

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

Introduction: This Notice of Privacy Practices is being provided to you on behalf of Mid Penn Foot & Ankle Specialists with respect to podiatric medical services provided at Mid Penn Foot & Ankle Specialists network practices (collectively referred to herein as “we, “us, “or “our”). We understand that your medical information is private and confidential. Further, we are required by law to maintain the privacy of “protected health information” or “PHI”. PHI includes any individually identifiable information that we obtain from you or others that relates to your past, present, or future physical or mental health, the health care you have received, or payment for your health care.

Your Rights: Although your health record is the physical property of Mid Penn Foot & Ankle Specialists you have the right to, as provided for by applicable law:

- Request a restriction on certain uses and disclosures of your PHI. We are not required to agree to your request for restrictions. However, if you pay for a service entirely out-of-pocket, we will comply with a request that PHI regarding the service be withheld and not provided to a third-party payor for purposes of payment or health care operations. Your request must be made in writing to the address at the end of this notice. You must include what information you want to limit and to whom you want the limitations to apply. We will notify you of our decision regarding the requested restriction. If we do agree to your requested restriction, we will comply with your request unless the information is needed to provide you emergency treatment.
- Obtain a paper copy of this notice of privacy practices upon request.
- Inspect and copy your health record, as provided by Federal regulations. You may request and receive an electronic copy of your PHI if we maintain your PHI in an electronic health record. You must make a request in writing to the address at the end of this notice in order to obtain access to your PHI and obtain a copy request form from us. If you request a copy of your PHI, we may charge a reasonable, cost-based fee in accordance with State law for the costs associated with fulfilling your request. We may deny your request to inspect and copy your PHI in certain limited situations.
- Request to amend your PHI or health record if you feel that health information we have about you is incorrect or incomplete. You have the right to request an amendment for as long as we keep the information. Your request must be made in writing to the address at the end of this notice. You must provide a reason that supports your request for an amendment. 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 you provide a reasonable basis for us to believe that the person or entity that created the information is no longer available to make the requested amendment; is not part of the health information kept by or for our clinics; is not part of the information which you would be permitted to inspect and copy; or is accurate and complete. Any amendment we make to your PHI or other health records about you will be disclosed to those with whom we disclose information.
- Obtain an accounting of disclosures of your PHI we have made for purposes other than those listed below in the “Permitted Use and Disclosures” section and certain other disclosures. Your request must be made in writing to the address at the end of this notice and must state a time period, which may not be longer than six years from the date of the request. The first accounting list you request within a 12 month period will be free. For additional lists, we may charge you for 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.
- Request communications of your PHI by alternative means or at alternative locations. Your request must be made in writing to the address at the end of this notice and does not need to include the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.
- Revoke your authorization to use or disclose your PHI, except to the extent that action has already been taken in reliance on such authorization.
- Request that we send a copy of your PHI in an electronic format to you or a third party that you identify, if we maintain an electronic health record containing your health information.

- Receive notification if we discover a breach of any of your PHI that is not secured in accordance with Federal guidelines.

Our Responsibilities

- Maintain the privacy of your PHI.
- Provide you with a notice as to our legal duties and privacy practices with respect to PHI we collect and maintain about you.
- Abide by the terms of this Notice of Privacy Practices that is currently in effect.
- Mid Penn Foot & Ankle Specialists does not discriminate on the basis of race, color, national origin, sex, age, or disability in health programs and activities;
- Mid Penn Foot & Ankle Specialists provides appropriate auxiliary aids and services, including qualified interpreters for individuals with disabilities and information in alternate formats, free of charge and in a timely manner, when such aids and services are necessary to ensure an equal opportunity to participate to individuals with disabilities;
- Mid Penn Foot & Ankle Specialists provides language assistance services, including translated documents and oral interpretation, free of charge and in a timely manner, when such services are necessary to provide meaningful access to individuals with limited English proficiency;
- How to obtain the aids and services described above; Visual aids will be posted in all clinics within the lobby that will let patients know if they need translation services they will need to reach out to the clinic Practice Manager. Patients contacting us for consults or rescheduling appointments, will have access to the policy listed on our website and attached phone number.
- Mid Penn Foot & Ankle Specialist's legal counsel is responsible for the coordination of compliance.

We reserve the right to change our privacy practices and to make the new provisions effective for all PHI we maintain. Should our privacy practices change, the revised notice will be available upon request, in our clinics, and on our website at <https://mspodiatry.com/>

We will not use or disclose your PHI without your authorization, except as described in this notice.

Permitted Uses and Disclosures of PHI without Authorization: *We will use your PHI for **treatment**. For example:* Information obtained by a nurse, physician, or other member of your healthcare team will be recorded in your record and used to determine the course of treatment that should work best for you. Your physician will document in your record his expectations of the members of your healthcare team. Members of your healthcare team will then record the actions they took and their observations. In that way the physician will know how you are responding to treatment. We will also provide your physician or a subsequent healthcare provider with copies of various reports that should assist him/her in treating you once you're discharged from this practice.

*We will use your PHI for **payment**. For example:* A bill may be sent to you or a third-party payor, such as an insurance company or health plan, for the purposes of receiving payment for treatment and services that you receive. The information on the bill may contain PHI that identifies you, your diagnosis, and treatment or supplies used in the course of treatment.

*We will use your PHI for regular **health operations**. For example:* Members of the clinical staff, the risk or quality improvement manager, or members of the quality improvement team may use PHI in your health record to assess the care and outcomes in your case and others like it. This information will then be used in an effort to continually improve the quality and effectiveness of the healthcare we provide.

Other Uses or Disclosures of PHI without Authorization

Business Associates: There are some services provided at our network practices through contracts with business associates, including certain laboratory tests and collection services. When these services are contracted, we may disclose your PHI to our business associate so that they can perform the job we have asked them to do, and bill you or your third-party payor for services rendered. So that your PHI is protected, however, we require the business associate to appropriately safeguard your information.

Appointments: We may use or disclose your PHI to call, email, or write you to remind you of a scheduled appointment. We may also email, call, or write to notify you of other treatments or services available at our network practices that might help you. Unless you tell us otherwise, we will call, email, or mail you an appointment reminder.

Notification: We may use or disclose PHI to notify or assist in notifying a family member, personal representative, or another person responsible for your care, your location, and general condition.

Communication with Spouse/Family: Health professionals, using their best judgment, may disclose to your spouse, family member, or any other person you identify, PHI relevant to that person's involvement in your care or payment related to your care. We will give you an opportunity to object to these disclosures, and we will not make these disclosures if you object.

Research: We may disclose PHI to researchers when their research has been approved by an Institutional Review Board that has reviewed the research proposal and established protocols to ensure the privacy of your health information. In most cases, we will de-identify your PHI so that others can use the de-identified information to study health care delivery without learning who you are.

Marketing: We may contact you to tell you about or recommend possible treatment alternatives or other venous medical technology and services that may be of interest to you.

Public Health: As required by law, your PHI may be used or disclosed for public health activities such as assisting public health authorities or other legal authorities to prevent or control disease, injury, disability, report suspected abuse, neglect, or domestic violence, or to the FDA relative to adverse events with respect to food, supplements, product and product defects or post-marketing surveillance information to enable product recalls, repairs, or replacement.

Health Oversight Activities: We may disclose your PHI to a health oversight agency for activities authorized by law such as 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.

To Avert a Serious Threat to Health or Safety: We may use and disclose your PHI 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.

Lawsuits and Disputes: If you are involved in a lawsuit or a dispute, we may disclose your PHI in response to a court or administrative order. We may also disclose your PHI 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 to obtain an order protecting the information requested.

Required by Law and for Law Enforcement: We may disclose PHI for law enforcement purposes as required by law, for law enforcement purposes, for national security and intelligence activities, to an appropriate health oversight agency, for workers' compensation purposes, or attorney.

Military and Veterans: If you are a member of the armed forces or separated/discharged from military services, we may release your PHI as required by military command authorities or the Department of Veterans Affairs as may be applicable. We may also release health information about foreign military personnel to the appropriate foreign military authorities.

Coroners, Health Examiners, and Funeral Directors: We may disclose your PHI to a coroner or health examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also disclose your PHI to funeral directors as necessary to carry out their duties.

Note: HIV-related information, genetic information, mental health records, and other specially protected information may be subject to certain special confidentiality protections under applicable State and Federal law. Any disclosures of these types of records will be subject to these special protections.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html

Changes to the Terms of This Notice: We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and our website.

If you believe your privacy rights have been violated, or you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you should immediately contact:

Compliance Officer
195 Stock Street
Suite 305
Hanover, PA 17331
Email: help@mpfas.com

You must send a complaint within 60 days of the date it arose. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

You can also file a complaint with the U.S. Dept. of Health and Human Services.

Online: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html> Phone: Toll-free 1-800-368-1019, 1-800-537-7697 (TDD) Mail: U.S. Dept. of Health and Human Services 200 Independence Avenue SW, Room 509F, HHH Building Washington, D.C. 20201

Notice of Financial Policies - Mid Penn Foot & Ankle Specialists

Dr. Faul and the entire team of Mid Penn Foot & Ankle Specialists welcome you! We want to thank you for choosing Mid Penn Foot & Ankle Specialists for your podiatric health needs. We are committed to providing you with the best possible care, and an important part of that commitment is effective communication with our patients, their families, and/or caregivers.

The following is a statement of our Financial Policy, which we ask you to read prior to the beginning of your evaluation/treatment and sign the acknowledgement form. We believe a clear understanding of our Patient Financial Policy is important to our relationship. Please understand that payment for services provided by Dr. Faul and our clinical care team is a part of that relationship. Please ask if you have any questions about our fees, our policies, or your responsibilities.

Your Responsibility: You are financially responsible for the services we provide to you. We understand that many patients arrange for insurance companies to pay for a large portion of medical claims. However, the patient (or legal guardian if the patient is a minor) is ultimately responsible for the bill if the insurance company does not pay.

For Our Patients with Medical Insurance Benefits: We participate in most major health plans, including Medicare. Our business office will submit claims for any services rendered to a patient who is a member of one of these plans and will assist you in any way we reasonably can to help get your claims paid. It is the patient's responsibility to provide all necessary information before leaving the office. If you have a secondary insurance, we will automatically file a claim with them as soon as the primary carrier has paid. Your insurance company may need you to supply certain information directly. It is your responsibility to comply with their request.

Please bring your insurance card and a photo ID with you at the time of your appointment.

In order to properly bill your insurance company, we require that you provide all insurance information, including primary and secondary insurance, as well as any change of insurance information since your last visit. Failure to provide our office with complete insurance information may result in patient responsibility for the entire bill. The insurance company makes the final determination of your eligibility and benefits. If your insurance company denies any of your medical claims, you agree to pay all balances. If your insurance company pays you directly, you are responsible for payment of our fees and agree to forward the payment to us within (5) days of receipt.

Referrals: If your insurance company requires a referral from your primary care physician, you are responsible for obtaining it. If we have not received an authorization prior to your arrival at the office, we have a telephone available for you to call your primary care physician to obtain it. Failure to obtain the referral may result in a lower or no payment from the insurance company, and the balance will be your responsibility.

Non-Covered And Out Of Network Services: Medical services that are considered by your insurance company to be noncovered, out of network, or not medically necessary will be your responsibility for full payment. If we are not in-network with your insurance company and your insurance pays you directly, you are responsible for payment of our fees and agree to forward the payment to us within (5) days of receipt.

Coverage Changes: If your insurance changes, please notify us before your next visit so we can make the appropriate changes to help you receive your maximum benefits.

For Our Patients with No Medical Insurance: If you do not have group or individual medical insurance, payment for all professional services is expected at the time of your visit.

Insurance Pre-Authorizations: Our office will contact your insurance carrier for a pre-authorization for all medical or surgical procedures prior to treatment. This can take from a few days to up to 6 weeks or more for your insurance company to complete. A pre-certification, prior authorization, or pre-determination of benefits is not a guarantee of payment. It is an acknowledgement from your insurance carrier that they deem the recommended treatment plan as medically necessary and is subject to coverage at the time of service.

It is ultimately the patients' responsibility to know their insurance benefits. Therefore, we recommend that the patient also contact their insurance company to verify recommended treatments are covered under your policy and not treated as a policy exclusion. Our business office will provide you with procedure and diagnosis codes needed to verify with your insurance company.

PATIENT APPOINTMENT RESPONSIBILITIES

Your appointments are determined by Dr. Faul or a member of the clinical care team to optimize the results from your treatment plan. In addition to the clinical benefit of a structured appointment schedule, the schedule makes it possible to assure that the appropriate medical personnel, including the physician, nurse practitioner, nurse, ultrasound technologist, or medical assistant, as well as the required medical equipment and facilities, are available to complete your evaluation/treatment safely and effectively.

Co-Payments: Your co-payment and deductible are determined by the insurance company based upon the plan you have selected. Your insurance company requires us to collect co-payments at the time of service. Please be prepared to pay your co-payment and any outstanding balance from prior services rendered, at each visit. If you do not have your co-payment your appointment may need to be rescheduled.

Waiver Of Patient Responsibility: It is the policy of the practice to treat all patients in an equitable fashion related to account balances. The practice will not waive, fail to collect, or discount co-payments, co-insurance, deductibles, or other patient financial responsibility in accordance with state and federal law, as well as participating agreements with payers.

Payment Plan: Please let us know if you are having difficulty paying the balance on your account. We may be able to help you by setting up a payment plan based on your financial hardship.

Late Arrivals: A patient who arrives more than 15 minutes after his/her appointment is considered a late arrival. A late arrival, not considered to be the responsibility of the Practice, will be registered and worked into the schedule as soon as possible or possibly rescheduled. If the patient is more than 30 minutes late, the appointment will most likely be rescheduled.

Appointment No-Shows: Any patient who fails to arrive for a scheduled appointment without canceling the appointment at least 24 hours prior to the scheduled time is considered a "no-show". A no-show patient may be charged \$50.00 for a missed appointment at the clinic and \$200 for a missed scheduled surgery, as set by the Practice, for failure to show. A patient who fails to present themselves two times for scheduled appointments is considered a chronic no-show. A patient who is a no-show four times may be dismissed from the Practice.

****To ensure your quality of care and the quality of care of all other scheduled patients, we require a minimum of two working days notification in the event that your appointment must be rescheduled. Any patient rescheduling an appointment without two days notice may be charged a fifty dollar (\$50.00) cancellation fee. We understand things can happen suddenly and take this into consideration when applying the cancellation and reschedule policies.****

Delinquent Balance Appointment: Patients with a delinquent balance are required to make payment in full for future services. A delinquent account is defined as a patient balance in excess of 120 days if the patient has not made any payments or sought assistance via financial hardship during this time. If such payment is not made, services may be refused.

Nonpayment: All patient responsible balances that remain delinquent after 120 days, with no response to at least 3 requests for payment, may be referred to a collection agency. Please be aware that if a balance remains unpaid, you and/or your immediate family members may be discharged from this practice. If this is to occur, you will be notified to find alternative medical care. During that 30-day period, our physician will only be able to treat you on an emergency basis.

Procedures: If your medical provider recommends procedures, we will answer specific questions about the procedure scheduling process, discuss the paperwork and tests involved, and complete all pre-certification/authorization if your insurance company requires it. An estimate of your financial responsibility, determined by your policy benefits, will be reviewed and explained to you by our staff.

DME Products: We will obtain verification of benefits prior to dispensing the equipment. However, verification of benefits is not a guarantee of payment. You are responsible for understanding the limitations of your insurance policy for DME (Durable Medical Equipment) and may be billed for charges not paid by your insurance company. You will be required to sign an *Insurance Coverage Information/ Responsibility Statement* and may be required to sign an *ABN (Advance Beneficiary Notice)* for any non covered DME service if you have Medicare as your primary payer.

We will honor all warranties expressed and implied under applicable State law and will not charge you for the repair or replacement of a payer covered items or for services covered under warranty. However, we ask all patients that they should contact Mid Penn Foot and Ankle Specialist before altering the product or for any questions/problems associated with the device.

Thank you for reading and understanding our financial policy. Please let us know if you have any questions or concerns.

Sincerely,

Dr. Patrick Felton, DPM. and the Mid Penn Foot & Ankle Specialists Team

MID PENN FOOT & ANKLE SPECIALISTS

Notice of Privacy Practices, Acknowledgement and Assignment of Benefits

By signing below:

- I acknowledge that I have received a copy of the Notice of Privacy Practices of Mid Penn Foot & Ankle Specialists.
- I have read, understand, and agree to the Financial Policy of Mid Penn Foot & Ankle Specialists.
- I understand that charges are to be paid in full at the time of service.
- I understand that all applicable coinsurance, copayments, deductibles and non-covered services are my responsibility.
- I authorize my insurance benefits to be paid directly to Mid Penn Foot & Ankle Specialists.
- I authorize Mid Penn Foot & Ankle Specialists to release pertinent medical information to my insurance company when requested, or to facilitate payment of a claim.

Signature: _____

Date: _____