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Supreme Court Upholds Patient's Bill Of Rights (ACA)

Affordable Care Act (ACA) Discount Disclosure: ACA Discount Protects You from Medical Bankruptcies

You and Your Loved Ones No Longer Have To Skip or Delay Needed Healthcare

ACA Discount Is Similar to, But Much Better Than PPO Discount

Dear Patient:

We are very excited to share with you on the most exciting and important Supreme Court decision on the Patient Protection and Affordable Care Act (PPACA, in short, ACA). On June 28, 2012, Supreme Court upheld the constitutionality of Patient Protection and Affordable Care Act (ACA). ACA is also known as Patient's Bill of Rights, a new federal health reform law went into effect on March 23, 2010. ACA now authorizes your health provider, as your Authorized Representative, to appeal all of the improperly denied or delayed healthcare claims by your health plan, and protects your constitutional rights to ACA Accessibility and Affordability Discount and Savings, which are not available to you before.

We offer an Affordable Care Act Discount (ACA Discount) under our Corporate Compliance Policy to anyone who qualifies, on a case by case basis. You only pay what you can afford or are willing to pay for your deductible and co-insurance, as outlined in your plan cost-sharing obligations, only based on your medical need, in relation to your income at the time of the service. Most people may qualify and your satisfaction is guaranteed.

This timely Supreme Court's ACA decision will protect you, your loved ones of your family from medical bankruptcies or having to skip or delay the timely sensitive healthcare, even with PPO discount but still can't afford to pay for high deductible & co-insurance, because PPO discount fails to protect most patients, who can't afford to pay high deductible and co-insurance after having paid for higher premiums, at the critical time when the medical care is needed the most.

According to the AMA and Kaiser reports in June 2012, "Even among people who make \$90,000 or more per year, nearly 40% skipped or delayed care because of cost", even after more than 95% of insured people have received PPO discount.

"Harvard researchers say 62% of all personal bankruptcies in the U.S. in 2007 were caused by health problems-and 78% of those filers had insurance".

About 77% of insured Americans paid for first-class, high quality out-of-network coverage with guaranteed Freedom of Choice of Providers, but are unable to receive the actual care they paid for when they need it the most. Only less than 5% out-of-network claims were filed each year in America, because PPO discount failed to protect patient's rights to choose.

While most people in America don't make more than \$90,000 per year, every American is entitled to the constitutional ACA protections, discount and savings, as constitutionally ruled by Supreme Court on June 28, 2012.

Many provisions of the ACA are designed to improve access and affordability to health care and health insurance. Our ACA Discount Protections are offered to you under HHS and OIG Guidance (http://archive.hhs.gov/news/press/2004pres/20040219.html), and CMS FAQ for Medicare and non-Medicare patients (http://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AcuteInpatientPPS/downloads/FAQ Uninsured.pdf).

While you may still receive letters from your plan telling you about the limited savings from PPO discount, Supreme Court on June 28, 2012 upholds your constitutional rights under ACA for all ACA protections, discount & savings, and rights to Freedom of Choice of Providers, so that you No longer have to pay for the First-Class Seats but Being Forced to sit in the PPO Economy in the back on a healthcare flight when you and loved ones needed the quality care the most.

Now that Congress promised, President endorsed and Supreme Court decided for your constitutional rights to the improved choice, access and affordability to health care, we are honored to actually deliver the first-class, high quality care with all ACA protections, discount and savings, to avoid any medical bankruptcies and to keep your cash in your bank. Under PPACA, we are dedicated to helping patients keep cash in your banks with your constitutional ACA Discount, because the Supreme Court ACA decision protects patient's rights to freedom of choice of providers for the first-class, quality care from both in-network and out-of-network without healthcare bankruptcies, after you already paid for it.

Patient Protection & Advocacy Policy

Affordable Care Act (ACA) Discount Disclosure You Are Protected From Any Unexpected Costs And Bills

Dear Patient:

- 1. As your Patient Advocate (PA), we offer the highest care quality and safety possible at the <u>most</u> <u>affordable cost to you</u>, no matter if you are covered by an in-network or out-of-network health plan.
- 2. We offer an Affordable Care Act Discount (ACA Discount) under our Corporate Compliance Policy to anyone who qualifies, on a case by case basis. You only pay what you can afford or are willing to pay for your deductible and co-insurance, as outlined in your plan cost-sharing obligations, based on your medical need. Most people may qualify and your satisfaction is guaranteed.
- 3. Our Affordable Care Act (ACA) Discount is similar to or even much better than all PPO discounts, as our ACA Discount is available from both in-network and out-of-network providers and facilities.
- 4. Once you qualify, you will NOT receive ANY unexpected invoices, bills or collection letters FROM US, even if your insurance denies your claims.
- 5. As your Patient Advocate and Authorized Representative, and under the new federal health reform law PPACA (Patient Protection and Affordable Care Act, or ACA), we may appeal all of the claim denials or delays on your behalf, which is strictly in compliance with the new federal health reform law, PPACA.
- 6. As your Patient Advocate, <u>your best interest is our best interest</u>. To ensure that you also get this kind of ACA Discount from other providers known to us or affiliated with us, we will inform you of these facilities and/or providers, so you may also receive the best care possible along with the ACA Discounts and Savings.
- 7. With your informed choice, we will refer you to a provider who may also offer a compliant ACA Discount and ensure that you are always protected from any unexpected costs and bills under the new federal health reform law (PPACA).
- 8. As your Patient Advocate, we want <u>you to be fully protected from any unexpected costs and bills from any providers, unless otherwise authorized by you.</u>
- 9. You always have freedom of choice to receive healthcare from any provider you choose. However, we cannot speak for or guarantee anything on behalf of other providers we don't know or are not affiliated with regarding their discount or collection policies. You are advised to contact them directly before scheduling your next appointment(s) or medical procedure(s).
- 10. If you are willing to be protected from any unexpected costs and bills, feel free to apply for our Affordable Care Act Discount under our Corporate PPACA Indigency Policy. "Once indigency is determined, collection is no longer undertaken with regard to the patient for the forgiven amount". Your satisfaction is guaranteed.

I have read and fully understand this Patient Prote	tion & Advocacy Policy. My	questions are fully answered.
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^	Patient Name (print)	Signature of Patient	Date

FINANCIAL POLICY

Thank you for choosing us as your medical care facility. Our goal is to provide you with highest quality medical care at affordable cost. To make our services available to as many patients as possible on an affordable basis, we have adopted the financial collection policy outlined below. We ask you to read the policy carefully and sign prior to any treatment.

- WE MAY ACCEPT ANY ASSIGNABLE INSURANCE WITH APPLICABLE COVERAGE.
- WE OFFER FINANCIAL ASSISTANCE (DISCOUNT, WAIVER OR REDUCTION OF DEDUCTIBLES, CO-PAYS AND CO-INSURANCE) UNDER OUR INDIGENCY POLICY TO ALL ELIGIBLE PATIENTS ON CASE TO CASE BASIS.
- FULL PAYMENT IS DUE AT TIME OF SERVICE UNLESS ARRANGED OTHERWISE.
- WE ACCEPT CASH, CHECKS, OR VISA/MASTERCARD, AND AMERICAN EXPRESS CARD.
- WE OFFER AN EXTENDED PAYMENT PLAN WITH PRIOR CREDIT APPROVAL.

Dishonored checks will be charged back to the patient's account with a service fee of \$25.00. Dishonored checks not redeemed within 20 working days of written notice to the maker will be referred to the prosecutor for collection.

Regarding Insurance

We may accept assignment of insurance benefits at our discretion if acceptable insurance identification is provided. Acceptable insurance identification is defined as a valid insurance card, policy/plan with applicable coverage, or telephone verification. As a courtesy to our patients, verifiable and assignable insurance will be billed by this surgeon's office. However, you will be personally responsible for your account balance regardless whether or not if you're insurance will pay for your total balance of your claims, unless you're eligible for discounts under our indigency policy pre-determined before the services are rendered. Your insurance policy/employee benefits plan is a contract between you and your insurance company/employee benefits plan. We are not a party to that contract. In the event, we do not accept assignment of benefits we require that you be pre-approved on our extended payment plan by providing a credit card or personal checking account with authorization to charge that amount for the balance due, if your insurance company/employee benefits plan has not paid your account in full within 45 days or has determined your claims to be your responsibility for the reasons of annual deductible, co-payment, non-covered services and not medically necessary.

If a patient chooses or is required to bill his/her own insurance, this office will provide an itemized statement and a HCFA-1500 Form to the patient, but will treat the account as a self-pay.

Regarding Discount

We may offer discounts, reduction or waiver of deductibles, coinsurance and co-pay to any eligible patients based on medical needs and ability to pay on a case-by-case basis under our Corporate Indigency Policy in accordance with applicable federal and state laws. You may apply for financial indigency discount assistance by asking our staff to determine if you're eligible.

Regarding Surgeon and Facility Charges

We will disclose to every patient our surgeon charges as clearly as practically possible before your medical or surgical procedures if it is known to us. Please feel free to ask our staff if you have any questions about charges and your payment responsibilities.

As you may be aware, your insurance company requires your doctors and surgeons to charge and bill the services separately from surgical facilities or hospitals. You shall not be surprised that you will receive separate surgeon, anesthesiologist, diagnostic labs, radiologists, pathologists, and others in addition to the surgical facility bills for your surgery. If you have any questions about your surgical facility bills, please direct your questions to that surgical center.

While we don't anticipate any unforeseeable circumstances, we have no control over any such event(s) that may arise. Should you require additional medical or surgical care in any event of the post-surgical complications and reactions, you may incur additional expenses at this facility or outside this facility, such as a hospital.

The charges only include the stated date of services at this facility and do not include any other date of services from us or other providers and facilities.

Regarding PPO and HMO Network Participation

As you may know, you may have choice to choose a surgeon or surgical facilities with or without PPO or HMO participation under different insurance coverage and benefits levels. We are dedicated to providing highest quality care to every patient; however, we have no power to change your insurance coverage or network limitations. Most health care plan or insurance policies may provide surgical coverage to non-PPO providers and facilities, but at lower percentage of insurance reimbursement. Although it is your responsibility to verify your insurance coverage for non-PPO/HMO providers, we will always disclose to you as to our participation status to your insurance plan. We also provide every patient with financial assistance or discount with high deductibles and coinsurance for our Corporate Indigency Policy in accordance with applicable federal and state laws.

At this time, we don't participate in any managed care networks other than Medicare Fee-for-Service Plans (Medicare Part B). Most health plans or Insurance Policies may have coverage for out-of-network providers or facilities, but at different or lower percentage or level of reimbursement rates.

We will verify your insurance coverage and obtain pre-certification if applicable for all services as a courtesy to you before your surgery.

Please understand that all insurance verification is not a guarantee of insurance payment.

Compliance & Disclosure under California Business and Professions Code

In compliance with California Business and Professions Code in connection with my informed consent and personal choice of doctors and facility solely based on the quality and safety of care, reputation of patient satisfaction, and my knowledge in my decision-making in exercising my rights with respect to the in-network or out-of-network coverage and cost sharing, my attending doctor(s) and/or clinic (facility) have disclosed to me at the time of initial contact and at the time of referral with respect to any significant beneficial interest and have advised me that I may choose any organization for the purpose of obtaining the services ordered or requested by my attending physician, in connection with my choice of a doctor or facility solely in the interest of my healthcare quality and safety, as a result of my informed consent and personal choice of doctor(s) and / or facility: (A) his/her affiliation, if any, with the doctor or facility for whom the patient is referred and (B) that he / she will receive, directly or indirectly, remuneration for referring upon my such request and exercising my rights of freedom of choice for the provider(s) and facility under the in-network or out-of-network coverage as provided by my health plan, in compliance with all applicable federal and state laws, Medicare, ERISA, PPACA and the California Business and Professions Code.

Doctor or Facility with significant beneficial interest:	Bay	CITY	surgery	center

You're Responsibility for Cooperation

If we accept your insurance assignment as a payment from your insurance reimbursement, you agree to timely cooperate with your insurance company or health plan in the course of insurance claim processing, such as insurance inquiries, requests for additional information, claims status verification or any inquiries for the purpose of your claim processing. You also agree to notify us immediately of any insurance inquiry or request for additional information and provide us with a copy of any documentation received from the insurance company or submitted to insurance company from you.

In an event that you do receive insurance payment checks for your surgeries rendered by this doctor, you agree to submit such insurance reimburse check to our office within five (5) business days after your receipt of insurance checks. In a failure or refusal to forward or send us the insurance reimbursement checks for the medical services from this provider, all of your discount arrangement will be voided, and the total balance is due immediately, as there is no justification for you to keep the insurance payment for our services as you promised to pay for our services. You further agree to compensate us for any legal fees if we have to retain any legal services to collect past dues.

We are committed to serving you with highest quality care possible at affordable cost. Every staff at our office is ready to help you at all time. If you have any questions regarding our financial policies, please do not hesitate to ask us at any time. We thank you for your co-operation.

I have read the Financial Policy. I understand and agree to this Financial Policy.

X	Signature of Patient or Responsible Party	Patient Name (print)	Date
X	Signature of Co-Responsible Party	Your Name (print)	Date

Spalding Surgical Compliance Alert, 2013(A)(a) PPACA Patient Advocacy for Freedom of Choice Disclosure and Compliance with California Business and Professions Code and California Health & Safety. Code § 1323(c)

Dear Provider of Patient Advocacy:

In compliance with new health care reform laws, PPACA, and all applicable federal and California laws, and as a long-standing patient advocacy practice for patient freedom of choice of healthcare providers solely based on the healthcare quality, safety, provider's reputation and patient satisfaction, we are excited to share with you on our 2013 compliance and advocacy updates.

According to the latest DOL Report in Dec 2012, about 74% of all insured private industry workers participated in PPO plans that "Allow non-emergency services outside Network". In order to advocate for patient PPACA rights for freedom of choice of providers, Spalding Surgical adopted the following new policies: (http://stats.bls.gov/ncs/ebs/detailedprovisions/2011/ownership/private/table02a.pdf)

Effective July 1, 2013, every healthcare provider must submit documents demonstrating your full and proper disclosures in compliance with federal and state laws, especially California Business and Professions Code and Cal. Health & Safety Code § 1323(c), as well as your managed-care network requirements, when scheduling for an appointment with Spalding Surgical.

You may fax or email the documents to Spalding Surgical 24 hours in advance of scheduling patient appointment, or any time for urgent care cases.

It is important that every provider must comply with both <u>public policies</u> in applicable federal and state laws and in <u>private agreement</u> with managed-care networks in advocating patient rights for freedom of choice. The documents submitted shall include <u>specific Network Disclosure Forms</u>, if any, under your PPO participating agreement, and any forms of your choice demonstrating full and proper compliance with all applicable federal and state laws.

It is also important to understand that California State law mandates for full and proper disclosures for any and all permissible self-referrals, regardless of in-network or out-of-network referrals, for both Medicare or non-Medicare patients, in addition to Medicare Stark Prohibitions and Anti-Kickback Statutes.

California Business and Professions Code and Cal. Health & Safety Code § 1323(c) laws prohibit referrals to other health facilities in which the health facility has a significant beneficial interest unless written disclosure that patient may choose another facility.

As you are well aware that Spalding Surgical has been fully dedicated to the patient advocacy for the quality care and patient choice through compliance, we have always shared with you on our compliance initiatives in protecting your practice and your own financial safety in the course of advocating patient rights.

We'll keep you updated on our forthcoming compliance and patient advocacy meetings and training programs.

If you have any questions regarding this compliance alert, please do not hesitate to contact our representative.

Respectively, ERISA & PPACA Compliance Specialist

Neil Ghodadra, MD

Tel: (877) 339-0054

Fax: (818) 804-3469

Name:	-	1	Gender: M/F A	ge: Date of Birth :
How did you hear ab	out us? Doctor Other o	Referralnline source	□ Family □ Other	□ Friend □ Volu
Chief Complaint				
Chief Community (NY				em previously? If yes, how long ago?
How do you think yo	our problem began	n? Please be as de	etailed as possible.	
How often do you ex	perience your syr	nptoms?		
When is your pain at	its worst? Please	check all that ap	ply.	
☐ Mornings	☐ Daytime	☐ Evenings		☐ Always the same
Draw the appropria of pain. Burning Dull/Aching Sharp/Stabbing Throbbing	====	the area		

If	he pain radiate anywher yes, where does it radiat	te?			□No				
How are your symptoms changing with time?									
☐ Getting better ☐ Not changing ☐ Worse									
Who else have you seen for this problem? Please check all that apply.									
	☐ Chiropractor ☐ Pain				rologist 🗆 1	Primary C	Care Physic	ian	
	☐ Orthopedist ☐ Mas	ssage T	herapis	st 🗆 Phys	sical Therapist 🗆 (Other			
Please mark the effect each action listed below effects your pain level.									
		Incr	ease	Decrease		In	icrease	Decrease	
	Sitting]		Coughing/Sneezing	1419 4 2			
	Rising from sitting	[]		Household chores				
	Standing	[]		Lifting objects				
	Walking]		Reaching overhead				
	Lying down		3		Showering or Bathing				
	Bending forward	E	3		Looking side to side				
	Bending backward]		Looking Up				
	Driving		3		Looking Downward				
	Twisting]		Changing Positions				
Plagga morte the trust									
Please mark the treatments you have used.									
	100		Wor	sened Same		Helped	Worsene	d Same	
	Medications			0 0	Massage therapy				
	Physical Therapy				Acupuncture				
	Chiropractic				Brace Support				
	Electric Stim/TENS Hot Packs				Cognitive Therapy				
	Tiot I acks		-		Cold Packs/Ice				
Associ	ated Symptoms					TO CONTRACTOR OF THE CONTRACTO			
Walles recovered reals	acc Sailbroins		ar ne again n						
		Yes	No		Location/Comm	nent		Separation of the second	
	Numbness					-0			1
	Weakness in arm		_						
	Weakness in leg								
	Bladder Incontinence								

Mark all of the following tes	ts that you have had:					
☐ X-ray of the:		Date:				
☐ MRI of the:		Date:				
☐ CT-Scan of the:						
☐ Other Diagnostic To	esting:					
	diagnostic tests done.	Date:				
i i nave not nad Aiv i	diagnostic tests done.					
Past Medical and Health	History					
REVIEW OF SYSTEMS: Mark the following conditions/diseases/symptoms that you have been treated for:						
	The State of the S		ou have been treated for.			
Constitutional: ☐ Chills	Cardiovascular:	Musculoskeletal:	General Cont.:			
	☐ Chest pain	☐ Joint stiffness	☐ Emphysema			
☐ Difficulty sleeping	☐ Bleeding disorder	☐ Joint swelling	□ Epilepsy			
☐ Easy bruising	☐ Blood clots	☐ Muscle spasms	☐ Fractures			
☐ Fatigue	☐ Fainting	☐ Scoliosis	☐ Glaucoma			
□ Fevers	☐ Palpitations	□ Neck pain	□ Gout			
☐ Low sex drive	☐ High blood pressure	☐ Hip disorder	☐ Heart disease			
☐ Weight gain	□ Low blood pressure	☐ Knee injuries	□ Hernia/			
☐ Weight loss		☐ Foot/Ankle pain	☐ Herniated disk			
	Gastrointestinal:	☐ Elbow/Wrist pain	☐ High Cholesterol			
Ears/Nose/Throat/Neck:	□ Nausea/Vomiting	□ Poor posture	☐ Kidney disease			
☐ Dental problems	☐ Diarrhea		☐ Liver disease			
☐ Earaches	☐ Constipation	General:	☐ Metal implant			
☐ Hearing problems	☐ Acid reflux	□ AIDS/HIV	☐ Measles			
□ Nosebleeds	☐ Abdominal cramps	□ Alcoholism	☐ Migraines			
☐ Sinus problems		☐ Allergies	☐ Mononucleosis			
	Respiratory:	☐ Anemia	☐ M.S.			
Eyes:	□ Cough	☐ Anorexia	☐ Mumps			
☐ Recent Visual Changes	☐ Wheezing	☐ Appendicitis	**			
-	☐ Shortness of breath	☐ Arthritis	☐ Osteoporosis ☐ Pacemaker			
Psychiatric:		☐ Asthma	☐ Pinched nerve			
☐ Depressed mood	Neurological:	☐ Bleeding Disorder				
☐ Feeling anxious	☐ Dizziness	☐ Breast lump	☐ Pneumonia			
☐ Stress problems	☐ Headaches	☐ Bronchitis	☐ Prostate Problem			
☐ Suicidal thoughts	☐ Tremors	□ Bulimia	☐ Psychiatric patient			
☐ Suicidal planning	☐ Seizures	□ Cancer	☐ Rheumatoid Arthritis			
☐ Thoughts of harming	☐ Anxiety`	☐ Cataracts	□ Stroke			
others	— · ···············	La Cataracts	☐ Skin problem			
	☐ Depression	☐ Chemical dependency	☐ Thyroid problem			
Genitourinary/Nephrology:	☐ Pins & Needles	☐ Chicken pox	☐ Vaginal infection			
☐ Flank pain		☐ Diabetes	☐ Venereal disease			
☐ Blood in urine			650.50			
☐ Painful urination						
☐ Decreased urine						

Past Medical/Surgical History: Please list any oth	er major illnesses, injuries or conditions not listed above:
Current Medications	<u>Dose</u> <u>Frequency</u>
Allergies:	
Family History	
Mark all appropriate diagnoses as they pertain to y	our first-degree relatives (check all that apply):
☐ Cancer ☐ Arthritis ☐ Diabetes ☐ Hi ☐ No significant Family history ☐ Other Family	gh Blood Pressure
Social History	
Tobacco Use: □ Never used □ Current user □ Packs per day?	for years?
Alcohol Use: ☐ Never used ☐ Social use ☐ History of alcohol	ism □ Current alcoholism □ Daily use of alcohol
Illegal Drugs Use:	
☐ No illegal drug use ☐ Current illegal drug use	☐ Formerly used illegal drugs (not currently using)
Are you currently working? □ Full-time □ Part-time □ Cccupation:	e □ Retired □ On Disability □ Other
	Fig. (Marganian) - Andrew Con
Do you currently have any active Workers Comp, Disal	or Personal Injury cases open?
The above information is accurate to the best of my knowledge.	I have reviewed the above information with the Patient.
Patient Signature Date	Doctor's Signature Date