



ALBERT FOX FACIAL PLASTIC SURGERY CENTER, LLC (we, our) is committed to providing comprehensive health care in a manner which acknowledges the uniqueness and dignity of each patient (you, your). We encourage patients to have clear knowledge of, and to participate in, matters and decisions relating to their medical and surgical care.

PATIENT'S RIGHTS

You, as a patient receiving services in this facility, shall have the following rights:

Information

1. To have reasonable attempts made to communicate with you in your own language.
2. To be informed of these rights in understandable terms via written copy and verbal explanation. A written acknowledgement of receipt/understanding will become part of your medical record;
3. To be informed of
 - ♦ our services available
 - ♦ names and professional status of the personnel providing and/or responsible for your care
 - ♦ name(s), professional status, and functions of outside health care or educational organizations involved in, or privy to, your care or information.
You have the right to deny their involvement.
 - ♦ fees and related charges: policies for payment, fee, deposit, and refund, as well as additional charges/fees not covered by third-party sources or by our basic rate;
4. To receive in understandable terms:
 - ♦ an explanation of your complete medical/health condition or diagnosis
 - ♦ recommended treatment
 - ♦ treatment options, including the option of no treatment
 - ♦ risk(s) of treatment
 - ♦ expected result(s);
5. To participate in the planning of your care/treatment, and to refuse medication and/or treatment. Such refusal shall be documented in your medical record;
6. To be given a paper or electronic copy of medical records within 30 days of your request; this may include a reasonable, cost-based fee. You have the right to request that the medical records be completed or corrected, if necessary. If the request changes/additions are declined, a written explanation will be provided within 60 days.
7. To be assured that records are kept for seven (7) years from the date of the last patient contact. After 7 years, we may destroy all of your records on file or offer the records to you, as we see fit.
2. To expect security of your protected health information and of your personal and payment information. To be informed immediately of any breach of this security.
3. To determine whom of the following people/companies can have access to your health information:
 - ♦ family, friends, others involved in your care
 - ♦ disaster relief
 - ♦ hospital directory
 If you are unable to express your wishes (e.g. if you are unconscious), we may share information we feel is in your best interest or to lessen an imminent health threat;
4. To request and expect reasonable confidentiality in communication: restrict the phone numbers called and the information left on messages, and to request mailings to a specific address;
5. To request that we limit health information shared regarding treatment, payment, or operations, but this is ultimately at our discretion. When paying out of pocket for medical treatment, you may demand that information not be shared with your health insurer (unless the law mandates otherwise);
6. To provide written permission – or decline it – to share health information for:
 - ♦ marketing purposes
 - ♦ psychotherapy notes
 Marketing may include before and after photos, etc.
We will never sell your information.
7. To confidential treatment of your information. Information in your medical record shall not be released to anyone outside our facility without your written approval, unless it is
 - ♦ required by another health care facility to which you were transferred
 - ♦ required for a third-party payment contract
 - ♦ needed for a peer review
 - ♦ required and permitted by law
 - ♦ needed by the Massachusetts State Department of Health for statutorily authorized purposes.
 For details on the legally regulated circumstances in which your information may be shared for the public good, visit www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html
We may release data for studies containing aggregated statistics when your identity is masked;
8. To request a written account of the sharing of your information (and why) covering up to six years prior to the request date (multiple requests submitted within the same 12-month period may incur a fee).

Privacy

In general, we use your information to

- ♦ treat you
- ♦ run our organization
- ♦ invoice for our services

In doing so, you maintain these specific rights of privacy:

1. To designate a person to act on your behalf. A legal guardian or person given medical power of attorney can make decisions on your behalf;



Treatment

1. To be treated with courtesy, consideration, respect, and recognition of your dignity, individuality, and right to privacy, including, but not limited to, auditory and visual privacy. Your privacy shall also be respected when our personnel are discussing you;
2. To be free from mental and physical abuse, exploitation, and from use of restraints unless they are authorized by a physician for a limited period of time to protect you or others from injury. Drugs and other medications shall not be used for discipline of patients or for convenience of our personnel;
3. To be included – only if/when you give informed, written consent – in experimental research, including new drugs and medical devices.
You have the right to refuse participation.
4. To not be required to perform work for us unless the work is part of your treatment and is performed voluntarily. Such work shall be in accordance with local, state, and federal laws and rules;
5. To exercise civil and religious liberties, including the right to independent personal decisions. No religious beliefs or practices, or any attendance at religious services, shall be imposed upon you;
6. To not be discriminated against because of age, race, religion, sex, sexual orientation, nationality, or ability to pay, nor deprived of any constitutional, civil, and/or legal rights solely because of receiving services from this facility;

7. All patients in life-threatening situations will have life sustained here and be transferred to: **St. Luke's Hospital**, 101 Page Street, New Bedford, MA 02740.

Grievances/Suggestions

1. To voice grievances or recommend changes in policies and services to our personnel, the governing authority, and/or the outside representative of the your choice – either individually or as a group – free from restraint, interference, coercion, discrimination, or reprisal;
2. To file a complaint, without retaliation, with us or any of these agencies:
Albert Fox Facial Plastic Surgery Center, LLC,
attn.: Sherry Pereira, Patient Care Coordinator
299 Faunce Corner Road, 1st Floor;
N. Dartmouth, MA 02747 508-207-4455
Massachusetts Department of Public Health
250 Washington Street; Boston, MA 02108
617-624-6001 www.mass.gov/dph
**U.S. Department of Health and Human Services
Office for Civil Rights**
200 Independence Avenue, S.W.;
Washington, DC 20201 877-696-6775
www.hhs.gov/ocr/privacy/hipaa/complaints
3. Patients have the right to know the outcome of their grievance report. Regarding grievances filed within the company, patients may inquire after 30 days as to decisions and/or actions taken as a result of their report. Grievances filed with an outside agency are subject to that agency's policies and timelines.

PATIENT'S RESPONSIBILITIES

You, as a patient receiving services in this facility, shall have the following responsibilities:

1. To read all permits and/or consents that you sign. If you do not understand, it is your responsibility to ask the physician/nurse for clarification;
2. To answer all medical questions truthfully to the best of your knowledge; providing complete and accurate information to the best of your ability about your health, medications (including over-the-counter products and dietary supplements), and any allergies and/or sensitivities;
3. To inform your provider about any living will, medical power of attorney, or other directive that could affect your care;
4. To read carefully and follow the preoperative instructions that your physician has given. And, to notify us if you have *not* followed the preoperative instructions;
5. To provide transportation as directed to and from the facility appropriate to the medications and/or anesthetics that you will be receiving;
6. To read carefully and to follow the postoperative instructions and treatment plan prescribed that you receive from the physician/nurse. This includes postoperative appointments.
7. To contact your physician if you have any complications.
8. To assure that all payments for services rendered are on a timely basis and, to realize that ultimate responsibility for all charges is yours, regardless of whatever insurance coverage you may have.
9. To be respectful of all the health care providers and staff, as well as other patients.
10. To notify us if you feel that any of your rights have been violated, have a significant complaint, or have a suggestion, via our patient satisfaction questionnaire, direct contact, or via telephone/fax/email.

Changes to the Terms of this Notice

This notice is effective August 31, 2016.

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.