

## Alexander Orthopaedic Associates Notice of Privacy Practices

### *Protecting your privacy:*

We understand that medical information about you is personal. We are committed to protecting your medical information. The office is permitted by Federal privacy laws to make uses and disclosures of your health information for purposes of treatment, payment, and health care operations. Protected health information is the health information we create and obtain in providing our services to you.

The Alexander Orthopaedic Associates Notice of Privacy Practices (Notice) details your rights: to obtain a copy of your records, to request restrictions on use or disclosure of your protected health information, to request amendments of your record, to receive and accounting of certain releases of your protected health information, to request that we contact you in a way you approve of, and certain other provisions.

This Notice also outlines our responsibilities to maintain the privacy of your health information and other responsibilities. This Notice details how we handle your protected health information in different circumstances. These provisions are required by Parts 160, 162, and 164 of the *Health Insurance Portability and Accountability Act* of 1996, commonly known as HIPPA. This notice is available at the front desk of our lobby, and we will provide copies to anyone requesting such. We ask that you sign an acknowledgment the first time you receive this Notice.

We welcome you to Alexander Orthopaedic Associates. This Notice represents our explanation of the policies and procedures related to how we handle, use or release your health information. Please read it carefully. If you have any questions, please ask our staff.

The Privacy policies and procedures of Alexander Orthopaedic Associates are applicable to its affiliated operations, which include our satellite office. Your protected health information will be shared between our affiliated operations as necessary to provide you with quality healthcare and treatment.

### *Section I.*

#### *Your Health Information Rights:*

The health and billing records we maintain are the property of Alexander Orthopaedic Associates. The information in it, however, belongs to you.

You have the right to:

1. Obtain a copy of this document, Notice of Privacy Practices

2. Submit a written request for restriction on certain uses and disclosures of your health information. We are not, however, required to agree to those restrictions.
3. Submit a written request to inspect or receive a copy of your health record. We have 30 days in which to respond. There may be a charge for this. If we deny your request you may appeal.
4. Submit a written request to amend your health record. Under certain circumstances, we may deny such amendments, but our response will be returned to you in writing. We have 60 days in which to respond to your request. If we deny your request, you may choose to accept the denial, or you may file a statement of disagreement.
5. Obtain accounting of any disclosures of your health information, however there may be a charge for this.
6. Request that communications to you be made by alternative means or to an alternate location.

### *Section II.*

#### *Privacy Practices:*

Your protected medical information may include documenting your symptoms, examination and test results, diagnoses, treatment and applying for future care or treatment. It also includes billing documents for those services.

Some examples are:

1. Obtaining health information about you and record it in your medical record.
2. Consulting with another physician or specialist and will share the information about you with that physician to obtain his or her input.
3. Sharing your health information about you in your health record.
4. Submitting requests for payment to your health insurance company. That request must include your diagnosis and the treatment given.
5. Contacting you by telephone or mail to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that be of interest.
6. Obtaining services from insurance companies or other business associates such as quality assessment and improvement, protocol and clinical guidelines development.

### *Section III.*

#### *Our responsibility to you:*

Alexander Orthopaedic Associates will:

1. Maintain the privacy of your health information as required by law.
2. Provide you with this Notice of Privacy Practices.
3. Abide by the terms of the Notice of Privacy Practices then in effect.
4. Notify you if we cannot accommodate a request.
5. Accommodate your reasonable requests regarding methods to communicate health information with you.

We reserve the right to amend or eliminate provisions in our privacy practices and enact new provisions regarding the protected health information we maintain. If our information practices change, we will amend this Notice. You are always welcome to obtain a copy of our current Notice.

*Section IV.*

*To request information or file a complaint:*

If you have questions, would like additional information, or want to report a problem regarding handling of your information, you may contact our HIPPA Officer, at 727-547-4700 x 112.

Additionally, if you believe your privacy rights have been violated, you may file a written complaint at our office by delivering it to the HIPPA officer. All notices received will be reviewed and investigated. We will respond to your notice within two (2) weeks of the receipt, and we will not retaliate for any allegations you make.

You may also file a complaint to the Secretary of Health and Human Services.

*Section V.*

*Other Uses and Disclosures:*

**Law Enforcement:** We may disclose your protected health information for law enforcement purposes as required by law.

**Health Oversight:** Federal regulation allows us to release your protected health information to appropriate health oversight agencies.

**Judicial/Administrative Proceedings:**

We may disclose your protected health information in the course of any judicial or administrative proceeding as allowed or required by law, with your consent, or as directed by a proper court order. To avert a serious threat to health or safety, we may disclose your protected health information consistent with applicable law to prevent or lessen a serious, imminent threat to the health or safety of a person or the public.

**Disaster Relief:** We may use and disclose your protected health information to assist in disaster relief efforts.

**Funeral Directors or Coroner:** We may disclose your protected health information to funeral directors or coroners consistent with applicable law to allow them to carry out their duties.

**Marketing and other Communications;** We may contact you to provide you with appointment reminders, with information about treatment alternatives, or with information about other health related benefits and services that may be of interest to you. Communication may be through US postal service, phone calls or Electronic Mail (Email). This will serve as informed patient consent for communication via secured email.

**Food and Drug Administration (FDA):** We may disclose to the FDA your protected health information relating to adverse events with respect to food, supplements, products and product defects or post-marketing surveillance information to enable product recalls, repairs, or replacements.

**Worker's Compensation:** If you are seeking compensation through Worker's Compensation, we may disclose your protected health information to the extent necessary to comply with laws relating to Worker's Compensation.

**Notification:** Unless you object, we may use or disclose you protected health information to notify, or assist in notifying a family member, personal representative or other person who has been involved in your care, about your location or your general condition.

**Abuse and Neglect:** We may disclose your protected health information to the public authorities as allowed by law to report abuse or neglect.

**Correctional Institutions:** If you are an inmate of a correctional institution, we may disclose to the institution or its agents the protected health information necessary for your health and the health and safety of other individuals.

**For Specialized Governmental Functions:** We may disclose your protected health information for specialized government functions as authorized by law such as to Armed Forces personnel, for national security purposes, or to public assistance program personnel.

**Medical Device Manufacturer:** In some instances your medical information might be disclosed for the purpose of prescribing the appropriate device/ brace/ implant to treat your condition.

**Other Providers:** We may disclose your protected health information to other covered healthcare providers who are treating you or are assisting us in providing treatment to you.

#### *Section VI.*

##### *AOA Disclosures:*

1. Alexander Orthopaedic Associates notifies you that our providers may be involved in education, research, development and/ or consulting with regards to Orthopaedic products and the Orthopaedic industry; therefore the providers may benefit directly or indirectly from such educational, research, development and/ or consulting relationships. This will not conflict with the best interest of the patient and or their medical condition/ diagnoses.
2. Alexander Orthopaedic Associates notifies you that some or all providers may or may not carry Medical Malpractice Insurance.

#### *Section VII.*

##### *Financial Policy*

Alexander Orthopaedic Associates participates with many forms of health insurance, such as HMO's, PPO's, Workman's Compensation and Medicare. However, few insurance carriers cover all medical costs and a balance on your account may result from co-payments, co-insurance, deductibles, or non-covered services. The patient is responsible for full payment of any and all balances deemed "patient responsibility" by their insurance carrier. We will file medical insurance as a courtesy to our patients.

**Motor Vehicle and Worker's Compensation:** In order for our office to submit you claims for you, you must provide us with the following information: insurance company

name, address and telephone number, as well as your claim number, date of accident and claims adjuster's name. In the event that your insurance denies or terminates your benefits, you will be responsible for full payment for services rendered. Please note for all Workers' Compensation patients, your initial appointment must be scheduled by your nurse case manager or Worker's Compensation adjustor. Authorization must be received prior to the initial office visit. Motor Vehicle patients please note prior to your initial office visit your auto benefits must be confirmed and verified by our office.

*Section VIII.*

*Payment Policy:*

All co-payments, co-insurance, and deductibles are paid at the time of service to help control costs of medical care. Payments may be made by cash, check, Visa, MasterCard, American Express, and Discover. For larger amounts, such as surgical fees not covered by insurance, AOA will work with you to arrange a payment plan. Self pay patients and Surgical Pre-pay patient's payments will only be accepted via credit card, cash payment, and or money orders.

*Section IX.*

*Treatment of Patients:*

Throughout your treatment at AOA the medical providers may order diagnostic testing to help determine your diagnosis or create a better treatment plan for you the patient. This tests include lab work, x-rays, MRI's, CT scans, Bone Scan's, ... etc. Failure to schedule or obtain the recommended diagnostic studies in a timely manner or to schedule a follow up appointment to review the diagnostic tests in a timely manner; will constitute as a breach of our recommendations and Against Medical Advice (AMA). Therefore, AOA employees and medical providers will not be held responsible for lack of patient responsibility and purposeful disregard of our medical recommendations. Non-compliance may result in an adverse complication to the patients medical result/ outcome.