



Capital Cardiology Associates

CARING FROM THE HEART | A BENCHMARK CARDIOLOGY PRACTICESM

www.CapitalCardiology.com

PATIENT POLICIES

Documents Included in this Patient Policy Binder:

- Notice of Privacy Practices
- Good Faith Estimate
- Financial Policy/Financial Waiver
- No Show, Cancellation, and Lateness Policy
- Patients Rights and Responsibilities
- Zero Tolerance Policy
- Additional Policies
- List of Imaging Locations in our area

Please ask the front desk if you would like a copy of any of these policies.

Capital Cardiology Associates reserves the right to amend these policies at any time.



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CARING FROM THE HEART | A BENCHMARK CARDIOLOGY PRACTICE

NOTICE OF PRIVACY PRACTICES

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.

Capital Cardiology Associates (CCA) is required by law to maintain the privacy of your protected health information (PHI). This information consists of all records related to your health, including demographic information, either created by CCA or received by CCA from other healthcare providers.

We are required to provide you with notice of our legal duties and privacy practices with respect to your protected health information. These legal duties and privacy practices are described in this Notice. CCA will abide by the terms of this Notice or the Notice currently in effect at the time of the use or disclosure of your PHI. Capital Cardiology Associates reserves the right to change the terms of this Notice and to make any new provisions effective for all protected health information that we maintain. An individual may obtain a copy of the current Notice from our office at any time.

Uses and Disclosures of Your Protected Health Information Not Requiring Your Consent

Capital Cardiology Associates, may use and disclose your protected health information, without your written consent or authorization, for certain treatment, payment and healthcare operations. *There are certain restrictions on uses and disclosures of treatment records, which include registration and all other records concerning individuals who are receiving, or who at any time have received services for mental illness, developmental disabilities, alcoholism, or drug dependence. There are also restrictions on disclosing HIV or other test results.*

Treatment may include:

- Providing, coordinating, or managing healthcare and related services by one or more healthcare providers;
- Consultations between healthcare providers concerning a patient;
- Referrals to other providers for treatment;
- Referrals to nursing homes, foster care homes; or home healthcare agencies;
- Using a third party translation service in order to provide treatment;
- Calling you by your full name in the waiting room when your physician is ready to see you;
- Sending recorded reminders for appointments via text or telephone message or by mail. We may leave a message with someone who answers the phone regarding your appointment, however, only the appointment date, time, location, and with whom, will be disclosed.
- Should you be an inmate of a correctional institution, CCA may disclose to the institution or agents thereof health information necessary for your health and the health and safety of other individuals.

For example, CCA may determine that you require the services of a specialist. In referring you to another provider, CCA may transfer your healthcare information to that provider. CCA may disclose to a healthcare aide, specific instructions for the patient to follow prior to a procedure.

Payment activities may include:

- Activities undertaken by CCA to obtain reimbursement for services provided to you;
- Determining your eligibility for benefits or health insurance coverage;
- Managing claims and contacting your insurance company regarding payment;
- Collection activities to obtain payment for services provided to you;
- Reviewing healthcare services provided and discussing with your insurance company the medical necessity of certain services or procedures, coverage under your health plan, appropriateness of care, or justification of charges;
- Using a translation service to provide patient statement information;
- Obtaining pre-authorization and pre-certification of services provided to you.

For example, CCA will submit claims to your insurance company on your behalf. This claim identifies you, your diagnosis, and the services provided to you.

NOTICE OF PRIVACY PRACTICES (CONT.)

Healthcare operations may include:

- Contacting healthcare providers and patients with information about treatment alternatives;
- Conducting employee review activities, or training of students;
- Conducting quality assessment and improvement activities;
- Conducting outcome evaluations and development of clinical guidelines;
- Protocol development, case management, or care coordination;
- Conducting or arranging for medical review, legal services, and auditing functions;

For example, CCA may use your diagnosis, treatment, and outcome information to measure the quality of the services we provide, or assess the effectiveness of your treatment when compared to patients in similar situations. We may disclose your PHI to students in clinical rotations studying for healthcare fields such as medical, nursing, pharmacy, medical assistants, sonography, etc.

There are additional situations when Capital Cardiology Associates is permitted or required to use or disclose your PHI *without* your consent or authorization.

- **As required or permitted by law.** In certain circumstances we may be required to report individual information to legal authorities, such as law enforcement officials, court officials or government agencies.
- **For public health activities.** We may have to report abuse, neglect, domestic violence, or certain physical injuries. We are required to report gunshot wounds or any other wound to law enforcement officials if there is reasonable cause to believe that the wound occurred as a result of a crime. Mental health records may be disclosed to law enforcement for the purpose of reporting a crime on our premises. We may release healthcare records, with the exception of treatment records, to certain government agencies or public health authorities authorized by law, upon receipt of written request from that agency. *We are required to report HIV test results to the state epidemiologist. We may also disclose HIV test results to other providers or persons when there has been or will be risk of exposure. We may report to the state epidemiologist the name of any person known to have been significantly exposed to a patient who tested positive for HIV.* We are required by law to report suspected child abuse and neglect and suspected abuse of an unborn child, *but cannot disclose HIV test results in connection with the reporting or prosecution of alleged abuse or neglect.* We may release healthcare records *including treatment records and HIV test results* to the Food and Drug Administration when required by federal law, including in relation to adverse events with respect to food, supplements, products and product defects, medications, or post-marketing surveillance information to enable product recalls, repairs, or replacement. We may disclose healthcare records *except for HIV test results* for the purpose of reporting elder abuse or neglect, provided the subject of the abuse or neglect agrees, or if necessary to prevent serious harm. Records may be released for the reporting of domestic violence if necessary to protect the patient or community from imminent and substantial danger.
- **For health oversight activities.** We may disclose healthcare records *including treatment records* in response to a written request by any federal or state governmental agency to perform legally authorized functions, such as management audits, financial audits, program monitoring and evaluation, and facility or individual licensure or certification. *HIV test results may not be released to federal or state governmental agencies without written permission except to the state epidemiologist for surveillance investigation or to control communicable diseases.*
- **Judicial and Administrative Proceedings.** Patient healthcare records, *including treatment records and HIV test results*, may be disclosed pursuant to a lawful court order. A subpoena signed by a judge is sufficient to permit disclosure of all healthcare records *except for HIV test results*.
- **For activities related to death.** We may disclose patient healthcare records, *except for treatment records*, to a coroner, medical examiner, or funeral director, for the purpose of completing a medical certificate or investigating a death. *HIV test results may be disclosed under certain circumstances.*
- **For research.** Under certain circumstances, and only after a special review approval process, we may use and disclose your health information to help conduct research.
- **To avoid a serious threat to health or safety.** We may report a patient's name and other relevant data to the Department of Transportation if it is believed the patient's vision or physical or mental condition affects the patient's ability to exercise reasonable or ordinary control over a motor vehicle. Healthcare information, *including treatment records and HIV test results*, may be disclosed where disclosure is necessary to protect the patient or community from imminent and substantial danger.
- **For workers' compensation.** We may disclose your health information to the extent such records are reasonably related to any injury for which workers' compensation is claimed.

NOTICE OF PRIVACY PRACTICES (CONT.)

- **For specialized government functions.** We may use or disclose your information for specialized government functions, including as directed by appropriate military authorities if you are a member of the armed forces. We may disclose your information to authorized federal officials for national security and intelligence activities.

Uses and Disclosures of Your Protected Health Information Where You Have a Choice

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, let us know. You have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation

If you are not able to tell us your preference, for example if you are unconscious, we may share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

Capital Cardiology Associates will not make any other use or disclosure of your protected health information without your written authorization. You may revoke such authorization at any time, except to the extent that CCA has taken action before revocation has occurred. Any revocation must be in writing.

Your Rights Regarding Your Protected Health Information

You have the right to submit a written request that restrictions be placed on certain uses or disclosures of your PHI by CCA to carry out treatment, payment, or healthcare operations. We are not required to agree to your request except if you request to restrict disclosure of your PHI to a health plan, if (i) the disclosure is for payment or other health care operations purposes and is not otherwise required by law and (ii) the information pertains solely to a health care item or service for which you, or another person on your behalf, paid us in full. If we do agree to a restriction, we must adhere to the restriction except when your PHI is needed in an emergency treatment situation. In this event, information may be disclosed only to the healthcare providers treating you. Also, a restriction would not apply where we are required by law to disclose certain healthcare information.

You have the right to review and/or obtain a copy of your healthcare records, with the exception of psychotherapy notes or information compiled for use (or in anticipation for use) in a civil, criminal, or administrative action or proceeding. CCA may deny access under other circumstances, in which case you have the right to have such a denial reviewed. We may charge a reasonable fee for copying your records.

You may request that CCA send PHI, including billing information, to you by alternative means or to alternative locations. You may request, in writing, that CCA not send information to a particular address, location, or to contact you only at a specific location, such as your place of employment.

You have the right to request that CCA amend certain portions of your healthcare records, as long as such information is maintained by us. This request must be made in writing, and under certain circumstances may be denied. We will accommodate reasonable requests.

You have the right to request an accounting of disclosures of PHI made by CCA for the six years prior to the date of the request.

You will be notified as soon as we become aware of any breach involving your PHI.

You may complain to us or to the Department of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with the Department at www.hhs.gov/ocr/privacy/hipaa/complaints, or at Office for Civil Rights, Department of Health and Human Services, 200 Independence Avenue, SW, Washington, DC 20201, (877) 696-6775. You may file a complaint with us by notifying our Director of Operations, Capital Cardiology Associates, 7 Southwoods Blvd, 3rd Fl, Albany, NY 12211, (518) 292-6000. We will not retaliate against you for filing a complaint.

Revised 12/2023



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Good Faith Estimate

PATIENTS WHO DON'T HAVE INSURANCE OR CHOOSE NOT TO USE THEIR INSURANCE HAVE A RIGHT TO RECEIVE A "GOOD FAITH ESTIMATE" OF HOW MUCH THEIR MEDICAL CARE WILL COST.

Good Faith Estimate

If you do NOT have insurance or choose not to use your insurance, you have a right to request and receive a Good Faith Estimate of how much your non-emergency health care items and services will cost.

- You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency medical items or services. This includes related costs like medical tests, prescription drugs, medical equipment and hospital fees.
- Make sure your health care provider gives you a Good Faith Estimate in writing at least one business day before your medical service or item is scheduled to be provided. If you schedule a medical service or item to be provided within three days of making the appointment, your health care provider will use reasonable efforts to provide you with a Good Faith Estimate before you are provided with the service or item.
- If you receive a bill that is more than \$400 more than the Good Faith Estimate provided to you, you can dispute the bill.
- Be sure to save a copy or take a photo of the Good Faith Estimate that was provided to you. For more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises or call 1-800-985-3059.

DISCLAIMER

This Good Faith Estimate shows the estimated costs of items and services that are reasonably expected for your health care needs. The estimate is based upon information known at the time the estimate was calculated and is **NOT** the final overall total charge for the items and services.

The Good Faith Estimate does **NOT** include any unknown or unexpected costs that may arise as part of the course of care that must be scheduled separately, such as rehabilitation therapy or other post-treatment items or services.

If and when such additional items and services are scheduled, you may request a separate Good Faith Estimate for those items and services.

The Good Faith Estimate provided to you is **NOT** a contract and does **NOT** require you to obtain the items and services from any of the providers or facilities identified on the Good Faith Estimate.



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Dispute Resolution

If your final bill is more than \$400 more than the Good Faith Estimate provided to you for any provider or facility, you have the right to dispute the bill.

If you choose to dispute your bill, you must contact the health care provider or facility to let them know the billed charges are higher than the Good Faith Estimate. You may ask them to update the bill to match the Good Faith Estimate, negotiate the amount or ask if financial assistance is available to help you pay the bill.

If you are not satisfied, you may begin a dispute resolution process through the U.S. Department of Human Services.

If you choose to use the dispute resolution process, you must start that process within 120 calendar days (about four months) from the date on the original bill.

If you start a dispute resolution process, the provider or facility may not send your disputed bill to collection or threaten to do so. If the bill has already been sent for collection before you elect to dispute it, the provider or facility must stop all collection activities and suspend all late fees until the dispute is resolved. The provider or facility may not retaliate against you for disputing your bill.

There is a \$25 fee to use the dispute resolution process. If you win the dispute, you will have to pay the amount on the Good Faith Estimate, reduced by the \$25 fee. If the Selected Dispute Resolution entity does not agree with you and you lose the dispute, you will have to pay the bill, and your \$25 fee will not be reimbursed to you.

To learn more about the dispute resolution process or get a form to start a dispute, visit www.cms.gov/nosurprises/consumers or call 1-800-985-3059.

If you have questions or need more information about your right to a Good Faith Estimate or dispute process, visit www.cms.nosurprises/consumers, email FederalPPDRQuestions@cms.hhs.gov or call 1-800-985-3059.

BE SURE TO KEEP A COPY OF YOUR GOOD FAITH ESTIMATE IN A SAFE PLACE. YOU MAY NEED IT IF YOU ARE BILLED A HIGHER AMOUNT.



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Financial Policy

Capital Cardiology Associates (CCA), is dedicated to providing the best possible care for you and we want you to completely understand our financial policies.

1. Your insurance policy is a contract between you and your insurance company. As a service to you, CCA will file your insurance claim if you assign the benefits to the doctor – in other words, you agree to have your insurance company pay the provider (CCA) directly.
2. CCA has made prior arrangements with many insurance companies and other health plans to accept an assignment of benefits. CCA will bill them, and you may be required to pay a co-payment at the time of your visit. Failure to pay your co-payment at the time of your visit may result in a service charge to you.
3. If you are insured by a plan that we do not have a prior arrangement with (CCA physician is considered "Out-of-Network", we will prepare and send the claim for you on an unassigned basis. This means the insurer will send the payment directly to you. Therefore, you will be responsible for the complete charge. Payment is due upon receipt of a statement from our office.
4. Not all insurance plans cover all services. In the event your insurance plan determines a service to be "not covered", you will be responsible for the complete charge. You may request a Good Faith Estimate of services in advance of your visit. Payment is due at the time of service or upon receipt of a statement from our office.
5. If your insurance plan requires a referral, please obtain one from your primary care physician and bring it to your appointment. Without a valid referral, your insurance plan will not allow us to treat you.
6. We will bill your insurance company for all services provided in the hospital. You are responsible for any balance due upon receipt of a statement from our office.
7. If you are unable to supply CCA with current proof of insurance, an active referral, CCA is unable to obtain a prior authorization for a procedure or test, or CCA is considered an Out-of-Network provider and may not pay for services, and you still wish to be seen by CCA, you will be asked to sign a Financial Waiver assuming responsibility for any portion of the service that the insurance carrier does not pay.
8. Capital Cardiology Associates will accept Visa, Master Card, Discover, and American Express credit cards. Our Billing Department will also work with you to create a payment schedule. Payment may be made in person, via mail, online from our website, or via phone to our billing department.



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No-Show, Cancellation & Late Policy

- Appointments must be canceled or rescheduled **within 24 hours prior to the scheduled appointment time.**
- After the first no-show, you will receive a phone call reminding you that you missed your appointment and will be given the opportunity to reschedule.
- You will be charged a \$40 no-show fee. Exceptions to this will be made on a case by case basis.
- Your provider will be apprised of continued no-show appointments and will decide if it is appropriate to be recommended for treatment elsewhere.
- If you are more than 15 minutes late for your scheduled appointment, your scheduled provider may not be able to see you, and you may get charged a no-show fee.
- We understand that emergencies and unforeseen circumstances do arise. These situations will be considered on a case-by-case basis.

To cancel or reschedule an appointment, please call 518-292-6004



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Patients Rights and Responsibilities

Your Rights as a Patient

1. **Medical Care.** Patients have a right to quality care and treatment that is consistent with available resources and generally accepted standards.
2. **Respectful Treatment.** Patients have the right to considerate and respectful care, with recognition of personal dignity, psychosocial, spiritual, and cultural values and belief systems.
3. **Privacy and Security.** Patients have rights, defined by federal law, to reasonable safeguards for the confidentiality, integrity, and security of their protected health information.
4. **Provider Information.** Patients have the right to receive information about the individual(s) responsible for providing care, treatment, and services.
5. **Explanation of Care.** Patients have the right to an explanation concerning their diagnosis, treatment, procedures, and prognosis of illness in terms that are easily understood. Patients have the right to authorize another individual to receive this information.
6. **Informed Consent.** Patients have the right to any and all necessary information in non-clinical terms to make knowledgeable decisions on consent or refusal for treatments, or participation in clinical trials or other research investigations as applicable. Such information is to include any and all complications, risks, benefits, ethical issues, and alternative treatments as may be available.
7. **Filing Grievances.** Patients have the right to make recommendations, ask questions, or file complaints to Capital Cardiology Associates, Director of Operations, 7 Southwoods Blvd, Albany, NY 12211.
8. **Safe Environment.** Patients have the right to care and treatment in a safe environment.
9. **Transfer and Continuity of Care.** When medically necessary, patients may be transferred to another facility such as a hospital. Patients have the right to request transfer of care to another practice, including the transfer of records.
10. **Charges for Care.** Patients have the right to understand the charges for their care and their obligation for payment.
11. **Advance Directive.** Patients have the right to make sure their wishes regarding their healthcare are known through an advance directive even if they are no longer able to communicate or make decisions for themselves.

Your Responsibilities as a Patient



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ZERO TOLERANCE POLICY

Threats and/or aggressive behavior, either violent or verbally abusive, will not be tolerated and will result in you being discharged from the Practice, and in extreme cases the Police will be contacted.

Behaviors found unacceptable include:

- Physical violence towards any staff member, patient, or visitor.
- Throwing items in anger on the ground or towards any person.
- Using bad, profane language or swearing/cursing at patients, visitors or staff.
- Verbal abuse towards the staff in any form, including verbally insulting the staff.
- Racial abuse and sexual harassment will not be tolerated.
- Causing damage/stealing from the Practice's premises, staff, or other patients.
- Obtaining drugs and/or medical services fraudulently.



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Additional Policies

Medication History

Capital Cardiology shares and receives medication history with a secure electronic exchange that allows pharmacies and other physicians to know the medications prescribed by your physicians. This information is Protected Health Information and is covered under HIPAA. The purpose of this exchange is to avoid costly duplication of prescribed medications as well as to get an accurate list of medications that you take. All medications are taken in consideration when determining your treatment plan.

Assignment of Benefits

Capital Cardiology Associates will bill all insurance plans on your behalf. By allowing us to receive payments directly from insurance plans, also known as assignment of benefits, we will adjust your account appropriately and only bill you for the portion of services that insurance does not cover after insurance payment.

You may revoke the assignment of benefits to Capital Cardiology. However, your insurance will send payment for our services to you with the expectation that you will pay Capital Cardiology Associates for the entire amount.

Imaging Locations

For your convenience, CCA offers many imaging services at our various locations. However, you have the right to have your imaging services done at any location of your choosing. Please see the list of the other imaging locations in our area on the next page.