# Feigenbaum Neurosurgery, P.A.

Frank Feigenbaum, M.D., FAANS
Specializing in spinal neurosurgery & the treatment of meningeal cysts
frankfeigenbaum.com

Kansas Office 12330 Metcalf Avenue Suite 500B Overland Park, Kansas 66213 Phone: (214) 351-8450 Fax: (214) 366-3713

#### AUTOMOBILE NO FAULT OR LIABILITY INSURANCE INFORMATION

Patient name	DOB	_ Today's Date
	Accident Information  Type of Accident:	Auto Other
	t auto)	
	Non-auto Accident Insurance Information	
Name of Business or Property	Owner:	
Telephone Number:		
Address:		
	going to file a liability claim in connection wit	
-	ection if an auto, premises medical, or liability  Claim N	<u> </u>
Address of policy holder		
Name of Insurance Company_		
Address of Insurance Compar	ny	
Name of Patient's Legal Repr	esentative (if any)	
Phone number of legal represo	entative	
INSU I authorize payment of auto, j	RANCE AUTHORIZATION AND ASSIGN premises medical or liability insurance beneconsent to the release of information to the	MENT efits directly to FEIGENBAUM
	Patient Signature	Date
rights of action for damages	LIABILITY LIEN AUTHORIZATION rgery, P.A., a lien on any and all claims, con I may have, assert, or maintain against a genbaum Neurosurgery, P. A., provided me	any third party who may have
	Patient Signature	Date

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#### FEE GUARANTEE AGREEMENT FOR KANSAS

TODAY'S DATE:
PATIENT:
DATE OF BIRTH:
TREATMENT DATES:
ACCIDENT DATE:

I, the above noted Patient, do hereby authorize and direct my present and any future attorney to honor this fee guarantee agreement. This agreement is made in favor of the above named Medical Provider and shall be termed a "Letter of Protection." The Letter of Protection shall serve to place a continuing lien on any proceeds I recover in any legal action related to the above noted accident date.

**Consideration.** In consideration of the medical treatment provided and time provided to pay for said medical treatment, I hereby grant a direct lien on any and all funds I may recover in any legal action related to the above accident date, subject to the prior obligation to satisfy any Medicare, Medicaid and other governmental authority or private third-party payer liens.

Protection of Outstanding Charges. The above named Patient hereby agrees that if s/he recovers any money from any person or entity in connection with any legal action related to the above noted accident date, the Patient shall withhold from those funds, money sufficient to pay the full outstanding balance of any bill(s) owed to the above named Medical Provider for treatment or any work completed in relation to the above noted accident date. Those funds shall be deducted prior to any other party removing funds for any reason, including but not limited to attorney's fees, costs, other court fees, or any other bill or lien whatsoever, except as set forth in this section below. Patient hereby directs their present and/or future attorney to pay said outstanding medical bill in connection with the above noted treatment. This agreement shall obligate each attorney who represents the above named patient in any way and recovers any funds related to the above noted accident date and creates a constructive trust with said attorney.

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Notwithstanding the above provisions, Patient and Medical Provider understand that Medicare, Medicaid, and certain other governmental authority obligations to pay for Medical Provider's services may be secondary to the obligation to have such services paid from the proceeds of any liability settlement (and any additional private payer coverage that may be applicable). Accordingly, Patient and Medical Provider agree to protect Medicare, Medicaid, and other governmental authority interests under all applicable laws and regulations and recognize that this agreement is not an attempt to shift a healthcare burden to any such payers. Patient and Medical Provider understand and acknowledge Patient's responsibility to properly consider and protect any potential Medicare interests now and going forward and each recognizes that, if Medicare's interests are not properly considered and protected, the Centers for Medicare and Medicaid Services may be entitled to recover money directly from Patient as well as other remedies including the possible withholding of any Medicare benefits to which Patient may be entitled.

Patient and Medical Provider understand that, to the extent that Patient has health insurance through a private third-party payer, that payer may also require that any healthcare costs associated with the above-referenced accident be paid from the proceeds of any liability settlement. Further, Patient and Medical Provider understand that, as is the case with federal and state healthcare programs, the Patient's private third-party payer may pay for healthcare costs subject to an obligation to repay the insurer for such costs upon receipt of any settlement or award. Patient and Medical Provider agree that, to the extent that applicable private third-party payer guidance so instructs, Medical Provider's receipt of funds from any settlement or award in association with the above-referenced accident may be subject to Patient's primary obligation to repay the private third-party payer.

Patient and Medical Provider knowingly acknowledge and recognize that the warranties and representations in this section are a material and significant provision of this Letter of Protection.

**Patient Responsibility.** It is the Patient's responsibility to advise his or her attorney, and any opposing counsel, of the existence of this agreement. Further the Patient must advise the above named Medical Provider at reasonable intervals the status of the legal case. It is also

Date:	_		
Patient Name:	-		
DOB:			

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the Patient's responsibility to advise the Medical Provider within 5 days of legal matter collecting any funds and to request a bill for any and all outstanding charges. The Patient hereby directs their present attorney and any future attorney to advise the Medical Provider, as soon as possible, about any funds related to the accident case becoming available to the above named Patient. Further, if the legal action fails to fully pay the Medical Provider's outstanding balance(s) then the remaining amounts are to be paid by the Patient, subject to any prohibitions on patient balance billing that may be applicable under Medicare, Medicaid or other governmental authority statutory or regulatory requirements, and/ or subject to any private third-party payer guidance limiting the Medical Provider's reimbursement to that paid by the private third-party payer. The Medical Provider reserves the right to bill any third party payer or government payer in compliance with statutes, regulations and guidance applicable to the receipt of such payment.

**Disputes**. If there is a dispute over the Medical Provider's outstanding charges, the parties agree that this Letter of Protection shall be governed by and construed in accordance with the laws of the State of Kansas, without giving effect to its conflict of laws provisions. If the Medical Provider brings suit to collect said sums, Medical Provider shall then have the right to recover attorney fees and costs for bringing an action to enforce this particular provision.

**Approval Required**. This agreement becomes effective when the Patient signs the agreement below. This agreement does not need the approval of any present or future attorney for the Patient.

The parties agree that no party shall be considered the drafting party to this contract.

PATIENT SIGNATURE WITNESS SIGNATURE

**DATE** 

TOD 41/10 DATE

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#### FEE GUARANTEE AGREEMENT FOR TEXAS

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PATIENT:
DATE OF BIRTH:
TREATMENT DATES:
ACCIDENT DATE:

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**Consideration.** In consideration of the medical treatment provided and time provided to pay for said medical treatment, I hereby grant a direct lien on any and all funds I may recover in any legal action related to the above accident date, subject to the prior obligation to satisfy any Medicare, Medicaid and other governmental authority or private third-party payer liens.

Protection of Outstanding Charges. The above named Patient hereby agrees that if s/he recovers any money from any person or entity in connection with any legal action related to the above noted accident date, the Patient shall withhold from those funds, money sufficient to pay the full outstanding balance of any bill(s) owed to the above named Medical Provider for treatment or any work completed in relation to the above noted accident date. Those funds shall be deducted prior to any other party removing funds for any reason, including but not limited to attorney's fees, costs, other court fees, or any other bill or lien whatsoever, except as set forth in this section below. Patient hereby directs their present and/or future attorney to pay said outstanding medical bill in connection with the above noted treatment. This agreement shall obligate each attorney who represents the above named patient in any way and recovers any funds related to the above noted accident date and creates a constructive trust with said attorney.

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Patient and Medical Provider understand that, to the extent that Patient has health insurance through a private third-party payer, that payer may also require that any healthcare costs associated with the above-referenced accident be paid from the proceeds of any liability settlement. Further, Patient and Medical Provider understand that, as is the case with federal and state healthcare programs, the Patient's private third-party payer may pay for healthcare costs subject to an obligation to repay the insurer for such costs upon receipt of any settlement or award. Patient and Medical Provider agree that, to the extent that applicable private third-party payer guidance so instructs, Medical Provider's receipt of funds from any settlement or award in association with the above-referenced accident may be subject to Patient's primary obligation to repay the private third-party payer.

Patient and Medical Provider knowingly acknowledge and recognize that the warranties and representations in this section are a material and significant provision of this Letter of Protection.

**Patient Responsibility.** It is the Patient's responsibility to advise his or her attorney, and any opposing counsel, of the existence of this agreement. Further the Patient must advise the above named Medical Provider at reasonable intervals the status of the legal case. It is also

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Patient Name:	
DOB:	

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**Disputes**. If there is a dispute over the Medical Provider's outstanding charges, the parties agree that this Letter of Protection shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of laws provisions. If the Medical Provider brings suit to collect said sums, Medical Provider shall then have the right to recover attorney fees and costs for bringing an action to enforce this particular provision.

**Approval Required**. This agreement becomes effective when the Patient signs the agreement below. This agreement does not need the approval of any present or future attorney for the Patient.

The parties agree that no party shall be considered the drafting party to this contract.

DATED:	, 20		
PATIENT NAME		DATE OF BIRTH	
PATIENT SIGNATURE		WITNESS SIGNATURE	DATE

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#### WORKER'S COMPENSATION/AUTOMOBILE RELEASE

August 1, 2016

Dear Patient,

Feigenbaum Neurosurgery, P.A. has discussed with you on the phone our medical practice policy of not accepting Worker's Compensation and/or Automobile Injury patients.

We understand based on our conversation with you, that your possible diagnosis of symptomatic Tarlov cysts is not currently related to your filed Worker's Comp and/or auto claim(s).

Our medical practice policy requires that you agree, in writing, prior to scheduling your initial consultation, that any medical claims related to your medical visit for symptomatic Tarlov cysts, will <u>not</u> be included in any current or future Worker's Comp and/or auto claim(s).

When you return this signed document, we will schedule you for an initial consultation visit, for Dr. Feigenbaum to review your MRI and perform a physical examination. We will bill your commercial insurance for this consultation and any surgical treatments that may be medically necessary. In the event that your commercial insurance refuses to pay, then you will be responsible for medical services, as a self-pay patient.

Your signature is your acknowledgement that you have read and agree with Feigenbaum Neurosurgery's medical practice policy outlined in this letter.

If you have any questions, do not hesitate to call.

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Sincerely,

Laura Abshire Office Manager

Feigenbaum Neurosurgery, P.A.

214-351-8450 option 5

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#### WORKER'S COMPENSATION/AUTOMOBILE RELEASE

Date:			
Patient Name:			
DOB:			
l,			
and/or automobile liability cla	•		_
Neurosurgery, P.A. This includ	, •	•	
communications with any lega	•	•	records will only be
provided upon written reques	t with patient's signed	release.	
l,	(patient name),	agree that any medical servi	ces will be billed to my
commercial insurance carrier.			
responsible and will be consid	ered a self-pay patient.	It is my responsibility to ke	ep in contact with staf
regarding any denied claims.	f I do not have insuran	ce, I will be self-pay, and a pa	ayment plan will be
determined before services ar	e rendered.		
Vour cianaturo is asknowlodge	ment that you have re-	ad and agree with Foigonbay	um Nourocurgony's
Your signature is acknowledge medical practice policy.	ment that you have rea	au anu agree with reigenbau	iiii Neurosurgery s
medical practice policy.			
Dationt Cignoturo		Data	
Patient Signature:		Date:	<del></del>
Witness Signature:			
		-	
Witness Name:			
Relation:		Date:	