

Acknowledgement for Release of Medical Records Assignment of Insurance Benefits

I authorize the release of any medical information necessary to process my insurance and/or Medicare. I also authorize payment of medical benefits to Patrick D. Reeves, M.D., P.A. and/or Wilson Surgicenter.

THE SURGICENTER HAS PROVIDED YOU WITH AN ESTIMATE OF CHARGES FROM THE SURGICENTER FOR YOUR PROCEDURE. HOWEVER THE ACTUAL CHARGES FROM THE SURGICENTER WILL VARY BASED ON YOUR MEDICAL CONDITION AND OTHER FACTORS ASSOCIATED WITH THE PERFORMANCE OF THE PROCEDURE.

THE ACTUAL CHARGES FOR THE SURGICAL PROCEDURE MAY DIFFER FROM THE AMOUNT TO BE PAID BY YOU OR YOUR THIRD PARTY PAYOR. ANY FURTHER, YOU MAY BE PERSONALLY LIABLE FOR PAYMENT FOR THE SURGICAL PROCEDURE DEPENDING ON YOUR HEALTH BENEFIT PLAN COVERAGE.

IT IS YOUR RESPONSIBILITY TO CONTACT YOUR HEALTH BENEFIT PLAN FOR ACCURATE INFORMATION REGARDING THE PLAN STRUCTURE, BENEFIT COVERAGE, DEDUCTIBLES, COPAYMENTS, COINSURANCE, AND OTHER PLAN PROVISIONS THAT MAY IMPACT YOUR LIABILITY FOR PAYMENT FOR THE SURGICAL PROCEDURE.

A PHYSICIAN OR OTHER HEALTH CARE PROVIDER (SUCH AS A NURSE ANESTHETIST) THAT MAY PROVIDE SERVICES TO YOU WHILE YOU ARE A PATIENT IN WILSON SURGICENTER MAY NOT BE A PARTICIPATING PROVIDER WITH THE SAME THIRD PARTY PAYORS AS WILSON SURGICENTER.

Wilson Surgicenter has provided you with an itemized list of service fees for reference. If surgery is recommended, it will not be performed during your first appointment.

New Patient Office Visit	\$200.00
Tests A-Scan/ Optical Biometry	\$95.00
Cataract Extraction Surgery (Per Eye)	
Surgeon's Fee	\$1,800.00 - \$2,100.00
Facility Fee (for operating room)	\$1,500.00
Anesthesia	\$250.00 - \$350.00
Pre-Op eye drops	\$51.00 - \$71.00
Lens Implant Options (Per Eye)	
Standard Lens Implant	Included with above
Astigmatism Premium Lens Implant	\$1,500.00
Symfony Premium Lens Implant	\$1,500.00
Yag Laser Capsulotomy (Per Eye)	
Yag Laser Capsulotomy	\$500.00
Office Call	\$200.00

\$450.00

Facility Fee



Tests

The A-scan/Optical Biometry is a test to measure the eye for a lens implant.

The Yag Laser is used to make an opening in a tissue in your eye, the posterior capsule, when the tissue becomes cloudy or wrinkled. This tissue is left intact during cataract extraction surgery to help the eye remain strong while it is healing, but sometimes months or years after your surgery, this tissue needs to be opened. The Yag Laser is not used to remove the cataract.

Payment is expected at the time of service, however, if you have the following:

- Traditional Medicare: patients are responsible for 20% and any un-met deductible.
- Medicare Advantage or Private Insurance:
- •Office visits: Copays or whatever insurance requires.
- •Surgery: Benefits will be checked, and we will let you know prior to surgery.

During cataract extraction surgery, your nurse anesthetist (CRNA) will be Mr. Gani Saculo. You will be billed for his service by his office.

Please note that the prices for our services as listed above are subject to change.



I have been informed of Wilson Surgicenter's Notice of Privacy Practices, which explains how my (the patient's) medical information will be used and disclosed. I understand that I am entitled to receive a copy of this document. I have also been informed of Wilson Surgicenter's Patient Rights and Responsibilities Program, the Grievance Remediation Program and the policy regarding Advanced Directives.

Acknowledgement of:

- 1. Notice of Privacy Practices
- 2. Patient Rights and Responsibilities
- 3. Grievance Remediation Program
- 4. Governing Law
- 5. Advanced Directives

1. Notice of Privacy Practices

This notice describes how health information about you may be used and disclosed and how you can get access to this information. Please review it carefully. If you have any questions about this Notice please contact our Privacy Officer.

This Notice of Privacy Practices describes how we may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. We are required by Federal law to give you this Notice and to maintain the privacy of your health information. We must also abide by the terms of this Notice while it is in effect. We reserve the right to change our privacy practices and the terms of this Notice at any time. Before we make significant changes in our privacy practices, we will change this Notice and make the new Notice available upon request.

Uses and Disclosures of Protected Health Information

You will be asked to sign an Acknowledgment Of Receipt Of Notice Of Privacy Practices. Once you have received our Notice of Privacy Practices, disclosure of your protected health information will be used for treatment, payment and health care operations. Your protected health information may be used and disclosed by our office staff and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you. Your protected health information may also be used and disclosed to pay your health care bills and to support the operation of our practice. Following are examples of



the types of uses and disclosures of your protected health care information that our office is permitted to make.

<u>Treatment:</u> We will use and disclose your protected health information to other dentists and physicians to provide, coordinate, or manage your health care. For example, your protected health information may be provided to another dentist to whom you have been referred to ensure that the necessary information is available to diagnose or treat you. In addition, we may disclose your health information at times to a dental laboratory or specialist.

<u>Payment:</u> Your protected health information will be used to obtain payment for services we provide to you. This may include certain activities that your insurance plan may undertake before it approves or pays for the services we recommend.

Healthcare Operations: We may use or disclose your protected health information in order to support the business activities of our practice. These activities include, but are not limited to, quality assessment activities, employee review activities, licensing, credentialing activities, conducting training and conducting other business activities. For example, we may use a sign-in sheet at the registration desk where you will be asked to sign your name and indicate your doctor. We may also call you by name in the waiting room when your doctor is ready to see you. We may use or disclose your protected health information, as necessary, to contact you to remind you of your appointment.

<u>Business Associates</u>: We will share your protected health information with third party Business Associates that perform various activities (billing or laboratory services) for the practice. Whenever an arrangement between our office and a Business Associate involves the use or disclosure of your protected health information, we will have a written contract that contains terms that will protect the privacy of your protected health information.

We may use or disclose your protected health information, as necessary, to provide you with information about treatment alternatives or other health-related benefits and services that may be of interest to you. We may also use and disclose your protected health information for other marketing activities. For example, your name and address may be used to send you a newsletter about our practice and the services we offer. We may also send you information about products or services that we believe may be beneficial to you. You may contact our Privacy Contact to request that these materials not be sent to you.

Uses and Disclosures of Protected Health Information Based Upon Your Written Authorization



Other uses and disclosures of your protected health information will be made only with your written authorization, unless otherwise permitted or required by law as described below. You may revoke this authorization, at any time, in writing, except to the extent that our practice has already taken action as provided for in the authorization.

Other Permitted and Required Uses and Disclosures That May Be Made With Your Consent, Authorization, or Opportunity to Object

We may use and disclose your protected health information in the following instances. You have the opportunity to agree or object to the use or disclosure of all or part of your protected health information. If you are not present or able to agree or object to the use or disclosure of the protected health information, then we may, using professional judgment, determine whether the disclosure is in your best interest. In this case, only the protected health information that is relevant to your health care will be disclosed.

<u>Family and Friends:</u> Unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, your protected health information to the extent necessary to help with your healthcare or with payment for your healthcare. We will also use our professional judgment to make reasonable decisions in your best interest in allowing a person to pick up filled prescriptions, dental supplies, x-rays or other similar forms of health information.

Other Permitted and Required Uses and Disclosures That May Be Made Without Your Consent

Required By Law: We may use or disclose your protected health information when we are required to do so by law.

Emergencies: We may use or disclose your protected health information in an emergency treatment situation. If this happens, we will try to obtain your Acknowledgment Of Receipt Of Notice Of Privacy Practices as soon as reasonably practicable after the delivery of treatment. In the event of your incapacity or an emergency, we will disclose health information based on a determination using our professional judgment disclosing only health information that is directly relevant to the person's involvement in your health care.

<u>Abuse or Neglect:</u> We may disclose your health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect or domestic violence or the possible victim of other crimes. We may disclose your health information to the extent necessary to avert a serious threat to your health or safety or the health and safety of others.



Military Activity and National Security: We may disclose to military authorities the health information of Armed Forces personnel under certain circumstances. We may disclose to authorized federal officials health information required for lawful intelligence, counterintelligence and other national security activities. We may disclose to correctional institutions or law enforcement officials having lawful custody, the protected health information of inmates or patients under certain circumstances.

<u>Required Uses and Disclosures:</u> Under the law, we must make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance.

Your Rights

You have the right to inspect and copy your protected health information. You have the right to look at or get copies of your health information, with limited exceptions. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practically do so. You must make the request in writing to obtain access to your health information. You may obtain a form to request access by using the contact information listed at the end of this Notice. We will charge you a reasonable cost-based fee for expenses such as copies and staff time. You may also request access by sending us a letter to the address at the end of this Notice. If you prefer, we will prepare a summary or an explanation of your health information for a fee.

You have the right to request a restriction of your protected health information. You have the right to request that we place additional restrictions on our use or disclosure of your health information. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement, except in an emergency.

You have the right to request alternative communications from us. You have the right to request that we communicate with you about your health information by alternative means or to alternative locations. You must make your request in writing. Your request must specify the alternative means or location, and provide satisfactory explanation how payments will be handled under the alternative means or location you request.

You have the right to request an amendment to your health information. You have the right to request that we amend your health information. Your request must be in writing. The request must explain why the information should be amended. We may deny your request under certain circumstances.

You have the right to receive an accounting of disclosures we have made of your health information. This right applies to disclosures for purposes other than treatment, payment or healthcare operations as described in this Notice. It excludes disclosures we may have made to you, to family members, or friends involved in your care, or for notification purposes. You have the right to receive specific information regarding these



disclosures that occurred after April 14, 2003. The right to receive this information is subject to certain exceptions, restrictions, and limitations. If you request this accounting more than once in a 12 month period, we may charge you a reasonable, cost based fee for responding to these additional requests.

You have the right to make a complaint about our privacy policies. If you are concerned that we have violated your privacy rights, you may file a complaint with our Privacy Officer using the contact information listed at the bottom of this page. You may also file a written complaint with the Department of Health and Human Services. We will provide you with their address upon request. We will not retaliate against you for making a complaint to either our office or the Department of Health and Human Services.

2. Patient Rights and Responsibilities

- •If a patient is adjudged incompetent under applicable Texas State laws by a court of proper jurisdiction, the rights of the patient are exercised by the person appointed under Texas State law to act on the patient's behalf.
- •If a Texas State court has not adjudged a patient incompetent, any legal representative or surrogate designated by the patient in accordance with Texas State law may exercise the patent's rights to the extent allowed by Texas State law.

You, as a patient, have the right to:

- ❖ Be free from all forms of abuse and harassment.
- Choose your physician.
- * Receive care in a safe seing.
- * Receive from your physician current information, in language that you can understand, about your illness, treatment and/ or procedures, and expected outcome before treatment or procedures are performed.
- A Make informed decisions about your health care before treatment or procedures including the right to refuse medical treatment, procedures, or other components of care and to be informed of the medical consequences of such a decision.
- Have all communications and records regarding your care treated as confidential.
- Personal privacy.
- ❖ Know the identity of the physician responsible for coordinating your care and all other physicians and health care professionals involved in your care.



- Agree to refuse to participate in any clinical research study or experiment related to your care or treatment.
- * Receive prompt and reasonable responses to your requests for service.
- * Review your bill and discuss any questions that you may have about it.
- ❖ Designate a legal representative or surrogate in accordance with Texas law to exercise your rights to the extent allowed under the law.
- ❖ Be free from any act of discrimination or reprisal.
- ❖ Voice grievances regarding treatment or care that is (or fails to be) furnished, abuse or harassment and to have such grievances fully investigated by Wilson Surgicenter, local, state or federal authorities as appropriate. All complaints will be kept confidential, and anonymous complaints may be registered.

You may report complaints to:

Robin Williamson, c/o Wilson Surgicenter, 4315-28th Street, Lubbock, Tx 79410 (806)792-2104 or robinw@wilsurg.com

You may also voice your complaint to any staff member or submit it via the complaint box in the Surgicenter lobby. Even if you have not made a complaint to Wilson Surgicenter; you may make a complaint about Wilson Surgicenter at any time to the following:

- ➤ The Texas Department of State Health Services, Health Facility Compliance Group (MC1979) P.O. Box 149347, Austin, Texas 78714-9347, Telephone (888) 973-0022. Fax: 1(512)834-6653
- > The Office of the Medicare Beneficiary Ombudsman at www.cms.hhs.gov/center/ombudsman.asp

You, as a patient, have the responsibility to:

- ❖ Fully participate in decisions involving your own health care and to accept the consequences of these decisions if complications occur.
- Follow your doctor's instructions.
- Communicate per:nent health care information.
- Seek clarification if you do not fully understand your health problems and the proposed plan of care.
- * Respect the rights of others.
- Provide accurate information for insurance claims.
- Pay your bills.



3. Grievance Remediation Program

Any person may make a complaint at Wilson Surgicenter. A complaint is a verbal or writen patient issue or problem that can be resolved at the time of the complaint and involve staff who are present (such as nurses, administration, reception or physicians) at the time of the complaint. Complaints typically involve minor issues that do not require investigation. The staff of Wilson Surgicenter wants to provide the best care possible for our Patients. Please ask a staff member for help if you have a complaint or concern. We are happy to assist you. You may give a "Verbal Complaint" to any of our staff at any time. If the staff member cannot immediately resolve your complaint for any reason, they must file a writen grievance. You may also register a complaint or a grievance by using the "Complaints" box in the Wilson Surgicenter Lobby, by writing it on the Patient Survey form given to the patient after surgery, or by contacting the Administrator directly. You may ask to see the Administrator at any time. The Administrator's contact information is provided below.

Robin Williamson, 4315-28th Street, Lubbock, Texas 79410 (806)-559-3949 or (806)-792-2104 or robinw@wilsurg.com

A Grievance is a formal or informal written or verbal complaint that is made to Wilson Surgicenter by a patient, a patient's representative or surrogate, regarding a patient's care or lack of care (when such complaint is not resolved at the time of the complaint by the staff present). A writen complaint is always considered a grievance. Emails or faxes are considered writen complaints. Whenever a patient or a patient's representative or surrogate requests that his or her complaint be handles as a formal complaint or grievance, or when that patient requests a response from Wilson Surgicenter, the complaint is considered a grievance. Billing issues are not usually considered grievances. A complaint from someone other than a patient or a patient's representative or surrogate is not a grievance. A complaint that is presented to the staff and resolved at that time is not considered a grievance. If a patient care complaint cannot be resolved at the time of the complaint by the staff present, is postponed for later resolution, is referred to other staff for later resolution, requires investigation, and/or requires additional actions for resolution, the complaint is then considered a grievance.

Any allegation of mistreatment such as verbal, mental, physical or sexual abuse, neglect, or lack of compliance with Local, State, or Federal laws or regulations that endangers a patient is a "Mandated Grievance". Mandated Grievances must be reported immediately to the Administrator. The Administrator is responsible for notifying the Grievance Committee that same day, requiring a decision that the mandated grievance is substantiated or unsubstantiated within 72 hours of the complaint. If the Mandated Grievance is substantiated, Wilson Surgicenter shall notify the proper Local, State and/or Federal authorties within 10 days of the compliant. A patient, a patient's representative or surrogate filing a complaint or grievance may receive assistance from any other person or organization at any stage of the grievance process and use of the



Patient Grievance Program does not limit the right of a patient, a patient's representative or Surrogate to seek remedy for a complaint in the legal system. No person shall be punished or retaliated against for making a complaint or grievance.

If a patient, the patient's representative or surrogate files a grievance with Wilson Surgicenter, the Administrator will contact that person within three days. The Administrator shall take the grievance to the Patient Grievance Committee for investigation within 3 days of receipt of the grievance. The Grievance Committee shall investigate the grievance and make a written notice either by letter or email of its decision within 7 days of the receipt of the grievance, unless the grievance involves complex issues, extensive invettigation and/or the contributions of numerous individuals. In the event that the grievance investigation is so complex that it cannot be completed within 7 days, the Administrator shall send the patient an interim notice explaining that the grievance is being investigated and that the patient will receive a final written response in a time frame specified in the letter. The time frame shall be 30 days or less. The decision shall contain the Name and contact information of the Administrator, how the grievance was addressed, the steps taken to investigate the grievance, the result of the grievance process, and the date the grievance process was completed.

A patient, a patient's representative or surrogate has the right to forward their complaint or grievance to The Texas Department of Health Services at any time. You may contact Local, State and Federal authorities as follows:

Local: Texas Health and Human Services Commission Lubbock, 5806-34th Street, Lubbock, Texas 79407 Phone: (806)791-7502

State: Mailing Address: Health Facility Compliance Group (MC1979), Texas Department of State Health Services, PO Box 149347, Austin, Texas 78714-9347 Fax: (512)834-6653 Email: Health Facility Complaints Complaint Hotline: (888)973-0022

Federal: Medicare Ombudsman: h9p://www.cms.hhs.gov/center/ombudsman.asp

4. Advanced Directives

Advanced Directives, such as DO NOT RESUSICITATE forms, are not honored in this facility. Should an emergency occur, you would be transferred by ambulance to the hospital.

5. Governing Law

4315 28th Street, Lubbock, TX 79410 P: 806.792.2104



I (we), the patient or patient's representative and Dr. Reeves/Dr. Anderson, including the employees and agents of Patrick D. Reeves, M.D., P. A./ Wilson Surgicenter, rendering or providing medical care, health care, or safety or profressional or administrative services directly related to health care to patient agree:

- 1. that all health care rendered shall be governed exclusively and only by Texas Law and in no event shall the law of any other state apply to any health care rendered to patient
- 2. in the event of a dispute, any lawsuit, action, or cause of which in any way relates to health care provided to the patient shall only be brought in a Texas Court in the county/district where all or substantially all of the health care was provided or rendered and in no event will any lawsuit, action or cause of action ever be brought in any other state. The choice of law and forum selection provision of this paragraph are mandatory and are not premissive.