SurgCenter OF THE Potomac LLC

AUTHORIZATIONS & DISCLOSURES

These AUTHORIZATIONS & DISCLOSURES MUST BE SIGNED BY THE PATIENT, or by the party legally and financially responsible for a minor or physically or mentally incapacitated patient. PLEASE READ EACH AUTHORIZATION CAREFULLY.

AUTHORIZATION FOR MEDICAL TREATMENT: The undersigned hereby authorizes any anesthesia, medical or surgical treatment, including services rendered or provided under the general and special instructions of my attending physician, his/her assistants, and other practitioners associated, as may, in their professional judgment be deemed necessary or beneficial for the purposes of diagnosis, treatment and medical care at SurgCenter of the Potomac, LLC. NO PROMISE, GUARANTEE OR WARRANTY HAS BEEN MADE REGARDING THE RESULTS OF ANY MEDICAL TREATMENT OR SURGICAL PROCEDURE. Any and all removed organs, or parts may be disposed of in accordance with accepted medical practices.

AUTHORIZATION TO RELEASE MEDICAL INFORMATION: For purpose of reimbursement, SurgCenter of the Potomac, LLC and each attending or treating practitioner, including, but not limited to, pathology, anesthesia, radiology and laboratory providers, are hereby authorized and directed to disclose all or any part of the medical record for this admission to my employer, insurance companies, other organizations, third party payors, or agencies as may be necessary to verify or process any and all claims for insurance coverage or third party reimbursement. I understand that such disclosures may contain information which could result in limitation or denial of insurance benefits or third party reimbursement or which could otherwise be harmful or prejudicial to my interests. Unless specifically instructed otherwise, SurgCenter of the Potomac, LLC and each attending or treating practitioner are hereby authorized and directed, during the period of this admission, to disclose information to the patient's spouse, children, parents, and any other person authorized to consent to treatment pursuant to 431.061-.065, RSMO (1979) as amended, concerning the patient's health status, diagnosis, prognosis, and progress. Each of the undersigned do hereby release and hold SurgCenter of the Potomac, LLC, its officers, directors, agents, employees, and all examining and treating practitioners harmless of and from any and all costs, loss damage, or liability resulting from or arising out of such disclosures.

RELEASE OF RESPONSIBILITY FOR VALUABLES: SurgCenter of the Potomac, LLC is hereby fully released of and from any and all responsibility for loss or damage to the personal property, money, or valuables of the undersigned patient.

NOTICE OF PRIVACY PRACTICES: I am aware of my rights to privacy of personal health information, under the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and am aware that a copy of these rights are available to me upon request.

RIGHTS AND RESPONSIBILITIES: I acknowledge that I have received, prior to my procedure, a copy of the Patient Rights and Responsibilities, which includes information regarding where and how I can file a grievance or complaint.

PHYSICIAN OWNERSHIP DISCLOSURE: SurgCenter of the Potomac, LLC provides services only to patients admitted by private practitioners who are members of the Medical Staff, some of whom retain joint ownership of the surgery center. I understand I may choose another facility for the services I require, and have elected to receive care at SurgCenter of the Potomac, LLC.

TRANSPORTATION RELEASE: I understand that the anesthetic to be administered to me may have effects that make it hazardous for me to drive a car or otherwise travel alone to my home following my procedure and discharge. I have arranged for transportation with a responsible adult to my home and will be under the supervision of a responsible adult for 24 hours following my procedure. I understand that SurgCenter of the Potomac, LLC will not perform my schedule procedure unless these arrangements are met, and have provided SurgCenter of the Potomac, LLC with my designated responsible party's name and phone number. The responsible party agrees to assume responsibility for accompanying and transporting the named patient to his/her home.

_____ _____

Responsible Party Name Signature Phone Number

NOTICE OF POLICY REGARDING ADVANCE DIRECTIVES: I have received information about the Advanced Directives Policy at SurgCenter of the Potomac, LLC and I understand that the center policy (regardless of the contents of any advance directive or instructions from a health care surrogate attorney in fact) is to initiate resuscitative measures, should an adverse event occur during my procedure. I would be transferred to the closest acute care facility for further evaluation, where further treatment or withdrawal of treatment measures already begun will be ordered in accordance with my wishes, advance

SurgCenter OF THE Potomac LLC

NOTICE OF PRIVACY PRACTICE as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Effective April 14, 2003

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.

SurgCenter of the Potomac, LLC (SCP) is required by law to maintain the privacy of your health information and to provide you with notice of its legal duties and privacy practices with respect to your health information. If you have questions about any part of this notice, or if you want more information about the privacy practices at SCP, please see the contact information at the end of this document.

I. HOW SCP MAY USE OR DISCLOSE YOUR HEALTH INFORMATION

SCP collects and protects the privacy of your health information. The law permits SCP to use of disclose your health information for the following purposes:

1. TREATMENT: SCP may use your health information to provide you with medical treatment or services. For example, information obtained from you by a front office personnel or nurse is necessary to determine what treatment you should receive.
2. PAYMENT: SCP may use and disclose health information about you for payment for treatment and services you receive. For example, your health information may be sent to a third party payer such as an insurance company or health plan in order for SCP to receive payment for services rendered.
3. HEALTHCARE OPERATIONS: SCP may use and disclose health information about you for operational purposes. For example, your health information may be disclosed to members of the medical staff, risk or quality improvement personnel, and other to evaluate the performance of our staff, assess the quality of care and outcomes in your case and similar cases, and to determine how to continually improve the quality and effectiveness of the health care we provide.
4. INFORMATION PROVIDED TO YOU AND ON YOUR AUTHORIZATION: You may give SCP written authorization to use or disclose your health information.
5. NOTIFICATION AND COMMUNICATION WITH FAMILY: We may disclose your health information to notify or assist in notifying a family member, your personal representative or another person responsible for your care about your location, your general condition or in the event of your death. If you are able and available to agree or object, we will give you the opportunity to object prior to making this notification. If you are unable or unavailable to agree or object, our health professionals will use their best judgment in communication with your family and others.
6. REQUIRED BY LAW: As required by law, SCP may use and disclose your health information. For example, SCP may disclose health information for the following reasons; judicial and administrative proceedings, to a law enforcement official for purposes of identifying or locating a suspect, fugitive, material witness or missing person, complying with a court order or subpoena and other law enforcement purposes; to the Department of Health and Human Services to determine if we are in compliance with federal laws; or to appropriate persons in order to prevent or lessen a serious and imminent threat to the public or safety of a particular person or the general public.
7. PUBLIC HEALTH: As required by law, SCP may use and disclose your health information to public health authorities for purposes related to: preventing or controlling disease, injury or disability; reporting child abuse or neglect; reporting domestic violence; reporting to the Food and Drug Administration problems with products and reactions to medications; to aid with disaster relief, and reporting disease or infection exposure.
8. HEALTH OVERSIGHT ACTIVITIES: SCP may disclose your health information to health agencies during the course of audits, investigations, inspections, licensure, and other proceedings.
9. DECEASED PERSON INFORMATION AND ORGAN DONATIONS: SCP may disclose your health information to coroners, medical examiners, funeral directors, or to organizations involved in procuring, banking or transplanting organs and tissues.
10. RESEARCH: SCP may disclose your health information to researchers conducting research that has been approved by an institutional Review Board.

11. WORKER'S COMPENSATION: SCP may disclose your health information as necessary to comply with worker's compensation laws.
12. MARKETING: SCP may contact you to give you information about treatments or health –related benefits and services that may be of interest to you.
13. GOVERNMENT FUNCTIONS: Specialized government functions such as protection of public officials or reporting to various branches of the armed services may require use or disclosure of your health information.
14. APPOINTMENTS: SCP may use you information to provide appointment reminders by telephone, email or postal service.
15. BUSINESS ASSOCIATES: We work with other businesses to help SCP operate successfully. We may disclose your health information to these business associates so that they can perform the tasks we hired them to do. Our business associates must guarantee us that they will respect the confidentially of your personal health information.

II. WHEN SCP MAY NOT USE OR DISCLOSE YOUR HEALTH INFORMATION

Except as described in the Notice of Privacy Practices, SCP will not use or disclose your health information without your written authorization.

III. YOUR HEALTH INFORMATION

1. You have the right to request restrictions on certain uses and disclosures of your health information. SCP is not required to agree to the restrictions that you request.
2. You have the right to receive your health information through a reasonable alternative means or at an alternative location. Request must be made in writing detailing the alternative methods chosen and could be applicable to fees.
3. You have the right to inspect and/or obtain a copy of your health information for a reasonable fee.
4. You have the right to request that SCP amend your health information that is incorrect or incomplete. SCP is not required to change your health information and will provide you information about the denial process.
5. You have the right to receive and accounting or disclosure of your health information made by SCP except that SCP does not have to account for the disclosure described in treatment, payment, healthcare operation, and government functions of section I of this notice. The first accounting of disclosers within a twelve-month period is free. Any additional accountings in that time frame are subject to a fee.
6. You have the right to revoke your authorization to use or disclose health information except to the extent that action has already been taken.
7. You have the right to obtain a paper copy of this Notice upon request.
8. You have the right to be notified in the event of a breach in SCP's patient information.
9. You have the right to request that your health plan not be informed of your treatment at SCP if you pay in full and your insurance company is not billed.

IV. CHANGES TO THIS NOTICE OF PRIVACY PRACTICES

SCP reserves the right to amend this Notice of Privacy Practices at any time in the future. Until such amendment is made, SCP is required by law to comply with this notice. A paper copy of this notice is available if you request a copy.

V. COMPLAINTS

If you believe that your privacy rights have been violated or if you have complaints about this Notice of Privacy Practices, contact the SCP Administrator at:

SurgCenter of the Potomac, LLC
6500 Rock Spring Drive, Suite 100
Bethesda, MD 20817
Phone: 240-483-0282 Fax: 240-483-0484

If you are not satisfied with the manner in which SCP handles a complaint, you may submit a formal written complaint to the Department of Health and Human Services, Office for Civil Rights. You will not be retaliated against for filing a complaint.