



STEVEN GEDULDIG, DPM ♦ JAMES KUHN, DPM ♦ HEIDI HAGEN, DPM
DIPLOMATES, AMERICAN BOARD OF PODIATRIC SURGERY, CERTIFIED IN FOOT SURGERY

MISSOURI:

1956 Copper Oaks Circle
Blue Springs, MO 64015
816.228.6995

KANSAS:

9119 W. 74th St., Ste. 352
Shawnee, KS 66206
913.677.3600

153 W. 151st St., Ste. 120
Olathe, KS 66061
913.829.6800

HIPAA NOTICE OF PATIENT PRIVACY PRACTICES

Effective Date: November 14, 2011

This Notice describes the Foot Specialists of Kansas City, P.A. privacy practices and how we may disclose your protected health information. It describes our responsibilities required by law and 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. An explanation of this information and how it is used and disclosed is provided on the following pages.

If you have any questions about this notice, please contact the Office Manager.

SECTION A: WHO WILL FOLLOW THIS NOTICE?

This notice describes Foot Specialists of Kansas City, P.A. practices and that of:

- Any health care professional authorized to enter information into your medical chart.
- All departments and units of Foot Specialists of Kansas City, P.A.
- All employees, staff, and other personnel at Foot Specialists of Kansas City, P.A.

Foot Specialists of Kansas City, P.A., the members of its workforce and medical professionals may have access to and share medical information for treatment, payment and health care operations described in this notice.

SECTION B: OUR PLEDGE REGARDING MEDICAL INFORMATION

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. We create a record of care and services you receive through Foot Specialists of Kansas City, P.A. We need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated or maintained by Foot Specialists of Kansas City, P.A.

This notice will tell you about the ways in which we may use and disclose medical information about you. We also describe your rights and certain obligations we have regarding the use and disclosure of medical information.

Law requires us to:

- Use our best efforts to keep medical information that identifies you private.
- Give you this notice of our legal duties and privacy practices with respect to medical information about you.
- Follow the terms of the notice that is currently in effect.

SECTION C: HOW WE MAY USE AND DISCLOSE MEDICAL INFORMATION ABOUT YOU

The following categories describe different ways that we use and disclose medical information. For each category of uses and disclosures, we will explain what we mean. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

- **Treatment**: We may use medical information about you to provide you with medical treatment or services. We may disclose medical information about you to doctors, technicians, nurses, medical students, externs, or other Foot Specialists of Kansas City, P.A. personnel who are involved in taking care of you at Foot Specialists of Kansas City, P.A.
- **Payment**: We may use and disclose medical information about you so that the treatment and services you receive at Foot Specialists of Kansas City, P.A. may be billed to and payment may be collected from you, an insurance company or a third party. For example, we may need to give your health plan information about services you received at Foot Specialists of Kansas City, P.A., so your health plan will pay or reimburse you for the services. We may also tell your health plan about a treatment you are going to receive to obtain prior approval or determine whether your plan will cover the treatment.
- **Health Care Operations**: We may use and disclose medical information about you for Foot Specialists of Kansas City, P.A. operations. These uses and disclosures are necessary to run Foot Specialists of Kansas City, P.A. and make sure that all of our patients receive quality care. For example, we may use medical information to review our treatment and services and to evaluate the performance of our staff in caring for you. We may also disclose information to doctors, nurses, technicians, medical students, externs, and other Foot Specialists of Kansas City, P.A. personnel for review and learning purposes. We may also combine the medical information with medical information from other entities to compare how we are doing and see where we can make improvements in the care and services we offer. We may remove information that identifies you from this set of medical information so others may use it to study health care and health care delivery without learning who the specific patients are.
- **Appointment Reminders**: We may use and disclose medical information to contact you as a reminder that you have an appointment for treatment or medical care at Foot Specialists of Kansas City, P.A. We may leave a brief reminder on your answering machine/voice mail system unless you tell us not to.
- **Treatment Alternatives**: We may use and disclose medical information to tell you about health-related benefits or services that may be of interest to you.
- **Individuals Involved in Your Care or Payment for Your Care**: We may release medical information about you to a friend or family member who is involved in your medical care. We may also give information to someone who helps pay for your care. We may disclose medical information about you to an entity assisting in disaster relief effort so that your family can be notified about your condition, status and location.
- **As Required By Law**: We will disclose medical information about you when required to do so by federal, state or local law.
- **To Avert a Serious Threat to Health or Safety**: We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

SECTION D: SPECIAL SITUATIONS

- **Military and Veterans**: If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.
- **Workers' Compensation**: We may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

- **Public Health Risk:** We may disclose medical information about you for public health activities. These activities generally include the following:
 - To prevent or control disease, injury or disability.
 - To report child abuse or neglect.
 - To report reactions to medications or problems with products.
 - To notify people of recalls of products they are using.
 - To notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition.
 - To notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or authorized by law.
- **Health Oversight Activities:** We may disclose medical information to a health oversight agency for activities authorized by law. Those oversight activities include, for example, audits, investigations, inspections and licensure. These activities are necessary for the government to monitor the health care system, government programs and compliance with civil rights laws.
- **Lawsuits and Disputes:** If you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or obtain an order protecting the information requested.
- **Law Enforcement:** We may release medical information if asked to do so by a law enforcement official:
 - In response to a court order, subpoena, warrant, summons or similar process.
 - To identify or locate suspect, fugitive, material witness or missing person.
 - About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement.
 - About a death we believe may be the result of criminal conduct.
 - In emergency circumstances to report a crime, the location of the crime or victims, or the identity, description or location of the person who committed the crime.
- **Coroners, Medical Examiners and Funeral Directors:** We may release medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information about patients of Foot Specialists of Kansas City, P.A. to funeral directors as necessary to carry out their duties.
- **National Security and Intelligence Activities:** We may release medical information about you to authorized federal officials for intelligence, counterintelligence and other national security activities authorized by law.
- **Protective Services for the President and Others:** We may disclose medical information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state, or conduct special investigations.
- **Inmates:** If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official. This

release would be necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

SECTION E: YOUR RIGHTS REGARDING MEDICAL INFORMATION ABOUT YOU

Although your health record is the physical property of Foot Specialists of Kansas City, P.A., the information belongs to you. You have the following rights regarding medical information we maintain about you:

- **Right to Inspect and Copy:** You have the right to inspect and copy some of the medical information that may be used to make decisions about your care. Usually, this includes medical and billing records, but does not include psychotherapy notes. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

We may deny your request to inspect and copy medical information in certain circumstances. If you are denied access to medical information, in some cases, you may request the denial be reviewed. Another licensed health care professional chosen by Foot Specialists of Kansas City, P.A. will review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of the review. To inspect and obtain a copy of your medical records, you must request in writing to the Office Manager.

- **Right to Amend:** If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for Foot Specialists of Kansas City, P.A. In addition, you must provide a reason that supports your request.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment.
- Is not part of the medical information kept by Foot Specialists of Kansas City, P.A.
- Is not part of the information that you would be permitted to inspect and copy.
- Is accurate and complete.

To request and amendment, you must submit in writing to the Office Manager.

- **Right to Request Restrictions:** You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations.

You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. For example, you could ask that we not disclose information about a surgery you had.

In your request, you must tell us (1) what information to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply; for example, disclosures to your spouse.

We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment.

To request restrictions, you must submit your request in writing to the Office Manager.

- **Right to Request Confidential Communications:** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we

only contact you at work or by mail. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your requests must specify how or where you wish to be contacted.

- **Right to a Paper Copy of This Notice:** You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time.

SECTION F: CHANGES TO THIS NOTICE

We reserve the right to change this notice. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. We will post a copy of the current notice in the Foot Specialists of Kansas City, P.A. locations. The notice will contain the effective date on the first page.

SECTION G: COMPLAINTS

If you believe your privacy rights have been violated, you may file a complaint with the Foot Specialists of Kansas City, P.A. by contacting the Office Manager. All complaints must be submitted in writing. **You will not be penalized for filing a complaint.**

SECTION H: OTHER USES OF MEDICAL INFORMATION

Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us with permission to use or disclose medical information about you, you may revoke that permission in writing at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.

SECTION I: ORGANIZED HEALTH CARE ARRANGEMENT

The physicians, nurses, and other staff at Foot Specialists of Kansas City, P.A. have agreed, as permitted by law, to share your health information among themselves for purposes of your treatment, payment or health care operations. This enables us to better address your health care needs.



STEVEN GEDULDIG, DPM ♦ JAMES KUHN, DPM ♦ HEIDI HAGEN, DPM
DIPLOMATES, AMERICAN BOARD OF PODIATRIC SURGERY, CERTIFIED IN FOOT SURGERY

MISSOURI:

1956 Copper Oaks Circle
Blue Springs, MO 64015
816.228.6995

KANSAS:

9119 W. 74th St., Ste. 352
Shawnee, KS 66206
913.677.3600

153 W. 151st St., Ste. 120
Olathe, KS 66061
913.829.6800

PATIENT FINANCIAL RESPONSIBILITY POLICY

Effective Date: August 1, 2011

We are committed to providing you with the best possible care, and are pleased to discuss our professional fees with you at any time. Your clear understanding of our financial policy is important to our professional relationship. Please ask if you have any questions about our fees, financial policy, or your responsibility.

- All patients must complete our “Patient Information” form before seeing the doctor at least once every three years. We must have copies of your insurance cards. If you have any change in your insurance, please notify the office as soon as possible in order to keep your account from being billed incorrectly.
- All patients without proof of insurance are responsible for full payment at the time of service. Failure to present payment at the time of service may result in your appointment being rescheduled.
- We accept cash, checks, Visa, MasterCard and Discover for your convenience.

INSURANCE

If your insurance plan is one with which we participate, payment of any co-payment is due at the time of service. Failure to have your co-pay may result in your appointment being rescheduled. Please know that co-pay amounts cover the office visit and physician services only. Foot Specialists of Kansas City, P.A. representatives can only estimate potential costs and cannot guarantee any final costs until our coders and billers have reviewed all documentation. After review of all lab-testing, biopsies, cultures and procedures, the patient may receive a statement for additional expenses.

Insurance is a contract between you and your insurance company. It is your responsibility to know your insurance policy benefits. We are not always a party to this contract. If we are, we will inform you and handle the claim according to our agreement with the insurance company. We file insurance as a courtesy to our patients. We will not become involved in a dispute between you and your insurance regarding deductibles, co-payments, covered charges, secondary insurance or other matters regarding your reimbursement.

We will file any secondary insurance claims for you, however if there is an issue with coordination of benefits between your insurance companies that result in a denied claim, the balance will become your responsibility. You must resolve any coordination of benefit issues. We do not get into the middle of benefit issues with your insurance companies. Until you resolve any coordination of benefit issues, you will be responsible for the charges incurred.

If you have health insurance and you do not provide us with that information, you will be treated as uninsured and will be required to pay for your services at the time of service.

PRE-CERTIFICATION

There has been a continual increase in private insurance companies requiring pre-admission certification for hospitalization or outpatient procedures. It is your responsibility to be aware of your insurance company’s pre-certification requirements and alert us prior to hospitalization or outpatient procedures. Failure to do so could result in a partial or complete denial of benefits if your insurance company subsequently determines the services to be not payable.

REFERRALS

Should your insurance require a referral to see a specialist or for you to go to another outside facility you must obtain this information prior to the appointment. Our office will not back date referrals. We will not be responsible for charges not allowed by your insurance policy due to non-compliance with their rules and regulations.

STATEMENTS

After we have heard back from your insurance, you will receive a statement from us if there is any balance due from you. Payment will be due immediately. If a payment has not been received in our office within 30 days of receipt of your statement, you will be placed on a cash basis status until the past due amount is paid in full. If your account is placed on a cash basis status, you will need to speak to our Business Office prior to any office visit. If your account goes beyond 90 days with no payment, your account runs the risk of being turned over to a collection agency.

RETURNED CHECKS

All returned checks are subject to a \$25.00 returned check fee. If a check is returned, all payments will need to be made by cash, credit card, debit card, money order, or cashier's check, for one-year period.

MISSED APPOINTMENTS

Physician's schedules are often full. When a patient fails to keep an appointment, other patients who are ill and need to see a physician cannot utilize that time. Therefore, we reserve the right to charge \$25.00 for missed appointments. This amount is not reimbursed by insurance plans and is your financial responsibility.

To avoid charges, cancellations should be made at least 24 hours in advance.

MEDICAID RECIPIENTS

Unfortunately, Foot Specialists of Kansas City, P.A. does not accept Medicaid. Any charges will become the patient's responsibility.

WORKER'S COMPENSATION

If you are covered by worker's compensation, your company should call and schedule your appointment and discuss the payment situation with our Business Office prior to any date of service.

DIVORCE

If you have been or are now involved in a divorce, please understand that, legally, we are not a part of the divorce and are not binding to any divorce decree issued by a court of law. The person that presents themselves or a minor child for treatment is responsible for payment of the medical bill. If your divorce decree states that your ex-spouse is to pay for all medical bills, then you must pay us at the time of service and then seek payment from your ex-spouse per the terms of your divorce decree.

LIABILITY CLAIMS

If you are being seen for an injury that is a result of a fall or injury, and it is going to be a liability case, you must inform us prior to being seen and you must pay the medical debt in full. Foot Specialists of Kansas City, P.A. does not file liability claims. We will provide you with a receipt for the medical treatment, which you may give to the attorney handling your liability case.

MOTOR VEHICLE ACCIDENTS

If you are being seen for injuries related to an automobile accident, we will contact your auto insurance carrier to verify coverage. If your auto insurance carrier cannot verify that payment will be made for your visit, you will be required to pay in full before being seen.

The original copy of my signature for this policy will be kept electronically with my medical records and will apply to this visit and all subsequent visits.