

PRIVACY NOTICE OF LUTHERVILLE SURGICENTER, LLC

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.

THIS NOTICE GIVES YOU INFORMATION REQUIRED BY LAW about the legal duties and privacy practices of LUTHERVILLE SURGICENTER, LLC ("LSC") to protect the privacy of your individually identifiable health information or *Protected Health Information (PHI)*, as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("*Information*"), in providing for your medical treatment and needs.

THE EFFECTIVE DATE OF THIS NOTICE IS APRIL 14, 2003. LSC is required to follow the terms of this Notice until it is replaced. LSC may make changes to the terms of this Notice at any time. Upon your request, LSC will provide you with a copy of its current Notice. LSC reserves the right to make the changes apply to your *Information* maintained by LSC before and after the effective date of the new Notice. The following is a general description of how Federal and State law permits LSC to use and disclose your *Information*.

Purposes for which LSC May Use or Disclose Your Medical Information with your Consent

LSC may request your consent for the use and disclosure of your *Information* for *treatment, payment or health care operations* as described below.

- **Treatment.** We will use and disclose your *Information* to provide, coordinate, or manage your health care and any related services. We may disclose your *Information* to physicians, therapists, or other health care providers who are treating you or assisting in your diagnosis, treatment or recovery. For example, LSC may provide your *Information* to the physician who referred you to LSC. In addition, we may disclose your *Information*, from time to time, to another health care provider, including a physician, specialist or laboratory who, at the request of your physician, becomes involved in your care.
- **Payment.** Your *Information* will be used and disclosed, as needed, to obtain payment for your health care services. This may include certain activities that your health insurance plan undertakes before it approves or pays for the health care services we recommend for you, such as making a determination of eligibility or coverage for insurance benefits, reviewing services provided to you for medical necessity, and utilization review activities. In order to obtain approval for a surgical procedure, your plan may require that your relevant *Information* be disclosed to them. If more than one third party payer may be responsible for payment for your health care, we may disclose your *Information* to more than one health plan and those health plans may share your *Information* with each other. Your *Information* may also be used and disclosed as needed to obtain payment for health care services rendered to you by other providers.

- **Health Care Operations.** We may use or disclose, as needed, your *Information* in order to support our delivery of health care services. We may call you by name in our waiting room area when your physician or other health care provider is ready to see you. We may use or disclose your *Information*, as necessary, to contact you to schedule an appointment or remind you of your appointment. These uses and disclosures are necessary for us to run our operations properly and make sure that our patients receive quality care. Other examples of these activities include, but are not limited to, quality assessment activities, employee review activities, and licensing. We may combine *Information* about more than one patient, to, for example: evaluate the performance of our staff in caring for patients; decide what additional services we should offer; or analyze the effectiveness of new treatments. Certain patient safety considerations may also cause us to use and disclose your health information.

We may share your *Information* with third party “Business Associates” who perform various services for or on behalf of LSC. Examples of Business Associates who LSC may share your *Information* with in order to conduct its day-to-day operations include billing services, transcription services, record retention and destruction entities, attorneys, accountants, auditors or other professional consultants. Whenever an arrangement between a Business Associate and us involves the use or disclosure of your *Information*, we will have a written contract that contains terms that will protect the privacy of your *Information*.

- **Health Care Services.** Your *Information* may be used and disclosed to contact you and to give you information about treatment alternatives or other health benefits and services that may be of interest to you.

Uses and Disclosures With Your Verbal Consent

Your *Information* may be disclosed to a family member, friend or other person designated by you or as designated by the law, if you verbally agree.

Uses and Disclosures With Your Authorization

Except as provided below, your *Information* will not be used for any non-routine purposes unless you give LSC your written authorization to do so. LSC may request your authorization to use and disclose your *Information* for research purposes. If you give LSC written authorization to use or disclose your *Information* for a purpose that is not described in this Notice, then, with certain exceptions, you may revoke it in writing at any time. Your revocation will be effective for the *Information* LSC maintains, unless LSC has taken action in reliance of your authorization.

Uses and Disclosures Without Your Consent, Opportunity to Agree or Disagree or Authorization

- As required by law;
- To comply with legal proceedings, such as a court or administrative order or subpoena;
- To law enforcement officials for limited law enforcement purposes;
- For research purposes in limited circumstances;
- To a coroner, medical examiner, or funeral director about a deceased person;
- To an organ procurement organization in limited circumstances;
- To avert a serious threat to your health or safety or the health or safety of others;

Uses and Disclosures Without Your Consent, Opportunity to Agree or Disagree or Authorization (continued)

- To a governmental agency authorized to oversee the health care system or government programs;
- To federal officials for lawful intelligence, counterintelligence and other national security purposes;
- To public health authorities for public health purposes; and
- To appropriate military authorities, if you are a member of the armed forces.

Your Rights

You may make a written request to LSC to do one or more of the following concerning your *Information*:

- Put additional restrictions on LSC's use and disclosure of your *Information*.
- Communicate with you in confidence about your *Information* by a different means or at a different location than LSC is currently doing.
- See and get copies of your *Information*.
- Correct your *Information*.
- Receive a list of disclosures of your *Information* that LSC, and its Business Associates, make for certain purposes for six (6) years prior to your request (after April 14, 2003), with certain exceptions permitted by law, including exceptions for disclosures made to you or made pursuant to your authorization.
- Send you a paper copy of this Notice if you receive this Notice by e-mail or on the internet.

If you want to exercise any of these rights described or require further information about LSC's privacy practices, please contact LSC at the address below. Please know that in certain instances, LSC does not have to agree to your request. LSC will give you the necessary information and forms for you to complete and return. LSC will charge you a fee of \$.60 per page for copying any documents requested in accordance with "your rights" as listed above.

Complaints

If you believe your privacy rights have been violated by LSC, you have the right to complain to LSC or to the Secretary of the U.S. Department of Health and Human Services. You may file a written complaint with LSC by contacting the Privacy Official at the address below. An individual must file a complaint within 180 days of when he knew or should have known that the act or omission occurred, unless the time limit is waived by the Secretary of DHHS. LSC will not retaliate against you if you choose to file a complaint.

Contact Office

To request additional copies of this Notice or to receive more information about LSC's privacy practices or your rights, please contact our Privacy Official:

Contact Office: LUTHERVILLE SURGICENTER, LLC
Telephone: 410-296-6239 Fax: 410-828-5045
E-mail: PattyL@chesapeakehand.com
Address: 1400 Front Avenue, Suite 100, Lutherville, MD 21093