

**Berkeley Endoscopy Center, L.L.C.
Patient Instruction Packet**

Please read the information in this packet at least 3 **DAYS prior to the time of your scheduled appointment.**

- 1. Please keep this packet for your records.**
- 2. All the forms in this packet will be signed electronically when you arrive and check In on the day of the procedure.**
- 3. You will be contacted by our office prior to your procedure.
Please be available to receive our call between the hours of 8 a.m. and 5 p.m.**

Berkeley Endoscopy Center, LLC
1072 Wildewood Centre Drive
Columbia, SC 29229-8420
Telephone: (803) 788-1120

BERKELEY ENDOSCOPY CENTER

1072 Wildewood Centre Dr.

Columbia, SC 29229-8420

Ph: (803) 788-1120 * Fax: (803) 788-4522

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WELCOME NOTICE

Welcome to Berkeley Endoscopy! The primary goal of the Center is to provide the highest quality medical care to the patients we serve. We are dedicated to ensuring that the physicians and patients have a state-of-the-art endoscopy center with the latest technology and equipment available, and staff committed to providing the best possible support to the physicians and patients.

Berkeley Endoscopy Center is accredited by the South Carolina State Department of Health and the AAAHC as a freestanding ambulatory surgical care facility for endoscopic procedures.

We are conveniently located off Interstate '20 and Clemson Road.

Berkeley Endoscopy uses the most up-to-date GI endoscopy equipment including new High Definition (HD) colonoscopies and endoscopes. Our center is fully staffed with experienced, board certified physicians, registered nurses, endoscopy technicians/medical assistants and support staff.

Your physician's decision to choose our center for colonoscopy or endoscopic procedure reflects his or her confidence and concern for ensuring the highest quality surgical services for your well-being. We are committed to that goal.

Please follow your physician's instructions for your procedure. Remember to bring someone to accompany you to your procedure and to escort you home. For your convenience, we have enclosed directions to our Center by car and public transportation.

Kindly complete the enclosed forms and bring them with you on the day of your appointment.

Once again, thank you for choosing Berkeley Endoscopy for your medical procedure!

PREGNANCY TEST POLICY

It is the policy of Berkeley Endoscopy Center that all the female patients who are in child bearing age and generally below fifty (50 years) will have a pregnancy screening urine test prior to the procedure. This testing is done to minimize the risk of potential adverse effects on a developing fetus.

You will not be required to have the pregnancy testing in the event you have had a procedure that prevents you from being pregnant such as sterilization procedure or hysterectomy etc. In that case please list the procedure you have had. Being on a birth control pill does not exclude you from having a pregnancy test done.

DECLINATION OF URINE PREGNANCY TEST

I am declining the Pre-procedure Urine pregnancy Test because I have had the following procedure:

OR

I declare that I am not pregnant. I acknowledge that I understand the risks the fetus may be exposed to as a result of anesthesia if I were to be pregnant. With full knowledge of these risks, I am declining the urine pregnancy test offered to me by Berkeley Endoscopy Center. If I subsequently discover that I was pregnant and the baby suffered any anesthesia related complications, I hold Berkeley Endoscopy Center and all service providers at Berkeley Endoscopy Center harmless because I am declining the Urine Pregnancy Test.

Patient Signature _____

Date: _____

UNIFORM ASSIGNMENT, RELEASE OF INFORMATION AND FINANCIAL AGREEMENT

I hereby authorize, assign and direct Berkeley Endoscopy Center, having treated me to release to governmental agencies, insurance carriers, or others who are financial liable for my medical care, all information needed to adjudicate claims and make payments for such Medicare care and to permit representatives thereof to examine and make copies of all records related to such care and treatment. I also authorize Berkeley Endoscopy Center, LLC to release medical information in the event to any emergency transfer to an Acute Care Facility. To include but not limited to Anesthesia Services and if any pathological services are rendered.

If I am transferred to or admitted to other institutions in relation to my procedure, I authorize the Berkeley Endoscopy Center, LLC to release all my medical records pertaining to that transfer or admission.

I hereby assign, authorize and transfer over to the Berkeley Endoscopy Center such monies and/or benefits to which I may be entitled from government agencies, insurance carriers, or others who are financial liable for my medical care to cover the costs of the care and treatment rendered to myself or my dependent.

I certify that the information given by me in applying for payment under Title XVIII of Social Security Act is correct. I authorize any holder of medical or other information about me to release to the Social Security Administration and Health Care Financing Administration or its intermediaries or carriers any information needed for this or a related Medicare claim. I authorize the physician or organization furnishing the services to me to submit a claim to Medicare or intermediaries for the services provided to me. I request that payment of authorized benefits be made on my behalf and I assign the benefits payable for physician services to the physician or organization furnishing the services to me.

FOR FINANCIAL AGREEMENT FOR PAYMENTS AND COLLECTIONS POLICY

All facility charges such as co-pay, co-insurance and deductible are due and owing on the day services are rendered. In consideration of the services to be rendered, to the extent not expressly prohibited by law or by the contract between the facility and my third party payer. I HEREBY AGREE, WHETHER I AM SIGNING AS PATIENT OR GUARANTOR, TO PAY ALL SUMS DUE THE FACILITY AT THE USUAL AND CUSTOMARY CHARGE OF THE FACILITY. I hereby waive all claims of exemption. Should the account be referred to an attorney or collection agency for collection, you agree to reimburse us the fees of any collection agency, which may be based on a percentage at the maximum of 33% of the debt, and all costs, and expenses, including reasonable attorneys' fees, we incur in such collection efforts whether suit is filed or not. Delinquent accounts and amounts (those not paid within 60 days from the date of service) may bear interest on the unpaid amount up to the maximum

amount allowed by law. I understand that I am financially responsible for charges not paid within said 60 days and for charges not covered by this assignment. I understand that the facility files for reimbursement from my insurer or other payer as a courtesy, and failure on the part of the insurer to make payment shall not relieve me of my obligation to pay the facility.

I certify that I am the patient or that I am financially responsible for the services rendered and do hereby unconditionally guarantee the payment of all amounts when and as due.

Facility employees are NOT able to define your insurance coverage. If you have coverage questions, you are advised to call your insurance carrier.

CAUTION: DO NOT SIGN THIS AGREEMENT UNLESS YOU UNDERSTAND ITS CONTENTS.

ACKNOWLEDGEMENT OF THE CONTENTS OF THIS FORM WILL OCCUR AT THE TIME OF THE APPOINTMENT. PLEASE FAMILIARIZE YOURSELF WITH THE CONTENTS OF THE BERKELEY ENDOSCOPY CENTER FINANCIAL AGREEMENT AND KEEP THIS COPY

Signature of Patient or Authorized Representative Date

**PLEASE SIGN AND RETURN THIS FORM UPON CHECK IN FOR YOUR PROCEDURE
WE CANNOT SEE PATIENTS WITHOUT THIS FORM BEING SIGNED FIRST**

Patient Acknowledgement

General Anesthesia Care

I understand and acknowledge that:

I will be receiving sedation for gastrointestinal endoscopy by board certified nurse anesthetist at Berkeley Endoscopy Center, LLC.

It is possible that General Sedation will not be covered under the terms of my insurance benefits plan.

If the service is not covered, I understand I may be responsible for a fee starting from \$ 125.00 and no more than \$250.00.

I understand I am responsible for paying any deductible or co-insurance as determined by my insurance company.

Signature and Date: _____

ESCORT POLICY

Please note that your procedure cannot be performed unless your escort home is verified.

As a matter of patient safety, the Berkeley Endoscopy enforces the South State Ambulatory Surgical Center requirement that all patients having a procedure in our center have an escort; that is companion, family member or friend to accompany you home following your procedure.

PROCEDURE INFORMATION SHEET

An upper endoscopy or **EGD (EsophagoGastroDuodenoscopy)** involves the insertion of a lighted flexible tube, called an upper endoscope, into the mouth. The tube is guided by direct vision into the esophagus, stomach, and duodenum so that the lining of the upper gastrointestinal tract is visualized. Any area of the lining that appears abnormal may be biopsied; that is, a piece of tissue may be removed for analysis. Areas that are bleeding may be cauterized to stop active bleeding or to prevent future bleeding. An EGD is a generally safe procedure but carries several risks that include, but are not limited to, perforation and bleeding. Serious complications of EGD, such as perforation or bleeding, are rare, but may require hospitalization, blood transfusions, or surgery.

A **colonoscopy** involves the insertion of a lighted flexible tube, called a colonoscope, into the rectum. The tube is inserted so that the lining of the entire colon is visualized. Any area of the lining that appears abnormal may be biopsied; that is, a piece of tissue may be removed for analysis. In addition, growths of the colon, called polyps, may be removed (polypectomy) by the use of an electrified wire, called a snare. A colonoscopy is generally a safe procedure but carries several risks that include, but are not limited to, the following: bleeding from biopsy or polypectomy; perforation or puncture of the colon which would likely require a surgical operation to repair; and, contact colitis; that is, irritation of the lining of the colon from contact with the colonoscope. Serious complications of colonoscopy, such as perforation or bleeding, are rare, but may require hospitalization, blood transfusions, or surgery.

Risks of the sedative medications include, but are not limited to, allergic reactions and respiratory depression. In addition to the risks described above about this procedure there are risks that may occur with any surgical or medical procedure. There can be no guarantees regarding the results of this procedure. Although endoscopic procedures are sensitive for the presence of gastrointestinal abnormalities, there is a risk that significant abnormalities of the gastrointestinal tract may not be detected by this procedure; this is especially true if the preparation of the gastrointestinal tract is not ideal.

Further information about these procedures can be obtained at the following organization websites:

The American College of Gastroenterology:

www.acg.gi.org/patients/

The American Society for Gastrointestinal Endoscopy:

www.askasge.org/

Frequently Asked Questions (FAQ's)

The following list of questions and answers may assist you in preparing for your procedure:

- 1. Q) I am having an upper endoscopy. Do I have to do anything to prepare for this procedure?**
A) There is no specific preparation. Do not eat solid foods 8 hrs prior and no liquids 4 hrs prior to the test.
- 2. Q) My procedure is scheduled for the afternoon. Can I eat or drink anything the morning of the procedure?**
A) You should not eat anything after midnight. You may have up to 1 cup of clear liquid four hours prior to your scheduled arrival time at our endoscopy center.
- 3. Q) Will my procedure be painful?**
A) No. The Center is fully staffed with Board-certified Certified Registered Nurse Anesthetists to ensure that your procedure is comfortable.
- 4. Q) How long will I be at the endoscopy center?**
A) You will be at our center approximately 2 ½ to 3 hours in total.
- 5. Q) Do I have to bring an escort with me?**
A) Yes, we require that you have an escort to take you home; the escort must be present upon arrival before you be able to have the procedure.
- 6. Q) My doctor has all my insurance card and picture identification. Do I need to bring it with me?**
A) Yes.
- 7. Q) Will I receive a bill?**
A) Yes. We will bill your insurance company or HMO directly first. You will be billed for your co-payment, deductible and co-insurance. * Please note that some insurance companies may send payment directly to you for the facility. We expect that you will forward this payment directly to our office. You can possible receive 4 bills: physician professional fee, professional component- pathology, technical component-pathology and anesthesia services fee.
- 8. Q) Do I take my heart medications on the day of my procedure?**
A) In general, you can continue to take prescribed medications before and after gastrointestinal endoscopy without modification. Essential medications may be taken on the day of your procedure with a small amount of clear liquid.
- 9. Q) I am a diabetic. Should I take my medication on the day of my procedure?**
A) In general, oral diabetic medication should **not** be taken on the day of your procedure. If you are insulin dependent, you can take ½ dose on the morning of the procedure. **There are, however, important medical circumstances in which these medications must not be stopped. If you have any questions about stopping these medications, consult your primary physician.** A finger stick blood sugar will be obtained by our staff to ensure proper management of your blood sugar during your procedure. When the procedure is over and you have resumed a normal diet, your usual diabetic regimen should be resumed.
- 10. Q) I have been told to take prophylactic antibiotics prior to dental work. Do I need to take antibiotics before my endoscopic procedure?**
A) With rare exceptions, the procedures performed at our center do **not** require the administration of prophylactic antibiotics. If, however, you are advised by your physician to take antibiotics prior to gastrointestinal endoscopy, you may take them orally, 1 hour prior to the procedure, with a small amount of clear fluid. If you require antibiotics and have not taken them prior to the procedure, please inform our staff and the antibiotics can/will be given intravenously.
- 11. Q) I take aspirin and blood thinners. Do I need to stop these medications before my procedure?**
A) In general, aspirin, and Ibuprofen, Aleve, Motrin anticoagulants and other blood thinners should be stopped at least 3 days prior to your procedure. This is to reduce the chance of bleeding if biopsies are obtained or polyps are removed. **There are, however, important medical circumstances in which these medications must not be stopped. If you have any questions about stopping these medications, consult your primary physician.**
- 12. Q) What if I am pregnant or may be pregnant – should I undergo gastrointestinal endoscopy?**
A) If you are pregnant, you should consult with your physician about whether you should undergo gastrointestinal endoscopy. If you are a woman of child-bearing age the Endoscopy Center requires you to have a Pregnancy Test done prior to your procedure to rule out a pregnancy, unless you have undergone a sterilization procedure or other surgical procedure such as hysterectomy that will prevent you from being pregnant.
- 13. Q) I am breast feeding my baby. Is the procedure safe for my baby?**
A) In general, women who are breast feeding may safely undergo gastrointestinal endoscopy – the administered anesthetic is not excreted in significant quantities in breast milk. Some mothers elect to store milk via a breast pump and feed the child with the pumped milk on the day of the procedure. Normal breast feeding may resume the following day.
- 14. Q) I take arthritis medication. Do I need to stop this medication?**
A) Yes. This includes Tramadol.
- 15. Q) I take anti-depressant medication. Do I need to stop this medication?**
A) No.
- 16. Q) I take anti-anxiety medication. Do I need to stop this medication?**
A) No.
- 17. Q) I take blood pressure medication. Do I need to stop this medication?**
A) No. Please bring with you to your procedure.
- 18. Q) I take seizure medication. Do I need to stop this medication?**
A) No. Please bring with you.

OWNERSHIP DISCLOSURE

Due to concerns that there may be a conflict of interest when a physician refers a patient to a health care facility in which the physician has a financial interest,

This disclosure is intended to help you make a fully informed decision about your health care.

The Following Physicians Are the Owners of this Endoscopy Center:

Siva K. Chockalingam, M.D.

I, confirm that I have read and fully understand the above statements that have been presented/told to me in this document.

Signature and Date

FINANCIAL POLICY

Your physician has chosen to perform your endoscopic procedure(s) at the Berkeley Endoscopy. Berkeley Endoscopy Center is a freestanding ambulatory surgical center [ASC] subject to South Carolina State and Federal regulations. It is not associated with your doctor's office and has separate financial and billing policies and procedures. We are committed to providing you with the best possible medical care at the lowest possible cost.

Berkeley Endoscopy Center will charge you for its facility services

The following is a statement of our Financial Policy that we require you read and sign prior to your treatment at Berkeley Endoscopy Center.

While your physician may participate in your insurance plan, Berkeley Endoscopy Center may or may not participate with your insurance plan. Prior to the date of your procedure, please verify the details of your insurance coverage with your insurance carrier. To further understand Berkeley Endoscopy Center's policy, please review the following:

If Berkeley Endoscopy participates with your insurance plan, the fees for your services will be billed to your insurance plan. However, you are responsible for the payment of your in-network deductible, copayments and/or co-insurance at the time of your procedure. These fees are mandated by your insurance carrier and cannot be waived. Please be prepared to pay these fees at the time of your procedure. We accept cash, checks, Visa, MasterCard, Discover, AMEX, or DEBIT cards with a Visa or MasterCard logo.

If Berkeley Endoscopy participates with the Medicare program, if you have Medicare coverage, you will be responsible for payment of the unmet deductible and the remaining 20 percent of the approved charge. Please be prepared to pay these fees at the time of your procedure. We accept cash, checks, Visa, MasterCard, Discover, AMEX, or DEBIT cards with a Visa or MasterCard logo.

If Berkeley Endoscopy does not participate with your insurance plan, Berkeley Endoscopy will bill your insurance plan. If you have "out-of-network" coverage, your insurance plan may cover a part of this charge. You are responsible for the payment of your deductible as well as any unpaid balance and Berkeley Endoscopy will bill you accordingly. If you have no "out-of-network" coverage, you will receive a bill from Berkeley Endoscopy for the facility fee. Some insurance plans will send Berkeley Endoscopy Center's facility fee payments directly to you. If you receive the payment for the services you received at Berkeley Endoscopy, you are responsible for forwarding the check directly to Berkeley Endoscopy. It is your responsibility to ensure the Center is paid the amount that has been sent to you. Be advised that not remitting the payment to Berkeley Endoscopy constitutes a breach of contract and Berkeley Endoscopy will pursue all legal remedies available to it to obtain such payment.

You are required to make payment arrangements prior to your procedure with the Financial Coordinator. If a payment arrangement is approved the following terms will apply. **THE EXTENDED PAYMENT PLAN IS SUBJECT TO THE FOLLOWING TERMS: A MINIMUM BALANCE SHOULD NOT EXCEED MORE THAN 6 MONTHS.**

All accounts with Financial Agreements that become delinquent 30 days from the last payment made (we do allow a grace period of ten days) will be placed in the collection's department for the appropriate action to be taken. As a courtesy, a billing statement and an Executed Financial Agreement will be sent to the Guarantor's address on file for your records.

All patient accounts with pending insurance or financial agreement and/or arrangement will have future credit limited until the previous balance is paid in full or a new written financial arrangement is made. The Business Manager and/or Financial Coordinator will be available to assist you in this matter.

In order to keep our fees to a minimum, we require that you pay at the time of service so that we do not have to send bills. All patients who have accounts with outstanding balances will have statements mailed on a monthly basis to their permanent address. You must remember that you are responsible for the bill unless you have made special arrangements approved in advance by the Business Manager and/or Financial

Coordinator. A statement of your account will be provided containing information needed for tax or additional insurance purposes at any time upon request.

If applicable, we may order complicated laboratory or specialized testing as a part of our comprehensive and follow-up evaluations. Payments for these tests are also due and payable at the time of service. Arrangements can be made in advance for payment of the cost of testing under our Extended Payment Plan.

As a result of the procedure, patients may have the following charges due to the nature of his or her procedure: a pathology fee (technical and professional component), a professional fee, and an anesthesia fee. Patients are expected to pay any fees pertaining to the procedure they are having.

Adult patients are responsible for full payment at their time of service.

The adult accompanying a minor and the parents (or guardians of the minor) are responsible for payment in full at their time of service. For unaccompanied minors, non-emergency treatment will be denied unless charges have been pre-authorized to an approved credit plan, Visa/MasterCard or payment by cash or check at time of service has been verified.

Patients may be required to establish a written financial arrangement for payment when services are rendered. If payment is made to our office, you will be notified when the insurance carrier remits payment. Our staff will apply this payment to your account and refund any credit balance within 30 days of receipt.

There is a \$35.00 charge for returned checks. In some cases, returned checks may be referred to the District Attorney for collection.

Signature of Patient or Responsible Party and Date

POLICY ON ADVANCE DIRECTIVES

Berkeley Endoscopy is an ambulatory surgical Center. Since the patient stay is expected to be brief (no overnight stay), **the Center does not accept “advance directives” such as “living will”, “Health Care Power of Attorney” or “do not resuscitate (DNR)” orders.** If the patient chooses to maintain the “Advance Directive” status, the patient may seek treatment at facility such as a hospital that would accept the advance directives.

Living Will: A Living Will is a document that contains your health care wishes and is addressed to unnamed family, friends, hospitals and other health care facilities. You may use a Living Will to specify your wishes about life-prolonging procedures and other end-of-life care so that your specific instructions can be read by your caregivers when you are unable to communicate your wishes.

A Health Care Power of Attorney: is a person who is named by you to make health care decisions on your behalf if you are no longer able to do so. You may give this person (your agent) authority to make decisions for you in all medical situations. Thus, even in medical situations not anticipated by you, your agent can make decisions and ensure you are treated according to your wishes, values and beliefs. The South Carolina Law allows you to appoint someone you trust - for example, a family member or close friend - to make health care decisions for you if you lose the ability to make decisions yourself. By appointing a health care agent, you can make sure that health care providers follow your wishes.

Please contact for more information on the South Carolina Law in regards to “Advance Directives”.

[The Lieutenant Governor’s Office on Aging](#)

1-800-868-9095 or 803-734-9900

Or 1-888-5wishes (594-7437)

Do you have an advance directive on file with the State of South Carolina?

Please circle one: Yes or No

PATIENT’S ACKNOWLEDGEMENT

I, acknowledge having been explained the policy on advance directives and agree to suspend these directives until I leave this facility. I have also been provided with a description of applicable state laws pertaining to Advance directives.

(Patient, Representative, Relative) Signature and Date
[Circle Appropriate One]

(Witness) Signature/Title

BERKELEY ENDOSCOPY CENTER, L.L.C.

PATIENT RIGHTS

1. To become informed of his/her rights as a patient in advance of, or when discontinuing, the provision of care. Patient may use appointed representative.
2. Exercise these rights without regard to race, sex, cultural, education or religious background or the source of payment for care.
3. To have considerate and respectful care, that protects their dignity and respects their physical, psychological, cultural, spiritual, and social health, provided in a safe environment. Respect for their property, Freedom from Mental and physical abuse and exploitation.
4. Remain free from seclusion or restraints of any form that are not medically necessary.
5. Coordinate his/her care with physicians and healthcare providers they will see.
6. Receive information from the physician about illness, course of treatment and the prospects for recovery in terms that he/she can understand.
7. Receive information about any proposed treatment or procedure as needed to give informed consent or to refuse treatment. Except in emergencies, this information shall include a description of the procedure or treatment, the medically significant risks involved in the treatment, alternate course of treatment of non-treatment and the risks involved.
8. Have a family member or representative of his/her choice be involved in his care.
9. Full consideration of patient privacy concerning consultation, examination, treatment and surgery.
10. Confidential treatment of all communications and records pertaining to patient care. Written permission will be obtained before medical records can be released to anyone not directly concerned with patient care.
11. Access information to his/her medical record within reasonable time frame (48 hours).
12. May leave the facility even against medical advice.
13. Have access to facility grievance process; to communicate any of his/her care problems. Grievances received can expect to have a response within 45 days.
14. Be informed by physician or designee to the continuing healthcare requirements after discharge.
15. Examine and receive an explanation of the bill regardless of source of payment.
16. Have all patient's rights apply to the person who has legal responsibility to make decisions regarding medical care on behalf of the patient. All facility personnel performing patient care shall observe these above rights.
17. Become informed the right to know, the physician financial interests or ownership in the Ambulatory Surgery Center. Disclosure of information will be in writing and furnished to the patient in advance of the date of the procedure.
18. Provide the patient or, as appropriate, the patient's representative in advance of the date of procedure with information concerning its policies on advance directives, including a description of applicable State health and safety laws and if requested, official State advance directive forms.
19. Become informed the right to refuse to participate in experimental research.
20. Become informed the right to change provider if other qualified providers are available.

PATIENT RESPONSIBILITIES

1. The patient has the responsibility to provide accurate and complete information to include medications taken i.e. OTC, dietary supplements, any allergies, sensitivities and any concerning present complaints, past illnesses, hospitalizations or any other health related issues.
2. The patient is responsible for making it known whether the planned surgical procedure/treatment risks, benefits and alternative treatments have been explained and understood.
3. The patient is responsible for following the treatment plan established by the physician, including instructions by nurses and other health care professionals, given by the physician.
4. The patient is responsible for keeping appointments or notifying the facility/physician in advance if unable to do so.
5. The patient accepts full responsibility for refusal of treatment and /or not following directions.
6. The patient is responsible for assuring that the financial obligations of his/her care are fulfilled as promptly as possible.
7. The patient is responsible for being respectful of the rights of others in the facility
8. The patient is responsible for the following facility policies and procedures.
9. Inform his/her provider about any living will, medical power of attorney, or other directive that could affect his/her care.
10. Provide a responsible adult to transport him/her home from the facility.

Complaints Against The Surgery Center:

Bureau of Health Facilities Licensing
2600 Bull Street
Columbia, SC 29201-1708
(803) 545-4370

Complaints Against the Doctor:

Board of Medical Examiners
Synergy Business Park
Kingstree Building
110 Centerview Dr.
Suite 202
Columbia, SC 29210
(803) 896-4500

Complaints Against Nursing Staff:

Board of Nursing
Synergy Business Park
Kingstree Building
110 Centerview Dr.
Suite 202
Columbia, SC 29210
(803) 896-4550

For Medicare Inquiries:

The website for the office of Medicare Beneficiary Ombudsman is
www.medicare.gov/ombudsman/activities.asp

Signature and Date: _____

Notice of Privacy Practices

- A. Notice:** This notice describes the privacy practices of BEC, LLC. We are required by law to maintain the privacy of your personal health information. We must provide you with notice of our legal duties and privacy practices with respect to personal health information. We must abide by the terms of the notice of privacy practices that is currently in effect. 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.
- B. Permissible uses and disclosures without written consent:** The following disclosures are permitted by law to without your written consent.
- 1. Medical Treatment:** We may need to share information about you with other healthcare providers such as other physicians including referring physicians, nurses or healthcare professionals entering information into your medical records relating to your medical care and treatment in order to provide care to you. We may share information about you including x-rays, prescriptions and requests for lab work.
 - 2. Payment:** We may need to disclose information about the treatment, procedures or care our practice provided to you in order to bill and receive payment for services we provided. We may share this information about you, with an insurance company, a third party responsible for payment, or a collection agency or your employer if your employer is responsible for paying the claim.
 - 3. Healthcare Operations:** We may use and disclose your personal health information to Business Associates who need to use or disclose your information to provide a service for our medical practice, such as our billing company or software vendors who provide assistance with data management on our behalf or a company that may assist us with compliance efforts.
 - 4. Disclosure to Relatives:** Close Friends, or Care givers: We may disclose PHI to a member of your family, other relative, a close friend, or any other person identified by you, when you are present, or otherwise available, prior to disclosure. If you object to such disclosures, please notify the Administrator, or care giver immediately. Request may be verbal or in writing. If you are not present, or you are incapacitated, or in an emergency situation, we may exercise our professional judgment to determine whether PHI should be disclosed in your best interest to your relative, close friend or a caregiver. In such circumstances, we will disclose minimum necessary information. We may also notify such persons your location and general health condition.
 - 5. Required by Law:** We will disclose medical information related to you if required to do so by state, federal or local law.
 - 6. Public Health Activities/Risks:** Your medical information may be disclosed to a public health authority that is authorized by law to collect or receive such information for public health activities. Certain disclosures may be made for public health activities in the following circumstances: (a) to prevent or control disease, injury or disability (b) to report reactions to medications or product defects; (c) to notify individuals of product recalls; (d) to notify a person who may have been exposed to a communicable disease or at risk of contracting or spreading a disease or condition; (e) if our practice reasonably believes a person is the victim of abuse, neglect, or domestic violence, we may disclose personal health information to the appropriate authority. We will only make this disclosure if you agree to the disclosure or we are required or authorized to do so by law without your permission.
 - 7. Appointment Reminders or Treatment Alternatives:** Our practice may use and disclose medical information about you to provide you with reminders that you are due for care or you have an upcoming appointment; to provide you with information on treatment alternatives or other health related benefits that may be of interest to you. We may contact you by phone, fax or e-mail. We will make every effort to protect your privacy when leaving a message for you and try to reveal as little confidential information as possible (e.g., when leaving a message on your answering machine that may be heard by others).
 - 8. Research:** We may disclose your personal health information for research purposes without your written authorization if requirement for consent has been waived by a Review Board who has assessed the effect of the research protocol on your privacy rights and interests and certified that there are adequate controls in place to protect your information from improper use and disclosure.
 - 9. To Avert Serious Threat to Health or Safety:** If our practice believes, in good faith, that a use or disclosure of your medical information is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public, we may disclose your medical information.
 - 10. Worker's Compensation:** We may release medical information about you for work-related illness or injury for workers' compensation or other related programs.
 - 11. Health Oversight Activities:** Your personal health information may be disclosed to federal, state or local authorities as part of an investigation or government activity authorized by law. This may include audits, civil, administrative or criminal investigations, inspections, licensure or disciplinary actions or other activities necessary for the oversight of the health care system, government benefit programs and compliance with government regulatory programs or civil rights laws.
 - 12. Law Enforcement:** We may disclose your personal health information to law enforcement individuals if we are required to do so by law. We may also disclose medical information about you in compliance with a court order, warrant or subpoena or summons issued by the court. We will make best efforts to contact you about these types of requests so that you can obtain an order restricting or prohibiting disclosure of the information requested. We may also use such information to defend ourselves in actions or threatened actions that may be brought against our practice.
 - 13. Coroners, Medical Examiners and Funeral Directors:** We may release personal health information to a coroner or medical examiner for the purposes of identification, determining cause of death or other duties as authorized by law. We may also release medical information to funeral directors as necessary to carry out their duties with respect to the deceased.
 - 14. Organ, Eye, Tissue Donation:** If you are an organ donor, we may disclose your personal health information to organ procurement organizations, or other entities that facilitate tissue donation or transplantation.
 - 15. Inmates:** If you are an inmate of a correctional institution or within the custody of law enforcement officials, we may disclose medical information about you to allow the institution to provide you with medical care, to protect the health and safety of yourself and others, or for the safety and security of the correctional institution.
- C. Disclosures requiring consent:** Disclosure for any other purpose than listed above requires your prior authorization.

- D. Marketing Communication:** we may obtain your written permission for sending you any marketing material. However no permission is needed to provide you with marketing information face to face.
- E. Special Authorization:** Confidential information related to your HIV status will never be disclosed to anyone without your prior written consent. This consent will be obtained on the NYS approved consent form.
- F. Right to Revoke Authorization:** You have the right to revoke any or all authorization at any time.
- G. Patient Rights** You have the following rights with respect to your personal health information:
1. **Right to Receive Personal Health Information Confidentially.** You have the right to receive confidential communications of your personal health information by alternate means or at alternate locations. We will attempt to accommodate all **reasonable** requests. Please be specific as to how or where you wish us to communicate with you.
 2. **Right to Inspect and Copy.** You have the right to inspect and copy your medical record that has been created to treat you and is used to make decisions about your care. This includes medical and billing records. Records related to your care may also be disclosed to an authorized person such as a parent or guardian upon proper proof of a legitimate legal relationship. You must submit your request in writing to inspect and copy your records. If you would like to copy your records, our practice may charge you fees for the cost of copying records, mail or other minimal costs associated with your request.
 3. **Right to Amend.** If you think there is information in your record that may be inaccurate or incomplete, you have the right to request an amendment or clarification of information in your record. Please note that we will not change information created by third parties, if the information is not part of the medical information kept by our practice or we believe the information you provided to us is inaccurate or incomplete. We reserve the right to deny your request if we have reason to believe the information is accurate. Your request to make an amendment to your record must include the following and may be refused if the following elements are not met:
 - a) Submit your request in writing; b) Describe what you would like the amendment to say and your reasoning for why the change should be made; c) The amendment must be dated, signed by you and notarized.
 4. **Right to Restrict Uses and Disclosures.** You have the right to request restrictions on how our practice makes certain uses and disclosures of your personal health information for treatment, payment or healthcare operations. You may restrict how much information we may provide to family members regarding your treatment or payment for your care. You may also restrict certain types of marketing materials related to your care or treatment. **We are not required to agree to your request or we may not be able to comply with your request, but we will do all that we can to accommodate your request. If we agree to your request, we must comply. However, if the information is required to provide emergency treatment to you, we will not comply.** Your request must be in writing and include the following:
 - a) What information you would like to limit; b) whether you want to limit our use, or disclosure or both; c) to whom you want the limit to apply (e.g., disclosures to parents, children, spouse, etc.)
5. **Right to an Accounting of Uses and Disclosures.** You have the right to receive an accounting of the disclosures of your personal health information that our practice makes for purposes other than treatment, payment or healthcare operations. All requests must be submitted in writing. All requests must state a time period **not longer than six (6) years back.** You must state whether you would like the accounting in electronic or paper form. One request in a twelve-month period will be provided to you at no charge. We may charge you a fee for all additional requests within a twelve-month period. We will notify you as to the cost of fulfilling your additional request and allow you the opportunity to modify it before fees are due. All requests should be submitted to the reception desk for appropriate processing.
6. **Right to Copy of Notice.** You have the right to obtain a copy of our notice of privacy practices upon request at any time. Please call us at (803) 788-1120 for a copy or ask for a copy at the reception desk.
- H. Changes to this Notice.** We reserve the right to change the terms of this notice and to make the new notice provisions effective for all personal health information we already have about you and may obtain in the future. If we change our notice, we will post notice of this change thirty (30) days prior to making the change effective. All revised notices will be posted in ~~the~~ and promptly posted and made available to you in our waiting room. You may also request a current Notice when you visit our office. Changes to our notice will only be effective on the date that is reflected at the bottom of the last page on the revised Notice.
- I. Practice Contact.** If you would like more information about this notice, please contact the Administrator at (803) 788-1120. If you have any complaints regarding our privacy practices, please address your complaint to the administrator in writing and follow the designated complaint process below.
- J. Complaints.** If you believe your privacy rights may have been violated or you become aware of a privacy concern you would like to report to our practice, you may file a complaint with the Privacy Officer (Administrator) in writing and include the following information: Name and Address; Social Security Number or Other Patient Identification Number; Detailed description of the circumstances surrounding your complaint including dates, times and any relevant information to help us understand your complaint; Contact information; and Signature and Date. Please allow fourteen (14) business days for an answer from our practice regarding your complaint. If you are not satisfied with our response to your complaint, you may notify the Secretary of the Department of Health and Human Services.
- K. Non Retaliation:** Please note, all concerns or complaints regarding your personal health information are important to our practice. There will be no retaliation against you for filing a complaint with our office.
- L. Additional Privacy Protections.** Our practice is committed to protecting your privacy and for the proper use and disclosures of your personal health information. For example, if you treat patients with particularly sensitive conditions, even though the law allows you to disclose the information for various reasons, you will not do so unless required by law.

Effective Date: Revision Date: 6/15 2015

Signature and Date: _____

DIRECTIONS TO OUR ENDOSCOPY CENTER

Directions from:

1. **N.E. Columbia:** Go toward I-20 on Clemson Rd., take a right onto Wildewood Centre Drive at the Shell Gas Station/Dunkin Donuts.

We are the last building on the right hand side of the road:

1070 Wildewood Centre Drive

2. **N.W. Columbia:** Take I-20 toward Florence, get off on Exit 80 Clemson Rd. Take a left on Clemson Rd., at the first traffic light, then take a left onto Wildewood Centre Drive at the Shell Gas Station/Dunkin Donuts.

We are the last building on the right hand side of the road:

1070 Wildewood Centre Drive.

3. **Camden:** Take I-20 W towards Columbia, take Exit 80 to Clemson Rd., and turn right onto Clemson Rd. get into the far left hand lane at the traffic light turn left at the Shell Gas Station/Dunkin Donuts on to Wildewood Centre Drive.

We are the last building on the right hand side of the road:

1070 Wildewood Centre Drive

4. **Sumter:** Take 378 to 601 North. Take a left onto Screaming Eagle Rd. into Pontiac. Then take I-20 W towards Columbia, take Exit 80 to Clemson Rd. turn right onto Clemson Rd. get into the far left hand lane, then turn left at the Shell Gas Station/Dunkin Donuts on to Wildewood Centre Drive.

We are the last building on the right hand side of the road:

1070 Wildewood Centre Drive

Sumter: Take 521 to Camden, get on I-20 W towards Columbia. Take Exit 80 to Clemson Rd. Turn right onto Clemson Rd. get into the far left hand lane and turn left at the Shell Gas Station/Dunkin Donuts on to Wildewood Centre Drive.

We are the last building on the right hand side of the road at:

1072 Wildewood Centre Drive

5. **Lexington:** Take I-20 E towards Florence, take Exit 80 to Clemson Rd., turn left onto Clemson Rd. at the first traffic light, and turn left at the Shell Gas Station/Dunkin Donuts on to Wildewood Centre Drive.

We are the last building on the right hand side of the road at:

1072 Wildewood Centre Drive