

# Las Vegas Pediatric Urology

## Patient Authorization and Agreement to Office Policies and Fees

DISCLOSURE: Andrew H. Hwang, M.D., Prof. LLC, dba Las Vegas Pediatric Urology (LVPU), is a solely-owned for-profit professional Limited Liability Company that provides Pediatric Urology services to the community. Dr. Hwang has a minority financial interest (<5%) in Affinity Surgery Center.

I hereby authorize LVPU to furnish my insurance carrier(s) with all information upon their request concerning my illness or injury and/or illness or injury of my dependent listed above. I agree to respond to any additional information that the insurance company may request in a timely manner.

I hereby assign to LVPU all payments from my insurance carrier(s) to which I am or my dependent is entitled for medical and/or surgical expenses related to the services rendered. I understand that LVPU bills the insurance as a courtesy service for me. I agree to provide accurate and complete information in a timely manner. If my failure to do so results in payment of the claim being denied or delayed more than 90 days from the date of service, LVPU reserves the right to collect the balance in full from me. If I am unable to pay or cannot be contacted, the bills may be sent to a collection agency. In such a scenario, I will be responsible for attorney's fees, collection expenses and interests, in addition to the payment owed for medical services. I also understand that an account in collections may be listed with local and national credit bureaus. I agree to review the Explanation of Benefits from my insurance plan and contact the LVPU billing office as needed for refund of excess payments. I understand refunds may be subject to a 5% deduction for processing cost.

I understand that all co-payments, co-insurances, deductibles and charges for services not covered by my insurance may not represent full payment and are payable at the time service is rendered. I may be billed a service charge of \$10 if it is paid later. LVPU accepts cash, personal checks, and all major credit cards. I agree to pay a \$25 penalty charge for each dishonored check. Unpaid and returned checks may be sent to the District Attorney's Bad Check Diversion Unit. Payment plans can be arranged for balances greater than \$500; I agree to pay off the balance in five (5) or fewer payments within 6 months and to have my credit card securely stored for recurrent payments. All payments are due within 30 days of the statement date.

I understand that I will be charged a fee of \$30 (or current legal limit) for FMLA, Disability, Jury Duty and other extended forms filled out by Dr. Hwang. FMLA and Disability forms will be completed only after all balances have been paid. School or work excuses and permission notes for office visits and surgeries are free of charge.

I understand that certain lab tests may be sent to, or ordered to be done at, an outside laboratory that is not affiliated with this practice and I will be billed separately by the laboratory for those charges; Las Vegas Pediatric Urology is not responsible for such charges.

I understand that the office may request my permission to search my belongings such as bags, carrier or stroller for items missing in the exam room.

### MISSED APPOINTMENT FEES

I understand that surgery scheduling requires extensive coordination amongst the surgeon, the anesthesiologist, the hospital or surgery center, and if needed, third party equipment companies. Some insurance companies may require prior authorization that can be very time-consuming to obtain. Failure to appear at the designated date and for surgery results in lost time and resources for all providers, and delays surgery for other patients.

I understand that failure to cancel or reschedule a **surgery** appointment at least 72 hours prior may result in a \$150 fee billed to me that is not covered by my insurance. It may also result in my dismissal from the practice.

I understand that a parent or an authorized legal guardian (e.g. court-appointed caseworker, court-appointed foster parent) must be present to sign treatment consents for office visits, surgery, hospital admission, and anesthesia.

I understand that I may be charged \$50 for no-show to an **office** appointment unless a 72 hour notice is given.

## **MEDICAL RECORDS REQUESTS**

All requests for the release of records must be submitted to our office in writing via text, email, fax, or regular mail. Please allow 10 to 14 business days for all requests for medical records to be processed. Urgent requests by another medical provider are usually processed within the same or next business day by fax. Please note that records released to attorneys, insurance companies, or any party other than another doctor's office may be subject to a fee allowed by current law to be remitted upon receipt of medical records. The cost of notary, mailing postage and handling are charged extra.

All requests for restriction of use and disclosure of medical records must be in writing and the name of the recipient must be specified by the patient of legal age or the legal guardian of the patient.

## **NOTICE OF PRIVACY POLICY**

In general, the HIPAA privacy rule gives individuals the right to request a restriction on uses and disclosures of their protected health information (PHI). The individual is also provided the right to request confidential communication or that PHI may be communicated by alternative means, such as sending correspondence to the individual's office instead of the individual's home.

1. The privacy rule generally requires healthcare providers to take reasonable steps to limit the use of disclosure and requests for PHI to the minimum necessary to accomplish the intended purpose. The provisions do not apply to uses or disclosures made pursuant to an authorization request by the individual.
2. Healthcare entities must keep records of PHI disclosures (e.g. electronic transmission records).
3. Uses and disclosures for Treatment, Payment or Operations may be permitted without prior consent in an emergency.
4. We never sell or release your PHI to third parties.
5. We only use your PHI for the purpose of patient care and billing.
6. Though we make our best effort to protect your data, given the prevalence of malicious hacking, we make no guarantee on the safety of the data and do not provide financial compensation for data breach.

## **AUTHORIZATION FOR THE RELEASE OF PROTECTED HEALTH INFORMATION**

This section authorizes the release of Protected Health Information pursuant to 45 CFR Parts 106 and 164.

I authorize LVPU to release contents of medical records to my insurance company for purposes of billing and collecting as requested.

My PHI may be disclosed by employees or business associates of LVPU for the purposes of treatment, obtaining payment, or supporting the day-to-day health care operations of the practice.

I acknowledge that I have the right to revoke authorization at any time and that it must be requested in writing, and I understand that any use or disclosure that has already occurred prior to the date on which revocation of consent is received will not be affected and may no longer be protected by Federal Privacy Law.

I may request online access to my personal health records through the electronic health record (EHR) system (PracticeFusion).

I authorize LVPU to contact me by all means of communication based on the information I have furnished to the practice. These may include EHR, email, text messaging, regular mail, or fax, to cell, home, or work phone numbers and addresses.

This authorization will remain in effect until terminated in writing by the patient or legal patient representative.

I understand that all requests for release of my PHI must be in writing and will only be released upon verification of my authorization either by direct contact or verified written authorization with copies of a legal identification card.

## **SERVICE LIMITATIONS**

Las Vegas Pediatric Urology reserves the right to refuse service to anyone, including but not limited to the following reasons: medical conditions outside of practice scope, non-contracted health insurance, non-compliance with medical treatment or follow up, delinquency in payment, disruptive or disrespectful language or behavior, verbally or physically abusive behavior, very poor hygiene, inappropriate attire, theft, etc. All weapons are strictly prohibited within the premises.

## **NON-DISCRIMINATION PRACTICES**

Las Vegas Pediatric Urology does not discriminate based on race or ethnicity, national origin, citizenship status, religion, mental or physical disability, age, sex, or sexual orientation.

Sign language interpreters are provided through ASL Anywhere for free to Nevada residents thanks to the Nevada Mobile Communication Access Project. Please install the app on your electronic device and use it during your medical visits. Instructions on applying for and installing the app is available through: <https://aslanywhere.com/states>  
Individuals with hearing impairments may also benefit from transcription apps and texting.

Many Nevada health plans also provide interpreter services.

Contact numbers:

Anthem 1-844-396-2329

Molina 1-888-665-4621.

Health Plan of Nevada 1-800-777-1840

Silver Summit 1-844-366-2880

## **Notice to Patients About Open Payments Database**

“The Open Payments database is a federal tool used to search payments made by drug and device companies to physicians and teaching hospitals. It can be found at <https://openpaymentsdata.cms.gov>.”

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## A BRIEF LOOK AT ARBITRATION FOR THE PATIENT

### **Introduction**

Arbitration is an alternative dispute resolution procedure that has been endorsed by such groups as the California Medical Association, and noted to be a favored method of resolving disputes by the United States Supreme Court.

If you are unfamiliar with arbitration in general, the information included here provides some of the basic principles of arbitration.

### **What Is Arbitration?**

Arbitration is an alternative way of resolving disputes. Instead of taking your disagreement through the long and expensive process of court litigation, you and your doctor agree in advance to submit any disputes to an arbitrator for his or her determination. The arbitrator is selected from among the numerous retired judges who are available and qualified to serve on these matters, and is mutually agreed upon by both you and the doctor. After a hearing, which is usually less formal than a court proceeding, the arbitrator makes the decision ("award"). Although the procedures are different, generally the same laws and same measure of damages which apply in court proceedings also apply in arbitration.

### **Does Arbitration Prevent You From Making A Claim?**

No. By selecting arbitration as the means to resolve a disagreement, all you are essentially doing is moving the claim to a different forum (i.e., from a jury to an arbitrator) to hear and ultimately decide your claim.

### **Does It Prevent You From Obtaining A Financial Award?**

No. Arbitration does not restrict or prevent you from obtaining a financial award in any manner. If the arbitrator accepts and agrees with your claim, he or she will determine a damage award.

The United States Supreme Court has, in fact previously held that arbitration is strongly favored as an expeditious and economical alternative to the court system.

### **May I Be Represented By An Attorney Of My Choice?**

Yes. Any party to arbitration may be represented by an attorney of his or her choice, at his or her own expense. The arbitrator will hear the facts and decide the matter whether or not the parties are represented by lawyers.

### **Who Is Bound By This Agreement?**

If you choose to sign the arbitration agreement, you will be agreeing to bind yourself and anyone who could bring suit in connection with treatment or services provided to you by the doctor. If you sign on behalf of a family member or some other person for whom you have responsibility, you will bind that person as well as anyone who could sue in connection with treatment or services provided to that person by the doctor. Likewise, the doctor or anyone suing on behalf of a doctor is bound.

### **What Does Arbitration Cost?**

In general, arbitration is less expensive than court actions. The arbitrator's fees are ordinarily shared equally by the parties. The amount of those fees will depend upon the complexity and length of the case.

### **If Either Party Does Not Like The Arbitration Result, Could There Still Be A Jury Trial In Court?**

Generally, the answer is "No". The whole purpose of arbitration is to avoid the expense, delay and inconvenience of going to court. Arbitration awards may be reviewed, and potentially reversed ("vacated") by a court in limited circumstances.

### **A Message To Our Patients About Arbitration**

The attached contract is an arbitration agreement. By signing this agreement we are agreeing that any dispute arising out of the medical services you receive is to be resolved in binding arbitration rather than a suit in court. Lawsuits are something that no one anticipates and everyone hopes to avoid. We believe that the method of resolving disputes by arbitration is one of the fairest systems for both patients and physicians. Arbitration agreements between healthcare providers and their patients have long been recognized and approved by the courts.

By signing this agreement you are changing the place where your claim will be presented. You may still call witnesses and present evidence. Each party selects an arbitrator (party arbitrators) who then select a third, neutral arbitrator. These three arbitrators hear the case. This agreement generally helps to limit the legal costs for both patients and physicians. Further, both parties are spared some of the rigors of trial and the publicity that may accompany judicial proceedings.

Our goal, of course, is to provide medical care in such a way as to avoid any such dispute. We know that most problems begin with communication. Therefore, if you have any questions about your care, please ask us.

## Las Vegas Pediatric Urology

### PHYSICIAN-PATIENT ARBITRATION AGREEMENT

**Article I: Agreement to Arbitrate:** It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by Nevada law, and not by a lawsuit or resort to court process except as Nevada law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of binding arbitration.

**Article II: All Claims Must Be Arbitrated:** It is the intention of the two parties that this agreement shall cover all existing or subsequent claims or controversies whether in tort, contract or otherwise, and shall bind all parties whose claims may arise out of or in any way relate to treatment or services provided or not provided by the below identified physician, medical group or association, their partners, associates, associations, corporations, partnerships, employees, agents, clinics and/or providers (hereinafter collectively referred to as "Physician") to a patient, including any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children.

Filing by the Physician of any action in any court by the physician to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim. However, following the assertion of any claim against a physician, including any fee dispute, whether or not the subject of any existing court action shall also be resolved by arbitration.

**Article III: Procedures and Applicable Law:** A demand for arbitration must be communicated in writing by US Mail, postage prepaid, to all parties, describing the claim against the physician, the amount of damages sought, and the names and addresses and telephone numbers of the patient, and (if applicable) his/her attorney. The parties shall thereafter select an arbitrator who was previously a court judge. Both parties agree the arbitration shall be governed pursuant to Nevada Revised Statutes (NRS) 38.206-382.48, 41A.035, .045, .097, .100, .110, .120, 42.005 and .021 and the Federal Arbitration Act (9USC 1-4) and that they have the absolute right to arbitrate separately the issues of liability and damages upon written request to the arbitrator. The parties shall bear their own costs, fees and expenses, along with a pro rata share of the neutral arbitrator's fees and expenses.

**Article IV: Severability Provision:** In the event any provision(s) of this Agreement is declared void and/or unenforceable, such provision(s) shall be deemed severed therefrom and the remainder of the Agreement enforced in accordance with Nevada and Federal law.

**I agree to have any issue of medical malpractice decided by neutral arbitration and am giving up my rights to a jury or court trial.**