

## **MICHIGAN SPINE AND BRAIN SURGEONS PLLC NOTICE OF PRIVACY PRACTICES**

**This notice describes how medical information about you may be used, disclosed and how you can get access to this information. Please review carefully.**

The Health Insurance Portability & Accountability Act of 1996 (“HIPAA”) is a federal program that requires that all medical records and other individually identifiable health information used or disclosed by us in any form, whether electronically, on paper, or orally, are kept properly confidential. This Act gives you, the patient, significant rights to understand and control how your health information is used. The “HIPAA” provides penalties for covered entities that misuse personal health information.

As required by “HIPAA”, we have prepared this explanation of how we are required to maintain the privacy of your health information and how we may use and disclose your health information.

We may use and disclose your medical records without your authorization only for each of the following purposes:

- **Treatment:** providing, coordinating, or managing health care and related services by one or more health care providers. An example of this would include a physical examination.
- **Payment:** such activities as obtaining reimbursement for services, confirming coverage, billing or collection activities, and utilization review. An example of this would be sending a bill for your visit to your insurance company for payment.
- **Health care operations:** includes the business aspects of running our practice, such as conducting quality assessment and improvement activities, auditing functions, cost-management analysis, and customer service. An example would be an internal quality assessment review.

Certain other uses and disclosures that do not require consent

- **When disclosure is required by federal, state or local law, judicial or administrative proceedings, or law enforcement.** We may disclose when a law requires that we report information to government agencies about victims of abuse, or domestic violence.
- **For public health activities.** We provide coroners, medical examiners and funeral directors necessary information relating to an individual’s death.
- **For health oversight activities.** We will provide information to assist the government when it conducts an investigation or inspection of a health care provider.
- **For purposes of organ donation.** We may notify organ procurement organizations to assist them in organ donations and transplants.
- **To avoid harm.** We may provide information to law enforcement in order to avoid a serious threat to the health or safety of a person or public.
- **For specific government functions.** We may provide information to law enforcement for national security purposes.

We may also create and distribute de-identified health information by removing all references to individually identifiable information. An example of this would be studying surgery outcomes in research.

We may contact you to provide appointment reminders or information about treatment or other health-related benefits and services that are requested by you.

Any other uses and disclosures will be made only with your written authorization. You may revoke such authorization in writing and we are required to abide by that written request, except to the extent that we have already taken actions according to your initial authorization.

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We may follow more stringent Michigan Law, for example minors may seek treatment without parental consent for certain conditions; however, we may notify the parents or guardians of the treatment without the minors' consent.

Workers' compensation cases are exempt from the HIPAA requirement. This means a caseworker can request any part of your medical records or information without your written authorization.

You have the following rights with respect to your protected health information, which you can exercise by presenting a written request to the Privacy Officer:

The right to request restrictions on certain use and disclosure of protected health information, including those related to disclosure to family members, other relatives, close personal friends, or any other person identified by you. We are, however, not required to agree to a requested restriction. If we do agree to a restriction, we must abide by it unless you agree in writing to remove it.

- The right to reasonable requests to receive confidential communications of protected health information from us by alternative means or at alternative locations.
- The right to inspect and obtain a copy your protected health information.
- The right to amend your protected health information.
- The right to receive an accounting of disclosures of protected health information.
- The right to obtain a paper copy of this notice from us upon request.

We reserve the right to change the terms of our Notice of Privacy Practices and to make the new notice provisions effective for all protected health information that we maintain. You have recourse if you feel that your privacy protections have been violated. You have the right to file a written complaint about violations of the provisions of this notice. We will not retaliate against you for filing a complaint.

I have read and understood this notice.

\_\_\_\_\_  
Patient Initials (Guardian Initials if patient is a minor)

\_\_\_\_\_  
Date

## Michigan Spine and Brain Surgeons, PLLC Medical Lien & Assignment Agreement

Patient Name: \_\_\_\_\_ (“Assignor”)

Medical Provider: Michigan Spine and Brain Surgeons (“Assignee”)

In exchange for the professional and/or facility services for surgery and/or medical care that have been or may be provided, the following Lien and Assignment by Assignor to Assignee shall arise and become effective and irrevocable in so far as permitted by law and shall renew with the provision of additional services; in furtherance thereof, Assignor acknowledges the following:

Assignor acknowledges that he/she has received medical services (*defined as all medical care for which liability is incurred and is invoiced by the Medical Provider and for which payment becomes due or becomes past due under any policy of insurance*). Assignor acknowledges that Assignee has not only provided such medical services upon a promise of payment, but has assumed the burden of enforcement of payment obligations of any insurer for benefits due or past due for such services as set forth herein.

A lien is granted in the amount of all charges for services that have been rendered and have been incurred by me for medical care provided by Assignee, and any of its physicians. This lien shall apply to proceeds acquired through the exercise of any rights arising from any claim, recovery, judgment, settlement or adjudication of any claim made by or available to me against any individual or insurance company which gave rise to the medical services provided.

An assignment of the right to enforce payment of charges incurred is granted, for payment of benefits due or past due for medical services, and for which charges are payable under any policy of insurance. Such assignment shall include, in Assignee’s sole discretion, the right to consider appeal of a payment denial under any procedure outlined in any insurance policy, and/or the right to file suit to enforce the payment of benefits due or past due for the medical services incurred and resulting charges under any policy of insurance.

This assignment does not extend to any future benefit for which liability for payment has not been incurred, nor to any benefits not directly related to reimbursement of medical billings already incurred by Assignor that are due or past due. For all purposes of enforcement of this Assignment, Assignee or its agent is designated as my attorney in fact with respect to any action taken in pursuit of payment of benefits for incurred charges. This power of attorney is not intended to, nor does it allow Assignee to take any action on any claim unrelated to the incurred medical expenses, nor to future benefits of any kind or nature, and extends only to those benefits that are presently due or past due following the providing of medical services.

I further instruct my attorneys, \_\_\_\_\_, to treat the medical bill incurred by me from Assignee as a first lien upon any monies recovered, from whatever source, disclaiming any common fund, and to pay the amount of the lien in full, without regard to any costs or attorney fees that I may incur. I further instruct my attorneys to advise Assignee as to the existence of any claim asserted on my behalf relating to the medical services provided, so that Assignee may seek its own counsel and representation to enforce this Lien and Assignment.

Assignee assumes the risk for collection in the event that assignee pursues collection from insurance, so that assignor’s liability will be discharged by any settlement or judgment from insurance.

This assignment shall be irrevocable unless terminated by the Assignee in writing. To the extent that any provision is determined to be unenforceable, it is my intent that the remaining provisions be enforced.

Patient Signature \_\_\_\_\_ (“Assignor”)

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_