

WINDY CITY ORTHOPEDICS AND SPORTS MEDICINE

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Notice of Privacy Practices

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

Windy City Orthopedics & Sports Medicine, Ltd. acts to maintain the privacy of protected health information and provide individuals with notice of the practice's legal duties and privacy practices with respect to protected health information as described in this Notice and abide by the terms of the Notice currently in effect.

Provision of Notice: Windy City Orthopedics & Sports Medicine, Ltd. provides its Notice of Privacy Practices to every patient with whom it has a direct treatment relationship. The Notice is provided no later than the date of the first treatment to the patient after April 13, 2009.

Windy City Orthopedics & Sports Medicine, Ltd. makes its Notice available to any member of the public to enable prospective patients to evaluate the Windy City Orthopedics & Sports Medicine's privacy practices when making his or her decision regarding whether to seek treatment from Windy City Orthopedics & Sports Medicine. Windy City Orthopedics & Sports Medicine, Ltd. provides its Notice via e-mail to any patient or other individual who so requests the Notice.

Documentation of Provision of Notice: When a patient receives the Notice from our practice, Windy City Orthopedics & Sports Medicine, Ltd. asks the patient to sign its "Receipt of Notice of Privacy Practices" form. The form is then filed with your medical record. If you refuse to sign the form, it is noted in the medical record that the patient was given the Notice and refused to sign the form.

Effective Date and Changes to Notice: This Notice is effective April 14, 2009. Windy City Orthopedics & Sports Medicine, Ltd. reserves the right to revise this Notice whenever there is a material change to the uses or disclosures, the individual's rights, the covered entity's legal duties, or other privacy practices stated in the Notice. Except when required by law, a material change to any term of the Notice will not be implemented prior to the effective date of the notice in which such material change is reflected.

If the Notice is revised, we will make the revised Notice available upon request beginning on the revision's effective date. The revised notice is posted in our reception area and made available to all patients, including those who have received a previous Notice. Upon receipt of a revised Notice, all patients are asked to acknowledge receipt of the Notice.

Complaints: Windy City Orthopedics & Sports Medicine, Ltd. allows all patients and their agents to file complaints with us and with the Secretary of the federal Department of Health and Human Services (DHHS). A patient or his or her agent may file a complaint with us whenever he or she believes that Windy City Orthopedics & Sports Medicine has violated their rights.

Complaints to Windy City Orthopedics & Sports Medicine, Ltd. must be in writing, must describe the acts or omissions that are the subject of the complaint, and must be filed within 180 days of the time you became aware or should have become aware of the violation. Complaints must be addressed to the attention of the Windy City Orthopedics & Sports Medicine's privacy officer at our office address. Windy City Orthopedics & Sports Medicine, Ltd. will investigate each complaint and may, at its discretion, reply to the patient or the patient's agent.

Complaints to the Secretary of the Department of Health and Human Services must be in writing, must name the practice, must describe the acts or omissions that are the subject of the complaint, and must be filed within 180 days of the time that you, the patient became aware or should have become aware of the violation. Complaints must be addressed to: U.S. Department of Health and Human Services 200 Independence Ave. S.W. Washington, D.C. 20201

Windy City Orthopedics & Sports Medicine, Ltd. does not take any adverse action against any patient who files a complaint (either directly or through an agent) against Windy City Orthopedics & Sports Medicine, Ltd.

Contact Person: Windy City Orthopedics & Sports Medicine, Ltd. has a privacy officer that serves as the contact person for all issues related to the Privacy Rule. The privacy officer is **Kelly Walsh**. If you have any questions about this Notice, please contact **Kelly Walsh** at **847-475-0200** or **800 Austin Suite # 260 East Tower Evanston IL, 60202**.

USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

Windy City Orthopedics & Sports Medicine, Ltd. reasonably ensures that the protected health information (PHI) it requests, uses, and discloses for any purpose is the minimum amount of PHI necessary for that purpose.

Windy City Orthopedics & Sports Medicine, Ltd. treats all qualified individuals as personal representatives of our patients. The practice generally allows individuals to act as personal representatives of our patients. The two general exceptions to allowing individuals to act as personal representatives relate to unemancipated minors and abuse, neglect, or endangerment situations.

Windy City Orthopedics & Sports Medicine, Ltd. makes reasonable efforts to ensure that protected health information is only used by and disclosed to individuals that have a right to the protected health information. Toward that end, we will make reasonable efforts to verify the identity of those using or receiving protected health information.

Uses and Disclosures – Treatment, Payment, and Health Care Operations

Windy City Orthopedics & Sports Medicine, Ltd. uses and discloses protected health information for payment, treatment, and health care operations. Treatment includes those activities related to providing services to the patient, including releasing information to other health care providers involved in the patient's care. Payment relates to all activities associated with getting reimbursed for services provided, including submission of claims to insurance companies and any additional information requested by the insurance company so they can determine if they should pay the claim. Health care operations includes a number of areas, including quality assurance and peer review activities.

Uses and Disclosures – Not Requiring Authorization

Disclosure to Those Involved in Individual's Care: Windy City Orthopedics & Sports Medicine discloses protected health information to those involved in a your care when you approve or, when you are not present or not able to approve, when such disclosure is deemed appropriate in the professional judgment of the practice.

When you the patient is not present, the practice determines whether the disclosure of your protected health information is authorized by law and if so, discloses only the information directly relevant to the person's involvement with the your health care.

Windy City Orthopedics & Sports Medicine, Ltd. does not disclose protected health information to a suspected abuser, if, in its professional judgment, there is reason to believe that such a disclosure could cause the patient serious harm. Further, we use and disclose information as required by law.

Uses and Disclosures Required by Law: Windy City Orthopedics & Sports Medicine, Ltd. uses and discloses protected health information to appropriate individuals as required by law.

As required by law Windy City Orthopedics & Sports Medicine, Ltd. discloses protected health information to public health officials. This includes reporting of communicable diseases and other conditions, sexually transmitted diseases, lead poisoning, Reyes Syndrome, and mandated reports of injury, medical conditions or procedures, or food-borne illness including but not limited to adverse reactions to immunizations, cancer, adverse pregnancy outcomes, death, birth.

Windy City Orthopedics & Sports Medicine, Ltd. discloses protected health information regarding victims of abuse, neglect, or domestic violence. Windy City Orthopedics & Sports Medicine, Ltd. discloses information about a minor, disabled adult, nursing home resident, or person over 60 years of age whom we reasonably believe to be a victim of abuse or neglect to the appropriate authorities as required by law or, if not required by law, if the individual agrees to the disclosure. This includes child abuse and neglect, elder abuse and exploitation, abused and neglected nursing home residents, or disabled adults abuse.

Windy City Orthopedics & Sports Medicine, Ltd. informs the individual of the reporting unless we, in the exercise of professional judgment, believe informing the individual would place the individual at risk of serious harm or we would be informing a personal representative, and we believe the personal representative is responsible for the abuse, neglect, or other injury, and that informing such person would not be in the best interests of the individual as determined by the professional judgment of Windy City Orthopedics & Sports Medicine, Ltd.

Uses and Disclosures for Health Oversight Activities: Windy City Orthopedics & Sports Medicine, Ltd. uses and discloses PHI as required by law for health oversight activities. The information may be used and released for audits, investigations, licensure issues, and other health oversight activities, including, but limited to hospital peer review, managed care peer review, or Medicaid or Medicare peer review.

Disclosures for Judicial and Administrative Proceedings: In general, Windy City Orthopedics & Sports Medicine, Ltd. discloses information for judicial and administrative proceedings in response to an order of a court or an administrative tribunal; or a subpoena, discovery request or other lawful process, not accompanied by a court order or an ordered administrative tribunal.

Disclosures for Law Enforcement Purposes: Windy City Orthopedics & Sports Medicine, Ltd. discloses PHI for law enforcement purposes to law enforcement officials.

Uses and Disclosures Related to Decedents: Windy City Orthopedics & Sports Medicine, Ltd. uses and discloses PHI as required to a coroner or medical examiner and funeral directors as required by law. The attending physician is required to sign the death certificate and provide the coroner with a copy of the decedent's protected health information.

Uses and Disclosures Related to Cadaveric Organ, Eye or Tissue Donations: Windy City Orthopedics & Sports Medicine, Ltd. uses and discloses protected health information to facilitate organ, eye or tissue donations.

Uses and Disclosures to Avert a Serious Threat to Health or Safety: Windy City Orthopedics & Sports Medicine, Ltd. uses and discloses protected health information to public health and other authorities as required by law to avert a serious threat to health or safety.

Uses and Disclosures for Specialized Government Functions: Windy City Orthopedics & Sports Medicine, Ltd. uses and discloses protected health information for military and veteran activities, national security and intelligence activities, and other activities as required by law.

Uses and Disclosures in Emergency Situations: Windy City Orthopedics & Sports Medicine, Ltd. uses and discloses protected health information as appropriate to provide treatment in emergency situations. In those instances where we had not previously provided its Notice of Privacy Practices

to a patient who receives direct treatment in an emergency situation, we will provide the Notice to the individual as soon as practicable following the provision of the emergency treatment.

Marketing Purposes: Windy City Orthopedics & Sports Medicine, Ltd. does not use or disclose any protected health information for marketing purposes. Windy City Orthopedics & Sports Medicine, Ltd. does engage in communications about products and services that encourages recipients of the communication to purchase or use the product or service for treatment, to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the individual. These activities are not considered marketing.

In addition, Windy City Orthopedics & Sports Medicine, Ltd. will contact the individual with appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to the individual.

Uses and Disclosures – Do Not Apply to Practice

Research: Windy City Orthopedics & Sports Medicine, Ltd. does not engage in any research activities that require it to use or disclose protected health information.

Other Uses and Disclosures: Windy City Orthopedics & Sports Medicine, Ltd. does not use or disclose protected health information to an employer or health plan sponsor, for underwriting and related purposes, for facility directories, to brokers and agents, or for fundraising.

If an individual wants us to release his or her protected health information to employers or health plan sponsors, for underwriting and related purposes, for facility directories, or to brokers and agents, then he or she can contact us and complete an appropriate written authorization.

INDIVIDUAL RIGHTS

Individual Rights – Accounting for Disclosures of Protected Health Information

Windy City Orthopedics & Sports Medicine, Ltd. tracks all disclosures of a patient’s protected health information that occur for other than the purposes of treatment, payment, and health care operations, that are not made to the individual or to a person involved in the patient’s care, that are not made as a result of a patient authorization, and that are not made for national security or intelligence purposes or to correctional institutions or law enforcement officials.

Windy City Orthopedics & Sports Medicine, Ltd. allows an individual to request one accounting within a 12-month period free of charge. Windy City Orthopedics & Sports Medicine, Ltd. charges a reasonable fee for more frequent accounting requests. The charge will be \$15.00. An individual can request an accounting of disclosures for a period of up to six years prior to the date of the request. Requests for shorter accounting periods will be accepted. However, patients may only request an accounting of disclosures made on or after April 14, 2003.

Windy City Orthopedics & Sports Medicine, Ltd. responds to all requests for an accounting of disclosures within 60 days of receipt of the request. If we intend to provide the accounting for disclosures and cannot do so within 60 days, we will inform the requestor of such and provide a reason for the delay and the date the request is expected to be fulfilled. Only one 30-day extension is permitted.

A request for an accounting for disclosures must be made in writing and mailed or sent to the practice. It should be marked “Attention: Privacy Officer.”

Individual Rights – Inspect and Copy Protected Health Information

Windy City Orthopedics & Sports Medicine, Ltd. allows individuals to inspect and copy their protected health information, documents all requests, responds to those requests in a timely fashion, informs individuals of their appeal rights when a request is rejected in whole or in part, and charges a reasonable fee for the copying of records.

Windy City Orthopedics & Sports Medicine, Ltd. reviews the request in a timely fashion and acts on a request for access generally within 30 days. Windy City Orthopedics & Sports Medicine, Ltd. may have a single extension of 30 days, if needed to act on the request. Each request will be accepted or denied and the requestor notified in writing. If a request is denied, the requestor is informed if the denial is “reviewable” or not. The requestor has the right to have any denial reviewed by a licensed health care professional who is designated by the practice as a reviewing official and who did not participate in the original decision to deny. Windy City Orthopedics & Sports Medicine, Ltd. informs the requestor of the decision of the reviewing official and adheres to the decision.

Windy City Orthopedics & Sports Medicine, Ltd. charges reasonable fees based on actual cost of fulfilling the request. Windy City Orthopedics & Sports Medicine, Ltd. will determine the appropriate charge for providing the requested records and inform the requestor in advance of providing the records. If the requestor agrees to pay the fee in advance, the records will be provided. Otherwise, the records will not be provided, unless the Privacy Officer determines that the charge is burdensome to the requestor.

Illinois law prohibits charges that exceed the following: \$20 handling fee plus 75 cents each for pages 1-25, 50 cents each for pages 26-50, and 25 cents each for pages 51 to end; plus actual expenses related to the copying of x-rays, CAT scans, and similar. We limit charges for records to the amounts allowed under Illinois law.

Requests for the inspection and copying of records must be sent to the practice in writing. It should be marked “Attention: Privacy Officer.”

Individual Rights – Request Amendment to Protected Health Information

Windy City Orthopedics & Sports Medicine, Ltd. allows an individual to request that we amend the protected health information maintained in the patient's medical record or the patient's billing record. We document all requests, respond to those requests in a timely fashion, and inform individuals of their appeal rights when a request is denied in whole or in part.

Generally Windy City Orthopedics & Sports Medicine, Ltd. will act on a request for amendment no later than 60 days after receipt of such a request. If we cannot act on the amendment within 60 days, we will extend the time for such action by 30 days and, within the 60-day time limit, provide the requestor with a written statement of the reasons for the delay and the date by which we will complete action on the request. Only one such extension is allowed.

If Windy City Orthopedics & Sports Medicine, Ltd. denies the request, in whole or in part, the practice provides the requestor with a written denial in a timely fashion. We allow a requestor to submit a written statement disagreeing with the denial of all or part of the initial request. The statement must include the basis of the disagreement. Windy City Orthopedics & Sports Medicine, Ltd. limits the length of a statement of disagreement to one page.

Windy City Orthopedics & Sports Medicine, Ltd. accepts requests to amend the PHI maintained by Windy City Orthopedics & Sports Medicine, Ltd. The requests must be in writing and should be marked "Attention: Privacy Officer."

Individual Rights – Request Confidential Communications

Windy City Orthopedics & Sports Medicine, Ltd. accommodates all reasonable requests to keep communications confidential. We determine the reasonableness based on the administrative difficulty of complying with the request.

A request for confidential communications must be in writing, must specify an alternative address or other method of contact, and must provide information about how payment will be handled. The request must be addressed to our privacy officer. No reason for the request needs to be stated.

Windy City Orthopedics & Sports Medicine, Ltd. accommodates all reasonable requests. The reasonableness of a request is determined solely on the basis of the administrative difficulty of complying with the request. Windy City Orthopedics & Sports Medicine, Ltd. will reject a request due to administrative difficulty: if no independently verifiable method of communication such as a mailing address or published telephone number is provided for communications, including billing; or if the requestor has not provided information as to how payment will be handled.

Windy City Orthopedics & Sports Medicine, Ltd. will not refuse a request: if the requestor indicates that the communication will cause endangerment; or based on any perception of the merits of the requestor's request.

Individual Rights – Request Restriction of Disclosures

Windy City Orthopedics & Sports Medicine, Ltd. accepts all requests for restrictions of disclosures of protected health information. Windy City Orthopedics & Sports Medicine, Ltd. does not agree to any restrictions in the use or disclosure of protected health information.

All requests for restrictions of disclosures must be submitted in writing. They must be sent to the attention of Windy City Orthopedics & Sports Medicine, Ltd. privacy officer. The privacy officer notifies the requestor in writing that Windy City Orthopedics & Sports Medicine, Ltd. does not accept restrictions of disclosure.

Individual Rights – Authorizations

Windy City Orthopedics & Sports Medicine, Ltd. obtains a written authorization from you or your representative for the use or disclosure of protected health information for other than treatment, payment, or health care operations; however, we will not get an authorization for the use or disclosure of protected health information specifically allowed under the Privacy Rule in the absence of an authorization. Windy City Orthopedics & Sports Medicine, Ltd. will provide you upon request a copy of any authorization initiated by us (as opposed to requested by the patient) and signed by the patient.

Windy City Orthopedics & Sports Medicine, Ltd. does not condition treatment of a patient on the signing of an authorization, except disclosure necessary to determine payment of claim (excluding authorization for use or disclosure of psychotherapy notes); or provision of health care solely for purpose of creating protected health information for disclosure to a third party (e.g., pre-employment or life insurance physicals).

In Illinois, a specific written authorization is required to disclose or release of mental health treatment, alcoholism treatment, drug abuse treatment or HIV/Acquired Immune Deficiency Syndrome (AIDS) information.

Windy City Orthopedics & Sports Medicine, Ltd. allows an individual to revoke an authorization at any time. The revocation must be in writing and must be sent to the attention of Windy City Orthopedics & Sports Medicine's privacy officer; however, in any case we will be able to use or disclose the protected health information to the extent practice has taken action in reliance on the authorization.

Individual Rights – Waiver of Rights

Windy City Orthopedics & Sports Medicine, Ltd. never requires an individual to waive any of his or her individual rights as a condition for the provision of treatment, except under very limited circumstances allowed under law.