

Desoto Family Medical Center

CREDIT AND COLLECTION POLICY AND PERMISSION TO TREAT

This is an agreement between Desoto Family Medical Center, as creditor and the patient/guarantor as debtor.

CREDITS: All credit balances are researched and refunded on a quarterly basis, unless otherwise requested by the patient and/or guarantor. If however, future visits have been established, Desoto Family Medical Center reserves the right to hold the credit and transfer it to an existing open account.

COPAYS AND OUTSTANDING BALANCES: Co-payment amounts and any outstanding balances from previous visits are due at the time of service and are to be paid upon check-in. Payments can be made by cash, check, and credit or debit card.

INSURANCE: **It is the responsibility of the patient/guarantor to provide us with eligible insurance at the time of check-in. Due to timely filing limitation per individual insurance, we will not accept or file insurance that has passed this timely filing limit.** All medical claims will be submitted to the appropriate insurance carrier, unless otherwise specified by the patient/guarantor. This is a contract between the subscriber/patient and the carrier. Verification of coverage will be established when the insurance company processes the claim. Unless your insurance card lists a specific co-payment amount, we will require a payment of \$75.00 at the time of check-in. This amount will be applied to the total charge for your visit and, if the payment received from your insurance plan results in a credit balance, this balance will be refunded to you within 45 days of receipt of the insurance payment or applied to outstanding balances.

PRIVATE PAY (NO INSURANCE): **If the patient/guarantor does not possess insurance coverage, the patient must make a \$100 advance payment before being seen.** If payment in full is not feasible, the patient/guarantor is to be referred to the billing department where an appropriate payment plan will be established (in writing). **Once the visit is complete and the total charges determined the balance will have a 20% discount applied. If the charges, after discount, exceed the deposit the patient will receive a statement. Charges that are below the deposit are eligible for a refund.**

PRIVATE PAY (WITH INSURANCE): Once your insurance company has paid a claim on your behalf or indicated that a service is not covered by your policy, any balance that may remain is due in full upon receipt of a statement or upon patients' next office visit. If payment in full is not feasible, the patient/guarantor is responsible for contacting the billing department to make appropriate payment arrangements.

CONFIDENTIAL CHARGE: You have the right to request that we not bill your insurance company for any services that you receive. If you indicate that this is your desire in writing, then you will be responsible for the total amount charged and we will not submit any claim on your behalf.

PROMPT PAYMENT LAW: Due to the prompt Payment Law established by the State of MS, if a claim has been received and verified as "clean", the insurance carrier has 45 days to process and pay the medical claim. If the claim is not processed and paid in allotted timeframe, Desoto Family Medical Center reserves the right, in accordance with the law, to transfer responsibility for payment to the subscriber.

WORKER'S COMPENSATION: Any and all Workers Compensation services are the responsibility of the patient/guarantor. Desoto Family Medical Center will file the medical claims as a courtesy, unless otherwise specified. **It is the responsibility of the patient to supply evidence that the visit will be covered by any employer insurance plans otherwise the patient is responsible for payment.**

PERSONAL INJURY: Desoto Family Medical Center does not file third party insurance. All patients involved in a motor vehicle accident will be responsible for payment at time of service. We cannot file your medical insurance on motor vehicle accident claims if there is third-party insurance involved.

RESPONSIBILITY OF ACCOUNT: All services rendered are the responsibility of the guarantor listed on the account. The guarantor of a minor should be the parent/guardian that brings the child in for services most of the time. If a child is covered under a parent's insurance policy and is over the age of 18, the child is responsible for any outstanding balances.

PAYMENT PLAN OPTIONS: If payment in full is not feasible, an appropriate payment plan will be established with the billing department. Payment plans approved require a monthly payment of a greater of \$50.00 or 20% of the account balance, unless other arrangements have been made. The account balance must be paid in full before being seen again.

PAYMENT OPTIONS: Payment on an account can be made in the following order: A) Cash, B) Check, C) Money Order or D) Credit or Debit Card

LATE CHARGES: If a patient has received two statements and a payment has not been received within sixty (60) days of the issuance of the first statement a \$50 collection fee will be added to the outstanding balance and will automatically be turned over to an outside collection agency.

STATEMENTS: Any and all accounts with a patient balance will receive a billing statement every 30 days indicating the amount due on the account. The billing department phone number will be shown on the statements should payment arrangements be necessary. **If the balance is not paid after the second statement, the account will be processed for collections and penalties applied.**

PAST DUE ACCOUNTS: An account will be considered past due if payment has not been recorded within 30 days of the date of the first statement. Payment in full is required before any further visits are permitted. Failure to pay account balance can lead to dismissal from the practice.

COLLECTION AGENCY: Once an account has been turned over to collection agency, it becomes the sole responsibility of the collection agency. All correspondence will need to be directed to the collection agency.

BANKRUPTCY: If Bankruptcy is filed and DFMC is listed as a creditor, the patient will be dismissed from our clinic.

RETURNED CHECK: A \$40.00 fee will be applied to the patient/guarantor account for all returned checks.

INSURANCE AUTHORIZATION: I hereby authorize Desoto Family Medical Center to furnish information to insurance carriers concerning my illness and treatments. I hereby assign to Desoto Family Medical Center all payments for medical services rendered to me or minor children. I understand that I am responsible for any amount not covered by insurance.

PERMISSION TO TREAT: By my signature I give permission to treat me or my minor child for medical purposes.

DESOTO FAMILY MEDICAL CENTER, PA
Notice of Privacy Practices
HIPAA (Health Insurance Portability and Accountability Act)

This Notice of Privacy Practices describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully. We are required by law to protect the privacy of your information, provide this Notice about our information practices, and follow the information practices that are described in this notice.

Your Health Information Rights

Although your health record is the physical property of Desoto Family Medical Center, PA, the information belongs to you. You have the right to inspect your health record and obtain a copy of it. You also have the right to obtain an accounting of certain disclosures of your health information, request communications of your health information by alternative means or at alternative locations and revoke your authorization to use or disclose health information except to the extent that action has already been taken.

Our Responsibilities

Desoto Family Medical Center, PA is required to maintain the privacy of your health information, to provide you with notice of our legal duties and privacy practices with respect to information we collect and maintain about you, abide by the terms of the Notice, and notify you if we are unable to agree to a requested restriction. We reserve the right to change our practices and to make the provisions effective for all protected health information we maintain. We will not use or disclose your health information without your authorization, except as described in this Notice.

Example of Disclosures for Treatment, Payment, and Health Operations

Desoto Family Medical Center, PA will use your health information for treatment purposes. For example, information obtained by a nurse, physician, or other member of our healthcare team will be recorded in your record and used to determine a course of treatment. Members of our healthcare team will then record the actions they took and their observations. In that way, the physician will know how you are responding to treatment. We will also provide your physician or a subsequent healthcare provider with copies of various reports that should assist him or her in treating you.

Desoto Family Medical Center, PA will use your health information for payment purposes. For example, a bill may be sent to you or an insurance company. The information on or accompanying the bill may include information that identifies you, as well as your diagnosis, procedures, and supplies used.

Desoto Family Medical Center, PA will use your health information for regular health operations. For example, members of the healthcare team may use the information in your health record to assess the care and outcome in your case and others like it. This information will then be used in a effort to continually improve the quality and effectiveness of the healthcare and service we provide.

Other Permitted Disclosures and Uses of Your Health Information

Unless you notify us that you object, we may use or disclose health information to notify or assist in notifying a family member, person representative, or another person responsible for your care, your location and general condition. Unless you notify us that object, we may disclose your health information

to members of the clergy. Health professionals may disclose to a family member, other relative, or any other person you identify with, health information relevant to that person's involvement in your care or payment related to your care.

We may use or disclose your protected health information in an emergency treatment situation. In this event, you will be notified of our privacy practices as soon as reasonably practicable after treatment. We may also contact you to provide appointment reminders or to provide you with information about treatment alternatives.

There are some services provided in our organization through contacts with business associates. An example would be certain laboratory test provided by an outside lab (business associate). When these services are contracted, we may disclose your health information to our business associate so that they can perform the job we've asked them to do. To protect your health information, however, we require the business associate to appropriately safeguard your information. We may disclose health information to funeral directors consistent with applicable law to carry out their duties.

We may contact you as part of research program concerning your possible participation in a study. You may be given the opportunity to accept or decline participation in qualifying studies. However, your health information shall not be sold for any purpose.

We may disclose to the Food and Drug Administration (FDA) health information related to adverse events with respect to food, supplements, product and product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.

We may disclose health information to extent authorized by and to the extent necessary to comply with laws relating to workers compensation or other similar programs established by law.

As required by law, we may disclose your health information to public health or legal authorities charged with preventing or controlling disease, injury, or disability.

We may disclose health information for law enforcement purposes as required by law or in the response to a valid subpoena. Federal Law makes provision for your health information to be released to an appropriate health oversight agency, public health authority or attorney, provided that a work force member or business associate believes in good faith that we have engaged in unlawful conduct or have otherwise violated profession or clinical standards are potentially endangering one or more patients, workers or the public.

Right to Obtain Notice

You have the right to obtain a paper copy of this Notice from us, upon request, even if you have agreed to accept this notice electronically. This Notice may be changed at any time.

Requesting Copies of Your Health Record

You may request a copy of your health record. We will provide a copy within ten (10) working days after receiving your request. We use a copying service that will charge you per page depending upon the length of your record. They may require that these costs be paid prior to copying. If costs are paid in

this way, you or your authorized representative have a right to receive the records without delay after receiving payment. As a courtesy, there are no charges for records being sent to physicians and schools.

Requesting Restrictions on Use and Disclosure

You may request in writing that we do not use or disclose your information for treatment, payment and administrative purposes except when specifically authorized by you, when required by law, or in emergency circumstances. You may also request that your health information be disclosed not to family members or friends who may be involved in your care. You must state the specific restrictions requested and to whom you want the restriction to apply. This office is not required by law to agree to a restriction that you may request.

Requesting an Accounting

You also have the right to receive a list of instances where we have disclosed health information about you for reasons other than treatment, payment or related administrative purposes. It excludes disclosures we may have made to you, or to family members involved in your care. You have the right to receive specific information regarding these disclosures that occurred after April 14, 2003. You may request a shorter timeframe. The right to receive this information is subject to certain exceptions, restrictions and limitations.

Requesting Changes to Your Health Record

If you believe that information in your record is incorrect or if important information is missing, you have the right to request that we correct the existing information or add the missing information.

For More Information or to Report a Problem

If you have questions and would like additional information, or you believe your privacy rights have been violated, you can file a complaint with the Office Administrator, 75 Physicians Lane, Southaven, MS 38671 at 662-393-7722. Or you may contact the Secretary of the Federal Health and Human Services Department. There will be no retaliation for filing a complaint.