

Thank you for choosing KC Pain Centers as your health care provider. We are committed to building a successful physician-patient relationship with you and your family. Your clear understanding of our Patient Financial Policy is important to our professional relationship. Please understand that payment for services is a part of that relationship. Please ask if you have any questions about our fees, our policies, or your responsibilities. It is your responsibility to notify our office of any patient information changes (i.e. address, name, insurance information, etc).

### **Co-pays**

The patient is expected to present an insurance card at each visit. All co-payments and past due balances are due at time of check-in unless previous arrangements have been made with our billing office. We accept check or credit cards. Absolutely no post-dated checks will be accepted.

### **Insurance Claims**

Insurance is a contract between you and your insurance company. In most cases, we are NOT a party of this contract. We will bill your primary insurance company as a courtesy to you. In order to properly bill your insurance company we require that you disclose all insurance information including primary and secondary insurance, as well as, any change of insurance information. Failure to provide complete insurance information may result in patient responsibility for the entire bill. Although we may estimate what your insurance company may pay, it is the insurance company that makes the final determination of your eligibility and benefits. If your insurance company is not contracted with us, you agree to pay any portion of the charges not covered by insurance, including but not limited to those charges above the usual and customary allowance. If we are out of network for your insurance company and your insurance pays you directly, you are responsible for payment and agree to forward the payment to us immediately.

### **Facilities**

When you have an appointment at one of the following locations you may also be billed by that location. This bill is separate from the Provider bill that we send. You do owe both of these balances.

Facilities:

1. Lees Summit Medical Center
2. Saint Luke's East Hospital
3. Saint Luke's Pain Management Center
4. Midwest Pain Management Center

### **Motor Vehicle Accident (MVA) and Third Party Billing**

We will bill Third Party Billing, however our relationship is with you and not with the third party liability insurance (auto, homeowner, etc.) It is your responsibility to seek reimbursement from them. However, at your request, we will submit a claim to your primary health insurance carrier. You may receive an accident questionnaire from them to be completed by you. If the questionnaire is not returned to your medical insurance company and/or we receive a denial on your claim, you will be responsible for payment in full.

### **Workers' Compensation**

It is the patient's responsibility to provide our office staff with employer authorization/contact information regarding a workers' compensation claim. If the claim is denied by the workers' compensation insurance carrier, it then becomes the patient's responsibility. At your request, we will submit the claim to your primary medical insurance carrier with a copy of the workers' compensation insurance denial. If your primary medical insurance carrier's claim is denied, you will be responsible for payment in full.

## NO-SHOW/LATE CANCELLATION POLICY

If it is necessary to cancel a scheduled appointment, we require at least 24 hours advance notice.

**Late Cancellations:** A late cancellation is considered when a patient fails to cancel their scheduled appointment with a 24 hour advance notice.

**No-shows:** a no-show is when a patient misses an appointment with no notice or shows up too late to the appointment to be seen.

A **\$50.00 fee** will be billed to your account for late cancellations and for no-shows.

Repeatedly missing visits jeopardizes your care. For this reason after an ESTABLISHED patient has two (2) late cancellations and or no shows or a NEW.PATIENT has one (1) cancellation or no show they may be discharged from the practice

## FMLA/FORMS POLICY

In order for us to better serve you, we request that you are aware of the following:

Your insurance company will not be billed as insurance companies do not reimburse for the time and judgment that are required to complete these forms.

Please allow 10 business days for completion of forms.

Payment is required prior to completion of all form(s)

The fee for completion of forms varies from **\$50** depending on time and complexity.

## PRIVACY POLICY

### KC Pain Centers

#### **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!**

The Practice of **KC Pain Centers** is required by applicable federal and state laws to maintain the privacy of your health information. Protected health information (PHI) is the information we create and maintain while providing our services to you. Such information may include documentation of your symptoms, examination and test results, diagnoses, and treatment protocols. It also may include billing documents for those services. We are permitted by federal privacy law (the Health Insurance Portability & Accountability Act of 1996 (HIPAA)), to use and disclose your PHI, without your written authorization, for purposes of treatment, payment, and health care operations.

#### **Examples of Using Your Health Information for Treatment Purposes:**

- Our nurse obtains treatment information about you and records it in your medical record.
- During your treatment, the physician determines he will need to consult a specialist. He will share the information with the specialist and obtain his/her input.
- We may contact you by phone, at your home, if we need to speak to you about a medical condition or to remind you of medical appointments.

#### **Example of Using Your Health Information for Payment Purposes:**

- We submit requests for payment to your health insurance company. We will respond to health insurance company requests for information about the medical care we provided to you.

#### **Example of a Using Your Information for Health Care Operations:**

- We may use or disclose your PHI to conduct certain business and operational activities, such as quality assessments, employee reviews, or student training. We may share information about you with our Business Associates, third parties who perform these functions on our behalf, as necessary to obtain their services.

#### **Your Health Information Rights**

**The health and billing records we maintain are the physical property of the Practice. The information in them, however, belongs to you. You have a right to:**

- Obtain a paper copy of our current Notice of Privacy Practices for PHI ("the Notice");
- Receive Notification of a breach of your unsecured PHI;

- Request restrictions on certain uses and disclosures of your health information. We are not required to grant most requests, but we will comply with any request with which we agree. We will, however, agree to your request to refrain from sending your PHI to your health plan for payment or operations purposes if at the time an item or service is provided to you, you pay in full and out-of-pocket;
- Request that you inspect and copy the information about you we maintain in the Practice's designated record set. You may exercise this right by delivering your request, in writing, to our Practice;
- Appeal a denial of access to your PHI, except in certain circumstances;
- Request that your health care record be amended to correct incomplete or incorrect information by delivering a written request to our Practice. We may deny your request if you ask us to amend information that (a) was not created by us (unless the person or entity that created the information is no longer available to make the amendment), (b) is not part of the health information kept by the Practice, (c) is not part of the information that you would be permitted to inspect and copy, or (d) 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 placed in your record;
- Request that communication of your health information be made by alternative means or at alternative locations by delivering a written request to our Practice;
- If we engage in fundraising activities and contact you to raise funds for our Practice, you will have the right to opt-out of any future fundraising communications;
- Obtain a list of instances in which we have shared your health information with outside parties, as required by the HIPAA Rules.
- Revoke any of your prior authorizations to use or disclose information by delivering a written revocation to our Practice (except to the extent action has already been taken based on a prior authorization).

### Our Responsibilities

#### **The Practice is required to:**

- Maintain the privacy of your health information as required by law;
- Notify you following a breach of your unsecured PHI;
- Provide you with a notice ('Notice') describing our duties and privacy practices with respect to the information we collect and maintain about you and abide by the terms of the Notice;
- Notify you if we cannot accommodate a requested restriction or request; and,
- Accommodate your reasonable requests regarding methods for communicating with you about your health information and comply with your written request to refrain from disclosing your PHI to your health plan if you pay for an item or service, we provide you in full and out-of-pocket at the time of service.

We reserve the right to amend, change, or eliminate provisions of our privacy practices and to enact new provisions regarding the PHI we maintain about you. If our information practices change, we will amend our Notice. You are entitled to receive a copy of the revised Notice upon request by phone or by visiting our website or Practice.

### Other Uses and Disclosures of your PHI

#### **Communication with Family**

- Using our best judgment, we may disclose to a family member, other relative, close friend, or any other person you identify, health information relevant to that person's involvement in your care or payment for care, if you do not object or in an emergency. We may also do this after your death, unless you tell us before you die that you do not wish us to communicate with certain individuals.

#### **Notification**

- Unless you object, we may use or disclose your PHI to notify, or assist in notifying, a family member, personal representative, or other person responsible for your care about your location, your general condition, or your death.

#### **Research**

- We may disclose information to researchers if an institutional review board has reviewed the research proposal and established protocols to ensure the privacy of your PHI. We may also disclose your information if the researchers require only a limited portion of your information.

#### **Disaster Relief**

- We may use and disclose your PHI to assist in disaster relief efforts.

#### **Organ Procurement Organizations**

- Consistent with applicable law, we may disclose your PHI to organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation/transplant.

#### **Food and Drug Administration (FDA)**

- We may disclose to the FDA your PHI 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.

#### **Workers' Compensation**

- If you are seeking compensation from Workers Compensation, we may disclose your PHI to the extent necessary to comply with laws relating to Workers Compensation.

**Public Health**

- We may disclose your PHI to public health or legal authorities charged with preventing or controlling disease, injury, or disability; to report reactions to medications or problems with products; to notify people of recalls; or to notify a person who may have been exposed to a disease or who is at risk for contracting or spreading a disease or condition.

**As Required by Law**

- We may disclose your PHI as required by law, or to appropriate public authorities as allowed by law to report abuse or neglect.

**Employers**

- We may release health information about you to your employer if we provide health care services to you at the request of your employer, and the health care services are provided either to conduct an evaluation relating to medical surveillance of the workplace or to evaluate whether you have a work-related illness or injury. In such circumstances, we will give you written notice of the release of information to your employer. Any other disclosures to your employer will be made only if you execute a specific authorization for the release of information to your employer.

**Law Enforcement**

- We may disclose your PHI to law enforcement officials (a) in response to a court order, court subpoena, warrant or similar judicial process; (b) to identify or locate a suspect, fugitive, material witness, or missing person; (c) if you are a victim of a crime and we are unable to obtain your agreement; (d) about criminal conduct on our premises; and (e) in other limited emergency circumstances where we need to report a crime.

**Health Oversight**

- Federal law allows us to release your PHI to appropriate health oversight agencies or for health oversight activities such as state and federal audits.

**Judicial/Administrative Proceedings**

- We may disclose your PHI in any judicial or administrative proceeding as allowed or required by law, with your authorization, or as directed by a proper court order.

**For Specialized Governmental Functions or Serious Threat**

- We may disclose your PHI for specialized government functions as authorized by law such as to Armed Forces personnel, for national security purposes, to public assistance program personnel, or to avert a serious threat to health or safety. We may disclose your PHI consistent with applicable law to prevent or diminish a serious, imminent threat to the health or safety of a person or the public.

**Correctional Institutions**

- If you are an inmate of a correctional institution, we may disclose to the institution or its agents the PHI necessary for your health and the health and safety of other individuals.

**Coroners, Medical Examiners, and Funeral Directors**

- We may release health 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 health information about our Patients to funeral directors as necessary for them to carry out their duties.

**Substance Use Disorders**

- To the extent that we have your substance use disorder patient records, subject to 42 CFR part 2, we will not share that information for investigations or legal proceedings against you without (1) your written consent or (2) a court order and a subpoena.
- In all cases, including those listed below, if we have substance use disorder patient records about you, subject to 42 CFR part 2, we cannot use or share information in those records in civil, criminal, administrative, or legislative investigations or proceedings against you without (1) your consent or (2) a court order and a subpoena.

**Website**

- You may access a copy of this Notice electronically on our website.

Other uses and disclosures of your PHI not described in this Notice will only be made with your authorization, unless otherwise permitted or required by law. Most uses and disclosures of psychotherapy notes, uses and disclosures of your PHI for marketing purposes, and disclosures of your PHI that constitute a sale of PHI will require your authorization. You may revoke any authorization at any time by submitting a written revocation request to the Practice (as previously provided in this Notice under "Your Health Information Rights.") If we have your substance use disorder patient records, subject to 42 CFR part 2, we will give you clear and obvious notice in advance and a choice about whether to receive fundraising communications that use your information.

**To Request Information, exercise a Patient Right, or File a Complaint**

If you have questions, would like additional information, want to exercise a Patient Right described above, or believe your (or someone else's) privacy rights have been violated, you may contact the Practice's Privacy Officer at 816-767-3200, or in writing to us at:

**Lara Wojtowicz  
KC Pain Centers  
200 NE Missouri Road Suite 103  
Lees Summit, MO 64086**

Please note that all complaints must be submitted in writing to the Privacy Officer at the above address. You may also file a complaint with the Secretary of Health and Human Services (HHS), Office for Civil Rights (OCR). Your complaint must be filed in writing, either on paper or electronically, by mail, fax, or e-mail. The address for the Colorado regional office is Office for Civil Rights, U.S. Department of Health, and Human Services, 999 18th Street, Suite 417, Denver, CO 80202; or call (800) 368-1019. More information regarding the steps to file a complaint can be found at: [www.hhs.gov/ocr/privacy/hipaa/complaints](http://www.hhs.gov/ocr/privacy/hipaa/complaints).

- We cannot, and will not, require you to waive the right to file a complaint with the Secretary of HHS on condition of receiving treatment from the Practice.
- We cannot, and will not, retaliate against you for filing a complaint with the Secretary of HHS.