

NOTICE OF PRIVACY PRACTICES

This notice describes how medical information about you may be used and disclosed, and how you can access this information. PLEASE REVIEW CAREFULLY. **PLEASE KEEP FOR YOUR RECORDS.**

Dr. Kim-Chi Vu knows that the information we collect about you and your health is private. Dr. Vu is required by Federal and State law to protect this information. The information in this notice tells you how we may use or disclose information about you. Not all situations are described. We are required to give you notice of our privacy practices regarding the information we collect and keep about you.

Dr. Vu may use and disclose information without your written authorization under the following circumstances:

- Treatment- We may use or disclose information with health care providers who are involved in your treatment or care. Information may be shared to carry out a plan for your diagnosis and treatment.
- Payment- We may disclose information to receive payment or to pay for health care services you receive. Information may be provided to your health plan for billing purposes.
- Appointments and Test Results- We may send you reminders for your medical care and results of medical testing we may order in the course of your treatment.
- State or Federal Requests- We may use and disclose information when required by federal or state law, or by a court order.
- Abuse- Information required by law to report suspected abuse may be disclosed to appropriate government agencies.
- Government Programs- Information for public benefits under government programs, such as Supplemental Security Income (SSI).
- To Avoid Harm- Information to law enforcement agencies to avoid serious threat to the health and safety of persons or the public.
- Family- We may disclose information to your family or others who are involved in your medical care. **YOU HAVE THE RIGHT TO OBJECT TO THE SHARING OF INFORMATION IN THIS SITUATION.**
- Responsibility – Your healthcare is your own. We encourage you to ask questions and take responsibility for your health and healing.
- Release of Information – If you request we submit Dr. Vu's notes to a third party other than another a physician's office we require that you sign a release.
- Request for Restriction on Use and Disclosure – If you have a restriction you wish The Vu Center to be aware of we will provide you with a form to sign. Please see a staff member.

Other uses and disclosures require your written authorization. At your request you will be given a Request for Restriction, Use and Disclosure of Health Information form to complete. You may cancel this authorization at any time in writing.

You will be asked to sign acknowledgement of this disclosure. We thank you for your cooperation in protecting your privacy.

BILLING STATEMENTS

Your services have been provided for you by the staff of The Vu Center for Plastic and Hand Surgery, PC. Please note that we make every effort to assist you with your billing and submit your billing accordingly based on financial status relating to your injury. Following is our guidelines of how the billing is process and submitted.

WORKMANS COMP INSURANCE

1. If your date of services is related to workman's comp injury, we will submit the HCFA billing form as soon as we receive a claim number from your WC insurance. To expedite the process, we encourage you to remind you employer to submit the work injury incident report to your insurance carrier as soon as possible in order for them to issue you a claim number. Without a claim number we cannot submit your bill and may further delay the process.
2. You will not be financially responsible for any outstanding bill, as long as the workman's comp insurance accepted your claim. If your claim is denied, then you are financially responsible for the bill. We will then send you a billing statement.

MEDICAL INSURANCE

1. We will submit the billing to your primary and secondary insurance first before you receive a billing statement from The Vu Center, PC.
2. If you have primary and / or secondary insurances, please provide us with all the appropriate information from your insurance card, so we can process your claim as smoothly as possible.
3. Please note that we may not be a provider for your insurance.
 - A. In an **EMERGENCY** basis: If you were seen in the emergency room or in the hospital and services were provided for you in an emergency basis, we will bill your insurance first, whether or not we are a provider for your insurance. We do not know what insurance status you have in an emergency situation. Dr. Vu was asked to see you for your emergency situation, and services were provided based on your injury.
 - B. If we are not a provider for your insurance, then we will submit the billing to your insurance first, then any amount that is **NOT COVERED** by your insurance will be your financial responsibility. After we receive any payment from your insurance then you will receive a billing statement The Vu Center for Plastic and Hand Surgery, PC for the remainder of your billing.
 - C. If you disagree with any of your billing, we will help you to resolve any matter possible. However, you should also be proactive and dispute with your insurance as well regarding your coverage.
4. If we are a provider for your insurance, the claim will be submitted and you will be responsible for all **co-pays, co-insurance, or deductible that have not been met, in addition for any denied or uncovered procedures that is not paid by your insurance it will be your responsibility. If you have an deductible that has not been met or a coinsurance we require you to pay \$25.00 at each appt. This is NOT a co-pay. If you have a co-pay you will pay that instead.**
5. If you were referred to see us or wish to be seen in an elective basis and we are not a provider for your insurance, please note that we will submit the bill to your insurance but there is no guarantee that your bill will be covered, depending on what kind of insurance you have and whether or not you have an out of network provider coverage. You should always check with your insurance carrier regarding your benefits. Any portion not covered by your insurance will be billed to you and you will then receive a billing statement from us.

SELF PAY / NON INSURED

1. You are financially responsible for any services provided to you by Dr. Vu, whether it was performed in the hospital, emergency room or in the clinic.

ALL PATIENTS (INSURED/WORKMAN'S COMP/PERSONAL INJURY/SELF-PAY/NON INSURED)

1. If we have not receive any payment from you after TWO billing statement cycles, you will receive a warning regarding submitting your claim to **COLLECTIONS AGENCY, in your THIRD billing statement.** If we have not received any payment after the third billing statement, then your claim will be sent over to collections agency, small claims court, or referred to an attorney for collections. The undersigned or representative responsible for patient shall be responsible for paying any attorney's fees and collection expenses accrued during the process.
2. We have a payment plan available to assist you with your billing. We try to make every effort to help ease some of your financial burden.
3. If you have any change of address or change in phone numbers, you are responsible to notify us immediately, so we do not have any confusion with your billing to avoid sending to collections.
4. **All outstanding balances will have a reoccurring administrative fee of \$25.00 per month. You are able to dispute the charges after the entire principal balance is paid in full, but it is on a case by case basis. Please speak to your billing representative for further questions.**
5. *There will also be a \$25.00 collection fee, in addition to balance if account gets transferred to collection agency.*

I have read the above billing guidelines and acknowledge the financial responsibility as outlined above based on my medical coverage, and will assume any financial responsibilities and consequences for services provided by the staff The Vu Center for Plastic and Hand Surgery., P.C.

Patient Printed Name

Patient Signature

Date

AGREEMENT AS TO RESOLUTION OF CONCERNS

“I”, “Patient/Guardian” shall be understood to mean _____
Patient Name

“Physician” shall be understood to mean Kim-Chi Vu, MD.

I understand that I am entering into a contractual relationship with the physician for professional care. I further understand that meritless and frivolous claims for medical malpractice have an adverse effect upon the cost and availability of medical care to patients and may result in irreparable harm to a medical provider. As additional consideration for professional care provided to me by the physician, I, the Patient/Guardian, agree not to initiate or advance, directly or indirectly, any meritless or frivolous claims of medical malpractice against the Physician.

Should I, initiate or pursue a meritorious medical malpractice claim against Physician, I agree to use as expert witnesses (with respect to issues concerning the standard of care), only physicians who are board certified by the American Board of Medical Specialties in the same specialty as the Physician. Further, I agree that these physicians retained by me or on my behalf to be expert witnesses will be members in good standing of the American Society of Plastic Surgeons.

I agree the expert will be obligated to adhere to the guidelines or code of conduct defined by the American Society of Plastic Surgeons.

I agree to require any attorney I hire and any physician hired by me or on my behalf as an expert witness to agree to these provisions.

In further consideration, Physician also agrees to exactly the same above-referenced stipulations.

Each party agrees that his/her counsel shall have the right and be free to depose the other party’s expert witness(es) at least 120 days before any scheduled trial date.

Each party agrees that a conclusion by a specialty society affording due process to an expert will be treated as supporting or refuting evidence of a frivolous or meritless claim.

Patient/guardian and physician agree that this Agreement is binding upon them individually and their respective successors, assigns, representatives, personal representatives, spouses and other dependents.

Physician and patient/guardian agree that these provisions apply to any claim for medical malpractice whether based on a theory of contract, negligence, battery or any other theory of recovery.

Patient/guardian acknowledges that he/she has been given ample opportunity to read this agreement and to ask questions about it.

Physician

Patient/Guardian Signature

Effective from Date of Treatment:

Date of Signature

MUTUAL AGREEMENT TO MAINTAIN PRIVACY

Kim-Chi Vu, MD, PC agree to maintain Privacy of _____ as outlined in the HIPAA form. The Physician takes pride in being able to extend a greater degree of privacy than is required by HIPAA, state confidentiality mandates, and common law.

Patient Name

Federal and State privacy laws are complex. Unfortunately, some medical offices try to find loopholes around these laws. For example, HIPAA forbids physicians from receiving money for selling lists of patients or protected health information to companies to market their products or services directly to patients without authorization. Some medical practices, though, can lawfully circumvent this limitation by having a third party perform the marketing. While personal data is never technically in the possession of the company selling its products or services, the patient can still be targeted with unwanted marketing information. Physician believes this is improper and may not be in the patients' best interest. Accordingly, Physician agrees not to provide any list for marketing or be paid for selling patient lists or protected health information to any party for the purpose of marketing directly to patients. Regardless of legal privacy loopholes, Physician will never attempt to leverage its relationship with Patient by seeking Patient's consent for marketing products for others.

In consideration for treatment and the above noted patient protection, Patient agrees to refrain from directly or indirectly publishing or airing commentary upon Physician and his practice, expertise and/or treatment unless explicitly mandated by law. Publishing is intended to include attribution by name, by pseudonym, or anonymously. Physician has invested significant financial and marketing resources in developing the practice. In addition, Patient will not denigrate, defame, disparage, or cast aspersions upon the Physician; and (ii) will use all reasonable efforts to prevent any member of their immediate family or acquaintance from engaging in any such activity. Published comments on web pages, blogs, and/or mass correspondence, however well intended, could severely damage Physician's practice.

Physician feels strongly about Patients' privacy as well as the practices' right to control its public image and privacy. Both Physician and Patient will work to prevent the publishing or airing of commentary about the other party from being accessed via Internet, blogs, or other electronic, print, or broadcast media without prior written consent. Finally, this Agreement shall be in force and enforceable for a period of five years from Physician's last date of service to Patient. As a matter of office policy, Physician is requiring all patients in its practice sign the Mutual Agreement to Maintain Privacy so as to establish that any anonymous or pseudonymous publishing or airing of commentary will be covered by this agreement for all Physician's patients. Further, this Agreement will survive for a minimum of three years beyond any termination of the Physician-Patient relationship.

Patient and Physician acknowledge that breach of this Agreement may result in serious, irreparable harm. In addition to compensation for consequential damages, Patient and Physician agree to the right of equitable relief (including but not limited to injunctive relief). Should a breach of this Agreement result in litigation, the prevailing party in the litigation shall be entitled to reasonable costs, expenses, and attorney fees associated with the litigation.

Patient has been given the opportunity to ask questions and receive satisfactory and adequate explanations.

Patient Signature

Date

MUTUAL AGREEMENT FOR INTERNET POSTING

The Vu Center for Plastic and Hand Surgery, PC and Dr. Kim-Chi Vu, MD (collectively labeled “Physician”) agree to provide treatment to: _____ (“Patient”).

Patient Name

The Physician takes pride in being able to extend a greater degree of privacy than is required by law.

Federal and State privacy laws are complex. Unfortunately, some medical offices try to find loopholes around these laws. For example, physicians are almost always forbidden by law from receiving money for selling lists of patients or medical information to companies to market their products or services directly to patients without authorization. Even after recent Congressional attempts to tighten this restriction, however, there are still loopholes that some medical practices can use to profit from marketing activities. For example, there are exceptions for drugs currently prescribed to the patient and for recommending items or services covered by the patient’s health plan. More importantly, there is no prohibition against a physician putting his patient on the spot and asking for permission to allow third parties access to information to market to patients, which could authorize essentially unlimited unwanted marketing information. Even to the extent still allowed, Physician agrees not allow others access to use Patient’s medical information for the purpose of marketing directly to Patient. Regardless of legal privacy loopholes, Physician will never attempt to leverage its relationship with Patient by seeking Patient’s permission for a third party to market directly to Patient.

We want your feedback. If our office gets it right, tell us. If we could do something better, tell us. We take quality improvement seriously. While there are scores of “rating sites” in cyberspace, many fail to provide useful information. Let’s get it done right. We can make recommendations as to which sites follow minimum standards for fairness and balance. Just ask us.

Physician has invested significant financial and marketing resources in developing the practice. Nothing in this Agreement prevents a patient from posting commentary about the Physician - her practice, expertise, and/or treatment - on web pages, blogs, and/or mass correspondence. In consideration for treatment and the above noted patient protection, if Patient prepares such commentary for publication on web pages, blogs, and/or mass correspondence about Physician, the Patient exclusively assigns all Intellectual Property rights, including copyrights, to Physician for any written, pictorial, and/or electronic commentary. This assignment shall be operative and effective at the time of creation (prior to publication) of the commentary. Importantly, Physician agrees to abide by a Code of Internet Ethics. What that means: Physician agrees to enforce no rights enabled by the assignment if Patient’s commentary conforms to typical Internet Rating Sites’ Terms of Use (such as Google Maps –see http://www.google.com/help/terms_maps_earth.html). Such terms include, as examples, no obscenity, no personal attacks, and the like. To be clear, constructive commentary, even if negative, helps us build a better practice. The Code of Internet Ethics encourages posting of all constructive commentary, good, neutral, and even, negative.

This Agreement shall be in force and enforceable for a period of five years from Physician’s last date of service to Patient. As a matter of office policy, Physician is requiring that all patients in its practice sign the Mutual Agreement so as to establish that any anonymous or pseudonymous publishing or airing of commentary will be covered by this agreement for all Physician’s patients. Further, this Agreement will survive for a minimum of three years beyond any termination of the Physician-Patient relationship.

Patient and Physician acknowledge that breach of this Agreement may result in serious, irreparable harm. Patient and Physician agree to the right of equitable relief (including but not limited to injunctive relief). Should a breach of this Agreement result in litigation, the prevailing party in the litigation shall be entitled to reasonable costs, expenses, and attorney fees associated with the litigation.

Patient has been given the opportunity to ask questions and receive satisfactory and adequate explanations.

Patient Signature

Date