

## VICTORY PHYSICIANS

### BILLING POLICY (Page 1 of 3)

The following sets forth the general billing policy of Frank Arian, M.D. a California Professional Corporation dba Victory Physicians. Please review this information and sign this statement where indicated.

- I understand that my health insurance policy is an agreement between the insurance company and myself. I understand it is my responsibility to know what my health insurance covers and what it does not cover when I seek services at this doctor's office and that Victory Physicians is in no way responsible to know or limit services exclusively to what is covered by my health insurance policy.
- I understand that offering to bill my insurance is not mandatory and is a convenience and form of credit that is being extended to me by Victory Physicians. Once services are rendered I owe this debt to Victory Physicians. If I do not wish to have credit extended me by having my health insurance company billed, I understand Victory Physicians would be happy to take my payment before I leave the office after my appointment and I will be provided a "Super Bill" with which I may bill my insurance company.
- I understand that my bill is independent of my clinical outcome. I understand that while Victory Physicians guarantees that the "standard of care" will be met, they do not guarantee a good outcome. The nature of disease, disease progression, limitations in testing, and the diversity of human beings precludes any doctors office from such a guarantee and thus I understand it is not promised, offered nor should I expect it.
- I understand that it is my responsibility to check to be sure my insurance company has been billed in a correct and timely manner by Victory Physicians, AND that my insurance company has paid Victory Physicians in a timely manner. If I find billing has been delayed or is incorrect, OR if payment has not been made in a timely manner to my physician, the responsibility rests with me, the debt holder, to rectify the problem in a timely manner.
- I understand that if my insurance fails to pay my medical bill or denies my claim, that Victory Physicians reserves the right to request that I pay my bill while I, or in some cases Victory Physicians, appeal(s) their denial. Victory Physicians appealing my denial is at the discretion of Victory Physicians and not my discretion.
- I understand that if a significant delay (defined as 90 days after submission of claim) in payment occurs after my health insurance company has been properly billed, Victory Physicians reserves the right to rescind credit extended to me and request payment from me by placing me in the "shortened" billing cycle as defined in this policy.
- I understand that Victory Physicians has the right to bill me up to 5 years after services have been rendered and that this time frame is not determined by what I think or feel is appropriate but rather by what the Fair Debt Collection Practices Act and other legislation mandates.
- I understand that it is my responsibility to provide the office, Frank Arian, M.D. a California Professional Corporation dba Victory Physicians with current, accurate billing information at the time of check-in and to notify the facility of any changes in this information. I understand ALL this information may be used for the purpose of collecting my debt and I consent to its use for this purpose in addition to its use coordinating my care. Failure to keep my contact information current may be interpreted as an attempt to evade my debt and Victory Physicians reserves the right to immediately refer my account to collections if my account does not have current contact information in Victory Physicians' database.
- I understand that it is my responsibility to know my co-pay and to pay it prior to services being rendered. I understand that this is a contractual agreement that I have with my health plan and that Victory Physicians also has a contractual agreement with my health plan to collect co-pays at the time of service, and is required to report to the carrier any enrollees failing to pay the co-pay. Victory Physicians is not permitted to see any patient who doesn't pay their co-pay.

**My signature below confirms that I have read these billing policies and my financial obligations as it pertains to Frank Arian, M.D. a California Professional Corporation dba Victory Physicians, and I agree to these terms and conditions freely and without reservation or purpose of evasion.**

Patient or  
Guardian Signature:

Date:

### BILLING POLICY (Page 2 of 3)

- I understand that if I present an insufficient funds check (NSF Check) for payment on my account, I will be charged a \$35 NSF fee and will lose my check writing privileges with Victory Physicians. If I fail to rectify my account within 30 days my account will be turned over to the District Attorney for collection of three times the face value of the NSF check. I further understand that to rectify my account, I will be required to pay with cash, money order, cashier's check, or credit card. Once turned over to the District Attorney, my payment must be direct to the D.A. and in a form they accept.
- I understand that there is a fee to complete any forms associated with my care and that this is a per form fee payable in advance of form completion. Our fees are: Pharmacy forms \$5 each, Customized letters \$35 per page, Insurance/Doctor's Certificate of Disability/FMLA/AFLAC/Residential Care forms \$50, all other forms \$25. Note DOT Medical Examination reports and job/school physical forms are included in our office fees at no extra charge.
- I understand that preauthorization for medications and imaging studies is very time consuming and is devastating to a small private practice with few employees. Victory Physicians considers 15 minutes to be reasonable and in the scope of their responsibility. They will notify me if a preauthorization is required. At that time I will give them approval to continue the preauthorization process. I understand there will be no charge for the first 15 minutes preauthorizing the above issues. Beyond 15 minutes, I understand there will be a charge. I agree to pay Victory Physicians \$45.00/hour for every hour they spend on the phone trying to get approval for these. There is a \$15.00 minimum and time is rounded up to the nearest 15 minute increment and time spent will be carefully and honestly charted on my medical record. Should the attempts extend to the two hour mark, Victory Physicians will cease the attempt and contact me for permission to continue the preauthorization.
- For copies of records given to patients, or to another physician for transfer of care, a filing and clerical fee of \$25 applies for a maximum of 10 pages plus USPS Registered postage and handling. Each additional page is a fee of \$0.25 per page. For copies of lab results, studies, consultations for the purpose of patient information the cost is \$0.25 per page printed or copied. These fees are payable in advance.
- For records to attorneys or insurance companies, a filing and clerical fee of \$25 applies plus USPS Registered postage and handling. Each page copied will be at fee of \$0.25 per page. If I request it to be faxed, an additional charge of \$0.10 per page applies.
- I understand any correspondence that is deemed essential for coordination of care by Victory Physicians will be sent via USPS Registered mail in compliance with HIPAA regulations and that Registered postage fees will be billed to me. Examples might include failure to follow-up for evaluation, critical lab values or study results, termination from the practice, closure of the practice among others. If I think correspondence was not essential I may dispute this fee but the final decision rests with the Medical Director. The essential nature of the correspondence will be provided in writing to me upon my request.
- I understand that if I am a self-pay patient, my office fee payment is expected prior to intake and before any procedure.

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**BILLING POLICY (Page 3 of 3)**

- I understand that I will be billed for any amounts due that insurance did not cover (eg. coinsurance/deductibles) according to the following billing schedule. Once insurance has processed my claim and determined there is patient responsibility, I will be sent a statement for any balance due. I will be given three weeks (not limited to business days) from the date the statement is generated and sent, until the due date. If payment has not been postmarked by the due date, a \$5.00 administrative fee will be added and a second statement sent. Again, three weeks will be given from the date of second statement generation and send-out until the due date. If payment has not been postmarked by the due date, the bill will immediately enter the delinquent phase of our billing cycle. An immediate \$25.00 late fee is then applied to the account and the first of 2 delinquent letters is sent out. I will have 2 weeks (not limited to business days) to remit payment. If payment is not postmarked by the due date, a \$15.00 administrative fee will be added and a second delinquent letter will be sent. I will have another 2 weeks (not limited to business days) to remit payment. If payment is not postmarked by the due date, another \$15.00 administrative fee will be added and the billing company will place a phone call to me. If I don't postmark a payment within 10 days of the billing company's documented phone call regardless of the reason, a \$25.00 collections agency referral fee is applied to the balance AND the account is referred to a collections agency. Once my account has been referred to a collections agency, I understand that I will be responsible for any collection fees, interest or legal expenses associated with the collection efforts in addition to all late fees and administrative fees that I have accrued by my delinquency. Once referred to collections, I am only permitted to pay the collections agency and not Victory Physicians directly. Our collections agency reports aggressively to all 3 credit bureaus.
- I understand that if I allow my account to become delinquent to the degree that Victory Physicians' billing company or staff must make a phone call to bring my account current, credit will not be extended to me in the future and I will have to pay my estimated coinsurance/deductible amount prior to seeing the doctor at all future visits.
- I understand that Victory Physicians may take a verbal request to use my listed credit card for payment on my account and they may also use the same listed credit card on my account should my account become delinquent, or to cover an NSF check.
- If I fail to show up for my appointment, an \$85.00 no show fee will be billed directly to me if the appointment was not cancelled 24 hours in advance. We will grant a one time exception to this rule for all patients. Otherwise there will be no exceptions.
- I understand Victory Physicians requires one paid visit per year to maintain primary care status. At that visit I will be offered Complete Preventive Screening or required to sign a refusal. If I do not come in for that visit I understand that other than this, there will be notification. I will be changed to an Immediate care patient, no refills will be permitted without a visit, and Victory Physicians will no longer be responsible for ALL of my preventive screening issues. I understand I will have to reestablish primary care status with Victory Physicians subject to availability should I desire. I understand it is my responsibility to track what my last visit to Victory Physicians was and that I am able to call in and get the cut-off date should I forget or fail to track it properly.
- Victory Physicians reserves the right to terminate from the practice any patient whose account is not in good standing. All patients in collections are automatically inactivated as patients in our system on the date of referral to collections.
- I understand this billing policy when signed, supersedes all prior billing policies.
- I understand there is no photography or recording permitted in our office at any time and all staff and patients do not consent without specifically stating so in writing.

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