

Houston Vein and Vascular Policies

Financial Policies

You are financially responsible for the medical services you receive at Houston Vein and Vascular, (hereafter referred to as the "Practice"). Please carefully review this Financial Policy and sign the new patient paperwork you have been provided to indicate your acceptance of the terms this Financial Policy.

Appointments

1. Copayments and Deductibles. Copayments and deductibles for clinic visits are due at the time of service, in accordance with your insurance carrier's plan. If you are unable to make your copayment at the time of service, the Practice reserves the right to reschedule your appointment until such time that you are able to make your copayment.
2. Procedure Prepayment. The Practice may collect your payment for a procedure at the time the procedure is scheduled. Your prepayment is based on an estimate of your expected financial responsibility. We reserve the right to reschedule your procedure until prepayment arrangements have been made. You are responsible for any unpaid balance after your insurance carrier has processed your claim. In the event of overpayment, you may request a refund.
3. Self-Pay. If you do not have health insurance, or if your health insurance will not pay for services rendered by the Practice or if you notify us not to contact or bill your insurance company, you are considered a self-pay patient. Your charges will be based on our current self-pay fee schedule (available at our front desk). Payment is due in full at the time of service.
4. Missed Appointments and Late Arrivals. You may be charged a fee for each incident according to the Public Fee Schedule. These charges are your personal responsibility and will not be billed to any insurance carrier.

Insurance Payments

1. Financial Responsibility. Your insurance policy is a contract between you and your insurance carrier. You are ultimately responsible for payment-in-full for all medical services provided to you. Any charges not paid by your insurance carrier will be your responsibility, except as limited by the Practice's specific network agreement with your insurance carrier, if such an agreement is in place.
2. Coverage Changes and Timely Submission. It is your responsibility to timely inform us of any change to your billing or insurance information. Your insurance carrier places a time limit within which the Practice can submit a claim on your behalf. If the Practice is unable to process your claim within this period due to your providing incorrect insurance information or not responding to insurance carrier inquiries, you will be responsible for all charges.

Understanding Health Insurance Benefits

1. Co-Pay: This is the amount that you will be expected to pay upon check-in for each appointment. Specialist Co-payments may be higher than what you would normally pay for your PCP visits.
2. Deductible: This is an amount designated by your plan that you will pay for covered services each calendar year before your insurance plan begins to pay benefits for certain covered services. If you have a surgical deductible, then procedures such as biopsies, freezing's, wart treatments etc. may be applied towards your surgical deductible.

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3. Co-Insurance: This is the percentage of the visit or procedure that you will be responsible for. If you have a deductible in addition to co-insurance, your deductible must first be met before your insurance will begin to pay.

Once your insurance carrier has processed your claim, you will receive an invoice for any remaining patient responsibility. If you have any questions regarding your benefits, we recommend that you contact your insurance carrier directly to receive your specific coverage details.

Benefits and Authorization

1. Insurance Plan Participation. The Practice has specific network agreements with many insurance carriers, but not all insurance carriers. It is your responsibility to contact your insurance carrier to verify that your assigned provider participates in your plan. Your insurance carrier's plan may have out-of-network charges that have higher deductibles and copayments, which you will be responsible for.
2. Referrals. Referral and prior authorization requirements vary among insurance carriers and plans. If your insurance carrier requires a referral for you to be seen by the Practice, it is your responsibility to obtain this referral prior to your appointment. Although, your referring health care provider, and the Practice, are expressly permitted to disclose your Protected Health Information (PHI) for your treatment, under HIPAA, you have the right to request restrictions on the disclosure of your PHI. Under HIPAA, the Practice is not required to agree with you. As a matter of course, the Practice will inform your referring physician of your patient care plan and progress either by using any secure electronic transmission machine or by an employee of the Practice.
3. Prior Authorization and Non-Covered Services. The Practice may provide services that your insurance carrier's plan excludes or require prior authorization. The Practice, as a courtesy to our patients, will make a good-faith effort to determine if services we provide are covered by your insurance carrier's plan, and, if so, determine if prior authorization for treatment is required. If determined that a prior authorization is required, we will attempt to obtain such authorization on your behalf. Ultimately, it is your responsibility to ensure that services provided to you are covered benefits and authorized by your insurance carrier.
4. Out-of-Network Payments and Direct Insurer Payments. You are personally responsible for all charges. If we are not part of your insurance carrier's network (out-of-network) or your insurance carrier pays you directly, you are obligated to forward the payment or payment proceeds to the Practice immediately.

Account Balances and Payments

1. Reassignment of Balances. If your insurance carrier does not pay for services within a reasonable time, we may transfer the balance to your sole responsibility. Please follow up with your insurance carrier to resolve non-payment issues. Balances are due within 30 days of receiving an initial statement.
2. Collection of Unpaid Accounts. If you have an outstanding balance over 120 days old and have failed to make payment arrangements (or become delinquent on an existing payment plan), we may turn your balance over to a collection agency and/or an attorney for collection. This may result in adverse reporting to credit bureaus and additional legal action. The Practice reserves the right to refuse treatment to patients with outstanding balances over 120 days old. You agree, in order for us to service our account or to collect any amounts you may owe, we may contact you at any telephone number associated with your account, including cellular numbers, which could result in charges to you. We may also contact you by text message or e-mail, using any e-mail address you provide. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device.
3. Returned Checks. You may be charged for returned checks according to the Public Fee Schedule.

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4. Refunds. Refunds for overpayment are processed only after full insurance reimbursement of all medical services has been received. Please contact our billing department at 480-626-1746 to submit a refund request and allow 6 weeks for your request to be processed.
5. Statements. Charges shown by statement are agreed to be correct and reasonable unless protested in writing within 30 days of the receipt.

Additional Fees

1. Medication Refill Requests. All medication refill requests are to be approved by your provider. A fee may be charged according to the Public Fee Schedule for any of the following requests: lost prescriptions; urgent refill/office visit requests (same or next business day); and refills processed after a missed appointment.
2. Medical Records Requests. The Privacy Rule allows you to receive a copy of your personal medical records, billing records and allows the Practice to require individuals to complete and sign an Authorization for Disclosure and Release of Medical Records Form. However, if you are unable to come into one of the Practice's clinics, the Practice will make every accommodation to fulfill your request. A fee may be charged for medical records requests according to the Public Fee Schedule. There is no charge to transfer a copy of your medical records to a new Provider.
3. Other Forms. The Practice will respond (at the provider's discretion) to requests for the completion of certain medical forms (FMLA, Short Term Disability & Temporary Disability Parking Permit) assuming the patient is in good standing and has been active with the Practice for six (6) months consecutively. Other forms not listed may be considered for completion by the Practice. In these cases, the fee will be determined by the Practice manager. All requests require an office visit.

Patient Rights

You have the right to:

1. Be treated with dignity, respect and consideration. You will not be subjected to abuse, neglect, exploitation, coercion, manipulation, sexual abuse, or sexual assault.
2. Exercise these rights without regard to sex, economic status, educational background, race, color, religion, ancestry, national origin, sexual orientation or marital status, or the source of payment for care, also for Privacy and respect.
3. Receive care in a safe setting, free from mental, physical, sexual, verbal abuse or assault, neglect, exploitation, or harassment.
4. Not to be discriminated against based on race, national origin, religion, gender, sexual orientation, age, disability, marital status, or diagnosis.
5. Be free from retaliation for submitting a complaint to the Department of Health or any other entity.
6. Be free from restraints and seclusion of any form except for medically necessary under the order of your physician.
7. No misappropriation of personal and or private property by any member of staff of this outpatient treatment center.
8. To receive treatment that supports and respects individuality, choices, strengths, and abilities.
9. To receive privacy in treatment and care for personal needs. Full consideration of privacy concerning the medical care plan. Case discussion consultation, examination and treatment are confidential and should be conducted discreetly.
10. You have the right to be advised as to the reason for the presence of any individual.
11. Knowledge of the name of the facility & physician who has primary responsibility for coordinating the care and the names and professional relationships of other physicians and non-physicians who will see you; and the right to change physicians.
12. Receive information about the illness, the course of treatment and prospects for recovery in terms that you can understand.
13. Receive as much information about any proposed treatment or procedure as you may need in order to give informed consent, or to refuse this course of treatment. Except in emergencies, this information shall include a description of the procedure or treatment, the medically significant risks involved in this treatment, alternate courses of treatment or non-treatment and the risks involved in each and to know the name of the person who will carry out the procedure or treatment.
14. Participate actively in decisions regarding medical care. To the extent permitted by law, this includes the right to refuse treatment.
15. To review upon request, your own medical record.
16. Confidential treatment of all communications and records pertaining to the care and the stay in the facility. Written permission shall be obtained before the medical records can be made available to anyone not directly concerned with your care.
17. Reasonable responses to any reasonable requests made for service.
18. Leave the facility even against the advice of a physician.
19. Reasonable continuity of care and to know in advance of the time and location of appointment as well as the identity of persons providing the care.

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20. Be advised if the facility physician proposes to engage in or perform human experimentation affecting care or treatment. You have the right to refuse to participate in such research projects.
21. Be informed of continuing health care requirements following discharge from the facility.
22. Examine and receive an explanation of the bill regardless of source of payment.
23. Know which facility rules and policies apply to your conduct as a patient.
24. Have all patients' rights apply to your representative, surrogate or the person who may have legal responsibility to make decisions regarding medical care on your behalf.
25. Be advised if your treating physician does not carry current liability insurance.
26. Upon request, be informed of the physician credentialing process conducted at the facility.
27. A grievance procedure is available to all patients and visitors of the facility. In the event you feel we have not satisfactorily met your needs, or you have any complaints or concerns regarding your experience at the facility, please feel free to contact our Compliance Officer at 832-350-7260.
28. Further complaints and grievances should be addressed to: The Medicare Beneficiary Ombudsman, <https://www.medicare.gov/claims-appeals/your-medicare-rights/get-help-with-your-rights-protections> (phone 1-800-633-4227, TTY Users 1-877-486-2048) or Texas Department of State Health Services, 1100 West 49th St, Austin, TX 78756-3199, Tel: (513) 776-7111 Toll-free: 888-963-7111.

Privacy Practices

This notice describes how medical, drug or alcohol related information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

We are required by law to maintain the privacy and confidentiality of information about you, your health and health care, and payment for the services we provide you. Information regarding your health care, including payment for your care, is protected by The Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

Your Rights:

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get an electronic or paper copy of your medical record.

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, within 15 working days of your request.
- We may charge a reasonable, cost-based fee.

Ask us to correct your medical record.

- You can ask us to correct health information about you that you think is incorrect or incomplete.
- We may say "no" to your request, but we'll tell you why in writing within 60 days.

Request confidential communications.

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say "yes" to all reasonable requests.

Ask us to limit what we use or share.

- You can ask us not to use or share certain health information for treatment, payment or our operations. We are not required to agree to your request, and we may say no, if it would affect your care.
- If you pay for a service or healthcare item out of pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say yes unless a law requires us to share, we that information.

Get a list of those with whom we have shared information.

- You can ask for list (accounting) of the times we have shared your health information for six (6) years prior to the date you ask, who we shared with and why.
- We will include all the disclosures except for those about treatment, payment, health care operations, and certain disclosures (such as any you asked us to make). We'll provide one (1) accounting per year for free but will charge a reasonable, cost-based fee if you ask for another one within twelve (12) months.

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Get a copy of this Privacy Notice.

- You can ask for a paper copy of this Notice at any time, even if you have agreed to receive the Notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you.

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has the authority and can act for you before we take any action.

File a complaint if your feel your rights are violated.

- You have a right to complain if you feel we have violated your rights by contacting our Privacy Officer at 832-350-7260 or by sending a letter to:

ADMINISTRATOR
Houston Vein and Vascular
6565 West Loop South Suite 110
Bellaire, TX 77401

- You can file a complaint with the U.S Department of Health and Human Services, Office for Civil Rights, by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, or calling 1-877-696-6775, or visiting <https://www.hhs.gov/hipaa/filing-a-complaint/what-to-expect/index.html>
- We will not retaliate against you for filing a complaint.

Right to receive a notice from us if we think your personal health information has been improperly disclosed (often called a “breach”)

We will notify you in accordance with state and federal laws if we discover a breach has occurred which your protected health information has been compromised. If we decide this notice is necessary, it will happen after we do an investigation according to the state and federal laws.

Your Choices

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, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, 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 go ahead and 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.

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In these cases, we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information in the case of fundraising:
 - We may contact you for fundraising efforts, but you can tell us not to contact you again.

Our Uses and Disclosures: How do we typically use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We must meet many conditions in the law before we can share your information for these purposes. For more information see:

<https://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html>

To provide you services and treatment.

Without your consent we can use your health information and share it with other professionals who are treating you.

To operate our business.

Sometimes we have agreements with other organizations that either help us with services or help us with running our business and our agreements allow us to share information. These agreements comply with federal law and require these organizations to treat information the same way we do.

To bill for our services.

Without your consent, we may use your information to bill for our services that we have provided.

Help with public health and safety issues.

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research, respond to audits, investigations or evaluations.

We can use or share your information for health research, audits, investigations or evaluation of our organization.

Comply with the law.

We will share information about you if state or federal laws require it, including with the U.S. Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests.

We can share health information about you with organ procurement organizations.

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Work with a medical examiner or funeral director

We can share health information with a coroner, medical examiner, or funeral director when a patient die.

Address workers' compensation, law enforcement, and other government requests.

We can use or share health information about you:

- For workers' compensation claims.
- For law enforcement purposes or with a law enforcement official.
- With health oversight agencies for activities authorized by law.
- For special government functions such as military, national security, and presidential protective services.

These general rules change if your health information includes anything about alcohol or drug abuse treatment services, and we will tell you about these differences.

Respond to lawsuits and legal actions.

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Working with a health information exchange.

We also share information with a health information exchange ("HIE"). An HIE is a large database that allows us to coordinate with other providers and improve your care. We will talk with you about the HIE, and you can tell us if you don't want your information shared.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: <https://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html>

Changes to the Terms of this Notice

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: www.houvascular.com

Use of Media Policy

Houston Vein and Vascular of Houston actively engages with physicians, hospitals and potential patients on the value of Interventional Radiology as part of our on-going mission to train and educate on safe alternatives for care. In order to do this most effectively we may use imagery taken during procedures to reflect real-world cases. This imagery is always anonymized with all personally identifiable information removed.

Our strict policy on usage to protect our patients means:

- We will never have a Patient's name, or any other identifiable patient information listed or stored with the images.
- We will never reveal a Patient's face, nor will they ever include identifying features or information.

The types of images we capture:

- May be X-Rays, Ultrasound or Non-Identifiable Photographic Images.
- Are taken to document diagnostic and treatment procedures.

The use cases:

- May be used for print, visual or electronic media, including but not limited to scientific presentations, our website, and for purposes of informing the medical profession or general public about the procedure.
- They may also be included in marketing on behalf of Houston Vein and Vascular of Houston to show the value or treatments to potential patients.
- May be published by Houston Vein and Vascular of Houston in research or white papers.

Advance Directive Policy

Because the scope of Houston Vein and Vascular of Houston is limited to elective outpatient surgical procedures, it is the policy of this facility, that any life-threatening situation that arises will be immediately treated with life-sustaining measures. Concurrently, the emergency medical system (EMS) will be activated for emergency patient transport to a hospital facility. The patients right and need to be an active participant in the decision-making process regarding their care is recognized and respected. Acknowledgement of this policy does not revoke or invalidate any current health care directive or health care power of attorney.

If you have an executed advance directive, living will, and/or power of attorney please bring a copy to the facility on the day of treatment to be placed in your medical record. If you would like more information on advance directives, please refer to information below or ask a staff member the day of your treatment.

Resources to help you to create an Advance Directive:

This webpage, hosted by the U.S. Living Will Registry, provides a state-by-state list, with links to state specific websites that provide free advance directive forms. <http://uslwr.com/formslst.shtm>

This webpage provided by the American Bar Association provides a great tool kit, which contains a variety of self-help worksheets, suggestions, and resources. There are 8 tools in all, each clearly labeled and user-friendly. The tool kit does not create a formal advance directive for you. Instead, it helps you do the much harder job of discovering, clarifying, and communicating what is important to you in the face of serious illness.

https://www.americanbar.org/content/dam/aba/administrative/law_aging/2020-tool-kit-hcap.pdf