

Financial and Appointment Information Policy

We are dedicated to providing the best possible care for you and we want you to completely understand our Financial and Appointment Information Policy. Please understand that payment of your bill is also important. Before we can help you, we request that you read the following Financial and Appointment Information Policy. We accept the following payment methods: cash, check, Visa, MasterCard and Discover.

1. In order to verify your identity, you will be required to provide photo identification at the time of registration.
2. We participate with most major insurance carriers including Medicare. If your insurance company requires a referral you will be responsible for obtaining this through your Primary Care Physician. Our staff will not be responsible for obtaining the referral for you. Without the referral, you will be asked to sign a waiver accepting responsibility for payment of charges in full.
3. We **DO NOT** participate with **Optima Medicaid, Anthem Healthkeepers Plus Medicaid or Virginia Premier**. If you have any of these insurances, please contact our office prior to your appointment to discuss available options.
4. Insurance co-pays will be collected at the time of check-in. To stay within compliance of our contractual obligation, your appointment may be rescheduled if you do not have your co-pay. If your insurance plan does not require a co-pay but instead requires you to meet a deductible and then pay a coinsurance percentage we will collect a \$50 deposit at **each** visit. If you have a delinquent balance, be prepared to pay this. You may be required to pay for visits in full at time of service. There will be a \$25 return check fee that is payable in cash only.
5. We will bill your insurance company as per our contract guidelines. If all efforts fail to obtain payment from your insurance carrier, you will be responsible for all charges.
6. Some routine services are not covered by insurance, including screening colonoscopy consultations by Medicare. You will be asked to sign a waiver for any surgical services that may not be covered by your insurance. If your insurance denies coverage you will be responsible for this entire amount.
7. If you change insurance companies during your treatment, please advise our staff of the new information, provide us with a copy of your card, and complete Coordination of Benefits with your new insurance carrier. Insurance companies require claims to be filed within a certain time frame. If we do not receive this information along with a copy of your card at the time of your visit, you will be responsible for your bill.
8. If you do not have insurance, you will be responsible for a deposit prior to being seen by our providers and prior to scheduling surgery. A \$75 deposit is required for all office visits. If it is decided that a procedure is needed, you will then be required to pay a deposit for that procedure, prior to the surgery being scheduled. We require a \$250 deposit for endoscopies (EGD and colonoscopy) and a \$500 deposit for all surgical procedures. You will be required to sign a payment agreement for the remaining balance. Charges paid in full at the time of service will be eligible to receive a discount. SVSA is concerned about your health. If you are unable to pay your bill, please let us know so that we can discuss available options.
9. Please give a minimum of 24 hours notice for cancellations. We understand that emergencies arise; however, sufficient notice is needed to schedule another patient. If you continue to miss appointments without notice, you may be discharged from our practice.
10. We need a copy of any general and **medical** Power of Attorney paperwork applicable to the patient you accompany.
11. Sums due hereunder are payable at practice's office. If balances are not paid according to the terms, then the account will be considered past due. If your account becomes more than thirty (30) days past due, you agree to pay a finance charge of one and one-half percent (1.5%) per month, eighteen percent (18%) per annum. You further understand and agree that if this account or any debt owed to Shenandoah Valley Surgical Associates (SVSA) is referred to a collection agency or attorney, you agree to pay, in addition to the balance of the account (which includes, but is not limited to, principal, accrued interest, and late charges), all collection fees in the amount of thirty-five percent (35%) of the total unpaid balance due, plus court costs and filing fees incurred by SVSA. You agree to pay the aforesaid costs of collection whether or not suit is filed. You further understand and agree that should SVSA be awarded judgment relating to this contract or any debt incurred thereof, you will pay judgment interest of one and one-half percent (1-1/2%) per month, eighteen percent (18%) per annum, beginning on the date of the judgment. A photocopy of this contract shall be considered as valid as the original. You agree and authorize SVSA and its agents to contact you by telephone or text message at any phone number associated with your account, including wireless telephone numbers. You further authorize SVSA and its agents to contact you via email. You further authorize SVSA and its agents to contact you using any method of contact available including but not limited to using pre-recorded or artificial voice messages and/or use of an automatic dialing device, as applicable.

We make every attempt to see patients in a timely manner. However; late arrivals, unexpected extended problems and emergencies may cause delays. The staff will keep you informed if a physician is running behind schedule. We apologize for any inconvenience.

Revised: 03/21/2017



Policy Information: HIPAA Notice of Privacy Practices Financial and Appointment Information Policy

Brochure Revised: 03/21/2017

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****

Understanding Your Health Record/Information

Each time you visit a hospital, physician, or other healthcare provider, a record of your visit is made. Typically, this record contains your symptoms, examination and test results, diagnoses, treatment, and a plan for future care or treatment. This information, often referred to as your health or medical record, serves as:

- basis for planning your care and treatment
- means of communication among the many health professionals who contribute to your care
- legal document describing the care you received
- means by which you or a payer can verify that services billed were actually provided
- tool in educating health professionals
- source of data for medical research
- source of information for public health officials charged with improving the health of the nation
- source of data for facility planning and marketing
- tool with which we can assess and continually work to improve the care we render and the outcomes we achieve

Understanding what is in your record and how your health information is used helps you to:

Ensure its accuracy, better understand who, what, when, where and why others may access your health information, and make more informed decisions when authorizing disclosures to others.

Your Health Information Rights

Although your health record is the physical property of the healthcare practitioner or facility that maintains it, you have certain rights regarding the information. Subject to certain standards and requirements, you have the right to:

- request a restriction on certain uses and disclosures of your information as provided by applicable law (please note that we are not required by law to agree to your requested restriction, except if you request that we not disclose information to a health insurance carrier for payment or health care operations and the information relates only to a health care item or service for which we have been **paid in full by you or a person other than the health plan**)
- obtain a paper copy of the notice of privacy practices upon request
- inspect and obtain a copy of your health record as provided by applicable law (charges for copies may apply)
- request an amendment to your health record as provided by applicable law
- obtain an accounting of disclosures of your health information as provided by applicable law
- request communications of your health information by alternative means or at alternative locations
- revoke your authorization to use or disclose health information except to the extent that action has already been taken
- request and obtain your protected health information in an electronic format if it is readily producible by the organization in such format

Shenandoah Valley Surgical Associates

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Our Responsibilities

Subject to the terms of this notice and applicable law, Shenandoah Valley Surgical Associates is required to:

- maintain the privacy of your health information
- provide you with a notice as to our legal duties and privacy practice with respect to health information we collect and maintain about you
- abide by the notice of privacy practices currently in effect
- accommodate reasonable requests you may have to communicate health information by alternative means or at alternative locations
- obtain your authorization for uses and disclosures of your protected health information for certain marketing purposes
- notify affected individuals of a breach of unsecured protected health information
- obtain authorization for most uses and disclosures of most psychotherapy notes created by this practice
- obtain authorization for most uses and disclosures involving the sale of protected health information. The authorization would need to state that the organization is being paid for the protected health information.

We reserve the right to change our practices and to make the new provisions effective for all protected health information we maintain. We will not use or disclose your health information without your authorization, except as described in our notice.

For More Information or To Report a Problem

If you have questions and would like additional information, you may contact our Privacy Officer or you may file a complaint with the Secretary of the United States Department of Health and Human Services if you believe your privacy rights have been violated.

To file a complaint with us, contact our Privacy Officer at the address listed on the front of this Notice. All complaints must be made in writing and should be submitted within 180 days of when you knew or should have known of the suspected violation. There will be no retaliation against you for filing a complaint.

To file a complaint with the Secretary, mail it to: Secretary of the U.S. Department of Health and Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201. Call (202) 619-0257 (or toll free (877) 696-6775) or go to the website of the Office for Civil Rights, www.hhs.gov/ocr/hipaa/, for more information. There will be no retaliation against you for filing a complaint.

Examples of Uses and Disclosures for Treatment, Payment and Health Operations:

We will use and disclose your health information for treatment. For example: Information obtained by a nurse, physician, or other member of our staff will be recorded in your record and used to determine the course of treatment that would work best for you, and disclosed to your healthcare provider(s) for your treatment. We will also provide your primary care physician or a subsequent healthcare provider with copies of various reports that should assist him or her in treating you once you are discharged from this practice.

We will use and disclose your health information for payment. For example: A bill may be sent to you or a third party payer. The information on or accompanying the bill or claim may include information that identifies you, as well as your diagnosis, procedures, and supplies used.

We will use and disclose your health information for regular health care operations. For example: Your information may be used for improving the quality and effectiveness of the healthcare and service we provide.

Business associates: We may disclose Protected Health Information to our business associates who perform functions on our behalf or provide us with services if the Protected Health Information is necessary for those functions or services. For example, we may use another company to do our billing, or to provide transcription or consulting services for us. All of our business associates are obligated, under contract with us, to protect the privacy and ensure the security of your Protected Health Information.

We may also use and disclose protected health information as outlined below:

- **Directory:** Unless you notify us that you object, we may give your location and general health condition to those individuals who call and ask for you by name. Your religious affiliation may be provided to members of the clergy.
- **Notification:** We may use or disclose information, such as your location and general condition, to notify or assist in notifying a family member, personal representative, or another person responsible for your care.
- **Communication with family:** Unless you object, health professionals, using their professional judgment, may disclose to a family member, other relative, friend or any other person you identify, health information relevant to that person's involvement in your care or payment related to your care.
- **Research:** We may use and disclose information for research purposes. Typically, prior to disclosing your information to researchers, we will either obtain your written authorization, or will require separate approval by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your health information.
- **Funeral directors:** We may disclose health information to funeral directors consistent with applicable law to carry out their duties.
- **Organ procurement organizations:** Consistent with applicable law, we may disclose health information to organ procurement organizations or other entities, engaged in the procurement, banking, or transplantation of organs for the purpose of tissue donation and transplant.
- **Appointment Reminders:** We may use and disclose medical information to contact you as a reminder that you have an appointment for treatment or medical care.

- **Treatment Alternatives:** We may use and disclose medical information to tell you about or recommend possible treatment options or alternatives that may be of interest to you.
- **Health-Related Benefits and Services:** We may use and disclose medical information to tell you about health-related benefits or services that may be of interest to you.
- **Food and Drug Administration (FDA):** We may disclose certain health information to the FDA relative to adverse events with respect to food, supplements, medications, product and product defects, medical devices, or post marketing surveillance information to enable product recalls, repairs, or replacement.
- **Workers compensation:** We may disclose health information to the extent authorized by and to the extent necessary to comply with laws relating to workers compensation or other similar programs established by law.
- **Public health:** We may disclose medical information about you for public health activities. These activities may include activities: to prevent or control disease, injury or disability; to report births and deaths; and to report child abuse or neglect.
- **Fundraising:** We may use or disclose your Protected Health Information, as necessary, in order to contact you for fundraising activities. You will have the right to opt out of receiving fundraising communications.
- **Accrediting, Licensing and Regulatory Reviews:** Professionals associated with healthcare accrediting, licensing, or regulatory agencies for survey purposes may view your health information.
- **Correctional institution:** If you are an inmate of a correctional institution, we may disclose to the institution or agents thereof health information necessary for your health and the health and safety of other individuals.
- **Health Oversight Activities:** We may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include, for example, 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.
- **Lawsuits and Disputes:** We may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process, after efforts have been made to tell you about the request or to obtain an order protecting the information requested.
- **Law enforcement:** We may release medical information if asked to do so by a law enforcement official to identify or locate a suspect, fugitive, material witness, or missing person. We may disclose health information for law enforcement purposes as required by law or in response to a valid subpoena. We may also disclose information about criminal conduct at our facilities, and in emergency circumstances to report a crime.
- **Coroners and Medical Examiners:** We may release medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death.
- **Military and Veterans:** If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.
- **National Security and Intelligence Activities:** We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.
- **Protective Services for the President and Others:** We may disclose medical information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or conduct special investigations.
- **As Required By Law:** We will disclose medical information about you when required to do so by federal, state or local law, and may disclose information as otherwise permitted by applicable law. Federal law makes provision for your health information to be released to an appropriate health oversight agency, public health authority or attorney, provided that a work force member or business associate believes in good faith that we have engaged in unlawful conduct or have otherwise violated professional or clinical standards and are potentially endangering one or more patients, workers or the public.

ALCOHOL AND DRUG TREATMENT PATIENT RECORDS

In addition to the protections described above, the confidentiality of alcohol and drug treatment patient records maintained by certain treatment programs are protected by other Federal laws and regulations. Generally, programs may not tell a person outside of the program that a patient attends a program for alcohol or drug abuse treatment, or disclose information identifying a patient as an alcohol or drug abuser unless (i) the patient consents in writing, (ii) the disclosure is allowed by a court order, or (iii) the disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, or audit or evaluation of the program. Programs may also disclose information about a crime committed by a patient either at the program, or against any person who works for the program. These federal laws and regulations likewise permit the program to disclose information about suspected child abuse or neglect, consistent with state law.

For a minor who is legally entitled to consent to treatment without parental consent, consent of the minor will be obtained before information is shared with a parent or guardian. In cases in which the consent of a parent or guardian is required for treatment and the minor is capable of making a rational choice, before sharing information with a parent or guardian, the program will seek the consent of the minor. For patients who have been legally found to be incapacitated, information may be shared with the guardian or other person entitled to act on behalf of the patient.

Under the special laws and regulations applicable to alcohol and drug treatment program records, among other differences, patients in the alcohol and drug treatment program typically will not be listed in the patient directory. Also, information about alcohol or drug treatment and information identifying an individual as an alcohol or drug treatment patient will typically not be disclosed to family members and relatives of the patient unless a special exception applies. Violation of the special confidentiality requirements for alcohol and drug abuse treatment programs is a crime, and suspected violations may be reported to appropriate authorities in accordance with Federal regulations.