

# LASER EYE INSTITUTE SERVICE AGREEMENT

**Release of Information.** I hereby authorize Laser Eye Institute to release my information acquired in the course of examination or treatment and allow a digital copy or photocopy of my signature to be used pursuant to Laser Eye Institute Notice of Privacy Practices (NPP).

**Claim Payment Authorization.** Your medical and/or vision insurance will be collected during the check-in process. This data is kept on file to determine if you have any coverage for various vision correction procedures. During the course of an evaluation we may discover other eye health issues that require treatment. We will discuss any such findings with you. Further treatment may be considered medical treatment and billable to your insurance carrier. You hereby authorize your insurance company(s) at its option, to issue indemnity checks to the provider rendering services. In the event that your insurer denies payment for medical treatment you will be responsible for rendered services pursuant to your insurance contract. Acceptance and billing of your insurance by Laser Eye Institute does not guarantee payment by your insurer and you may still be responsible in the event that your insurer denies payment. Insurers that we accept as out-of-network require you to submit a bill copy to your insurer and remit payment and explanation of benefits from your insurer to us. We will bill your insurer, on your behalf as a service to you and electronically sign claim forms using a digital copy of your signature. This is a courtesy service and ultimately it is your responsibility to know your specific insurance plan coverage, limits, benefits and co-insurance. Insurance carriers are not billed to determine candidacy for vision correction.

**Referral Information.** Some insurance carriers require a referral before we are able to bill for services. It is your responsibility to obtain a referral for each visit. Our office will attempt to assist you with this. Should you not provide a referral and your insurance carrier requires this you will be responsible for the charges billed. In the event that we refer you to another physician for treatment we are not responsible for fees that a 3<sup>rd</sup> party physician may provide.

**Consultation Limits.** A refractive consultation is for the purpose of determining candidacy for vision correction. It is not meant to replace or substitute a comprehensive eye examination. If a patient requests their current refraction (glasses prescription) and this information was obtained during the consultation, we may be able to provide you with an updated prescription for our usual and customary examination fee. If during the course of the consultation we determine additional medical conditions we are obligated to disclose this to you and we may, at your discretion, provide additional treatment that may be billed under your current medical insurance.

**Consultation Fees.** Laser Eye Institute offers complimentary consultations to new patients who have not had a prior refractive consultation at Laser Eye Institute. Additional consultations subsequent to the first will be provided at our usual and customary rate. In some cases additional appointments may be needed to determine candidacy for vision correction, there is typically no charge for this type of follow up service. If you have had prior vision correction elsewhere and would like to be evaluated for a retreatment there is no charge for this service. Evaluations of a treatment performed elsewhere do not qualify for complimentary consultation.

**Scheduling Deposits.** If you are a candidate and decide to schedule vision correction, we collect a deposit. It is broken into two amounts, collected at the time of scheduling, and at your next appointment before treatment. The deposit is non-refundable and covers the additional appointment, scheduling, testing performed, and physician time to program your treatment. In the event that you need to reschedule the deposit may be applied to any services in the future; if you pre-pay for your procedure and need to cancel or reschedule for any reason you will be refunded in full, less the deposit amount as outlined in your preparing for vision correction guide.

**Information Regarding Mono Vision / Menu Vision.** A popular treatment referred to as either mono vision or menu vision may benefit you. With this procedure one eye is treated for distance and the other eye is slightly different to allow for near-intermediate vision. Patients who elect this option are strongly encouraged to try out this vision using a set of contact lenses, known as a mono vision trial. This trial incurs a fee to cover the cost of fitting lenses, providing you with trial lenses, and follow up appointments to adjust the power as needed. This amount is applied towards your procedure fee. While extremely popular we strongly recommended anyone considering this type of treatment elect to have a trial.

**Payment Policy.** Vision correction procedures may be pre-paid or financed. We accept cash, check, Visa, MasterCard, Discover, and American Express. Financing is offered through our patient financing partner CareCredit and we accept existing CareCredit accounts. All transactions are considered final after thirty days. Returned checks are subject to a NSF fee, and we may use a digital image of your check to process it. Balances more than thirty days past due are subject to a 6% fee.

**Medical Records.** You are entitled to a copy of your medical records at any time as stated in the NPP. Standard processing time for medical records is fifteen business days. Laser Eye Institute follows the fee schedule as set by the State of Michigan Department of Community Health. Initial Fee: \$23.62 for records release; Per page for the first 20 pages: \$1.18, Per page for pages 21-50 \$0.59, Per page for pages 50+ \$0.24. Color copies, expedited processing, postage and delivery in other formats other than personal pickup are subject to an additional fee. Administrative forms or summary statements follow our medical records policy.

This Agreement is governed by and shall be construed in accordance with the laws of State of Michigan. All parties submit any disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Oakland County, Michigan. Any waiver or modification of this agreement shall only be effective if it is in writing and signed by both Laser Eye Institute and patient. If any part of this agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall be interpreted so as to reasonably affect the intention of the parties.

# LASER EYE INSTITUTE NOTICE OF PRIVACY PRACTICES (NPP)

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

EFFECTIVE DATE: APRIL 14TH 2003. LAST UPDATED: AUGUST 16TH 2016.

We understand the importance of privacy and are committed to maintaining the confidentiality of your medical information. We make a record of the medical care we provide and may receive such records from others. We use these records to provide or enable other health care providers to provide quality medical care, to obtain payment for services provided to you as allowed by your health plan and to enable us to meet our professional and legal obligations to operate this medical practice properly. We are required by law to maintain the privacy of protected health information, to provide individuals with notice of our legal duties and privacy practices with respect to protected health information, and to notify affected individuals following a breach of unsecured protected health information. This notice describes how we may use and disclose your medical information. It also describes your rights and our legal obligations with respect to your medical information. If you have any questions about this Notice, please contact our Privacy Officer listed below.

This medical practice collects health information about you and stores it in a combination of a paper chart and electronic chart stored on a server. This is your medical record. The medical record is the property of this medical practice, but the information in the medical record belongs to you. The law permits us to use or disclose your health information for the following purposes:

**Treatment.** We use medical information about you to provide your medical care. We disclose medical information to our employees and others who are involved in providing the care you need. For example, we may share your medical information with other physicians or other health care providers who will provide services that we do not provide. Or we may share this information with a pharmacist who needs it to dispense a prescription to you, or a laboratory that performs a test. We may also disclose medical information to members of your family or others who can help you when you are sick or injured, or after you die.

**Payment.** We use and disclose medical information about you to obtain payment for the services we provide. For example, we give your health plan the information it requires before it will pay us. We may also disclose information to other health care providers to assist them in obtaining payment for services they have provided.

**Health Care Operations.** We may use and disclose medical information about you to operate this medical practice. For example, we may use and disclose this information to review and improve the quality of care we provide, or the competence and qualifications of our professional staff. Or we may use and disclose this information to get your health plan to authorize services or referrals. We may also use and disclose this information as necessary for medical reviews, legal services and audits, including fraud and abuse detection and compliance programs and business planning and management. We may also share your medical information with our "business associates," such as our billing service, that perform administrative services for us. We have a written contract with each of these business associates that contains terms requiring them and their subcontractors to protect the confidentiality and security of your protected health information. We may also share your information with other health care providers, health care clearinghouses or health plans that have a relationship with you, when they request this information to help them with their quality assessment and improvement activities, their patient-safety activities, their population-based efforts to improve health or reduce health care costs, protocol development, case management or care-coordination activities, their review of competence, qualifications and performance of health care professionals, their training programs, their accreditation, certification or licensing activities, or their health care fraud and abuse detection and compliance efforts.

**Appointment Reminders.** We may use and disclose medical information to contact and remind you about appointments. If you are not home, we may leave this information on your answering machine or in a message left with the person answering the phone, or at your option via e-mail or text message, both of which are considered a non-secure form of communication.

**Check-In.** We may use and disclose medical information about you by having you sign in when you arrive at our office, this includes calling out your name publicly.

**Notification and Communication with Family.** We may disclose your health information to notify or assist in notifying a family member, your personal representative or another person responsible for your care about your location, your general condition or, unless you had instructed us otherwise, in the event of your death. In the event of a disaster, we may disclose information to a relief organization so that they may coordinate these notification efforts. We may also disclose information to someone who is involved with your care or helps pay for your care. If you are able and available to agree or object, we will give you the opportunity to object prior to making these disclosures, although we may disclose this information in a disaster even over your objection if we believe it is necessary to respond to the emergency circumstances. If you are unable or unavailable to agree or object, our health professionals will use their best judgment in communication with your family and others.

**Marketing.** Provided we do not receive any payment for making these communications, we may contact you to give you information about products or services related to your treatment, case management or care coordination, or to direct or recommend other treatments, therapies, health care providers or settings of care that may be of interest to you. We may similarly describe products or services provided by this practice and tell you which health plans this practice participates in. We may also encourage you to maintain a healthy lifestyle and get recommended tests, participate in a disease management program, provide you with small gifts, tell you about government sponsored health programs or encourage you to purchase a product or service when we see you, for which we may be paid. Finally, we may receive compensation which covers our cost of reminding you to take and refill your medication, or otherwise communicate about a drug or biologic that is currently prescribed for you. We will not otherwise use or disclose your medical information for marketing purposes or accept any payment for other marketing communications without your prior written authorization. We may contact you to provide additional information about the services we provide unless you explicitly opt-out of receiving these communications by contacting our privacy officer.

**Sale of Health Information.** We will not sell your health information without your prior written authorization. The authorization will disclose that we will receive compensation for your health information if you authorize us to sell it, and we will stop any future sales of your information to the extent that you revoke that authorization.

**Required by Law.** As required by law, we will use and disclose your health information, but we will limit our use or disclosure to the relevant requirements of the law. When the law requires us to report abuse, neglect or domestic violence, or respond to judicial or administrative proceedings, or to law enforcement officials, we will further comply with the requirement set forth below concerning those activities.

**Public Health.** We may, and are sometimes required by law, to disclose your health information to public health authorities for purposes related to: preventing or controlling disease, injury or disability; reporting child, elder or dependent adult abuse or neglect; reporting domestic violence; reporting to the Food and Drug Administration problems with products and reactions to medications; and reporting disease or infection exposure. When we report suspected elder or dependent adult abuse or domestic violence, we will inform you or your personal representative promptly unless in our best professional judgment, we believe the notification would place you at risk of serious harm or would require informing a personal representative we believe is responsible for the abuse or harm.

**Health Oversight Activities.** We may, and are sometimes required by law, to disclose your health information to health oversight agencies during the course of audits, investigations, inspections, licensure and other proceedings, subject to the limitations imposed by law.

**Judicial and Administrative Proceedings.** We may, and are sometimes required by law, to disclose your health information in the course of any administrative or judicial proceeding to the extent expressly authorized by a court or administrative order. We may also disclose information about you in response to a subpoena, discovery request or other lawful process if reasonable efforts have been made to notify you of the request and you have not objected, or if your objections have been resolved by a court or administrative order.

**Law Enforcement.** We may, and are sometimes required by law, to disclose your health information to a law enforcement official for purposes such as identifying or locating a suspect, fugitive, material witness or missing person, complying with a court order, warrant, grand jury subpoena and other law enforcement purposes.

**Coroners.** We may, and are often required by law, to disclose your health information to coroners in connection with their investigations of deaths.

**Organ or Tissue Donation.** We may disclose your health information to organizations involved in procuring, banking or transplanting organs and tissues.

**Public Safety.** We may, and are sometimes required by law, to disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.

**Proof of Immunization.** We will disclose proof of immunization to a school that is required to have it before admitting a student where you have agreed to the disclosure on behalf of yourself or your dependent.

**Specialized Government Functions.** We may disclose your health information for military or national security purposes or to correctional institutions or law enforcement officers that have you in their lawful custody.

**Workers' Compensation.** We may disclose your health information as necessary to comply with workers' compensation laws. For example, to the extent your care is covered by workers' compensation, we will make periodic reports to your employer about your condition. We are also required by law to report cases of occupational injury or occupational illness to the employer or workers' compensation insurer.

**Change of Ownership.** In the event that this medical practice is sold or merged with another organization, your health information/record will become the property of the new owner, although you will maintain the right to request that copies of your health information be transferred to another physician or medical group.

**Breach Notification.** In the case of a breach of unsecured protected health information, we will notify you as required by law. If you have provided us with a current e-mail address, we may use e-mail to communicate information related to the breach. In some circumstances our business associate may provide the notification. We may also provide notification by other methods as appropriate.

**Research.** We may disclose your health information to researchers conducting research with respect to which your written authorization is not required as approved by an Institutional Review Board or privacy board, in compliance with governing law. We may use your health information for internal research studies as well.

**Fundraising.** We may use or disclose your demographic information in order to contact you for our fundraising activities. For example, we may use the dates that you received treatment, the department of service, your treating physician, outcome information and health insurance status to identify individuals that may be interested in participating in fundraising activities. If you do not want to receive these materials, notify the Privacy Officer listed at the bottom of this Notice of Privacy Practices and we will stop any further fundraising communications. Similarly, you should notify the Privacy Officer if you decide you want to start receiving these solicitations again.

## WHEN THIS MEDICAL PRACTICE MAY NOT USE OR DISCLOSE YOUR HEALTH INFORMATION

Except as described in this Notice of Privacy Practices, this medical practice will, consistent with its legal obligations, not use or disclose health information which identifies you without your written authorization. If you do authorize this medical practice to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time.

## YOUR HEALTH INFORMATION RIGHTS

**Right to Request Special Privacy Protections.** You have the right to request restrictions on certain uses and disclosures of your health information by a written request specifying what information you want to limit, and what limitations on our use or disclosure of that information you wish to have imposed. If you tell us not to disclose information to your commercial health plan concerning health care items or services for which you paid for in full out-of-pocket, we will abide by your request, unless we must disclose the information for treatment or legal reasons. We reserve the right to accept or reject any other request, and will notify you of our decision.

**Right to Request Confidential Communications.** You have the right to request that you receive your health information in a specific way or at a specific location. For example, you may ask that we send information to a particular e-mail account or to your work address. We will comply with all reasonable requests submitted in writing which specify how or where you wish to receive these communications.

**Right to Inspect and Copy.** You have the right to inspect and copy your health information, with limited exceptions. To access your medical information, you must submit a written request detailing what information you want access to, whether you want to inspect it or get a copy of it, and if you want a copy, your preferred form and format. We will provide copies in your requested form and format if it is readily producible, or we will provide you with an alternative format you find acceptable, or if we can't agree and we maintain the record in an electronic format, your choice of a readable electronic or hardcopy format. We will also send a copy to any other person you designate in writing. We will charge a reasonable fee which covers our costs for labor, supplies, postage, and if requested and agreed to in advance, the cost of preparing an explanation or summary. We may deny your request under limited circumstances. If we deny your request to access your child's records or the records of an incapacitated adult you are representing because we believe allowing access would be reasonably likely to cause substantial harm to the patient, you will have a right to appeal our decision.

**Right to Amend or Supplement.** You have a right to request that we amend your health information that you believe is incorrect or incomplete. You must make a request to amend in writing, and include the reasons you believe the information is inaccurate or incomplete. We are not required to change your health information, and will provide you with information about this medical practice's denial and how you can disagree with the denial. We may deny your request if we do not have the information, if we did not create the information (unless the person or entity that created the information is no longer available to make the amendment), if you would not be permitted to inspect or copy the information at issue, or if the information is accurate and complete as is. If we deny your request, you may submit a written statement of your disagreement with that decision, and we may, in turn, prepare a written rebuttal. All information related to any request to amend will be maintained and disclosed in conjunction with any subsequent disclosure of the disputed information.

**Right to an Accounting of Disclosures.** You have a right to receive an accounting of disclosures of your health information made by this medical practice, except that this medical practice does not have to account for the disclosures provided to you or pursuant to your written authorization, or as described in paragraphs relating to treatment, payment, health care operations, notification and communication with family and specialized government functions of this Notice of Privacy Practices or disclosures for purposes of research or public health which exclude direct patient identifiers, or which are incident to a use or disclosure otherwise permitted or authorized by law, or the disclosures to a health oversight agency or law enforcement official to the extent this medical practice has received notice from that agency or official that providing this accounting would be reasonably likely to impede their activities.

**Right to a Paper or Electronic Copy of this Notice.** You have a right to notice of our legal duties and privacy practices with respect to your health information, including a right to a paper copy of this Notice of Privacy Practices, even if you have previously requested its receipt by e-mail, or paper.

If you would like to have a more detailed explanation of these rights or if you would like to exercise one or more of these rights, contact our privacy officer.

**Security of Medical Information.** The security of your personal health information is of the utmost importance. All digital personal health information is stored at our Troy, MI location in a secured server room. All data is end to end encrypted at both the data and transport levels. All private keys needed to decrypt your personal data are stored in a remote location. We routinely perform security assessments and penetration testing to ensure the safety and security of your information. Additional information about our security practices and audit history are available by contacting our privacy officer listed below.

**Security of Financial Information.** Payment information which is not considered protected health information is likewise secured. No payment or credit card data is retained in any of our systems. Card information is immediately destroyed upon processing of your payment and no complete card data is retained on file. We will retain the last four digits of your card number to associate the transactions to your medical account and will likewise utilize your medical record number for this purpose. Please understand that our commitment to your security may require us to contact you each time we have to authorize a payment to collect your payment information.

**Data Retention Policy.** Laser Eye Institute complies with the following in regard to data retention. Medical data is retained for a minimum period of 7(seven) years after the last encounter date. Records of minors are retained for a minimum of 2 (two) years past their date of majority. Expired records are retained for 7 (seven) years past the date of expiration. Billing records are retained for 7 (seven) years from the encounter date of which they are associated with. Additional communication data including, but not limited to, phone calls, emails, or transactional interactions are retained for a minimum period of 1 year after the date of interaction.

**Authorization of Email Communication.** We may use or disclose your demographic information and information about upcoming appointments, including but not limited to your name, email address, mailing address, phone number, date of birth, medical record number, upcoming appointment date(s) and detail(s) for use either by us or one of our business associates for transactional purposes, included but not limited to: appointment reminders, satisfaction surveys, and important practice updates. The primary method of communication for these types of interactions is email. Email communication by design is considered an unsecure method of communication; you authorize us to make these sorts of transactional communications to you via email method. If you prefer to have these communications performed in a secure, encrypted method; contact our privacy officer

**Changes to this Notice of Privacy Practices.** We reserve the right to amend this Notice of Privacy Practices at any time in the future. Until such amendment is made, we are required by law to comply with the terms of this Notice currently in effect. After an amendment is made, the revised Notice of Privacy Protections will apply to all protected health information that we maintain, regardless of when it was created or received. We will keep a copy of the current notice posted in our lobby, and a copy will be available at each appointment. The revised notice will also be available on our website: [www.lasereyeinstitute.com](http://www.lasereyeinstitute.com).

**Complaints.** Complaints about this Notice of Privacy Practices or how this medical practice handles your health information should be directed to our Privacy Officer listed at the bottom of this Notice of Privacy Practices. You will not be penalized in any way for filing a complaint to our privacy officer. If you are not satisfied with the manner in which this office handles a complaint, you may submit a formal complaint to: Office for Civil Rights; US Department of Health and Human services. Region V. 233 N. Michigan Ave., Suite 240. Chicago, IL 60601 The complaint form may be found online at [www.hhs.gov/ocr/privacy/hipaa/complaints/hipcomplaint.pdf](http://www.hhs.gov/ocr/privacy/hipaa/complaints/hipcomplaint.pdf). You will not be penalized in any way for filing a complaint.

**Privacy Officer**

Pat Lombardi  
(248) 689-4247  
Laser Eye Institute ATTN: NPP  
355 E Big Beaver Rd, Troy MI 48083

**YOU WILL NOT BE RETALIATED AGAINST OR PENALIZED BY US FOR FILING A COMPLAINT. YOU HAVE A RIGHT TO A COPY OF THIS DOCUMENT UPON REQUEST; IT IS ALSO POSTED AND AVAILABLE ON OUR WEBSITE AT [WWW.LASEREYEINSTITUTE.COM](http://WWW.LASEREYEINSTITUTE.COM). YOUR SIGNATURE IS ACKNOWLEDGEMENT THAT YOU HAVE RECEIVED, UNDERSTAND, AND AGREE TO THIS NOTICE OF PRIVACY PRACTICES (NPP).**