

## **Patient Financial Policy and Responsibility Agreement**

In setting forth our financial policy and patient financial responsibility agreement, it is our goal to avoid any miscommunication or concerns regarding financial matters in order to focus our energies on providing the best healthcare services to our patients.

**If my Sunshine Pediatrics' physician is a participating provider in my insurance plan,** I hereby authorize and assign all medical benefits due to be paid directly to Sunshine Pediatrics. I further understand that I am personally responsible for services provided but not paid for by my insurance carrier if I fail to provide complete, accurate and current insurance information within 30 days of the date services are provided. *IF NO SECONDARY INSURANCE INFORMATION IS PROVIDED, I ATTEST AND AFFIRM THAT I HAVE NO OTHER INSURANCE OTHER THAN THAT LISTED AS PRIMARY INSURANCE.*

I understand that if my child's account becomes delinquent it will be assigned to a collection agency or attorney for collection and/or suit, and the prevailing party will be entitled to reasonable attorney's fees and cost of collection.

This assignment of medical benefits will remain in effect until revoked by me in writing. A photocopy of the assignment is to be considered as valid as the original.

### **Routine Care**

At Sunshine Pediatrics, we follow The American Academy of Pediatrics schedule of visits for routine well child care (see the schedule on the web at [aap.org](http://aap.org) under preventive schedule). This schedule *may not* be the same as the one your insurance company follows.

Many insurance plans require that their members use the specialists, laboratories and outpatient facilities that they have special contracts with. Please be familiar with your policy and advise us where we should direct you for any additional tests, screening or procedures if your insurance does not permit them to be performed in the office setting. Additional services (listed below) are separate charges from the wellness exam and have separate fees that may not be covered by insurance.

*Vision Screens*

*Developmental Screenings (ASQ, MCHAT)*

*Hearing Screens*

*Lead Screenings*

*Urinalysis*

## **Coding and Documentation Guidelines**

Sunshine Pediatrics follows the *AMERICAN MEDICAL ASSOCIATION (AMA) CODING AND DOCUMENTATION GUIDELINES*. If your child comes in for a well-child visit, but in the course of this routine visit “an abnormality/ies is encountered or a preexisting problem is addressed” the appropriate problem-oriented evaluation and management service will be coded in addition to the preventive code. This may result in additional charges.

## **Lab Work**

Unless otherwise directed, Sunshine Pediatrics will send outside tests and lab work to be performed at Lab Corp; Quest; or Med Tox (Amerigroup Insurance).

## **Newborn Hospital Charges**

New born coverage is not automatic; parents must take pro-active steps to add the child to the policy. Newborn charges are put to patient responsibility until the baby has been added to the plan. We will file hospital charges to your insurance company after you have provided proof of insurance coverage. An office fee of \$100.00 will be charged if the baby has not been added by the second appointment.

## **Insurance and Payments**

*PAYMENT IN FULL IS EXPECTED AT TIME OF SERVICE. THIS INCLUDES CO-PAYS, CO-INSURANCE AND DEDUCTIBLES.* If we do not have a contract agreement with your insurance company and/or we are considered an out- of- network provider, you will be treated as a "self-pay" patient and will be provided documentation to assist you in filing your own claim. Patients who do not have any medical insurance coverage will also be treated as "self-pay" and will be required to sign a waiver stating you have no insurance and will not be filing a claim with any insurer.

## **Deductibles**

*IF YOUR DEDUCTIBLE HAS NOT BEEN MET WE WILL ASK FOR PAYMENT OF A PORTION OF THE TOTAL CHARGE OF THE VISIT AT THE TIME OF SERVICE.*

## **Balance**

We will take applicable contracted discounts after receiving payment response from your insurance company. The remaining balance on your child’s account will be billed to you.

### **Network Discounts**

According to the contract Sunshine Pediatrics has with your insurance company, network discounts MAY NOT apply to non-covered services. This includes calendar year routine benefits that are exhausted.

### **Payment Plans**

We recognize that there are times when you cannot pay your balance in full within the 30-day period. *WE OFFER PAYMENT ARRANGEMENTS FOR SPECIAL CIRCUMSTANCES.* Please contact our Patient Billing department at (301) 593-5440 to set up a payment plan contract.

### **Past Due Balances**

If your account balance ages 90 days (3 months) past the due date (and is not on a payment plan) - we will forward your account for handling by an outside collection agency. We may also request that your family seek medical care elsewhere.

### **Fees for Letters, Forms, and Copying Medical Records**

Physician Letters (\$25.00); School, Camp, or other Health Form (\$15.00); Copying medical records (35 cents per page).

### **Separated/Divorced Parents**

In the case of services provided to the child/ren of separated or divorced parents, *THE PARENT WHO ACCOMPANIES AND AUTHORIZES MEDICAL SERVICES FOR THE CHILD AT SUNSHINE PEDIATRICS WILL BE RESPONSIBLE FOR PAYMENT OF THE COPAY AND ALL OTHER CHARGES DEEMED PARENT RESPONSIBILITY BY THE INSURANCE PLAN ON THE DAY OF SERVICE.* If there is a court decree or other agreement between the parents requiring the other parent to pay all or a portion of the treatment costs incurred, it is the responsibility of the accompanying/authorizing parent to collect from the other parent. A copy of the claim can be provided to the authorizing parent at each visit. **Sunshine Pediatrics will not bill the estranged spouse or another individual for payment.**

**Failed and Cancelled Appointment Policy**

Missed appointments are a loss to everyone. Please cancel your child's medical appointment at least 24 hours prior to the day of your appointment, or a charge may be assessed.

\$0 charge for the first missed appointment or cancellation with insufficient notice

\$50 charge for second missed appointment or cancellation

\$100 charge for third and subsequent missed appointments or cancellations

**PATIENT PORTAL**

Accessed via the Sunshine Pediatrics website, the "Patient Portal" will allow you to view upcoming appointments, labs, reports, demographic information and have the ability to send non-emergent messages to our staff. If you are interested in having access to the Patient Portal, please provide the following information:

Child's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Email address: \_\_\_\_\_

## **Notice of Privacy Practice**

### **Effective 9/1/13**

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED BY THIS PEDIATRIC MEDICAL PRACTICE AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

### **Our Duty to Safeguard Your Protected Health Information:**

Individually identifiable information about your past, present, or future health or condition, the provision of health care to you, or payment for your health care is considered "Protected Health Information" ("PHI"). We understand that medical information about you and your health is personal and we are committed to protecting the confidentiality of your medical information. We are required by law to make sure that your PHI is kept private and to give you this Notice about our legal duties and privacy practices that explains how, when and why we may use or disclose your PHI. Except in specified circumstances, we must use or disclose only the minimum necessary PHI to accomplish the purpose of the use or disclosure. If we discover a breach (as defined in 42 U.S.C. 201 et seq.) of the privacy or security of your PHI, we are required to notify you of the breach.

We must follow the privacy practices described in this Notice, though we reserve the right to change our privacy practices and the terms of this Notice at any time. If we change this Notice, we will post a new Notice in the patient reception area, and on our website. The Notice will contain the effective date on the first page, top left column. You may request a copy of the new Notice from the staff. We will also make available a copy of the Notice in effect each time you visit.

### **How We May Use and Disclose Your Protected Health Information:**

We use and disclose PHI for a variety of reasons. For certain uses/disclosures, we must get your written authorization. However, the law also provides that we may make some uses/disclosures without your authorization. The following section offers more description and examples of our potential uses/disclosures of your PHI.

### **Uses and Disclosures Relating to Treatment, Payment, or Health Care Operations**

Generally, we may use/disclose your PHI:

- **For treatment:** We may disclose your PHI to doctors, nurses, and other health care personnel who are involved in providing your health care. For example, your PHI will be shared among members of your treatment team, pharmacy staff, or with a specialist to whom you have been referred. We may also share PHI with health care provider licensing bodies like the Maryland State Department of Health.
- **To obtain payment:** We may use/disclose your PHI in order to bill and collect payment for your health care services. For example, we may release portions of your PHI to Medicare/Medicaid, a private insurer or group health plan to get paid for services that we delivered to you. Release of your PHI to the state Medicaid agency might also be necessary to determine your eligibility for publicly funded services.

- **For health care operations:** We may use/disclose your PHI in the course of our operations. For example, we may use your PHI or your answers to a patient satisfaction survey in evaluating the quality of services provided by our staff, or disclose your PHI to our auditors or attorneys for audit or legal purposes.
- **Appointment reminders:** Unless you provide us with alternative instructions, we may send appointment reminders and other similar materials to your home. We may also call your home and leave a message on your answering machine or voicemail. (See Section III about confidential communication.)
- **Photographs:** If you provide us with your child's photograph, we may post it on one of our office bulletin boards.
- **Treatment Alternatives:** We may contact you about possible treatment options or alternatives, or other health-related benefits or services that may interest you.

**Uses and Disclosures Requiring Authorization:** For uses and disclosures other than treatment, payment and operations purposes, we are required to have your written authorization, unless the use or disclosure falls within one of the exceptions described below. You may revoke an authorization that you have provided, in writing, any time to stop future uses/disclosures. If you revoke your authorization, we will stop using/disclosing your PHI for the purposes or reasons covered by your written authorization. You need to understand that we are unable to take back disclosures we have already made with your permission and that we are required to keep our records of the care we provided to you. We cannot refuse to treat you if you refuse to sign an authorization to release PHI, unless services provided are solely to create health records for a third party, such as a physical and drug testing for an employer or insurance company; or if treatment provided is research-related and authorization is required for the use of health information for research purposes.

**Uses and Disclosures Not Requiring Authorization:** The law provides that we may use/disclose your PHI without your authorization in the following circumstances:

- **When required by law:** We may disclose PHI when a law requires that we report information about suspected abuse, neglect or domestic violence, or relating to suspected criminal activity, for FDA-regulated products or activities, or in response to a court order. We must also disclose PHI to authorities that monitor compliance with these privacy requirements.
- **For public health activities:** We may disclose PHI when we are required to collect information about disease or injury, or to report vital statistics to the public health authority, such as reports of tuberculosis cases or births and deaths.
- **For health oversight activities:** We may disclose PHI to the Maryland State Department of Health or other agencies responsible for monitoring the health care system for such purposes as reporting or investigating unusual incidents.
- **As it Relates to Decedents:** We may disclose PHI relating to an individual's death to coroners, medical examiners or funeral directors, and to organ procurement organizations involving organ, eye, or tissue donations or transplants.

- **For Research Purposes:** In certain circumstances, which have been approved by an Institutional Review Board, we may disclose PHI in order to assist medical research, such as comparing the health and recovery of all patients who received one medicine to those who received another. We will almost always request your specific permission if the researcher will have access to your name, address and other PHI, or will be involved in your case.
- **To avert threat to health or safety:** In order to avoid a serious threat to health or safety, we may disclose PHI as necessary to law enforcement officials in circumstances such as: in response to a court order; to identify a suspect, witness or missing person; about crime victims; about a death that we may suspect if the result of criminal conduct; or criminal conduct at the health care facility.
- **For specific government functions:** We may disclose PHI of military personnel and veterans in certain situations; to correctional facilities in certain situations; and for national security and intelligence reasons, such as protection of the President.
- **Workers' Compensation:** We may disclose your PHI to your employer for Workers' Compensation or similar programs that provide benefits for work-related illness or injury.
- **Inmates:** An inmate does not have rights listed in this Notice of Privacy Practices. The rights listed in this notice will not apply to inmates of a correctional institution.

**Uses and Disclosures Requiring You to Have an Opportunity to Object:** In the following situations, we may disclose your PHI if we inform you about the disclosure in advance and you have the opportunity to agree to or prohibit or restrict the disclosure. However, if there is an emergency situation and you cannot be given the opportunity to object, disclosure may be made if it is consistent with any prior expressed wishes and the disclosure is determined to be in your best interests. You must be informed and given an opportunity to object to further disclosure as soon as you are able to do so.

- **To families, friends or others involved in your care:** We may share with these people information directly related to your family's, friend's or other person's involvement in your care or payment for your care. We may also share PHI with these people to notify them about your location, general condition or death.
- **Disaster relief:** We may release your PHI to a public or private relief agency for purposes of coordinating notifying your family and friends of your location, condition or death in the event of a disaster.

**Your Rights Regarding Your Protected Health Information:** You have the following rights relating to your protected health information:

- **To request restrictions on uses/disclosures:** You have the right to ask that we limit how we use or disclose your PHI. You must make your request in writing. We will consider your request, but are not legally bound to agree to the restriction. To the

extent that we do agree to any restrictions on our use/disclosure of your PHI, we will put the agreement in writing and abide by it except in emergency situations. If agreed upon, these restrictions will only apply to this pediatric health care facility. You understand that we are not able to take back disclosures already made. We cannot agree to limit uses/disclosures that are required by law.

- **To request confidential communication:** You have the right to ask that we send you information at an alternative address or by an alternative means, such as contacting you only at work. You must make your request in writing. We must agree to your request as long as it is reasonably easy for us to do so.
- **To inspect and copy your PHI:** Unless your access is restricted for clear and documented treatment reasons, you have a right to see your protected health information if you put your request in writing. We will respond to your request within 30 days. If we deny your access, we will give you written reasons for the denial and explain any right to have the denial reviewed. If you want copies of your PHI, a charge for copying may be imposed. You have a right to choose what portions of your information you want copied and to have information on the cost of copying in advance.
- **To request amendment to your PHI:** If you believe that there is a mistake or missing information in our record of your PHI, you may request, in writing, that we correct or add to the record. Written requests must include a reason that supports your request. We will respond within 60 days of receiving your request. We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. We may also deny your request if we determine that the PHI is: (1) correct and complete; (2) not created by us and/or not part of our records, or (3) not permitted to be disclosed. Any denial will state the reasons for denial and explain your rights to have the request and denial reviewed, along with any statement in response that you provide, appended to your PHI. If we approve the request for amendment, we will change the PHI and so inform you, and tell others that need to know about the change in the PHI.
- **To find out what disclosures have been made:** You have a right to get a list of when, to whom, for what purpose, and what content of your PHI has been released other than instances of disclosure for which you gave your written authorization. (This is called an accounting of disclosures.) Your request can relate to disclosures going as far back as six (6) years. This list will not include any disclosures made before April 14, 2003, for national security purposes, for treatment, payment or operations purposes, or to law enforcement officials or correctional facilities. Your request must be in writing. We will respond to your written request for such a list within 60 days of receiving it. There will be no charge for the first list requested each year. There may be a charge for subsequent requests.
- **To receive a paper copy of this Notice:** You have a right to receive a paper copy of this Notice and/or an electronic copy by email upon request. To obtain a copy of this Notice, contact this facility's Privacy Contact.

**How to Complain about our Privacy Practices:** If you think we may have violated your privacy rights, or if you disagree with a decision we made about access to your PHI, you may file



a complaint with this facility's Privacy Contact. You also may file a written complaint with the Secretary of the U.S. Department of Health and Human Services. You will not be penalized if you file a complaint.

**Contact Person for Information or to submit a complaint:** If you have any questions about this notice or any complaints about our privacy practices, please contact this office's Privacy Officer at 301 593-5440.

**Instructions for Revoking an Authorization:** You may revoke an authorization to use or disclose your PHI, in writing, except: 1) to the extent that action has been taken in reliance on the authorization, or 2) if the authorization was obtained as a condition of obtaining insurance coverage and law provides the insurer with the right to contest a claim under the policy. Your written revocation must include the date of the authorization, the name of the person or organization authorized to receive the PHI, your signature and the date you signed the revocation.

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