



# Privacy and Consent Agreements

## Billing and Finances

**My Payment Responsibility:** I understand that my **co-payment, my co-insurance, or deductible is due at the time of medical service**. I understand **all non-covered items and charges are my financial responsibility**. **Any amount not covered by my insurance company, is due within 30 days** of the appointment. **Any late payment will incur a \$15.00 fee**. If I do not make payment or payment arrangements with the practice by the due date, in addition to the late fee, I will be sent to collections and I may be subject to dismissal from the practice.

The practice accepts payment by cash or credit card. I understand my co-pay amount is usually stated on the health insurance plan card and may be adjusted by the health insurance company periodically according to my plan's policy agreement.

**Assignment of Benefits:** The practice has contracted with a number of health insurance company benefit plans. I authorize and direct my insurance company to pay all such benefits to the practice and I appoint the practice to act as my authorized representative in requesting an appeal from my insurance company regarding any denial of payment. I hereby assign and transfer to the practice all medical provider benefits payable and related rights, including my rights to appeal any denial of benefits of limitation of coverage existing under the insurance policies of benefit plans that I have identified or will identify in connection with the patient's care. I understand that this assignment does not relieve me of any responsibility I may have for payment of charges not paid by the insurance company, unless otherwise provided by the terms of an agreement between the insurance company and this practice.

**Guarantee of Payment:** In addition to the financial statement and bill I receive from this practice, I may receive a bill from other health care providers, health care facilities, laboratory facilities, or diagnostic imaging facilities for professional services rendered. I agree that these other services do not involve the direct care received from this practice and they have the right to bill me directly or my insurance company for payment of such services.

**Vaccinations:** Periodic newly FDA-approved vaccines, or Influenza (Flu) vaccine, may incur a delay in inclusion into a health insurance company benefit plan as a covered service or may be considered a non-covered service by a health insurance company. As a result, given the cost of such vaccines purchased by the practice from the manufacturer or vendor and the vaccine administration costs, I understand that I may be personally responsible for payment of the total cost of the vaccine and the vaccine administration fee with direct payment required by me to the practice at the time the vaccine is administered. If the vaccine and its administration fee are billed to and paid by my insurance company as a covered benefit, the practice acknowledges that I have a right to a refund of the amount paid by the insurance company.

**Other Professional Services:** The practice may choose to contract with a Board Certified Lactation Consultant, Nutritionist, Psychologist, or other health care professionals in order to provide additional valued and convenient medical services for patients. I understand that these services may not be covered by my insurance company benefit plan and agree that I may be billed and am required to make direct payment for these services, if elected, to the practice or other health care professional. In addition, the practice offers a variety of educational, interactive, and value-added services to me. These services may include e-mail communication, electronic medical records, pediatric wellness newsletter, nutrition education dinners, home newborn visits, group well visits, completion of school, sports and camp forms, immunization forms, and copies of medical records. The practice reserves the right to charge me a reasonable and customary fee for the photocopying and distribution of medical records, forms, or other services listed above. I acknowledge that such services are not usually covered by my insurance company's benefit plan. As such, I agree that such services are worthy and accept that I will be billed and will make payment directly to the practice.

**Collection for Services:** I understand that if I do not make appropriate and timely payments to the practice for the settlement of claims on my account that are my direct responsibility, that the practice will make attempts to resolve my past due account, or financial hardship, through personal negotiation with the office manager or other designated personnel. If such financial matters are further unresolved by these means, then the practice reserves the right to contract with a collection agency for further management.

## Informed Consent for Care

I authorize and voluntarily consent to medical care by The Pediatric Place, P.C. (the practice) and its employees to provide my child with basic comprehensive medical care, treatments, and procedures as recommended by the patient's physician in the course of the scope of services provided by this pediatric medical practice. Such treatments and procedures may include well-visit exams, sick-visit exams, hearing and vision tests, immunizations and other needle injections, circumcision, wound care, laceration repairs (stitching), wart removal, earwax cleaning, removal of

objects from body orifices, medication administration, routine diagnostic laboratory tests, and other additional laboratory testing at a later date on specimens collected, based on initial results and/or communicable disease screening. I understand that the practice has nurses, other health care personnel, and occasional medical or nursing students, who may participate in the care of the patient under the supervision of the attending physician. I hereby consent to their participation in care and treatment.

**Patient Transfer:** In the event that, upon medical examination or treatment, the attending physician advises that continued specialized treatment is required in a hospital or urgent care setting, I hereby consent and agree to such transfer. The physician is authorized to advise and transport the patient according to whichever method is considered most beneficial for the patient's medical condition (i.e. ambulance, helicopter, car).

**Personal Belongings:** It is understood and agreed that the practice shall not be responsible or liable for any loss, theft, misplacement or damage of any valuables and personal belongings while inside the premise of the practice or outside the premise in the parking lot or other areas around the professional building.

## Privacy and Confidentiality of Health Information

Privacy and Confidentiality of a person's health information, medical records, and financial information are rights authorized by federal law, entitled the Health Insurance Portability and Accountability Act (HIPAA). This law mandates certain provisions and rules for health care providers, health insurance plans, and electronic clearinghouses with regard to access to and exchange of a person's health and financial information. This is a notice to you of your rights and the practice's rights to the exchange of such health and financial information.

**Disclosure to You** The HIPAA Privacy Rule includes privacy in communication with patients and their families within or outside the office setting and by any and all communication methods – including personal, phone, fax, e-mail, or mail. The practice will abide by reasonable safeguards in such communication to protect a patient's individual privacy and prevent disclosure of a patient's personal health information. Such safeguards include appropriate administrative, technical, and physical protections of patient health information. It is not expected that such safeguards can protect the privacy of protected health information from any and all potential risks. The practice may disclose protected health information to the patient or family members with legal authority to make health care decisions on behalf of the patient; a parent, guardian, or other person acting in loco parentis with legal authority ("personal representative") to make health care decisions on behalf of a minor child. Patients have the right to review and obtain a copy of their protected health information (the patient's "medical record") unless, under extraordinary circumstances, such access could cause harm to the individual or another. In these situations, the individual has the right to have such denials reviewed by a licensed health care professional for a second opinion. The practice may impose reasonable, cost-based fees for the cost of copying and postage. The practice may not disclose such health information to a parent or other personal representative (i.e. legal guardian) under certain exceptional circumstances – (1) when State law does not require the consent of a parent or other person before a minor can obtain a particular health care service which the minor consents to such service; (2) when a Court determines or other law authorizes someone other than the parent to make treatment decisions for a minor; (3) when a parent agrees to a confidential relationship between the minor and the physician; (4) Abuse, Neglect, and Endangerment Situations: When there is reasonable cause to believe that a patient has been or may be subjected to domestic violence, abuse or neglect by the parent or other personal representative, or that treating a person as an individual's personal representative could endanger the individual, the practice may choose not to disclose protected health information to the patient's personal representative, if in the exercise of professional judgment, doing so would not be in the best interests of the patient. Under all of these circumstances above, the professional judgment of a licensed health care professional or medical personnel officer determines the relative need to not disclose such health information as provided by applicable laws.

**Your Right to Privacy** The HIPAA Privacy Rule allows for the reasonable exchange of patient health information within the office setting through professional communication within the office and its staff members, with other health care professionals, health plans, or other entities - by phone or other communications - to conduct the normal course of professional care in a medical office setting. It is expected that office staff conversation about a patient's medical condition will be conducted quietly with family members in a waiting room or other public area if necessary but realizing that most personal conversation will be conducted within the examination rooms. The practice staff will avoid using patients' surnames in public hallways and be reminded to protect patient confidentiality. There is restricted access to patient protected health information in a locked file cabinet or records room. Additional security measures are in place to prevent unauthorized access to a patient's electronic medical record by the use of appropriate username and password protected codes. The practice will accommodate a patient's reasonable request for confidential communications if the patient, parent, or legal guardian clearly states that not doing so could endanger him or her.

**Protected Health Information** Patients and their families have the right to the privacy of individually identifiable health information – its use, disclosure, and transmission of health information in any form or media – whether oral, paper, or electronic. This health information is termed "Protected Health Information." Electronic transactions include claims, benefit eligibility inquiries, referral authorization requests, or other transactions for which the Dept. of Health and Human Services has established standards under the HIPAA "Transactions Rule."

Protected Health Information includes demographic data and all other data that relates to: the individual's past, present or future physical or mental health condition; the provision of health care to the individual; the past, present, or future payment for the provision of health care to the individual; and that identifies the individual or for which there is a reasonable basis to believe can be used to identify the individual. Individually identifiable health information includes many common identifiers (e.g., name, address, birth date, and Social Security Number).

**Disclosure of Health Information to Other Entities** The HIPAA Privacy Rule details reasonable restrictions and safeguards for disclosure of a patient's protected health information and allowances for disclosure of such information to certain individuals or organizations under certain circumstances and guidelines. The HIPAA Privacy Rule allows for disclosure of protected health information by providers to "business associates" as long as appropriate safeguards are in place to prevent misuse of such protected information under the Privacy Rule. Such disclosure is intended only for the purpose of helping the covered entity to carry out its health care functions and not for any other independent purposes. Such "business associates" include health insurance plans, health care clearinghouses, and certain health care providers such as medical specialists and allied health care professionals who are granted permission by the patient, parent, or personal representative to perform medical consultations or referrals.

Disclosure and exchange of protected health information is allowed, to the minimum access to such information as possible and with appropriate safeguards to such privileged access, to entities which are responsible for: claims processing or administration, health care clearinghouses, employers, public government benefits programs such as Medicaid and Medicare services, the Social Security Administration, medical transcription services, pharmacy benefits manager, reference laboratory services, data analysis, utilization review, quality assurances, billing and collection services, benefit management, practice management, and fee analyses, legal services, accounting services, consumer reporting agencies, and in the normal course of professional student teaching in the office or hospital. Restricted and limited disclosure of patient health information is allowable, with a patient's written authorization, for the purposes of marketing of services or products by the practice. This includes information as contained in the practice's marketing materials and mailings, subscription newsletters, group visits, clubs and associations, and other practice interventions benefiting patient care. Lists of patient names or other demographic information may not be sold to third parties without obtaining written authorization from each person on the list unless it is for the expressed purpose of informing patients who are members of the practice of general and useful practice updates, announcements, and relevant health information.

The HIPAA Privacy Rule recognizes the legitimate need for public health authorities and others responsible for ensuring public health and safety to have access to protected health information to carry out their public mission. The Rule permits the practice to disclose protected health information without authorization for specified public health purposes including: the Centers for Disease Control and Prevention, Disease and Public Health Surveillance Registries, Public Health investigations or interventions, State and Local Health Departments, the Food and Drug Administration, the Occupational Safety and Health Administration, and Vital Statistics Bureaus for the recording of births or deaths. Such health information disclosure should be limited to the minimum amount necessary to accomplish the public health purpose.

The HIPAA Privacy Rule further recognizes the importance of disclosure of any, or all, protected health information to other essential public health authorities including: reporting of suspected child abuse, neglect, or domestic violence to authorities recognized by the government and authorized by law to receive such reports; reporting of adverse events related to an FDA-regulated product or activity for the purposes of investigations into quality, safety, or effectiveness; disclosure to a person who is at risk of contracting or spreading a disease or condition in order to carry out public health interventions or investigations and prevent or control the spread of the disease; disclosure to an employer due to workplace medical surveillance or the evaluation of work-related illness and injuries to the extent the employer needs that information to comply with OSHA or the requirements of State laws having a similar purpose. In this circumstance, the individual is to receive written notice that the information will be disclosed to his or her employer. Disclosure of protected health information, to the minimum necessary, is allowable to Workers' Compensation insurers, State administrators, employers, and other persons or entities involved in workers' compensation systems, as required by State or other law, with appropriate individual authorization.

The HIPAA Privacy Rule allows for disclosure of limited protected health information for research purposes provided a patient is informed of their rights and provides informed consent for the specific uses of their medical information. These privacy rules build upon established rules and guidelines with regard to research involving human subjects and appropriate Federal protections.

**Disclosure of Financial Information to Other Entities** Patients and their families have the legal right to privacy and confidentiality of their billing and financial accounts and personal financial data (credit card numbers, bank account numbers, etc.). Disclosure of such financial information to any party without the written informed consent of the patient is a violation of practice policies.

The HIPAA Privacy Rule permits disclosure and exchange of protected financial information, with appropriate safeguards, to entities responsible for: claims processing or administration, health care electronic clearinghouses, benefits programs such as Medicaid and Medicare services, the Social Security Administration, pharmacy benefits managers, data analysis, utilization review, quality assurances, billing and collection services, benefit management,

practice management, and fee analyses, legal services, accounting services, or other legally allowed purposes in the normal course of conducting this practice's business matters.

**Your Right to Professional Services** This practice acknowledges that the practice of medicine requires an adherence to a strict standard of professional conduct and trust in the care of infants, children and their families. This includes an awareness of the importance of a patient's privacy and confidentiality of protected health information. As such, this practice's medical and office staff is expected to adhere to these professional principles and policies and each staff member has signed a confidentiality agreement detailing these principles and policies. Should you have any specific concern with regard to the professional care received by this practice, you have the right to express these concerns and receive feedback about your concerns in a timely manner. When necessary, remedies will be implemented to further advance privacy and confidentiality protections.

**Your Right to Notification** This Practice Agreement on Privacy and Confidentiality of Health Information is a notice provided to you at the first service encounter. This document is posted in the practice and is available to you at any time by request. Periodically, you will be requested to review this agreement and apply your signature that you have read, understand, and agree – you provide informed consent - to abide by this practice's privacy and confidentiality measures to our mutual benefit.

## Electronic Medical Record

This practice utilizes an Electronic Medical Record (EMR) system which provides numerous advantages to patient care, the quality and delivery of such care, reduced risk of medical error, and access to health information within and outside the practice setting. To safeguard your protected health information the EMR provides privacy and confidentiality protections as follows: Access: Restricted access to the EMR by medical staff and office personnel; Login username and password protected system. Use: Only authorized medical staff and office personnel may use the EMR for the purpose of storing and retrieving patient demographic data, medical history, examination, and treatment plans, and communication. The EMR provides for internal e-mail communications, scanning of documents, and faxing of documents to approved parties for the sake of conducting office medical and financial matters. Communication: The EMR, and future software updates, may allow for direct restricted communication and interactivity with patients, and their families, from their personal computer at home or elsewhere. Safeguards are installed to prevent access to any other patient's EMR data. The practice, through use of the EMR system, will abide by all HIPAA guidelines and policies relating to privacy and confidentiality of Electronic Medical Records, patient communication, and communication with third parties.

## E-Mail Communication

E-Mail communication between health care professionals and patients can present numerous benefits and conveniences to communication, time management, explaining general medical information, providing follow-up instructions and education, and written record of such communication. However, it is important to emphasize that such e-mail communication must have contractual arrangements between you and the practice so that we acknowledge and consent to such e-mail communication. Privacy and confidentiality of protected health information is essential and e-mail communication between provider and patient is allowed under HIPAA guidelines. The following guidelines are established and mutually agreed to as follows: (1) The practice reserves the right to collect your e-mail address, with your consent, for the purpose of communication with you on health matters, provide practice updates, educational e-mailings, and other general patient care and other practice information. Your e-mail address is considered confidential personal data and will not be sold, or given freely, by the practice to any third party for any purpose without your written consent. Your e-mail address will not be made available to any other patient in the practice without your written consent. (2) It is expected that the practice will generally respond to your e-mail within 1-3 working days, excluding vacation, illness, or holiday periods. (3) E-Mail is not for emergencies and is not appropriate for urgent or emergency situations. (4) If you are inquiring about a specific non-urgent medical condition, then e-mail responses, by the very nature of inability to physically examine a patient, are generally not specific but rather offer general health information about the range of diagnostic possibilities and care options. (5) Please be concise in e-mail communication; a personal face-to-face appointment or consultation has far greater value to the provider-patient relationship. (6) Key in the topic (medical question, prescription request, appointment matters) in the subject line; if the topic is of a very sensitive nature, then typing "Sensitive" is appropriate; it may be necessary to schedule an appointment to discuss sensitive topics in order to avoid any possible harm from unauthorized access to such e-mail communication and to protect your privacy and confidentiality. (7) E-Mail communication may be included in the Electronic Medical Record. (8) Office staff may receive and read your e-mail and then delegate to the proper individual for response. (9) If a patient has not been seen in the past 3-6 months about a specific medical condition which an e-mail is referring to, then it is not considered appropriate to discuss such new conditions by e-mail. (10) The practice reserves the right to charge fees for e-mail communications to the health insurer or directly to the patient if this is not an insured covered service; such charges would be based on the physician time needed and medical complexity. Such fees may or may not be a covered service by health insurance entities.