notice: The Open Payments database is a federal tool used to search payments made by drug and device companies to physicians and teaching hospitals. It can be found at <u>https://openpaymentsdata.cms.gov</u>.

The undersigned hereby agrees to these terms as the patient or legal representative of the above referenced patient if the patient does not have the legal capacity to agree (for example: minors under the age of 18 (19 in the state of Alabama) or incapacitated patients with an active power of attorney).

Signature of Patient or Legal Representative



until revoked

Relationship to Patient