

## Personal Injury/Accidents

The following policy applies to patients who have sustained an injury or have been involved in an accident and are covered on a health insurance plan provided by:

- Medicare
- Medicaid
- Piedmont Community Health Plan (PCHP)
- Southern Health
- Cigna
- Tricare
- Aetna
- Virginia Premier
- Optima

Our offices **will NOT file** health insurance if the patient has one of the above referenced insurance plans and has sustained injuries in a personal injury accident. We will provide an itemized statement for the patient to file with the third party insurance carrier (car insurance, homeowners, accident insurance, etc.)

Patients will be required to pay their co-pay amount for each visit until the claim is settled and payment is received from the third party carrier.

If the patient would like our office to file with one of the above health insurance plans, we require that the patient provide our office with a letter from the third party carrier stating that no claim for payment has been made and that no future claim for the injury/accident will be made. Upon receipt and confirmation of this letter, the provider will file with the patient's health insurance.

## Patient Financial Agreement

I agree it is my responsibility to provide The Orthopaedic Center of Central Virginia, Inc. with the correct billing information and I consent to the payment of medical benefits to the OCCV and associated medical providers.

I hereby authorize the OCCV to release any medical information to insurance companies and appropriate third parties as determined by the OCCV. A photocopy of these authorizations is to be considered as valid as the original until revoked by me in writing.

Payment is due at the time of service. I agree that I am financially responsible for all charges made to my account whether or not an insurance company, attorney, or other third party payer is involved with payment. I am responsible for all co-payment and co-insurance amounts, non-covered supplies and services and yearly deductibles. The OCCV will file insurance as a courtesy.

If the OCCV participates with your insurance carrier we are contractually required to collect your financial portion at the time of services rendered. Returned checks are subject to a \$50.00 service charge.

I agree to pay all costs of collecting balances including but not limited to: legal fees, court costs, and attorney's fees equal to one third (1/3) of the unpaid balance. In the event my account is turned over to collections, I grant authorization for information to be released regarding my employment status to the OCCV or their collection agency.

If you are **unable to keep a scheduled appointment, and fail to notify our office within 24 hours** of your appointment, a **\$50.00 charge will be placed on your account**. Once this charge is incurred we will be **unable to schedule any future appointments** for you until the balance has been paid.

If you are **unable to keep your MRI, EMG, or Injection appointment, and fail to notify our office within 24 hours** of your appointment, a **\$100.00 charge will be placed on your account**. Once this charge is incurred we will be **unable to schedule any future appointments** for you until the balance has been paid.

## Acknowledgement and Acceptance of Policies & Procedures

I acknowledge receipt and acceptance of the above stated policies and procedures of The Orthopaedic Center of Central Virginia, Inc. I also acknowledge that if I am not in agreement with the fore stated policies it is my responsibility to respond in writing within five (5) business days.

## Patient Feedback Surveys

You may be randomly selected to have a feedback survey mailed to you after your date of service. We welcome any and all feedback you can provide about your visit.

Created on June 3, 2008  
Revised on November 4, 2008; July 10, 2009;  
December 14, 2009; March 2, 2010



## Patient Policies and Procedures

**This notice describes how medical information about you may be used and disclosed and how you can get access to this information. This notice also reveals our policies and procedures regarding your financial obligations to the practice. Please review it carefully.**

## Our Pledge to You

The Orthopaedic Center of Central Virginia, Inc. is dedicated to protecting your medical information. We are required by law to maintain the privacy of protected health information and to provide you with the Notice of our legal duties and privacy practices with respect to protected health information. The Orthopaedic Center is required by law to abide by the terms of this Notice.

If you have any questions, please contact our Privacy Officer, whose contact information is listed on page three (3) of this pamphlet.

## Changes to this Notice

We reserve the right to change the terms of this notice and to make new notice provisions effective for all **protected health information (PHI)** that we maintain. We will provide you with a copy of any revisions of this Notice of Information Practices at the time of your next visit, or at your last known address if there is a need to use or disclose any PHI of the patient. Copies may also be obtained at any time at our offices.

## Notice of Financial Interests

The physicians of The Orthopaedic Center of Central Virginia (OCCV) have a financial interest in the OCCV therapy clinic, the MRI services, Bone Density Testing, Durable Medical equipment supplies, laboratory services, and The Surgery Center of Lynchburg. All patients have a right to choose where they receive services and if you would prefer to choose another option, please let our

staff know. We will work with you regarding appropriate alternative solutions.

### How We May Use and Disclose Medical Information About You

We may use and disclose PHI for **treatment, payment and healthcare operations (TPO)**. Examples of these include, but are not limited to: requested preschool, or sports physicals, referral to nursing homes, foster care homes, home health agencies and/or referral to other providers for treatment. Payment examples include, but are not limited to: insurance companies for claims including coordination of benefits with other insurers and collection agencies. Healthcare operations include, but are not limited to, internal quality control and assurance including auditing of records.

We are permitted or required to use or disclose PHI **without** your consent or authorization in certain circumstances. Two examples are **public health requirements** (community health surveillance or investigation) or **court orders**.

We may also call your home or other designated location and leave a message on voice mail or in person in reference to any items that assist the practice in carrying out TPO, such as **appointment reminders, insurance items** and any call pertaining to your clinical care, including **laboratory results** among others. We may mail any items that assist the practice in carrying out TPO, such as appointment reminders and other correspondence as long as they are marked **Personal and Confidential**.

The OCCV participates with the Virginia Prescription Monitoring Program and we may use this information to review and/or monitor your use of prescription medication.

### Other Uses of Medical Information

We will not make any other use or disclosure of your PHI without your **written authorization**. Such authorization may be revoked at any time. Revocation must be written. We will abide by the terms of this Notice currently in effect at the time of the disclosure.

### Your Rights Regarding Medical Information About You

You, your guardian or personal representative **has the right to request to inspect and/or obtain copies of your medical record.**

You, your guardian or personal representative **has the right to request amendments be made to your medical record.**

You, your guardian or personal representative **has the right to request to receive confidential communications of PHI by alternative means or alternative locations.** Such request must be in writing and the practice must accommodate reasonable requests.

You, your guardian or personal representative **has the right to request reasonable restrictions as to how your health information may be used or disclosed to carry out TPO.**

### Release of Health Information

The request for any medically related form to be completed by this practice will be processed in the manner in which it was received. The completion of forms requires information from the patient's visit but may also require the physicians to address specific questions directly.

Due to the volume of forms received daily please expect approximately 7-10 business days for the form to be completed. Completion of the forms takes time therefore we require payment up front. There is a charge of \$10 for any form that is requested to be completed by the practice unless a representative of the practice deems it appropriate to alter that charge.

A medical release of information must be signed within the preceding year for each company to which the form is being sent if it is not being released to you, the patient. Once the \$10 fee and medical release have been received the form will be processed. If you request the form to be mailed, please provide a stamped, self-addressed envelope.

### Complaints

If you are concerned that your privacy rights have been violated, or you disagree with a decision we made about access to your records, you may contact the Privacy Officer at:

The Orthopaedic Center of Central Virginia, Inc.  
2405 Atherholt Road  
Lynchburg, Virginia 24501  
Telephone: (434) 485-8500  
Fax: (434) 485-8599  
Email: [Privacy.Officer@OCCVA.com](mailto:Privacy.Officer@OCCVA.com)

All complaints will be addressed by the Privacy Officer. It is the policy of The Orthopaedic Center of Central Virginia, Inc. that no retaliatory action will be made against any individual who submits or conveys a complaint of suspected or actual non-compliance of standards.

### Permission to Authorize Treatment

You have a right to choose who may gain access to your personal health information, billing and/or appointment record. The name of the person(s) you give permission to correspond with us regarding appointments, billing and insurance and medical treatment and to receive information about you must be on file at The Orthopaedic Center. In order to obtain information by telephone, the party calling the practice must share your **identifier** with the staff.

### Your Co-Pay

As your healthcare provider, we want you to know the following things about your insurance:

- If your insurance requires a co-pay, we are **required** to collect it;
- If you do not pay your co-pay, you are violating your insurance contract;
- If we participate with your coverage, we must collect the co-pay before each visit. This is a requirement of our agreement with your insurance company;
- If we violate our participation agreement and are not allowed to participate with your insurance company, the cost of services to you will rise;
- **We reserve the right to reschedule your appointment if your co-pay is not paid at check-in.**

Your co-payment was designed by your insurance company to assist in covering the cost of providing health care to you. Please advise your employer if you need additional information about your coverage.