

**KANSAS ORTHOPAEDIC CENTER, P.A. HEALTH FLEXIBLE SPENDING ACCOUNT PLAN  
NOTICE OF PRIVACY PRACTICES**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED  
AND DISCLOSED AND HOW YOU CAN OBTAIN ACCESS TO THIS INFORMATION.  
PLEASE REVIEW IT CAREFULLY.**

**If you have questions concerning this notice, please contact:  
Group Health Plans Privacy Officer  
Kansas Orthopaedic Center, P.A. Health Flexible Spending Account Plan  
1507 W. 21<sup>st</sup> St. N., Ste. 1, Wichita, KS 67203  
316-838-2020**

The Kansas Orthopaedic Center, P.A. Health Flexible Spending Account Plan (“the Plan”) is required by law to maintain the privacy of the health information of plan participants and their dependents covered by the Plan. (As used in this notice, “you” and “your” refers to both plan participants and their dependents covered by the Plan.) The Plan is required to provide to all participants this Notice explaining how the law limits the ways in which the Plan can use or disclose protected health information about you. This Notice also describes your rights and certain obligations the Plan and third parties that assist in the administration of claims have regarding the use and disclosure of health information. The Plan is obligated to follow the terms of the Notice that is currently in effect.

The Plan is committed to protecting the confidentiality of your health information, as well as the health information of your dependents covered by the Plan. This Notice applies to all health information maintained by the Plan. Such information includes, but is not limited to, the following:

1. **Enrollment data.** In order to provide you with health benefits, the Plan must obtain information about you and your dependents. When you enroll, your employer collects enrollment data from you and transmits that data to the Plan, or you provide this information to the Plan directly.
2. **Claims data.** In order to obtain reimbursement for certain medical expenses, you must submit to the Plan certain documentation relating to expenses incurred. Information about your claims for reimbursement, including the documentation submitted by you, may be maintained by the Plan.

This Notice applies only to the Plan specifically identified. If you participate or receive benefits under a different group health plan, you will receive a separate notice of privacy practices from that plan. Also, your personal doctor, hospital, or other health care provider may have different policies or practices regarding the use and disclosure of your health information. This Notice does not address the health information policies or practices of your health care providers.

## **HOW THE PLAN MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU.**

### **Uses and Disclosures of Protected Health Information Without Your Specific Authorization.**

The Plan may use and disclose your health information for treatment, payment, or health care operations without any consent or authorization beyond your enrollment in the Plan.

**Treatment.** The Plan does not conduct treatment activities. However, the Plan may disclose your health information to health care providers who request it in connection with your treatment.

**Payment.** The Plan will use your health information and disclose such information to others as necessary to make payment for covered services you receive. For example, we may use and disclose information to obtain payment of premiums for your coverage and to determine and fulfill the Plan's responsibility to provide your health plan benefits, *i.e.*, make coverage determinations, administer claims, and coordinate benefits with other coverage you may have. The Plan, or a third-party administrator acting as a business associate of the Plan, also will send to the plan participant information about claims processed by the Plan or our third-party administrator, called "explanations of benefits" or "EOBs." The EOBs and other payment-related correspondence sent to the plan participant will include information about claims for services provided to the plan participant, as well as claims relating to any of his/her dependents covered by the Plan. Under certain circumstances, you may receive this information confidentially; see the "*Right to Request Alternative Means of Communication*" section of this Notice.

**Health Care Operations.** The plan will use your health information, and disclose such information to others as necessary to conduct its operations, including, but is not limited to, the following:

- Activities undertaken to reduce overall health care costs
- Conducting or arranging for medical review, legal services, and auditing functions
- Fraud and abuse detection and compliance-related activities
- Business planning and development
- Analysis related to managing and operating the Plan
- Development or change of payment methods or coverage policies
- Educational activities

Pursuant to applicable federal law, there are several other uses and disclosures the Plan may make without your specific authorization.

**1. Disclosures of Protected Health Information to Kansas Orthopaedic Center, P.A. ("KOC").** The Plan is administered by KOC, and the Plan's operations are conducted by certain employees of KOC. Thus, the Plan must disclose health information to these employees for the purposes of the Plan's payment activities and health care operations. Under no circumstances shall such information be used for purposes of making decisions relating to your employment. Please see the group health plan document for a full explanation of the limited uses and disclosures that your employer may make of your health information in providing plan administration. As a condition of disclosing any health information to your employer, the Plan has obtained from KOC certain assurances concerning the manner in which such information will be handled by KOC, including restrictions on access and safeguards to prevent inadvertent disclosures.

**2. Disclosures to your friends and family members.** The Plan may disclose to a family member, a friend, or other persons you indicate are involved in your care or payment for your care, your health

information that is directly relevant to their involvement. If you are present, the Plan will give you the opportunity to object before disclosing your health information to these persons. If you are incapacitated or in an emergency, the Plan may disclose your health information to these persons if the Plan determines that the disclosure is in your best interest.

**3. *Creation of de-identified health information.*** The Plan may use your protected health information to create de-identified health information. This means that all data items that would help identify you, such as name, address, birth date, and hire date are removed or modified. This would allow analysis of health plan information without the analyst knowing who the data refers to. Once information is de-identified it is no longer protected.

**4. *Furnishing data to Business Associates.*** The Plan's Business Associates (*e.g.*, brokers, legal counsel, third-party administrators, consultants) receive and maintain your protected health information to carry out payment and health care operations.

**5. *Uses and disclosures required by law.*** The Plan will use and/or disclose your protected health information when required by law to do so.

**6. *Disclosures for public health activities.*** The Plan may disclose your protected health information for the following public health activities:

- To a public health authority that is authorized by law to collect data for the purpose of preventing or controlling disease, injury, or disability.
- To a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect.
- To a person who may have been exposed to a communicable disease if such disclosure is permitted by law.

**7. *Disclosures about victims of abuse, neglect, or domestic violence.*** The Plan may disclose your protected health information to a government authority if the Plan reasonably believes you are a victim of abuse, neglect, or domestic violence. Such disclosure will be made only (a) to the extent required by law, (b) with your agreement, or (c) as expressly authorized by statute or regulation.

**8. *Disclosures for health oversight activities.*** The Plan may disclose your protected health information to a health oversight agency for oversight activities. The disclosure must be authorized by law and could include audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions. It could also include other activities necessary for appropriate oversight of the health care system or entities subject to civil rights laws for which health information is necessary for determining compliance.

**9. *Disclosures for judicial and administrative proceedings.*** Your protected health information may be disclosed by the Plan during any judicial or administrative proceeding if it is:

- In response to an order of a court or administrative tribunal and includes no more information than that required to satisfy the order; or
- In response to a subpoena, discovery request, or other lawful process not accompanied by an order and the party seeking information has made reasonable efforts to inform you of its actions.

**10. *Disclosures for law enforcement purposes.*** The Plan may disclose your protected health information to a law enforcement official as required by law or in compliance with:

- A court order, court-ordered warrant, a subpoena, or summons issued by a judicial officer;
- A grand jury subpoena; or
- An administrative request related to a legitimate law enforcement inquiry.

**11. Disclosures regarding victims of a crime.** In response to a law enforcement official's request, the Plan may disclose information about you with your approval. The Plan may also disclose information in an emergency situation or if you are incapacitated, if it appears you were the victim of a crime.

**12. Disclosures to avert a serious threat to health or safety.** The Plan may disclose your protected health information to prevent or lessen a serious and imminent threat to the health and safety of a person or the public or as necessary for law enforcement authorities to identify or apprehend an individual.

**13. Disclosures for specialized government functions.** The Plan may disclose your protected health information as required to comply with governmental requirements for national security reasons or for protection of certain government personnel or foreign dignitaries.

### **Uses and Disclosures Requiring Your Authorization.**

All other uses and disclosures of your health information will be made by the Plan only with your express written authorization. If you provide authorization for any use or disclosure of your protected health information, you may revoke that authorization, in writing, at any time. The revocation will not apply to any previous use or disclosure.

## **YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION.**

**Right To Inspect and Copy.** You have the right to inspect and copy health information collected and maintained by the Plan. To inspect and copy your health information, you must complete a specific form providing information needed to process your request. To obtain this form or to obtain more information concerning this process, please contact the person identified on the first page of this Notice. If you request a copy of the information, the Plan may charge a fee for the costs of copying, mailing, or other supplies and services associated with your request. The Plan may require that you pay such fee prior to receiving the requested copies. The Plan may deny your request to inspect and copy in certain limited circumstances. If you are denied access to health information, you may request that the denial be reviewed. The person conducting the review will not be the person who denied your request. The Plan will comply with the outcome of the review.

**Right To Request Amendment.** If you believe that the Plan's records contain information about you which 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 the Plan. To request an amendment, you must complete a specific form providing information the Plan needs to process your request, including the reason that supports your request. To obtain this form or to obtain more information concerning this process, please contact the person identified on the first page of this Notice.

The Plan may deny your request for an amendment if you fail to complete the required form in its entirety. In addition, the Plan may deny your request if you ask to amend information that:

- Was not created by the Plan, unless the person or entity that created the information is no longer available to make the amendment;
- Is not part of the health information kept by or for the Plan;
- Is not part of the information that you would be permitted to inspect and copy; or

- Is accurate and complete.

If your request is denied, you will be informed of the reason for the denial and will have an opportunity to submit a statement of disagreement to be maintained with your records.

**Right to an Accounting of Disclosures.** You have the right to request an "accounting of disclosures." This is a list of the disclosures the Plan made of health information about you, with certain exceptions specifically defined by law. To request this list or accounting of disclosures, you must complete a specific form providing information the Plan needs to process your request. To obtain this form or to obtain more information concerning this process, please contact the person identified on the first page of this Notice.

Your request must state a time period which may not be longer than six years and may not include dates before April 14, 2004. 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, the Plan may charge you for the costs of providing the list. The Plan 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 health information the Plan uses or discloses about you for treatment, payment, or health care operations. You also have the right to request a limit on the health information the Plan discloses about you to someone who is involved in your care or the payment for your care, like a family member or friend.

***The Plan is not required to agree to your request.*** It is the Plan's general policy to deny these requests because the Plan does protect your health information adequately. If the Plan does agree to a restriction, and so notifies you in writing, the Plan will comply with your request unless the information is needed to provide you with emergency treatment.

To request restrictions, you must complete a specific form providing information the Plan needs to process your request. To obtain this form or to obtain more information concerning this process, please contact the person identified on the first page of this Notice.

**Right to Request Alternate Methods of Communication.** You have the right to request that the Plan communicate with you concerning matters relating to the Plan in a certain way or at a certain location. For example, you can ask that the Plan only contact you at work or by mail. To request an alternative method of communication, you must complete a specific form providing information needed to process your request. To obtain this form, or to obtain more information concerning this process, please contact the person identified on the first page of this Notice. The Plan will not ask you the reason for your request. The Plan will accommodate your request if it is reasonable, specifies the alternative means or location, and continues to permit us to collect premiums and pay claims under the Plan, including issuance of explanation of benefits to the participant. Please note that an explanation of benefits and other information issued by the Plan to the participant about health care that you received may contain sufficient information to reveal that you obtained health care for which the Plan paid, even though you requested that the Plan communicate with you about that health care in confidence.

**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. To obtain a paper copy of this notice, contact the person identified on the first page of this Notice.

## **COMPLAINTS.**

If you believe your rights with respect to health information about you have been violated by the Plan, you may file a complaint with the Plan or with the Secretary of the Department of Health and Human Services. To file a complaint with the Plan, contact the person identified on the first page of this Notice. All complaints must be submitted in writing. **You will not be penalized for filing a complaint.**

The effective date of this Notice is April 14, 2004. The Plan reserves the right to change the terms of this notice and to make the revised notice effective with respect to all protected health information regardless of when the information was created.