

Welcome to Our Clinic.

OUR PROFESSIONAL STAFF IS COMMITTED TO PROVIDING YOU WITH THE HIGHEST QUALITY MEDICAL SERVICES.

Our Financial Policy

WE WANT YOU TO COMPLETELY UNDERSTAND OUR FINANCIAL POLICIES.

Payment is due at the time of service unless arrangements have been made in advance. Cash and credit cards are accepted.

YOUR INSURANCE POLICY:

- Please keep in mind that your insurance policy is a **contract between you and your insurance company**. As a service to you, we will file your insurance claims if you assign the benefits to us. In other words, you agree to have your insurance company pay the medical provider directly.
- If your insurance company does not pay this practice within a reasonable period, we must bill you for payment.
- We have contracts with many insurance companies and other health plans to accept assignment of benefits.
- **We will bill your insurance; however, you are required to pay your deductible, co-payment, and/or co-insurance at the time of service.**
- **Not all insurance plans cover all services.** In the event that your insurance plan determines a service is "not covered," you are responsible for your complete charge. Payment is due upon receipt of the statement from our billing office.
- There is a possibility of additional charges for after-hours care.

Member Eligibility Waiver

INSURANCE VERIFICATION:

- We make every effort to verify your insurance benefits at the time of your visit, however, there are times when verification is just not possible.
- **In order to provide the best care possible, we will collect the co-pay, co-insurance, and/or deductible from you at the time of service and submit the claim to your insurance company on your behalf.**
- We will provide the insurance company with all of the information they need to process your claim; however, if for any reason the claim is unpaid by your insurance company, you are responsible for the amount due and you will receive a bill from us.
- If we are **unable** to verify insurance eligibility at the time of service, we will bill your insurance as a courtesy, but we must collect \$154 for that date of service until we receive an explanation of benefits, and/or payment from your insurance.

HMO Waiver

IN ORDER TO PROVIDE YOU WITH THE BEST POSSIBLE CARE, WE WILL ATTEMPT TO BILL YOUR INSURANCE FOR THIS URGENT MATTER.

- We will provide your insurance with all the necessary information so they can process the claim.
- If for any reason the claim or any portion of the claim is unpaid, you are responsible for the amount due and will receive a bill from us.

Self-Pay Agreement

YOU HAVE REGISTERED AS A SELF-PAY PATIENT.

- This means that at the time of service, you will pay by cash or credit card in full at the time of service.
- You are being offered a discount on services rendered in lieu of us billing any health insurer.
- Please understand that in addition to the office visit charge today, **there may be additional charges for labs, x-rays, immunizations, tests, etc.** that will be due prior to treatment.
- I declare that I do not have medical insurance or I release my rights to bill insurance for this visit.
- I understand that I am financially liable for all services provided to me, my dependents, or any other person for which I have assumed responsibility.

Credit Card of File Agreement

CO-PAY, CO-INSURANCE, AND/OR DEDUCTIBLE FROM YOU AT THE TIME OF SERVICE:

- At check-in, your credit card information will be obtained and kept securely until your insurance(s) have paid their portion and notified us of the balance due, if any. At that time, you will be sent a statement via email and your credit card will be charged within five days.
- Your ability to dispute a charge or question your insurance company's determination of payment will remain unchanged.
- By signing, I authorize Carlsbad Urgent Care San Marcos to keep my signature and my credit card information securely on file in my account through athenaNet (our electronic health record). I authorize Carlsbad Urgent Care San Marcos to charge my credit card for any outstanding balances when due.
- If the credit card that I provide today changes, expires, or is denied for any reason, I agree to immediately provide Carlsbad Urgent Care San Marcos with a new, valid credit card number, which I will allow them to charge over the telephone. Even though Carlsbad Urgent Care San Marcos is not processing the new card in person, I agree that the new card may be used with the same authorization as the original card I presented.

Notice of Privacy Practices

As required by the privacy regulations created as a result of the **HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT of 1996 (HIPAA)**.

This notice describes how health information about you (as a patient of this practice) may be used and disclosed and how you can get access to your individually identifiable health information. Please review this notice carefully.

- A. OUR COMMITMENT TO YOUR PRIVACY:** Our practice is dedicated to maintaining the privacy of your individually identifiable health information (also called **PROTECTED HEALTH INFORMATION**, or **PHI**). In conducting our business, we will create records regarding you and the treatment and services we provide you. We are required by law to maintain the confidentiality of health information that identifies you. We also are required by law to provide you with this notice of our legal duties and the privacy practices that we maintain in our practice concerning your PHI. By federal and state law, we must follow the terms of the notice of privacy practices that we have in effect at the time. We realize that these laws are complicated, but we must provide you with the following important information:

How we may use and disclose your PHI, your privacy rights in your PHI, and our obligations concerning the use and disclosure of your PHI:

The terms of this notice apply to all records containing your **PHI** that are created or retained by our practice. We reserve the right to revise or amend this Notice of Privacy Practices. Any revision or amendment of this notice will be effective for all of your records that our practice has created or maintained in the past, and for any of your records that we may create or maintain in the future. Our practice will post a copy of our current notice in our offices in a visible location at all times, and you may request a copy of our most current notice at any time.

- B.** If you have any questions, please contact **Carlsbad Urgent Care San Marcos, 295 S. Rancho Santa Fe Rd., San Marcos, CA 92078 (760-471-1111)**.

C. WE MAY USE AND DISCLOSE YOUR PHI IN THE FOLLOWING WAYS:

The following categories describe the different ways in which we may use or disclose your **PHI**.

- Treatment:** Our practice may use your **PHI** to treat you. For example, we may ask you to have laboratory tests (such as blood or urine tests), and we may use the results to help us reach a diagnosis. We might use your **PHI** to write a prescription for you, or we might disclose your **PHI** to a pharmacy when we order a prescription for you. Many of the people who work for our practice including, but not limited to, our Physicians, Physicians Assistants, Nurse Practitioners, and Nurses, may use or disclose your **PHI** in order to treat you or to assist others in your treatment. Additionally, we may disclose your **PHI** to others who may assist in your care, such as your spouse, children, or parents. Finally, we may also disclose your **PHI** to other healthcare providers for purposes related to your treatment.
- Payment:** Our practice may use and disclose your **PHI** in order to bill and collect payments for the services and items you may receive from us. For example, we may contact your health insurer to certify that you are eligible for benefits (and for what range of benefits), and we may provide your insurer with details regarding your treatment if your insurer will cover, or pay for, your treatment. We also may use and disclose your **PHI** to obtain payment from third parties that may be responsible for such costs, such as family members. In addition, we may use your **PHI** to bill you directly for services and items. We may disclose your **PHI** to other healthcare providers and other entities to assist in billing and collection efforts.
- Health Care Operations:** Our practice may use and disclose your **PHI** to operate our business. As examples, our practice may use your **PHI** to evaluate the quality of care you received from us or to conduct cost-management and business planning activities for our practice. We may disclose your **PHI** to other healthcare providers and entities to assist in their healthcare operations.
- Appointment Reminders:** Our practice may use and disclose your **PHI** to contact you and remind you of appointments.
- Treatment Options:** Our practice may use and disclose your **PHI** to inform you of potential treatment options or alternatives.
- Health-Related Benefits and Services:** Our practice may use and disclose your **PHI** to inform you of your health-related benefits or services that may be of interest to you.
- Release of Information to Family/Friends:** Our practice may release your **PHI** to a friend or family member that is involved in your care, or who assists in taking care of you. For example, a parent or guardian may ask that a babysitter take their child to the practice for treatment of cold symptoms. In this example, the babysitter may have access to this child's medical information.
- Disclosures required by law:** Our practice will use and disclose your **PHI** when we are required to do so by federal, state or local law.

D. USE AND DISCLOSE OF YOUR PHI IN SPECIAL CIRCUMSTANCES:

The following categories describe the different ways in which we may use or disclose your **Identifiable Health Information**.

- Public Health Risks:** Our practice may disclose your **PHI** to public health authorities that are authorized by law to collect information for the purposes of the following. However, we will only disclose the information if the patient agrees or we are required or authorized by law to disclose this information.
 - **Maintaining Vital Records** (such as births or deaths)
 - **Reporting Child Abuse or Neglect**
 - **Preventing or Controlling Disease, Injury or Disability**
 - Notifying a Person regarding **Potential Exposure to Communicable Disease**
 - **Reporting Reactions to Drugs or Problems with Products or Devices**
 - Notifying Individuals of a **Recall of a Product or Device** they may be using
 - Notifying Appropriate Government Agency(ies) and Authority(ies) regarding the **Potential Abuse or Neglect of an Adult Patient** (including domestic violence)
 - Notifying Your Employer Under Limited Circumstances related primarily to the **Workplace Injury or Illness or Medical Surveillance**
- Health Oversight Activities:** Our practice may disclose your **PHI** to a Health Oversight Agency for activities authorized by law. Oversight activities can include, for example, investigations, inspections, audits, surveys, licensure, and disciplinary actions; or other activities necessary for the government to monitor government programs, compliance with civil rights laws and the health care system in general.
- Lawsuits and Similar Proceedings:** Our practice may use and disclose your **PHI** in response to a court or administrative order if you are involved in a lawsuit or similar proceeding. We may also disclose your **PHI** in response to a discovery request, subpoena or other lawful process by another party involved in the dispute, but only if we have made an effort to inform you of the request or to obtain an order protecting the information the party has requested.
- Law Enforcement:** We may release **PHI** if asked to do so by a law enforcement official.
 - Regarding a crime victim in certain situations if we are unable to obtain the person's agreement
 - Concerning a death we believe has resulted from criminal conduct
 - Regarding criminal conduct at our practice
 - In response to a warrant, summons, court order, subpoena or simple legal process
 - To report a crime (including the location or victim(s) of the crime, or the description, identification or location of the perpetrator)
 - In an emergency

5. **Serious Threats to Health or Safety:** Our practice may use and disclose your **PHI** when necessary to reduce or prevent serious threats to your health and safety or the health and safety of another individual or the public. Under these circumstances, we will only make disclosures to a person or organization able to help prevent the threat.
6. **Military:** Our practice may disclose your **PHI** if you are a member of the U.S. or Foreign Military Forces (including Veterans) and if required by the appropriate authorities.
7. **National Security:** Our practice may disclose your **PHI** to federal officials for Intelligence and National Security activities authorized by law. We also may disclose your **PHI** to Federal and National Security activities authorized by law. We also may disclose your **PHI** to federal officials in order to protect the President, other Officials or Foreign Heads of State, or to conduct investigations.
8. **Inmates:** Our Practice may disclose your **PHI** to correctional institutions or law enforcement officials if you are an inmate or under the custody of a law enforcement official. Disclosure for these purposes would be necessary: (a) for the institution to provide health care services to you, (b) for the safety and security of the institution, and/or (c) to protect your health and safety of the health and safety of other individuals.
9. **Workers' Compensation:** Our practice may release your **PHI** for Workers' Compensation claims and similar programs.

E. YOUR RIGHTS REGARDING YOUR PHI:

You have the following rights regarding your **PHI** that we maintain on you:

1. **Confidential communication:** You have the right to request that our practice communicates with you about your health and related issues in a particular manner or at a certain location. For example, you may ask that we contact you at home, rather than at work. In order to request a type of confidential communication, you must make a **written request** to **Carlsbad Urgent Care San Marcos, 295 S. Rancho Santa Fe Rd., San Marcos, CA 92078**. You must specify the requested method of contact or the location where you wish to be contacted. Our practice will accommodate reasonable requests. You do not need to give a reason for your request.
2. **Requesting restrictions:** You have the right to request a restriction in our use or disclosure of your **PHI** for treatment, payment or health care operations. Additionally, you have the right to request that we restrict our disclosure of your **PHI** to only certain individuals involved in your care or the payment for our care, such as family members and friends. We are not required to agree to your request, however. If we do agree, we are bound by our agreement except when otherwise required by law, in emergencies, or when the information is necessary to treat you. In order to request a restriction in our disclosure of your **PHI**, you must make your **request in writing** to **Carlsbad Urgent Care San Marcos, 295 S. Rancho Santa Fe Rd., San Marcos, CA 92078**. Your request must describe in a clear and concise fashion: the information you wish restricted, whether you are requesting to limit our practice's use, disclosure or both, and to whom you want the limits to apply.
3. **Inspection and copies:** You have the right to inspect and obtain a copy of your **PHI** that may be used to make decisions about you, including patient medical records and billing records, but not including psychotherapy notes. You must submit your request in writing to **Carlsbad Urgent Care San Marcos, 295 S. Rancho Santa Fe Rd., San Marcos, CA 92078** in order to inspect and/or obtain a copy of your **PHI**. Our practice may charge a fee for the costs of copying, mailing, labor, and supplies associated with your request. Our practice may deny your request to inspect and/or copy in certain limited circumstances; however, you may request a review of your denial. Another licensed healthcare professional chosen by us will conduct reviews.
4. **Amendment:** You may ask us to amend your health information if you believe it is incorrect or incomplete, and you may request an amendment for as long as the information is kept by or for our practice. To request an amendment, your **request must be made in writing** and submitted to **Carlsbad Urgent Care San Marcos, 295 S. Rancho Santa Fe Rd., San Marcos, CA 92078**. You must provide us with a reason that supports your request for an amendment. Our practice will deny your request if you fail to submit your request (and the reason supporting your request) in writing. Also, we may deny your request if you ask to amend information that is in our opinion: (a) accurate and complete, (b) not part of **PHI** kept by or for our practice, (c) not part of the **PHI**, **which** you would be permitted to inspect and copy, or (d) not created by our practice unless the individual or entity that created the information is not available to amend the information.
5. **Accounting of disclosures:** All of our patients have the right to request an "accounting of disclosures." This is a list of certain non-routine disclosures our practice has made of your **PHI** for purposes not related to treatment, payment, or operations. Use of your **PHI** as a part of the routine patient care in our practice is not required to be individually documented. For example, if the doctor shares your information with the nurse; or the billing department uses your information to file your insurance claim. In order to obtain an accounting of disclosures, you must submit your **request in writing** to **Carlsbad Urgent Care San Marcos, 295 S. Rancho Santa Fe Rd., San Marcos, CA 92078**. All requests for "accounting of disclosures" must state a time period, which may not be longer than six (6) years from the date of disclosure, and may not include dates before April 14, 2003. The first list you request within a 12-month period is free of charge, but our practice may charge you for additional lists within the same 12-month period. Our practice will notify you of the costs involved with additional requests, and you may withdraw your request before you incur any costs.
6. **Right to a paper copy of this notice:** You are entitled to receive a paper copy of our notice of privacy practices. You may ask us to give you a copy of this notice at any time. To obtain a paper copy of this notice contact **Carlsbad Urgent Care San Marcos, 295 S. Rancho Santa Fe Rd., San Marcos, CA 92078**.
7. **Right to file a complaint:** If you believe your privacy rights have been violated, you may file a complaint with our practice or with the Secretary of the Department of Health and Human Services. To file a complaint with our practice contact, **Carlsbad Urgent Care San Marcos, 295 S. Rancho Santa Fe Rd., San Marcos, CA 92078**. All complaints must be submitted in writing. You will not be penalized for filing a complaint.
8. **Right to provide authorization for other uses and disclosures:** Our practice will obtain your written authorization for uses and disclosures that are not identified by this notice or permitted by applicable law. Any authorization you provide to us regarding the use and disclosure of your **PHI** may be revoked at any time in writing. After you revoke your authorization, we will no longer use or disclose your **PHI** for the reasons described in the Authorization. Please note: we are required to retain records of your care.

If you have any questions regarding this notice of your health information privacy policies, please contact:

Carlsbad Urgent Care San Marcos, 295 S. Rancho Santa Fe Rd., San Marcos, CA 92078 | 760-471-1111