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HIPAA Notice of Patient Privacy Practices

Effective Date: January 1, 2016

This Notice describes the Foot Specialists of Kansas City, P.A. (hereinafter known as FSKC) 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 (PHI) 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 are under 18 years of age, your parents or guardian must sign for you and handle your privacy rights for you. If you have any questions about this notice, please contact the Office Manager.

Section A: Who Will Follow This Notice?

This notice describes FSKC practices and that of:

- Any health care professional authorized to enter information into your medical chart.
- All departments and units of FSKC
- All employees, staff, and other personnel at FSKC

All entities of FSKC follow the terms of this notice. In addition, these entities, sites, locations, and staff may share medical information with each other for treatment, payment or operations purposes described in this notice. This list may not reflect recent acquisitions or sales of entities, sites or locations.

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 FSKC. 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 FSKC.

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

We may share your medical information in any format we determine is appropriate to efficiently coordinate the treatment, payment, and health care operations aspects of your care. For example, we may share your information orally, via fax, on paper, or through electronic exchange.

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 FSKC personnel who are involved in taking care of you at FSKC. Different departments of FSKC also may share medical information about you in order to coordinate the different things you need, such as prescriptions, lab work and x-rays. We may also disclose medical information about you

to people outside FSKC who may be involved in your medical care, such as family members, friends or others we use to provide services that are part of your care.

- Medications: We may contact your pharmacy, insurance or other doctors to get a list of your medications if you are unable to provide us with your current list of medications. This history may not be complete due to over-the-counter medications, low cost prescriptions, prescriptions paid for out of pocket, errors in insurance claim information, etc. It is your responsibility to keep us informed of changes in your medications.
- Payment: We may use and disclose medical information about you so that the treatment and services you receive at FSKC 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 FSKC, so your health plan will pay us 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 FSKC operations. These uses and disclosures are necessary to run FSKC 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 use and disclose your information as needed to conduct or arrange for legal services, auditing, or other functions. We may give out your medical information to our business associates that help us with our administrative and other functions. These business associates may include consultants, lawyers, accountants, and other third parties that provide services to us. These business associates may re-disclose your medical information as necessary for our health care operations functions, or for their own permitted administrative functions, such as carrying out their legal responsibilities. We may also combine medical information about many patients to decide what additional services FSKC should offer, what services are not needed, and whether certain new treatments are effective. We may also disclose information to doctors, nurses, technicians, medical students, externs, and other FSKC 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. Once we have removed information that identifies you, we may use the data for other purposes. We may also disclose your information for certain health care operation purposes to other entities that are required to comply with HIPAA if the entity has a relationship with you. For example, another health care provider treated you or a health plan that provided insurance coverage to you may want your medical information to review the quality of the services you received from them.
- 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 FSKC. 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 or recommend possible treatment options or alternatives that may be of interest to you.
- Health-Related Benefits and Services: 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.
- Research: Under certain circumstances, we may use and disclose medical information about you for research purposes. For example, a research project may involve comparing the health and recovery of all patients who received one medication to those who received another, for the same condition. All research projects involving people, however, are subject to a special approval process. This process evaluates a proposed research project and its use of medical information, trying to balance the research needs with patients' need for privacy of their medical information. Before we use or disclose medical information for research, unless most or all of the patient identifiers are removed, the project will have been approved through this research approval process. We may, however, disclose medical information about you to the people preparing to conduct a research project, for example, to help them look for patients with specific medical needs, so long as the information they review does not leave FSKC.

If required by law, we will ask for your specific permission if the researcher will have access to your name, address or other information that reveals who you are, or will be involved in your care at FSKC.

- 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. We may also disclose information to entities that determine eligibility for certain veterans' benefits.
- 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 if 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.
 - About criminal conduct at FSKC.
 - 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 FSKC 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 FSKC, 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. When your medical information is contained in an electronic health record, as that term is defined in federal laws and rules, you have the right to obtain a copy of such information in electronic format and you may request that we transmit such copy directly to an entity or

person designated by you, provided that such request is in writing and clearly identifies the person we are to send your PHI to. If you request a copy of the information, we may charge a fee for the costs of labor, 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 FSKC 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 FSKC. 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 FSKC.
- Is not part of the information that you would be permitted to inspect and copy.
- Is accurate and complete.

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

- Right to an Accounting of Discrepancies: You have the right to request an "accounting of disclosures." This is a list of certain disclosures we made of medical information about you. The accounting will exclude certain disclosures as provided in applicable laws and rules such as disclosures made directly to you, disclosures you authorize, disclosures to friends or family members involved in your care, disclosures for notification purposes and certain other types of disclosures made to correctional institutions or law enforcement agencies. Your request must state a time period which may not be longer than six years. Your request should indicate in what form you want the list (for example, on paper, electronically). The first list you request within a 12 month period will be free. For additional lists, we may charge you the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.
- 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, except in limited circumstances where you have paid for medical services out-of-pocket in full at the time of the service and have requested that we not disclose your medical information to a health plan. To the extent we are able, we will restrict your disclosure to your health plan. We will not be able to restrict disclosures for your medical information to a health plan if the information does not relate solely to the health care item or services for which you have paid in full. For example, if you are having a bunionectomy that will be paid for by your health plan, and you request to pay cash for a wart removal that you want performed during the same surgery, to avoid disclosure to your health plan, you would either have to pay cash for the entire procedure or schedule the procedures on separate days. Please also know that you have to request and pay for a restriction for all follow-up care and referrals related to that initial health care service that was restricted in order to ensure that none of your medical information is disclosed to your health plan. You, your family member, or other person may pay by cash, credit, or CareCredit, or you may use money in your flexible spending account or health savings account. Please understand that your medical information will have to be disclosed to your flexible spending account or health savings account to obtain such payment.

If we do agree, we will comply with your request unless the disclosure is otherwise required or permitted by law. For example, we may disclose your restricted information if needed to provide you with 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 Notice of Breach: You have the right to receive written notification of a breach if your unsecured medical information has been accessed, used, acquired or disclosed to an unauthorized person as a result of such breach, and if the breach compromises the security or privacy of your medical information. Unless specified in writing by you to receive notification by electronic mail

we will provide such written notification by first-class mail or, if necessary, by such other substituted forms of communication allowable under the law.

- **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. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You may obtain a copy of this notice at our website, <http://www.kcfeet.com/>

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 FSKC locations, as well as on our website. The notice will contain the effective date on the first page. In addition, each time you visit any of our offices for treatment, we will make available a copy of the current notice in effect.

Section G: Complaints

If you believe your privacy rights have been violated, you may file a complaint with the FSKC or with the Secretary of the Department of Health and Human Services. To file a complaint with FSKC, please contact the Office Manager. All complaints must be submitted in writing. You will not be retaliated against for filing a complaint.

Section H: Other Uses of Medical Information

The following types of uses and disclosures of medical information will be made only with your written permission.

- **Marketing:** We must get your permission to use your medical information unless we are having a face-to-face talk about the new health care product or service, or unless we are giving you a gift that does not cost much to tell you about the new health care product or service. We must also tell you if we are getting paid by someone else to tell you about a new health care item or service.
- **Selling Medical Information:** We are not allowed to sell your medical information without your permission and we must tell you if we are getting paid. However, certain activities are not viewed as selling your medical information and do not require your consent. For example, we can sell our business, we can pay our contractors and subcontractors who work for us, we can participate in research studies, we can get paid for treating you, we can provide you with copies or an accounting of disclosures of your medical information without your permission if we are required or permitted by law, such as for public health purposes.

If you provide us with authorization 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 FSKC 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.



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Patient Financial Policy

Effective Date: January 1, 2016

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, Discover and CareCredit 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. FSKC 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 procedures and additional services, the patient may receive a statement for additional expenses. All lab-testing, biopsies and cultures will be billed by the lab providing the testing and results.

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 in 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 from your primary care physician prior to the appointment. Our office does not obtain 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 with severe symptoms and a 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, FSKC does not accept Medicaid.

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. FSKC 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.