

# CEI/CSI/CFI/LTHF

## Patient Service Guidelines

Effective 1/1/2009

**Consent to Treatment:** I voluntarily request and authorize the California Ear Institute, California Sinus Institute, California Face and Laser Institute, and the Let Them Hear Foundation (the “Clinics”) to render care, including diagnostic procedures and medical treatment, by its authorized agents and employees (collectively, “Clinic Personnel”). I acknowledge that no guarantees have been made as to the efficacy of such examination of treatment for my condition, or the condition of the person on whose behalf I am legally authorized to consent to (collectively, the “Patient”). I understand that I have the right to make decisions concerning the Patient’s health care, including the right to authorize or refuse medical and surgical procedures.

**Release of Information:** By signing this document, the Patient is authorizing release of the Patient’s medical records under the following circumstances:

1. To any health, sickness, and accident insurance carrier, workman’s compensation insurers, or any governmental agency which is legally responsible, or which the Clinics have good cause to believe is legally responsible for all or any part of the Clinics charges and/or professional fees.
2. To physicians or health care facilities rendering professional care to the Patient.
3. To any governmental organization responsible for reviewing medical care
4. To Clinic Personnel, from physicians or health care facilities rendering professional care to the Patient

**Cancellation/Missed Appointment Policy:** All patients who fail to arrive for their scheduled appointments or who cancel with less than one business day advance notice will be charged a missed appointment fee. This fee applies to all patients, regardless of their insurance status or insurer.

**Reminder phone calls are a courtesy, and the lack of receipt of a reminder call is not a valid excuse for missed appointments.** Missed appointment fees are NOT covered by insurance, and will be the Patient’s personal responsibility to pay. You will not be able to make future appointments until any outstanding missed appointment fees are paid. Missed appointment fees are as follows:

<b>Hearing Device Center/Vestibular Testing</b>	<b>\$50 for every ½ hour scheduled</b>
<b>LTHF appointments (any type)</b>	<b>\$75 for every ¼ hour scheduled</b>
<b>New Patient Medical Visit (CEI/CSI)</b>	<b>\$150</b>
<b>New Patient Medical Visit (CFI)</b>	<b>\$100</b>
<b>New Patient Non-Physician appointment (any type other than LTHF/HDC/Vestibular)</b>	<b>\$100</b>
<b>All other visits (return medical visit)</b>	<b>\$75</b>

If you miss three appointments, we will cancel any remaining appointments and notify the Patient's referring physician.

**Prior Authorization for Visits to the Clinics:** Patients are responsible for any and all visits to a primary care physician necessary to obtain pre-authorizations for the Patient's regular office visits to the Clinics and associated testing. If the Patient fails to obtain the appropriate authorization and does not cancel the appointment with at least one business day notice, they will be liable for the missed appointment fee as defined above. If the Patient chooses to proceed with the appointment without the authorization, the unauthorized appointment will be treated as cash pay only, and any insurance payment will go to the Patient.

**Payment Guarantee:** Patient agrees to be responsible to the Clinics for all charges resulting from services rendered at their prevailing rates. Patient agrees all bills are due in full upon demand. Should Patient fail to honor this agreement, they agree to pay any collection cost or attorney fees resulting from the collection of my accounts. Patient authorizes the use of all information provided to the Clinics in the Patient Registration form for collection purposes. No granting of extensions or delays on the part of the Clinics in enforcing any of their rights shall in any manner release the undersigned liability. Bad checks will be collected pursuant to California Civil Code § 1719 which allows for up to treble damages.

**Insurer Billing:** The California Ear Institute and California Sinus Institute will bill a primary and a single secondary insurer. Payment responsibility will be transferred to the Patient or Patient's guarantor 90 days after the date of service, regardless of the status of the insurance payment. The Let Them Hear Foundation and the California Face and Laser Institute do not contract with any insurers. Payment for Let Them Hear Foundation and California Face and Laser Institute services is expected the date the service is rendered, and the Patient's primary insurer only will be billed as a courtesy, if applicable.

**Payment Financing:** All costs or fees for treatment or equipment received at the Clinics by Patient through a financing mechanism other than credit cards will be borne by Patient. The use of a financing service by Patient is completely voluntary. Patient acknowledges that fees associated with health care financing services can range from a minimum of five percent to over fourteen percent depending on the amount financed, the length of financing, and the interest rate charged on the financed amount. Patients will receive a 2.5% discount for any payment made to the Clinics for charges related to any service or equipment other than co-pays or deductible made by check, wire transfer, or money order.

**Insurer Denials:** I agree that I will be financially responsible for any services provided to the Patient that any insurer determines to be denied or non-covered for any reason. I consent to Clinic Personnel acting on the Patient's behalf in pursuing any appeals necessary to obtain payment for services where payment is being denied by the insurer. I acknowledge that if Clinic Personnel voluntarily undertake this insurance advocacy on the Patient's behalf that such activities do not constitute legal representation, and that the Patient may retain outside counsel at their own expense to concurrently participate. For Medicare patients, the terms of a valid and fully executed Advanced Benefit Notice will supersede this paragraph.

**Assignment of Benefits:** I hereby assign all rights and privileges and authorize payment directly to the California Ear Institute and California Sinus Institute for any claim filed on the Patient's behalf. I agree this assignment is primary to any assignment given after this date including any cost relative to attorney fees. I also understand that I am financially responsible to the Clinics for charges not covered by this assignment or not paid on a timely basis by the insurance company. Because the Let Them Hear Foundation and the California Face and Laser Institute are not contracted with any insurers and require cash payment at the time of service, any amounts paid by the insurer should go directly to the Patient.

**Assistant Surgeon:** For the Patient's benefit, Clinic Personnel may elect to have an assistant surgeon present at the time of surgery. The assistant surgeon may be a physician, physician's assistant, or nurse practitioner. The usual fee for the assistant surgeon is 25 % of the surgeon's fee. Some insurance carriers do not provide benefits for assistant surgeons. If the patient's insurer denies coverage, the fee will be reduced to \$250, but it will be immediately due and payable in full.

**Arbitration:** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, other than the collection of an amount due on a returned check, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Palo Alto, CA, before an arbitrator. The arbitration shall be administered by the American Arbitration Association (AAA) pursuant to the AAA's Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

**Image Recording:** I understand that CEI is a teaching institution, and that my office visits may be recorded and used for training, educational, or publication purposes. This recording will be anonymous and you will not be identified, or identifiable. I hereby release and hold harmless the CEI, its Boards of Directors, officers, administrators, employees, and producers from any and all liability in connection with the production, distribution, and marketing, including but not limited to retail sales of the digital resources, in whatever form and through whatever media. I cede any and all rights, title, and interest in the digital resources to which I may be entitled by law to CEI, and agree to make no claim for compensation for the uses of my image in the production, distribution, marketing, and/or other activities related to the digital resources.

**Non-Discrimination:** The Clinics are committed to operating within California's Unruh Civil Rights Act as applied to business establishments including medical groups. All patients will receive equal treatment and access to facilities and services regardless of their sex, sexual orientation, race, color, religion, ancestry, national origin, disability, or medical condition.