



NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION

THIS NOTICE OF PRIVACY PRACTICES DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. WE AT, HEARING CARE BY GINA, UNDERSTAND THE MEDICAL INFORMATION ABOUT YOU AND YOUR HEALTH IS PERSONAL.

We, at Hearing Care by Gina, are required by law to maintain the privacy of your protected health information and provide individuals with the Notice of our legal duties and privacy practices. We are also required to abide by the terms of the Notice currently in effect. If you have questions about this Notice, please contact our office at 320-321-1551.

HOW WE MAY USE OR DISCLOSE YOUR PROTECTED HEALTH INFORMATION

We may use and disclose health information about you for treatment, payment, and healthcare operations. For example:

To Treat You: We may use and disclose protected health information about you, including hearing test findings, to ensure that you receive proper medical treatment. Say to your physician, or another health care provider, if referred, or requested.

Payment for Goods and Services: We may use and disclose your protected health information to obtain payment for goods & services that were provided to you. We may also contact your health plan about a treatment you may receive to determine whether your plan will pay part of the cost of your hearing care & device(s).

Healthcare Operations: We can use and disclose your health information in connection without healthcare operations which include quality assessment and improvement activities, reviewing the competence or qualifications of healthcare professionals, evaluating practitioner and provider performance, conduction training programs, accreditation, certifications, licensing or credentialing activities.

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. You may, also, revoke any permission in writing, at any time; your revocation will not affect any use or disclosures permitted by your authorization while it was in effect.

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 another person to the extent necessary to help with your healthcare or with payment for services rendered related to healthcare.

Individuals Involved in Your Care or Payment for Your Care: With your written approval, we may discuss your hearing care with family members or close friends who are involved in your medical care, or payment for that care. We encourage you to identify people involved in your care that you wish information to be shared with. (Release of information contacts.) You have the right to restrict or refuse any of these uses, or disclosures, at any time in writing. 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 present, then prior to use or disclosure of your health information, we will provide you with the opportunity to object to such uses or disclosures. In the event of your incapacity or emergency circumstance, we will disclose health information that is directly relevant to the person's involvement in your healthcare.

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Marketing Health-Related Services: We will not use your health information for marketing purposes without your written permission.

Required by Law: We may use or disclose your health information when/if we are required to do so by law, either the state or federal government, including the Department of Health and Human Services, if it wants to see that we are complying with federal privacy and practices law.

Business Associates: At times, we must provide your protected health information to outside vendors (business associates) so they may help us operate more efficiently. For example, we may provide your name, address, and other health information to a company that helps us mail important health communications to you. These business associates are required to adhere to the federal and state laws regarding the protection of your protected health information; they are also under a contractual obligation to Hearing Care by Gina to maintain the privacy and security of your protected health information.

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 and safety of others.

National Security: We may disclose to military authorities the health information of Armed forces personnel under certain circumstances. We may disclose authorized federal officials' health information required for lawful intelligence, counterintelligence, and other national security activities. We may disclose to correctional institution or law enforcement officials having lawful custody of protected health information of inmate or patient under certain circumstances.

Address worker' compensation, law enforcement, and other government requests: We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions: We can share health information about your in response to a court or administrative order, or in response to a subpoena.

Appointment Reminders: We may contact you or your personal representative with a reminder postcard, email, text message or telephone call/voicemail that it is time for you to call our office and schedule an appointment. We may discuss these matters with you or your representative, without issue.

We DO NOT Sell Your Information: We do not sell or share mobile or personal data with third parties, affiliates, or partners for marketing or promotional purposes. We only share data with third parties when it is strictly necessary to deliver our service and only under binding agreements that ensure confidentiality. Under no circumstances will mobile data be shared or sold for advertising or promotional use.

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PATIENT RIGHTS

Access: You have the right to look at or get copies of your health information, with limited exceptions. You may request that we provide copies in a format other than photocopies. We will use the format that you request, unless we can not practicably do so. (You must make a request in writing to obtain access to your health information. You may obtain a form to request access by using the contact information listed at the end of this Notice. We will charge you a reasonable cost-based fee for expenses such as copies, mailing fees and staff time, if necessary. You may also request access by sending us a letter to the address at the end of this Notice. If you request an alternative format, we will charge a cost-based fee for providing your health information in that format. If you prefer, we will prepare a summary or an explanation of your health information for a fee. Contact us using the information listed at the end of this Notice for a full explanation of our fee structure.)

Disclosure Accounting: You have the right to receive a list of instances in which we or our business associates disclosed your health information for purposes, other than treatment, payment, healthcare operations and certain other activities, for the last 6 years, but not before August 30th, 2018. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.

Restriction: You have the right to request that we place additional restrictions on our use or disclosure of your health information. We are NOT required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency).

Alternative Communication: You have the right to request that we communicate with you about your health information by alternative means or at alternative locations. (You must make your request in writing.) Your request must specify the alternative means or location and provide satisfactory explanation how payment will be handled under the alternative means or location you request.

Amendment: You have the right to request that we amend your health information. (Your request must be in writing, and it must explain why it MUST be amended in detail.) We may deny your request under certain circumstances.

Records Transfer: If a healthcare practice where your health information records reside is sold, or merges with another practice or organization, your records will be transferred to the new owner. However, you may request copies of your health information at any time, or that the records be transferred to another practice, if you so please. (Request must be submitted verbally, or in writing, but there must be a record of it.)

Electronic Notice: If you view this Notice on our Web site, social media or by electronic mail (e-mail), you are entitled to receive this Notice in written form. Just contact us and we will send one to you.

- DISCLOSURES WITH YOUR AUTHORIZATION -

We must obtain your authorization to use or disclose your protected health information in those situations not otherwise described in this Notice. If you do authorize us to use, or disclose your protected health information, you have the right to revoke that authorization, in writing, at any time, except to the extent that we have acted in reliance on the use or disclosure indicated in that authorization. Hearing Care by Gina does not generally receive copies of or access to any psychotherapy notes, however, if copies are obtained, they cannot and will not be released without your authorization.

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- YOUR RIGHTS IN CONNECTION WITH YOUR PROTECTED HEALTH INFORMATION -

You have the following rights as a consumer under HIPAA regarding the protected health information we have about you in our records. Any request to exercise your rights as described below should be made in writing and submitted to the Hearing Care by Gina office in Montevideo, MN. (Contact information at end of Notice.)

- QUESTIONS -

If you have any questions about this Notice, please contact Hearing Care by Gina in Montevideo, by calling (320)321-1551, or through email at support@hearingcarebygina.com, or tinaenger@hotmail.com. If you wish to submit your questions to us by mail, please address your correspondence to:

Hearing Care by Gina
Gina K./Tina E.
590 MN-29/ US-59, Ste. 3
Montevideo, MN 56265
Fax: 320-321-1552

WE MAY MAKE CHANGES TO THIS NOTICE IN THE FUTURE, AND ANY OF THE TERMS OF THIS NOTICE THAT ARE CHANGED WILL APPLY TO ALL OF YOUR MEDICAL INFORMATION. IF WE MAKE A MATERIAL CHANGE TO OUR NOTICE, YOU MAY OBTAIN A COPY OF THE REVISED NOTICE AT YOUR LOCAL HEARING CARE BY GINA CLINIC, ON OUR WEBSITE, OR UPON REQUEST TO THE 'HEARING CARE BY GINA' OFFICE AS DESCRIBED ABOVE.

Effective date of the Notice: August 20th, 2018

Updated: March 12, 2026 (Tina) tinaenger@hotmail.com

Hearing Care by Gina



TERMS OF USE

Please read these terms and conditions (“terms and conditions”, “terms”) carefully before using - www.hearingcarebygina.com - website (“website”, “service”) operated by Hearing Care by Gina, associates and third-party business associates.

Conditions of Use

By using this website, you certify that you have read and reviewed this Agreement and that you agree to comply with its terms. If you do not want to be bound by the terms of this Agreement, you are advised to stop using the website accordingly. Hearing Care by Gina, LLC, only grants use and access of this website, its products and services, to those who have accepted its terms.

Privacy Policy

Before you continue using our website, we advise you to read our privacy policy. There is a link to this on our website and you have a right to a copy of the Notice, to be requested in person, or in writing, which can be presented in person or sent to above Notice contact information.

Age Restriction

There is no age restriction to use this website.

Intellectual Property

You agree to all materials, products, and services provided on this website are the property of Hearing Care by Gina, LLC, it’s affiliates, directors, officers, employees, agents, suppliers, or licensors including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce or redistribute Hearing Care by Gina, LLC’s intellectual property in any way, including electronic, digital, or new trademark registrations.

You grant Hearing Care by Gina, LLC a royalty-free and non-exclusive license to display, use, copy, transmit, and broadcast the content you upload and publish. For issues regarding intellectual property claims, you should contact the company to come to an agreement, if an agreement can not be made, legal recourse may follow.

User Accounts

As a user of this website, you may be asked to register with us and provide private information. You are responsible for ensuring the accuracy of this information, and you are responsible for maintaining the safety and security of your identifying information. You are also responsible for all activities that occur under your account or password.

Hearing Care by Gina



If you think there are any possible issues regarding the security of your account on the website, inform us immediately so we may address them accordingly.

We reserve all rights to terminate accounts, edit or remove content and cancel orders at our sole discretion, if it applies.

Applicable Law

By using this website, you agree that the laws of Hearing Care by Gina, LLC, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between Hearing Care by Gina, LLC and you, or its business partners and associates.

Disputes

Any dispute related in any way to your use of this website or to products you purchase from us shall be arbitrated by state or federal court by Hearing Care by Gina, LLC, if matters can't be resolved without such. You consent to exclusive jurisdiction and venue of such courts.

Indemnification

You agree to indemnify Hearing Care by Gina, LLC, and its affiliates and hold Hearing Care by Gina, LLC, harmless against legal claims and demands that may arise from your use or misuse of our services. We reserve the right to select our own legal counsel.

Limitation on Liability

Hearing Care by Gina, LLC is not liable for any damages that may occur to you because of your misuse of our website or use of property outside of our office, or on the grounds where our office is located.

Hearing Care by Gina, LLC reserves the right to edit, modify, and change this Agreement at any time. We shall let our users know of these changes through electronic mail or posting in a public location in eyesight in the office. This Agreement is an understanding between Hearing Care by Gina, LLC and the user, and this supersedes and replaces all prior agreements regarding the use of this website or doing business with us onsite.

Updated by Tina - 03-12-2026

Call or email for a copy for your records at 320-321-1551 or support@hearingcarebygina.com.