



Dear Patient,

Thank you for scheduling an appointment with Visionary Eyecare and Surgery.

Appointment Date: \_\_\_\_\_ Time: \_\_\_\_\_

Your appointment for your **Cataract Evaluation** is at:

12855 North Outer Forty Drive, Suite 260

**Walker Medical Building, South Tower**

St. Louis, MO 63141

Phone: (314) 983-9800 Toll Free: (877) 983-9807

We would like to take this opportunity to welcome you as a patient and introduce you to some of our policies and procedures. In this envelope, you will find several papers including:

***Directions to our office, our Practice Policies, Patient Information form, Medical History Form, Review of System Survey, as well as a “Patient Introduction to the Provider - Patient Voluntary Arbitration Agreement”.***

*This is a document that introduces you to our Arbitration Agreement protocol. As you may be aware, costs associated with professional liability insurance have significantly impacted the cost of healthcare. With the help and guidance of our medical professional liability provider we have begun a policy of Arbitration Agreements with our patients. This Introduction serves as an overview of what arbitration is. Please read this carefully and sign.*

Please be sure to bring the completed “Patient Information” form, the “Medical History” forms, the signed “Patient Introduction to...Arbitration Agreement”, your most recent pair of glasses, your insurance card, a photo ID, and any required co-payment to your appointment. If you have any questions or need assistance with your new patient forms, please contact our office prior to your appointment. **Please do not wear contact lenses.**

A typical *Cataract Evaluation* will last anywhere from 2 to 2.5 hours. **Your eyes will be dilated.** Dilation may cause light sensitivity and difficulty with your near vision and typically lasts 4 to 6 hours. ***Some people have difficulty driving while dilated. If you are concerned about this, please bring someone with you to drive you home.***

If for any reason you need to cancel or reschedule your appointment listed above, please call our office at the number above, as soon as possible. We will be happy to find another time that is more convenient for you.

Thank you and we look forward to seeing you!

**At Visionary Eyecare & Surgery, Our Mission is Your Vision!**

**VISIONARY EYECARE & SURGERY, INC.**  
**Mason F. Bias, M.D., F.A.C.S.**  
**Michael V. Stock, M.D.**

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The office is conveniently located in the  
***Walker Medical Building, South Tower***  
12855 North Outer Forty, Suite 260, St. Louis, MO 63141

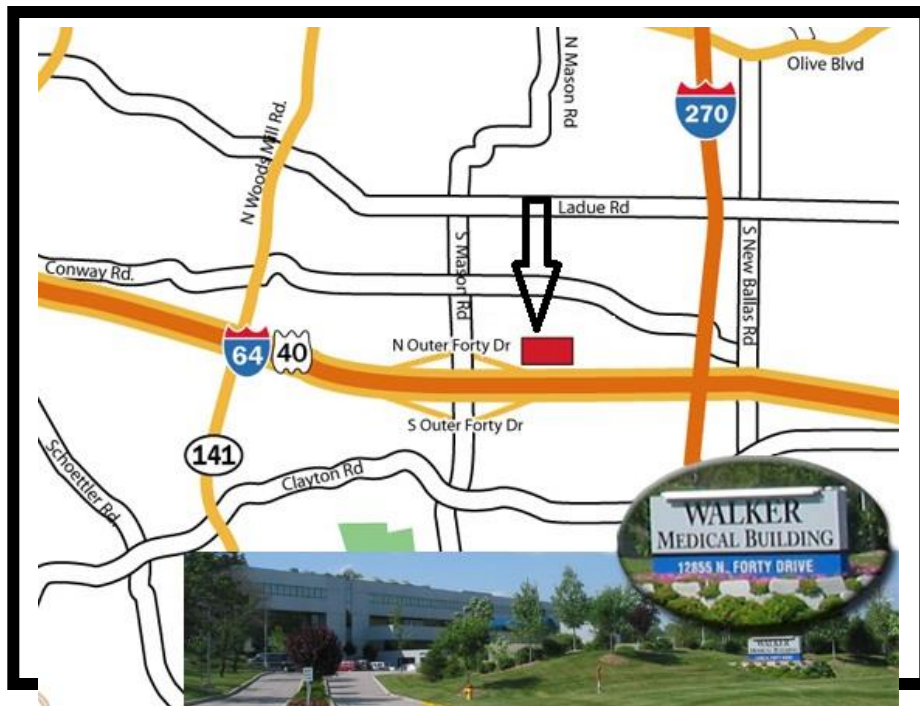
**DIRECTIONS TO OUR OFFICE**

**Traveling North on Hwy 270**, exit onto 40 West to Mason Road, stay in the far right turn lane, this will take you onto the North Outer Forty. Go ½ mile and turn left at the Walker Medical Building sign. Enter at the South Tower.

**Traveling South on Hwy 270**, *exit* onto 40 West to Mason Road, stay in the far right turn lane, this will take you onto the North Outer Forty. Go ½ mile and turn left at the Walker Medical Building sign. Enter at the South Tower.

**Traveling West on Hwy 40**, exit onto Mason Road, stay in the far right turn lane, this will take you onto the North Outer Forty. Go ½ mile and turn left at the Walker Medical Building sign. Enter at the South Tower.

**Traveling East on Hwy 40**, exit onto Mason Road, take a left over the highway, make a right onto North Outer Forty, go ½ mile and turn left at the Walker Medical Building sign. Enter at the South Tower.



Our office is located on the 2<sup>nd</sup> Floor, and our building is handicapped accessible with an elevator conveniently located just inside the front door.

**VISIONARY EYECARE & SURGERY, INC.**  
**Mason F. Bias, M.D., F.A.C.S.**  
**Michael V. Stock, M.D.**

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**PRACTICE POLICIES**

Visionary Eyecare & Surgery (VECS) is committed to providing each patient with the utmost in medical and surgical eye care. The following is a summary of our Practice Policies designed to make your experience as a new patient to our office as efficient as possible.

**Arbitration Agreement**

All of our patients are encouraged to read and sign the attached “Patient Introduction to the Provider-Patient Voluntary Arbitration Agreement”. *This Introduction explains what the Arbitration Agreement is and will answer questions you may have.* The Arbitration Agreement itself will be signed upon check-in at the time of your appointment. *We understand that some patients may have questions regarding this policy. Quite simply, the Arbitration Policy was adopted by Dr. Bias, Dr. Stock, and VECS (as well as by other practices) as a means to reduce the ever rising premiums paid for Professional Liability Coverage.* To date, neither Dr. Bias nor Dr. Stock has ever had any liability claims. Dr. Bias, Dr. Stock, and VECS were not required to implement this policy by the Professional Liability carrier; they have chosen to do so solely as a way to reduce insurance costs. **Surgical consultations may be performed without a signed Arbitration Agreement; however, prior to any surgical or extended care, the Arbitration Agreement would need to be signed.** If you have questions regarding the Arbitration Agreement that were not answered in the Introduction, please feel free to speak with Dr. Bias, Dr. Stock, or our Professional Liability carrier.

**Financial Policy**

While we will file the claims for payment with the patient’s insurance company, it is the patient’s responsibility to know their benefits with their insurance company (i.e. deductibles, co-pays, co-insurances). VECS expects full payment to be rendered upon receipt of the first statement. If payment arrangements are needed, arrangements can be made prior to services being received with the practice administrator. *Surgical patients with a deductible of \$500.00 or greater will be required to place a deposit with the office equal to either the deductible or the estimated allowed amount of the surgery (whichever is less) prior to scheduling surgery.* The deposit can be made on credit card or in the form of a check. Financing options are also available. Outstanding balances over 90 days are subject to intensive collection procedures. Legal fees incurred by VECS to secure payment will be added to your account. *Our complete financial policy is available upon request.*

**Appointment Policy**

We request office visit appointment cancellations be made at least 48 hours in advance to allow other patients access to that time. Patient appointments are scheduled at specific times in order for us to maintain a manageable work flow to allow for less patient waiting time and proper staffing. Therefore, if a patient arrives early for an appointment, we will make every effort to accommodate their early arrival; however, it is possible that they will not be seen until their appointed time. *Patients will be taken in the order of their appointment times, not order of arrival.* Any patient who arrives more than 10 minutes late for their appointment time shall be advised that they are late and that if they choose to stay, every effort will be made to accommodate them. The patient may be rescheduled at our discretion, depending on schedule availability. Patients who no show for their scheduled office visit or surgery may be assessed an administration fee. Complete details may be found in our financial policy, which is available upon request.

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### **What is a Cataract?**

A cataract is a clouding of the lens inside the eye, which is normally clear and transparent. When a cataract develops, the lens becomes foggy like a frosted window. There are many misconceptions about cataracts. They are not tumors or a new growth of skin or tissue over the eye. They don't spread from eye to eye, and they're not caused by using our eyes too much. In fact, no one really knows what causes cataracts, or how to prevent them. They usually develop over a period of years, and are considered a normal part of the aging process. Most of us, if we live long enough, will develop cataracts. But today, thanks to modern surgical techniques, we don't have to live with them.

### **Ultrasonic Cataract Removal**

In the United States, cataracts are typically removed by using ultrasound. Ultrasonic cataract removal (**phacoemulsification**) was first developed over 30 years ago. Constant advances in the ultrasonic equipment as well as the related surgical technique have caused a dramatic transformation in the field of cataract surgery, leading to a marked improvement in patient outcomes. In phacoemulsification, high frequency sound waves are used to remove the cataract. The surgeon makes a very small incision, less than 1/8 inch wide, in the clear part of the eye. A microscopic probe is inserted through this tiny incision, the waves of the ultrasound dissolve the cataract, and it is removed by gentle suction. Ultrasonic cataract removal is safe, quick and painless. With the "No Shot, No Stitch, No Patch" technique, recovery is usually rapid, allowing you to get back to the things you enjoy much more quickly than ever before.

### **Intraocular Lens Implant**

Today, intraocular lens implants are used in almost all cataract surgeries. A clear lens is inserted into the eye during the surgery to replace your cloudy lens. Lens implants give much better vision than cataract glasses and eliminate the need for contact lenses. They also enable you to maintain side vision and depth perception. Even with a lens implant, you may still need to wear glasses, especially for reading or close work. Today's lenses are manufactured according to the most advanced medical and optical knowledge, using a special material that is completely compatible with the delicate tissues of the eye.

### **After Surgery**

After cataract surgery, some patients notice that their vision begins to improve almost immediately. Others may experience blurry vision for the first few days. You may resume your normal activities the day after surgery, taking care to avoid any heavy lifting or straining. For protection, you will wear an eye shield while sleeping for one week. You will be instructed about using your eye drops, and wearing protective sunglasses when you're outside during the day. Between two and six weeks after surgery your eyes will be examined for new glasses, allowing you to maximize your visual potential!

**If you have any questions about cataracts or their removal, please don't hesitate to contact us at (314) 983-9800. Thank you for trusting us with your care.**

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## **Can Anything Help My Astigmatism?**

### **About Astigmatism...**

The human eye is best able to focus if the cornea (the front clear window of the eye) is round like a basketball. Astigmatism occurs when the cornea has an oval shape like a football. This causes light rays entering the eye to be focused at more than one point on the retina, causing a reduction in vision. Many patients suffer some degree of astigmatism and never experience truly clear vision, not knowing what they are missing. Symptoms of astigmatism include: image distortion and shadows, double vision, tilted images, light sensitivity, glare, and tired eyes.

### **What can be done?**

Fortunately, advances in cataract surgery and lens implants have led to techniques that can reduce or eliminate your astigmatism. The *Acrysoft IQ Toric* intraocular lens (IOL) is a revolutionary breakthrough in technology that allows us to correct astigmatism in conjunction with cataract removal. For patients with higher degrees of astigmatism, additional micro incisions can be made along the more highly curved, or “steep” portions of the cornea. This allows those areas to flatten out, giving the cornea a more desirable round shape and better vision.

### **But my doctor recommends I undergo cataract surgery...**

Cataract surgery is the ideal time to correct any astigmatism. That is because with modern cataract removal, all patients receive a lens implant, so why not use one that also corrects astigmatism! Patients enjoy the convenience of having both procedures simultaneously, and give themselves the best chance of clear vision after surgery. Cataract surgery alone can correct only nearsightedness or farsightedness, but not astigmatism. Thus patients may not truly experience their full visual potential if the astigmatism is not also corrected.

### **What benefits could I experience?**

First and foremost, by reducing or eliminating your astigmatism at the time of cataract surgery, **you improve your chances of not needing any glasses for distance vision after surgery. If you do need glasses, they will be lighter and thinner than before surgery**, and often less expensive. You also may experience greater visual comfort, as glare, image distortion, and eye strain are reduced. While no procedure is perfect, Dr. Bias has years of experience in successfully treating astigmatism at the time of cataract removal. ***Patients should remember they will typically still need reading glasses after their cataract removal, whether or not the astigmatism was treated.***

### **Is this service covered by my insurance?**

Unfortunately, Medicare and most other major insurance carriers do not cover “refractive” services. This is why you must make a separate payment for your glasses check at the time of your examination. Keeping with this policy, astigmatism treatment at the time of cataract surgery is also typically not covered.

However, as the leader in cataract care in the St. Louis area, Visionary Eyecare & Surgery is pleased to offer this valuable service for a small additional fee. Because the measurements can be obtained during your pre-operative evaluation, and the procedure is carried out in conjunction with your cataract surgery, we are able to pass these savings on to you. And all for a fraction of the cost of traditional laser vision correction procedures.

### **The Value of Better Vision...**

Better vision at distance without glasses, save money on glasses after surgery, and an improved quality of life...all with a painless, low risk, economical procedure... but only at the time of your cataract surgery! **Ask Dr. Bias or Dr. Stock if this treatment can help you see better, today!**

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**Want to experience the ultimate in vision after cataract surgery?**

**Surgical correction of Presbyopia in conjunction with  
Advanced Cataract Removal is now being offered!**

**Presbyopia** is the natural loss of reading vision that occurs with age, as well as after standard cataract surgery. Until recently reading glasses or bifocals were typically needed to provide up close vision. But thanks to a breakthrough in lens implant technology, many patients can now enjoy distance and reading vision after cataract removal without depending on glasses! Your care includes:

- State of the art cataract removal using the *AMO or Tecnis Multifocal* or the *Alcon ReStor multifocal lens implant*, or the *Bausch & Lomb Crystalens accommodating lens implant*, allowing for distance, near, and intermediate vision. Nearly 90% of patients report never or only occasionally needing glasses; however as with any surgical treatment, individual results may vary, and additional treatment or glasses may be necessary.
- **Mason F. Bias, M.D., F.A.C.S.**, and **Michael V. Stock, M.D.**, are specialists in the field of cataract surgery with over 20 years and 15,000 cases of combined surgical expertise. Our surgeons utilize the “No-Shot, No-Stitch, No-Patch” cataract removal technique, allowing for the most rapid improvement in visual function and the greatest degree of comfort after surgery.
- Comprehensive pre-operative evaluation and counseling to include a detailed determination of the refractive state of your eye, corneal pachymetry to evaluate for underlying corneal disease, and other advanced tests and measurements not typically covered under Medicare or private insurance benefits for traditional cataract removal.
- For patients with significant pre-existing astigmatism, **Limbal Relaxing Incisions (LRI)** are also included to maximize your visual potential. Please see our related flyer on astigmatism for more details.

Please complete and return the enclosed “**Vision and Lifestyle Questionnaire**” to see if you’re a candidate for this exciting breakthrough in lens implant technology, and enjoy a whole new world of brightness, color, and range of vision with less dependence on glasses after your cataract procedure!

*Additional fees apply and are in addition to the standard fees billed by the surgeon and the facility for cataract removal to your insurance carrier. You may still be responsible for a portion of these charges, depending on your insurance coverage. Please feel free to discuss these billing procedures with your surgical representative if you have any questions.*

**At Visionary Eyecare & Surgery, Our Mission is Your Vision!**

<b>Patient Information</b>		<b>(Please Print)</b>		Date:
Patient Name:				
Social Security Number:		Date of Birth:		Age:
				Sex:
Address:				County:
City:		State:		Zip:
Home Phone:		Cell Phone:		
<b>Marital Status:</b> <input type="checkbox"/> Divorced <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Life Partner <input type="checkbox"/> Single <input type="checkbox"/> Other _____		<b>Race:</b> <input type="checkbox"/> Asian <input type="checkbox"/> Caucasian <input type="checkbox"/> Native Indian <input type="checkbox"/> African American <input type="checkbox"/> Hispanic <input type="checkbox"/> Other _____		
<b>Primary Language:</b> <input type="checkbox"/> English <input type="checkbox"/> Other _____ <input type="checkbox"/> Spanish		<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <input type="checkbox"/> Unknown or Not Reported		
Occupation:		E-mail Address:		
Employer / Company Name:				
Employer / Work Address:		Employer / Work Phone:		
Spouse's Name:		Spouse's Employer:		
Spouse's Date of Birth:		Spouse's Employer / work Phone:		
Spouse's Social Security Number:		Spouse's Employer / work Address:		
Person Responsible for Payment (if other than self):		Relationship to you:		
Date of Birth:		Home Phone:		Cell Phone:
Social Security Number:		Address:		
Family Physician / Primary Care Physician's Name:		Optometrist:		
Family Physician Address:		Optometrist Address:		
Family Physician Phone / Fax #:		Optometrist Phone / Fax #:		
Pharmacy Name:		Pharmacy Address / Phone / Fax #:		
<b>Whom May We Thank for Referring You?</b>				

Patient Name \_\_\_\_\_

Date \_\_\_\_\_

### Medical History Form

Do you wear glasses?  YES  NO

Do you wear contacts?  YES  NO

Have you ever been told by a doctor that you have:  Glaucoma  Cataracts  
 Lazy/Crossed Eye  Macular Degeneration  Retinal Detachment Other: \_\_\_\_\_

Have you ever had any **surgery on your eyes**?  YES  NO

What type of **eye surgery**? \_\_\_\_\_ Date of Surgery: \_\_\_\_\_

Doctor's Name: \_\_\_\_\_ Do you use any eye drops?  YES  NO

Name of eye drops? \_\_\_\_\_ Which eye and how often do you use drops? \_\_\_\_\_

Have you ever been told by a doctor that you have:

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> High Blood Pressure | <input type="checkbox"/> Diabetes             | <input type="checkbox"/> Stroke            | <input type="checkbox"/> Arthritis     |
| <input type="checkbox"/> Heart Disease       | <input type="checkbox"/> Migraines            | <input type="checkbox"/> Kidney Disease    | <input type="checkbox"/> Rosacea       |
| <input type="checkbox"/> COPD                | <input type="checkbox"/> Asthma               | <input type="checkbox"/> Pulmonary Disease | <input type="checkbox"/> Liver Disease |
| <input type="checkbox"/> Seasonal Allergies  | <input type="checkbox"/> Cancer - Type: _____ | <input type="checkbox"/> Other: _____      |  |

Have you had any surgeries, other than on your eyes? If YES, what type and when? \_\_\_\_\_

List ALL medications you take on a regular basis: Please include **dosage & milligram** information.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you ALLERGIC to any MEDICATIONS or LATEX?  YES  NO

If YES, which ones? \_\_\_\_\_

Has anyone in your family been told they have?

- |  |   |
|--|---|
| <input type="checkbox"/> Glaucoma Who? _____             | <input type="checkbox"/> Heart Disease Who? _____ |
| <input type="checkbox"/> Cataracts Who? _____            | <input type="checkbox"/> Diabetes Who? _____      |
| <input type="checkbox"/> Crossed/Lazy Eye Who? _____     | <input type="checkbox"/> Cancer Who? _____        |
| <input type="checkbox"/> Macular Degeneration Who? _____ |   |

Do you smoke?  YES  NO How much? \_\_\_\_\_ For how long? \_\_\_\_\_

Do you consume alcohol?  YES  NO How much? \_\_\_\_\_



Patient Name \_\_\_\_\_

Date \_\_\_\_\_

**REVIEW OF SYSTEMS**

**Do you currently experience any of the following on a daily basis?  
PLEASE circle "Y" or "N" for each item.**

**GENERAL/CONSITUTIONAL**

Headaches	Y	N
Fatigue	Y	N
Insomnia	Y	N
Fever	Y	N

**ENT**

Hearing loss	Y	N
Ringing in the ears	Y	N
Sinus problems	Y	N
Vertigo	Y	N

**RESPIRATORY**

Shortness of Breath	Y	N
Wheezing	Y	N

**CARDIOVASCULAR**

Chest pain	Y	N
Heart palpitations	Y	N

**GASTROINTESTINAL**

Heartburn	Y	N
Nausea	Y	N
Constipation	Y	N
Diarrhea	Y	N
Abdominal pain	Y	N

**GENITOURINARY**

Urinary urgency/frequency	Y	N
Blood in urine	Y	N

**INTEGUMENTARY**

Skin rash	Y	N
Hives	Y	N

**ENDOCRINE/IMMUNOLOGIC/LYMPHATIC**

Increased thirst	Y	N
Increased urination	Y	N
Bleeding	Y	N
Bruising	Y	N

**NEUROLOGICAL/PSYCHOLOGICAL**

Fainting	Y	N
Tremors	Y	N
Dizziness	Y	N
Seizures	Y	N
Low mood	Y	N
Irritability	Y	N

**MUSCULOSKELETAL**

Joint pain	Y	N
Muscle pain	Y	N
Night cramps	Y	N

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**Michael V. Stock, M.D.**

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**Vision and Lifestyle Questionnaire**

Patient Name (printed): \_\_\_\_\_

*Thank you for selecting our practice for your cataract care. An important first step in your cataract treatment is this Vision and Lifestyle Questionnaire. This will help us understand what is most important to you and assist us in recommending the lens implant that best suits your lifestyle and eye health. Please fill this form out completely. We will review it with you during your visit.*

1. Would you like to reduce dependence on glasses or minimize their wear after your cataract procedure?  
 Yes       No

2. What is your occupation? \_\_\_\_\_

3. What activities do you regularly enjoy? *(Please check all that apply)*

Reading     Sewing       Computer     Playing Cards     Golfing     Hunting

Shopping     Cooking     Driving       Sporting Events     TV/Movies

Other \_\_\_\_\_

4. Is driving at night a significant concern for you now or after your procedure?  Yes     No

5. Do you plan on doing a significant amount of night driving after your cataract procedure?  Yes     No

6. Which tasks would you prefer to be able to do or see after surgery without glasses? *(Choose only one)*

Near activities (ie; reading, sewing, card playing)

Intermediate activities (ie: shopping, computer, cooking)

7. Are you willing to pay a small additional amount out of pocket for the ability to reduce your dependence on glasses?       Yes       No

*Thank you for completing this short questionnaire. We greatly appreciate your decision to trust us with your cataract care, and sincerely hope that you will recommend our services to your family and friends!*

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Date

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**Pre-Surgical Cataract Patient Questionnaire**

Patient Name (printed): \_\_\_\_\_

\*\* Please check the following activities you have difficulty with or symptoms you experience, even with glasses:

- Reading small print, such as medicine labels, telephone books, newspaper or a book.
- Doing fine handwork like threading a needle, sewing or carpentry.
- Reading traffic or street signs or recognizing someone's face from across the street.
- Writing checks or filling out forms.
- Watching television.
- Seeing halos or starbursts around lights at night.
- Glare caused by headlights or bright sunlight.
- Seeing well in poor or dim light.
- Double vision, hazy and/or blurry vision, or poor color vision.

1) How much difficulty do you have driving during the day because of your vision?  
 Little difficulty     Moderate amount of difficulty     Great deal of difficulty

2) Insurance will pay for Cataract Surgery, but only when BOTH the doctor and you, the patient, are in agreement that your vision is limited by the presence of a cataract. The doctor will examine you today and document his opinion. Do **YOU** feel that your vision has become bad enough to warrant surgery?  
 Yes                       No

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Patient Signature

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Date

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**INFORMATION ABOUT *REFRACTIONS* & WHY THEY ARE  
TYPICALLY NOT COVERED BY INSURANCE.**

Federal insurance programs, like Medicare and Medicaid, and even private insurance contracts cover most medical and surgical eye exams, *but they typically do not cover the eye service called "refraction"*.

**What is Refraction?**

Refraction is a testing procedure that measures how much optical (focusing) error an eye has. Certain eye measurements are taken using a variety of instruments. Based on these measurements, a series of trial lenses are placed in front of your eyes, and you are asked to compare one lens with another to determine which lens combination offers you better vision. This leads to a determination of how well you see.

**When Does Insurance NOT Pay for a Refraction?**

Most health insurance was not designed to pay for non-emergency or routine procedures. Thus, Medicare, Medicaid, HMOs, and most private policies will not pay for refraction. Almost all insurance payors consider a refraction merely to obtain a prescription to improve vision as a routine procedure and will not reimburse it.

**When DOES Private Insurance Pay for Refraction?**

Most health insurance will pay for medical examinations. If you have a sudden eye problem or visually threatening medical or surgical eye condition, refraction will be performed as part of your eye evaluation. Refraction in this instance is necessary to learn your eye's best vision capability at the time of the examination. That "best vision" becomes a baseline for checking for any changes that may occur as your eye condition is treated. ***It is a necessary part of the exam for both medical and legal purposes.*** In this case, it is possible that the refraction may be covered by your insurance. **However, Medicare typically will not cover refraction under any circumstances.**

**Who Has Made This Distinction for Insurance Coverage?**

It is our government (for Medicare and Medicaid) or your own insurance company that determines exactly which clinical services are covered by their policies, and not your individual physician. Therefore, if you have any questions or concerns regarding your coverage, you will need to address these with your specific insurance carrier.

**What is Our Policy?**

**At Visionary Eyecare & Surgery Inc., we are dedicated to providing our patients with the very best medical and surgical eyecare in the region. Therefore, a refraction will be performed when medically necessary (typically *this includes all new patients, those presenting with decreased vision and on a yearly basis thereafter*). Additionally, we are happy to perform refraction during any visit at your request. However, please keep in mind that most of the time this service will not be covered, and you will be responsible for this charge. We appreciate your understanding in this matter.**

Our fee for the refraction is **\$40.00**, and is collected at the time of your visit, in addition of any co-payments or deductible due for the medical portion of your examination.

I have read the above information and understand that the refraction is a **non-covered** service. I accept full financial responsibility for the cost of this service. The co-payment and deductible are separate from and not included in the refraction fee.

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Patient Signature or Signature of person acting on patient's behalf

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Date

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**Michael V. Stock, M.D.**

**Privacy Notice Receipt, Signature on File, Assignment of Benefits, Financial Agreement**

Patient Name (*print*): \_\_\_\_\_

**HIPAA Notice of Privacy Practices:** I acknowledge that I have received, reviewed, understand and agree to the Notice of Privacy Practices of Visionary Eyecare & Surgery, Inc., which describes the Practice’s policies and procedures regarding the use and disclosure of any of my Protected Health Information created, received or maintained by the Practice.

**Medicare/Medigap:** I request that payment of authorized Medicare and/or Medigap benefits be made on my behalf to Visionary Eyecare & Surgery, Inc., for any services furnished me by that provider. I authorize any holder of medical information about me to release to the Centers for Medicare and Medicaid Services (formerly Health Care Financing Administration) and its agents and to the insurer or agency of the Medigap policy any information needed to determine these benefits payable for related services. Visionary Eyecare & Surgery, Inc. accepts the charge determination of the Medicare carrier as the full charge, and I am responsible only for the deductible, coinsurance and non-covered services. Co-insurance and deductible are based upon the charge determination of the Medicare carrier.

**Release of Information:** Visionary Eyecare & Surgery, Inc. may disclose all or any part of my medical record and/or financial ledger, including information regarding alcohol or drug abuse, psychiatric illness, communicable disease, or HIV, to any person or corporation (1) which is or may be liable or under contract to Visionary Eyecare & Surgery, Inc. for reimbursement for services rendered, and (2) any health care provider for continued patient care. Visionary Eyecare & Surgery, Inc. may also disclose on any anonymous basis any information concerning my case, which is necessary or appropriate for the advancement of medical science, medical education, medical research, for the collection of statistical data or pursuant to State or Federal law, statute or regulation. A copy of this authorization may be used in place of the original.

**Other Insurance:** I understand that Visionary Eyecare & Surgery, Inc. maintains a list of health care service plans with which it contracts and a list of plans is available from the business office. Visionary Eyecare & Surgery, Inc. has no contract, expressed or implied, with any plan that does not appear on the list. The undersigned agrees that I am individually obligated to pay the full charge of all services rendered to me by Visionary Eyecare & Surgery, Inc. if I belong to a plan that does not appear on the above mentioned list.

**Non-Covered Services:** I understand that Visionary Eyecare & Surgery, Inc.’s contracts with health care service plans relate only to items and services which are “covered” by the health care service plans. Accordingly, the undersigned accepts full financial responsibility for all items or services, which are determined by the health care service plans not to be covered.

**Assignment of Benefits:** I request that payment of insurance benefits be made to Visionary Eyecare & Surgery, Inc., Mason F. Bias, M.D., or Michael V. Stock, M.D., for any services furnished to me by that provider. I understand my signature requests that payment be made and authorizes release of medical information necessary to pay the claim. If co-payments and/or deductibles are designated by my insurance company or health plan, I agree to pay them to Visionary Eyecare & Surgery, Inc.

I agree that in the event I receive any check, draft or other payment subject for services provided me by Visionary Eyecare & Surgery, Inc. that I will immediately deliver said check, draft or payment to Visionary Eyecare & Surgery, Inc., who will apply the proceeds from the check, draft or payment to my account for the services rendered.

**Financial Agreement:** I realize that all medical and surgical charges incurred by me or my dependents for services rendered by Visionary Eyecare & Surgery, Inc. are my financial responsibility. In the event of any default in the performance of this agreement, all amounts due Visionary Eyecare & Surgery, Inc. shall become immediately due and payable. Should this account be placed with an attorney for collection, I agree to pay the collection expenses and reasonable attorney’s fees. I understand and agree that if my account is delinquent, I may be charged interest at the legal rate.

\_\_\_\_\_  
Patient Signature or Authorized Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**VISIONARY EYECARE & SURGERY, INC.**  
**Mason F. Bias, M.D., F.A.C.S.**  
**Michael V. Stock, M.D.**

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**AUTHORIZATION FORM FOR DISCLOSURES TO FAMILY MEMBERS,  
CARE GIVERS AND OTHERS  
PROTECTED HEALTH INFORMATION**

Our Notice of Privacy Practices provides information about how we may use and disclose protected health information (PHI) about you. On occasion, the patient and the Practice may want to share PHI for reasons other than treatment, payment, and health care operations. This form summarizes the anticipated use of information about you for which this authorization is required. The Practice provides this form to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Specific description of information to be disclosed to your specified relatives, care givers, or others: Diagnosis, treatment, test results, follow-up recommendations, and billing information.

The Practice employees and doctors may disclose this information.

Individuals who may receive and use the disclosed information:

Name	Relationship	Name	Relationship
1) _____	_____	2) _____	_____
3) _____	_____	4) _____	_____

This authorization will remain effective until revoked or replaced by the patient.

The above mentioned protected health information may be subject to re-disclosure by the party receiving the information and may no longer be protected by the privacy rules.

By signing this form, you authorize the Practice to use and disclose protected health information about you for the reasons mentioned above. You have the right to revoke this authorization at any time, in writing, signed by you. However, such a revocation shall not affect any disclosures we have already made in reliance on your prior authorization. Submit your revocation to the Office Manager of the Practice.

\_\_\_\_\_  
**Patient** Signature/Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**At Visionary Eyecare & Surgery, Our Mission is Your Vision!**

## **PATIENT INTRODUCTION TO THE PROVIDER–PATIENT VOLUNTARY ARBITRATION AGREEMENT**

In an effort to provide some explanation regarding the Provider–Patient Voluntary Arbitration Agreement, this Patient Introduction to the Provider–Patient Voluntary Arbitration Agreement (“Patient Introduction”), which forms a part of the Provider–Patient Voluntary Arbitration Agreement, is provided to you in order to make you more aware of the terms of that agreement.

### **What is the Provider–Patient Voluntary Arbitration Agreement?**

This is an agreement between you and your medical provider to resolve disputes without going to court. The definition of your medical provider includes your physician, the company or medical group that your physician is a part of, and its agents, employees, associates, staff members, partners, officers, directors, shareholders, proprietors or equity owners (collectively referred to as the “Provider”). You should read the agreement carefully before deciding whether or not to sign.

### **What claims are covered?**

All present or future claims of any kind between you and your family or those acting on your behalf and your Provider for which you might sue your Provider are subject to arbitration, except for claims that your Provider may have against you for payment of fees for medical services rendered. Those medical fees may be recovered in associate circuit court or small claims court by the Provider.

### **What is arbitration?**

Arbitration is an alternative way of resolving disputes. Instead of taking your disagreement through the sometimes long and expensive process of court litigation, you and your Provider agree in advance to submit any disputes arising out of the Provider’s services to arbitration. Parties to arbitration have the right to present evidence and subpoena and cross-examine witnesses. After a hearing, which is usually less formal than a court proceeding; the arbitrator(s) make(s) a final decision. Although the procedures are different, generally the same laws and same measure of damages applied in court proceedings apply in arbitration. Missouri law will be applied by the arbitrators to the dispute under the agreement.

### **Who chooses the arbitrator(s)?**

You and your Provider each agree to appoint an arbitrator, and those arbitrators will appoint a third arbitrator. If you and your Provider do not make a timely selection, either you or your Provider may apply to the state circuit court to have the court name or appoint an arbitrator to hear the arbitration proceeding. Chapter 435 of the Revised Statutes of Missouri also provides for the court to appoint an arbitrator if there is no agreement on identifying the third arbitrator.

### **Who is bound by this agreement?**

If you choose to sign the Provider–Patient Voluntary Arbitration Agreement, you will be agreeing to bind yourself and anyone who could bring suit in connection with treatment or services provided to you by your Provider. If you sign on behalf of a family member or some other person for whom you have responsibility, you will bind that person as well as anyone who could sue in connection with the treatment or services provided to that person by his or her Provider. Likewise, the Provider, or anyone suing on behalf of the Provider, is bound by the agreement. If the Provider is temporarily absent from practice and refers you to a substitute physician or other Provider who has agreed to be bound by the terms of this agreement, then any disputes between you and the substitute physician or Provider, or vice versa, will also be subject to arbitration.

Any other person with an interest in the dispute will be permitted and may be required to participate in the arbitration proceeding so that the entire matter may be arbitrated at one time.

May I be represented by an attorney of my choice?

Yes. Any party to arbitration may be represented by an attorney of his or her choice, at his or her own expense. The arbitrators will hear the facts and decide the case whether or not the parties are represented by attorneys.

What does arbitration cost?

In general, the arbitration process is less expensive than court actions. However, arbitrators are paid a fee on an hourly basis, and the amount of the fee depends on the complexity and length of the case and the overall amount of time expended by the arbitrators. The arbitrators' fees are to be shared equally by the parties.

If either party does not like the arbitration result, could there still be a jury trial in court?

Generally, the answer is "no." The whole purpose of arbitration is to avoid the expense, time, delay and inconvenience of going to court. Arbitration awards may be appealed to a court, but they may be overturned only under extremely limited circumstances.

Do I really have a choice?

Yes. You are not required to sign the agreement. If you do sign the agreement and change your mind, you can cancel the agreement by giving written notice to your Provider within seven (7) days after the date you sign the agreement. If you do sign the agreement and do not cancel it within that seven (7) day period, then you and the Provider will be bound by the agreement for the course of, and for any disputes or controversies relating to, your treatment by the Provider.

What if I have other questions?

If you have any questions about the agreement, we would urge you to contact your personal attorney. You are also free to speak with the Provider or the Provider's Professional Liability carrier about any questions you may have.

The undersigned hereby acknowledges that he or she has read this Patient Introduction carefully, has received this Patient Introduction in connection with the Provider–Patient Voluntary Arbitration Agreement, and has obtained a copy of the Patient Introduction and the Provider–Patient Voluntary Arbitration Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Patient Name (print)

\_\_\_\_\_  
Date



## **PROVIDER–PATIENT VOLUNTARY ARBITRATION AGREEMENT**

### **I. Agreement to Arbitrate**

The parties to this Provider–Patient Voluntary Arbitration Agreement (“Arbitration Agreement”) are Mason F. Bias, M.D., F.A.C.S., Michael V. Stock, M.D., and Visionary Eyecare & Surgery, Inc., (collectively, the “Provider”), and the Patient named below. It is understood that any dispute as to medical malpractice—that is as to whether any medical services rendered or that were failed to be rendered by the Provider or by any of Provider’s agents, employees, associates, staff members, partners, officers, directors, shareholders, proprietors or equity owners to the Patient were unnecessary or unauthorized, were improperly, negligently or incompletely rendered, or the failure to render such services was improper or otherwise negligent—will be determined by submission to arbitration binding upon the parties and not by a lawsuit or other resort to court or the judicial process except as state law provides for judicial review of arbitration proceedings.

The parties recognize that, in Missouri, there is a right to appeal an arbitration award; however, unless there is evidence of fraud on the part of the arbitrator(s) or a serious procedural defect, an arbitration award pursuant to this Arbitration Agreement would not be overturned and would be a final award. The parties to this Arbitration Agreement, by entering into it, are waiving their constitutional right to have any such dispute decided in a court of law before a jury or before a judge and instead are accepting the use of arbitration as the appropriate and exclusive forum to resolve any dispute or controversy between them.

### **II. All Claims Must be Arbitrated**

It is the mutual agreement and intention of the parties that this Arbitration Agreement bind all parties whose claims may arise out of or relate to treatment or services provided by the Provider, including any spouse or heirs of the Patient, or any others making a claim on the Patient’s behalf, and any children, whether born or unborn at the time of the occurrence giving rise to any claim, including where a claim arises due to the treatment of or services provided to any pregnant woman. The term “Patient” herein shall include that individual receiving medical treatment or advice and, where applicable, shall include both the woman patient and the woman’s expected child or children. The term “Provider” herein shall include all of Provider’s agents, employees, associates, staff members, partners, officers, directors, shareholders, proprietors or equity owners.

The parties mutually agree that they shall submit to binding arbitration all disputes (except actions by the Provider to collect a fee) against each other and their respective agents, partners, associates, officers, directors, shareholders, equity owners, employees, representatives, members, fiduciaries, governing bodies, subsidiaries, parent companies, affiliates, insurers, attorneys, predecessors, estates, successors and assigns, or any of them and all persons, corporations, partnerships or other entities with whom any of the former have been, are now or may be affiliated with at the time of the accrual of the cause of action, for all disputes arising out of or in any way related to or connected with the care and treatment of the Patient provided by the Provider, including but not limited to any disputes concerning alleged personal injury to the Patient caused by improper or inadequate care; allegations of medical malpractice; claims of loss of consortium, wrongful death and emotional distress; any disputes concerning whether any statutory provisions relating to the Patient’s rights under Missouri law were violated; any claim for punitive damages; and any other dispute under Missouri or federal law based on contract, tort or statute, all of which shall be determined by submission to binding arbitration and not by a lawsuit or resort to judicial process except as state law provides for judicial review of arbitration proceedings. The filing of any action in any court by the Provider to collect any fee from the Patient shall not waive the right to compel arbitration of any other claim as described above. Following the

assertion in court of any claim against the Provider, however, any fee dispute, whether or not the subject of any existing court action, shall also be resolved by arbitration.

### **III. Procedures and Applicable Law**

A demand for arbitration under this Arbitration Agreement must be communicated in writing to all parties. Each party shall select an arbitrator ("Party Arbitrator") within thirty (30) days of such demand, and a third arbitrator ("Neutral Arbitrator") shall be selected by the appointed Party Arbitrators within sixty (60) days thereafter. In the event the two Party Arbitrators fail to select the Neutral Arbitrator within the sixty (60) day period, a third arbitrator will be appointed from a panel of five arbitrators supplied by Pinnacle Arbitration and Mediation Services, 4232 Forest Park Ave, Saint Louis, Missouri 63108. Within thirty (30) days of the panel of five arbitrators being supplied, the parties will each strike two arbitrators on the panel according to the following procedure and the remaining arbitrator will be the Neutral Arbitrator. First, the Provider will strike one of the arbitrators on the panel; then the Patient will strike one of the remaining four arbitrators on the panel; then the Provider will strike one of the remaining three arbitrators on the panel; finally, the Patient will strike one of the remaining two arbitrators on the panel. Either party shall have the right to request the state circuit court located in the county where the Patient resides or where the Provider's principal place of business is located to appoint a neutral arbitrator in the event that the method provided herein fails, and the court's selection shall be final and binding on the parties.

Each party to the arbitration shall pay one hundred percent (100%) of the expenses and fees of its own Party Arbitrator and fifty percent (50%) of the expenses and fees of the Neutral Arbitrator as well as other expenses and fees of the arbitration, not including its own counsel fees or witness fees or other expenses incurred by a party for such party's own benefit.

The arbitrators shall apply the laws of the State of Missouri, including the applicable statute of limitations and the limitation on damages applicable to medical malpractice cases against health care providers, which is found in Chapter 538 of the Revised Statutes of Missouri.

The arbitration hearing will be held before a panel of three (3) arbitrators unless the parties agree otherwise. A decision by the majority of arbitrators hearing the case shall be the final decision of the arbitrators in the arbitration.

Any party to the arbitration as set forth in this Arbitration Agreement may be represented by an attorney of his or her choice at his or her own expense. The arbitrators will hear the facts and reach a decision whether or not the parties are represented by an attorney.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the Neutral Arbitrator. However, all claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding or else waived.

The parties consent to the intervention and joinder in this arbitration of any person or entity which would otherwise be a proper additional party in a court action and upon such intervention or joinder, any existing court action against such additional person or entity shall be stayed pending arbitration.

The arbitration proceeding shall be conducted in accordance with the provisions of Chapter 435 of the Revised Statutes of Missouri, as such may be amended from time to time.

All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding or else waived. A claim shall be waived and forever barred if: (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable state statute of limitations; (2)

the Patient fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence; or (3) the Patient fails to raise all potential claims from the same incident, transaction or related circumstances to the arbitration proceeding.

**IV. Acknowledgements**

Upon signing this Arbitration Agreement submitting to binding arbitration all disputes or controversies arising out of the Provider's services provided to Patient, the Patient hereby acknowledges the following:

The Patient, and/or his or her legal representative, understands that he or she has the right to consult with an attorney of his or her choice before signing this Arbitration Agreement.

The Patient, and/or his or her legal representative, understands, agrees to, and has received a copy of this Arbitration Agreement, has had an opportunity to ask any questions about this Arbitration Agreement and has entered into this Arbitration Agreement willingly.

Each party agrees to waive the right to a trial, before a judge or jury, for all disputes (except actions by the Provider to collect a fee) as stated above, subject to the provisions of binding arbitration under this Arbitration Agreement.

This Arbitration Agreement may be revoked by Patient upon written notice delivered to the Provider within seven (7) days of the Patient's signature date, and if not revoked within that time frame, it will govern all claims regarding medical services involving Patient and Provider.

The Patient, and/or his or her legal representative, acknowledges that he or she has read carefully each provision of this Arbitration Agreement and the Introduction to the Provider-Patient Voluntary Arbitration Agreement and has a received a copy of each.

**V. Miscellaneous**

The original Arbitration Agreement is to be filed in Patient's medical records.

If any provision of this Arbitration Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

Prior to signing this document, Patient may confer with Provider in order to request any change or modification to the provisions of this document. Patient is encouraged to notify Provider of any provision Patient disagrees with and Patient and Provider may amend any provision in writing which both agree to change. This Arbitration Agreement contains the entire agreement of the parties with respect to the resolution of disputes between the undersigned Patient and Provider.

If Patient intends this Arbitration Agreement to cover services rendered before the date it is signed (for example, emergency treatment), Patient should initial below.

Effective as of the date of first medical services.

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Patient's initials

**THE UNDERSIGNED ACKNOWLEDGE THAT EACH OF THEM HAS READ THIS ARBITRATION AGREEMENT AND UNDERSTANDS THAT BY SIGNING THIS ARBITRATION AGREEMENT, EACH HAS WAIVED HIS OR HER RIGHT TO A TRIAL, BEFORE A JUDGE OR A JURY, AND THAT EACH OF THEM VOLUNTARILY CONSENTS TO ALL OF THE TERMS OF THIS ARBITRATION AGREEMENT.**

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

**“PROVIDER”**

**“PATIENT”**

**Visionary Eyecare & Surgery, Inc.**  
Company Name

\_\_\_\_\_  
Patient’s Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Patient                      Date

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Name of Patients Agent or Representative

Michael V. Stock, M.D.  
Mason F. Bias, M.D., F.A.C.S.  
Physician Name

\_\_\_\_\_  
Relationship to Patient

Translated by (if applicable):

\_\_\_\_\_  
Signature of Agent or Representative

\_\_\_\_\_  
Signature                                      Date

\_\_\_\_\_  
Print Name

## **AGREEMENT**

For and in consideration of the medical care and services provided by Mason F. Bias, M.D., F.A.C.S., Michael V. Stock, M.D., and the agents, employees, associates, staff members, partners, officers, directors, shareholders, proprietors or equity owners of Visionary Eyecare & Surgery, Inc. (collectively referred to as the “Provider”) to the undersigned, the undersigned agrees that in the event there shall be a claim, dispute or disagreement pertaining to the provision of medical care, or lack of medical care, including any claim of negligence (meaning the failure to use that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Provider’s profession) by or on behalf of Provider or any agent, employee, associate, staff member, partner, officer, director, shareholder, proprietor or equity owner of Provider, the undersigned agrees that in such event: (I) prior to making any claim against Provider or any person included within the term Provider, the undersigned shall obtain a signed affidavit from a Missouri-licensed medical doctor practicing and board certified in the subspecialty of the medical services which are the subject of the claim, stating that the Provider was negligent (as defined above) in providing medical care, and deliver such affidavit to Provider, and (ii) each and every expert witness testifying in any proceeding on the undersigned’s behalf shall be a Missouri-licensed medical doctor practicing and board certified in the subspecialty of the medical services which are the subject of the claim.

\_\_\_\_\_  
Patient Signature

\_\_\_\_\_  
Date