

## **Patient Rights & Notification of Physicians Ownership**

The patient has the right to:

- Be informed of his/her rights in advance of, receiving care. The patient may appoint a representative to receive this information should he/she so desire.
- Exercise these rights without regard to sex, culture, economic, education, religious background, physical handicap, or the source of payment for care.
- Considerate, respectful, and dignified care, provided in a safe environment, with protection of privacy, free from all forms of abuse, neglect, harassment and/or exploitation and/or discrimination. The facility may not take punitive action against a person who exercises his/her rights.
- Access protective and advocacy services or have these services accessed on the patient's behalf.
- Appropriate assessment and management of pain.
- Know the name of the physician who has primary responsibility for coordinating his/her care and the names of professional relationships of other physicians and healthcare providers who will see them. The patient has a right to request a change in providers if other qualified providers are available.
- Receive complete information from his/her physician about his/her illness, course of treatment, alternative treatments, outcomes of care (including unanticipated outcomes) and prospects for recovery in terms that he/she can understand.
- Receive as much information about any proposed treatment or procedure as he/she may need in order to give informed consent to refuse the course of treatment. Except in emergencies, this information shall include a description of the procedure or treatment, the medically significant risks involved in the treatment, alternate courses of treatment or non-treatment and the risks involved in each and the name of the person who will carry out the procedure or treatment.
- Participate in the development and implementation of his/her plan of care and actively participate in decisions regarding his/her medical care. To the extent permitted by law, this includes the right to request and /or refuse treatment.
- Receive a copy of a clear and understandable itemized bill and receive an explanation of his/her bill regardless of source of payment.
- Receive upon request, full information and necessary counseling on the availability of known financial resources for his/her care, including information regarding facility discounts and charity policies.
- Know which facility rules and policies apply to his/her conduct while a patient.
- Have all patient rights apply to the person who have legal responsibility to make decisions regarding medical care on behalf of the patient.
- Receive treatment for any emergency medical condition that will deteriorate from failure to provide treatment.
- The patient has the right to be advised as to the reason for the presence of any individual involved in his/her healthcare.
- Confidential treatment of all communications and records pertaining to his/her care and his/her stay at the facility. In the case of pediatric patients, a parent or guardian is to remain in the facility for the duration of the patient's stay at the facility. The patient's written permission will be obtained. Medical records can not be made available to anyone without prior written authorization from the patient.
- The patient will receive information in a manner that her/she understands. Communication with the patient will be effective and provided in a manner that facilitates understanding by the patient. Written information provided will be appropriate to the language of the patient. As appropriate, communications specific to the vision, speech, hearing cognitive and language-impaired patient will be appropriate to the impairment.
- Access information contained in his/her medical record within a reasonable time frame.
- Be advised if facility personnel/physician proposes to engage in or perform human experimentation affecting the care or treatment. The patient has the right

to refuse to participate in such research projects. Refusal to participate or discontinuation of participation will not compromise the patient's right to access care, treatment or services. ■ Full support and respect of all patient rights should the patient choose to participate in research, investigation and/or clinical trials. This includes the patient's rights to a full informed consent process as it relates to the research, investigation and/or clinical trials. All information provided to its subjects will be contained in the medical record or research file, along with the consent form(s). Be informed by his/her physician or a delegate, thereof, of the continuing healthcare requirements following their discharge from the facility. ■ Be informed if Medicare eligible, upon request and in advance of treatment, whether the healthcare provider or healthcare facility accepts the Medicare assignment rate. ■ Full consideration of privacy concerning his/her medical care. Case discussion, consultation, examination and treatment are confidential and should be conducted discreetly. Receive upon request, prior to treatment, a reasonable estimate of charges for medical care. ■ If the patient is adjudged incompetent by a court of proper jurisdiction, the rights of the patient are exercised by the person appointed under state law to act on the patient's behalf. ■ If a state court has not adjudged a patient incompetent, any legal representative designated by the patient in accordance with state law may exercise the patient's rights to the extent allowed by state law. ■ The patient has the right to receive care in a safe setting that follows current standards of practice for patient environmental safety, infection control, and security.

### **Patient Responsibilities**

■ The patient has the responsibility to provide accurate and complete information concerning his/her present complaints, past illnesses, hospitalizations, medications (including over the counter products and dietary supplements), allergies and sensitivities and other matters relating to his/her health. The patient and family are responsible for asking questions when they do not understand what they have been told about the patient's care or what they are expected to do. ■ The patient is responsible for following facility policy and procedures. ■ The patient is responsible for his/her actions should he/she refuse treatment or not follow their physician's orders. ■ The patient is responsible for assuring that the financial obligations of his/her care are fulfilled as promptly as possible.

■ The patient has the responsibility for keeping appointments and for notifying the facility or physician when he/she is unable to do so. ■ The patient is responsible for following the treatment plan established by his/her physician, including the instructions of nurses and other health professionals as they carry out the physician's orders. ■ The patient is responsible to inform the facility about the patient's advance directives. ■ The patient is responsible for being considerate to the rights of other patients and facility personnel. ■ The patient is responsible for being respectful of his/her personal property and that of the persons in the facility. ■ The patient is responsible for reporting to the health care provider any unexpected changes in his/her condition. The patient is responsible for providing a responsible adult to transport his/her home from the facility and remain with him/her for 24 hours unless exempted from that requirement by the attending physician.

## CONDITIONS OF SERVICE / PATIENT GUARANTEE

### Authorization and Consent for Treatment

I voluntarily authorize and consent to examinations, tests, procedures and medical treatment by employees and agents of Doctors' Same Day Surgery Center, physicians and their designees, as deemed advisable in their professional judgement. I understand that risks may be associated with diagnosis and treatment, and acknowledge that no guarantees have been made to me regarding results of examinations or treatments. I hereby authorize the Facility to dispose of, at its convenience, any specimens, tissue or parts taken from my body in accordance with customary medical practice.

■**Personal Safety** I am made aware that some patients are at heightened risk of suffering falls because of their physical or mental condition or medication. I am instructed and encouraged, and agree to call for assistance when needed and to keep the protective bed rails up as necessary to avoid falling.

■**Relationship Between the Facility and Physicians** All physicians furnishing services to the patient, including radiologists, pathologists and anesthesiologists, are independent contractors with the patient and are not employees or agents of the Facility. The patient is under the care and supervision of his / her attending physician and it is the responsibility of the Facility and its nursing staff to carry out the instructions of such physician. Charges for services by physicians are generally not included in the Facility bill, but are billed separately by or on behalf of the physician.

■**Financial Obligations** The undersigned patient and the undersigned guarantor(s) hereby individually obligates himself or herself to pay the charges of the Facility in accordance with its regular rates within thirty (30) days of billing. Fees generated by providers are not governed by the provisions of the patient's insurance policy. If you are actively enrolled as a member of a group that is contracted with your provider of services, then the terms and conditions of the agreement between your provider and your group will supercede this billing policy. We will automatically mail a bill detailing by category the services you received. An itemized bill is available by request. However, if the patient is eligible to receive insurance or health plan benefits, the patient shall not be obligated to pay for services to the extent paid for pursuant to the insurance plan, but shall be responsible for any unpaid balance due. If any excess funds remain after payment in full of the charges for services rendered during this hospital visit, the undersigned hereby authorizes the facility to apply such excess funds toward any other outstanding account(s) which the patient may have for any prior services rendered and for which the undersigned is responsible. Should the patient's account become delinquent and be referred to an attorney or collection agency for collection, the undersigned shall pay actual attorney's fees and collection expenses. All delinquent accounts shall bear interest at the rate of one percent (1%) per month from the date payment is due.

**■Assignment of Insurance or Health Plan Benefits to Facility and Facility Based Physicians**

I assign and authorize direct payment of any insurance or health plan benefits otherwise payable to or on behalf of the patient for these outpatient services (1) to the Facility for charges at a rate not to exceed the Facility's regular charges, and (2) to the physicians who are Facility based or for whom the Facility bills for their professional services at a rate not to exceed such physician's regular charges. This assignment includes any attorney's fees, costs and penalties payable by the insurance company for late payment of the benefits assigned. In accordance with Louisiana law (La. R.S. 22:657) payment pursuant to this authorization by an insurance company or health plan shall discharge said insurance company or health plan of any and all obligations under the policy to the extent of such payment. If any excess funds remain after payment in full of the charges for services rendered during this visit, the undersigned hereby authorize the application of such excess funds toward any other outstanding account(s) which the patient may have for any prior services rendered or for which the undersigned is responsible. It is understood by the undersigned that he / she is financially responsible for charges not covered by this assignment.

**■Authorization to Release Information** I authorize physicians providing services on behalf of the patient to release all billing and medical information (including information concerning substance abuse and HIV Status, if applicable) to physicians or institutions providing follow-up care, the Social Security Administration, Medicare, Medicaid, and the insurance company, health maintenance organization, workmen's compensation insurance, person acting on behalf of a preferred provider arrangement or the named third party: \_\_\_\_\_, when such information is requested for payment, worker's compensation, utilization review, or coverage determination purposes. I understand that this authorization will remain in effect unless revoked by me in writing.

**■Personal Valuables** I have been instructed that the facility is not responsible for personal items brought into the facility and I have been advised to leave my valuables at home or give them to the party accompanying me. I understand that the facility shall not be liable for the loss or damage to any money, jewelry, documents, or other property.

**■Medicare Patients Only Statements to Permit Payment of Medicare Benefits to Provider, Physician and Patient** I request that payment of all Medicare benefits be made on my behalf to the facility for any services furnished to me by the facility and for any physician services billed by the facility, and to the radiologist and the pathologist for their services. I authorize any holder of medical or other information about me to release to Doctors' Same Day Surgery Center and its agents any information needed to determine these benefits for related services.

**■Disclosures of Financial Interests** Pursuant to Louisiana law, please note that certain Physicians may have a financial interest in Surgical Specialty Associates, L.L.C., DBA Doctors'

Same Day Surgery Center. If you are referred to this facility and have any questions, please discuss this with your physician directly.

■**Certification** I certify that I have read this entire form, have had the opportunity to ask questions about it and have them answered, and understand its content I certify that the information given to the facility is true, correct and complete to the best of my knowledge and belief.

### **Advance Directive Notification**

In the state of Louisiana, all patients have the right to participate in their own health care decisions and to make Advanced Directives or to execute Power of Attorney that authorize others to make decisions on their behalf based on the patient's expressed wishes when the patient is unable to make decisions or unable to communicate decisions. Doctors' Same Day Surgery Center respects and upholds those rights.

However, unlike in an acute care hospital setting, the surgery center does not routinely perform "high risk" procedures. Most procedures performed in this facility are considered to be minimal risk. Of course, no surgery is without risk. You will discuss the specifics of your procedure with your physician who can answer your questions as to its risks, your expected recovery, and care after surgery.

Therefore, it is our policy, regardless of the contents of any Advance Directive or instructions from a health care surrogate or attorney-in-fact, that if an adverse event occurs during your treatment at this facility, we will initiate resuscitative or other stabilizing measures and transfer you to an acute care hospital for further evaluation. At the acute care hospital, further treatments or withdrawal of treatment measures already begun will be ordered in accordance to you wishes, Advance Directive, or Healthcare Power of Attorney. Your agreement with this facility's policy will not revoke or invalidate any current health care directive or healthcare power of attorney.

If you wish to complete an advance directive, copies of the official state forms are available at our facility or you may obtain a copy via the state's website: ([www.uslivingwillregistry.com](http://www.uslivingwillregistry.com)) If you do not agree with this facility's policy, we will be pleased to assist you in rescheduling your procedure.

If a patient is adjudged incompetent under the states laws, the rights of the patient are exercised by the person appointed and or the legal representative designated on the patient's behalf. The center will accept a Court Appointed Guardian, Dual Power of Attorney, or a Health Care Surrogate.

Patient complaint or grievances may be filed through the State of Louisiana at 1-866-280-7737 or write to the address below:

The State Department of Health and Hospitals/  
Standards Section  
P.O. Box 3767, Baton Rouge, LA 70821  
located at 500 Laurel St., Suite 100, Baton Rouge, LA 70801-1811

Medicare beneficiaries may also file a complaint or grievance with the Medicare Beneficiary Ombudsman. Visit the Ombudsman website at: ([www.cms.hhs.gov/center/ombudsman.asp](http://www.cms.hhs.gov/center/ombudsman.asp))

For additional information regarding patient rights, responsibilities, advance directives or health/safety you may visit: ([www.safecarecampaign.org](http://www.safecarecampaign.org))