



## **PATIENT AND CENTER RIGHTS AND RESPONSIBILITIES**

Welcome to Salina Family Healthcare Center (SFHC or Center). Our goal is to provide quality health care to every person in this community, regardless of their ability to pay. SFHC is a teaching facility and students may observe or assist in the care of you, your child, and/or designated individual. As a patient, you have rights and responsibilities. SFHC also has rights and responsibilities. We want you to understand these rights and responsibilities so you can help us provide better health care to you. Please read and sign this statement and ask us questions you might have. Expectations of the patient and SFHC in a patient centered medical home (PCMH) setting are specifically defined in the New Patient Packet.

### **A. Human Rights**

You have a right to be treated with respect regardless of race, color, marital status, religion, sex (including gender identity, sexual orientation or pregnancy), national origin, ancestry, physical or mental handicap or disability, age, veteran status, or other grounds not permitted by applicable federal, state and local laws or regulations.

### **B. Payment For Services**

1. You are responsible for giving SFHC staff accurate information about your present financial status and any changes in your financial status. Our staff needs this information to decide how much to charge you and/or so they can bill private insurance, Medicaid, Medicare, or other benefits for which you may be eligible. If you qualify for our Discount Program, you will be charged a discounted fee.
2. You have a right to receive explanations of the Center's bill. You must pay, or arrange to pay, all agreed fees for medical services. Generally, Dental, Vision, and Behavioral Health services are provided on a prepaid basis. If you are unable to pay, please let staff know so care can be provided and a payment plan arranged.
3. Federal law prohibits SFHC from denying you primary health care services which are medically necessary, solely because you cannot pay for those services, or because payment of those services would be made under Medicare, Medicaid, or the Children's Health Insurance Program (CHIP).
4. If a patient is owed a refund, the refund amount is posted to any amount owed on the patient's account prior to the refund check being issued.
5. If you do not have insurance or are not using insurance for a service, you have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency items or services.
  - a. You have the right to receive the Good Faith Estimate before you receive care, as long as you schedule your appointment at least three (3) days in advance. You can also ask for a Good Faith Estimate before you schedule an appointment for a particular service.

- b. If you receive a bill that is more than your Good Faith Estimate by \$400 or more, you can dispute your bill.
- c. For questions or more information about your right to a Good Faith Estimate, visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) or call 1-800-985-3059.

C. **Privacy**

You have a right to have your interviews, examinations, and treatment in privacy. Your medical records are also private. Only legally authorized persons may see your medical records unless you request in writing for us to show them to, or copy them for, someone else. If you use the internet-based Patient Portal to view your medical records, it is your responsibility to keep your health information secure. Do not share your username and password with anyone. A complete discussion of your privacy rights can be found SFHC's Notice of Privacy Practices which accompanies this document. The Notice of Privacy Practices sets forth how your medical records may be used or disclosed by SFHC and the rights granted to you under the Health Insurance Portability and Accountability Act (HIPAA).

D. **Health Care**

1. You are responsible for providing SFHC complete and current information about your health or illness so we can provide proper health care. You have a right, and are encouraged, to participate in decisions about your treatment.
2. You have a right to information and explanations in the language you normally speak and in words that you understand. You have a right to information about your health or illness, treatment plan, including the nature of your treatment; its expected benefits; its inherent risks and hazards (and the consequences of refusing treatment); the reasonable alternatives, if any (and their risks and benefits); and the expected outcome, if known. This information is called obtaining your informed consent.
3. You have the right to receive information regarding advance directives. If you do not wish to receive this information, or if it is not medically advisable to share that information with you, we will provide it to your legally authorized representative.
4. You are responsible for appropriate use of SFHC's services, which includes following staff instructions, making and keeping scheduled appointments, and requesting a walk-in appointment if you are ill. SFHC professionals may not be able to see you unless you have an appointment. If you are unable to understand or follow staff instructions, please ask for clarification.
5. You have a right to refuse treatment or procedures to the extent permitted by applicable laws and regulations. In this regard, you have the right to be informed of the risks, hazards, and consequences of your refusing such treatment or procedures. Your receipt of this information is necessary so that your refusal will be informed. You are responsible for the consequences and outcome of refusing recommended treatment or procedures. If you refuse treatment or procedures that your healthcare providers believe

is in your best interest, you may be asked to sign a Refusal to Permit Medical Treatment or Services form or Against Medical Advice form (as appropriate).

6. You have a right to health care and treatment that is reasonable for your condition and within our capability, however, SFHC is not an emergency care facility. You have a right to be transferred or referred to another facility for services that SFHC cannot provide. SFHC does not pay for services you receive from another healthcare provider.
7. If you are in pain, you have a right to receive an appropriate assessment and pain management, as necessary.

#### **E. Center Rules**

1. You have a right to receive information on how to appropriately use SFHC services. You are responsible for using SFHC's services in an appropriate manner. If you have questions, please ask.
2. You are responsible for the supervision of children you bring with you to SFHC. You are responsible for your children's safety and the protection of other patients and our property. If children you bring with you do not have sufficient supervision during your appointment, you may be asked to reschedule for another time. Except as stated within Kansas State Laws, children 15 years and younger may not be seen without a parent or guardian present except under special circumstances. If your child is 15 years old or younger you may complete a minor authorization form to give permission for other adults to bring your minor to their appointments.
3. You have a responsibility to keep your scheduled appointments. A confirmation call will be made to the number you provided us at least two days before your appointment. If you do not confirm your appointment within twenty-four (24) hours of the appointment, your appointment will be cancelled. Therefore, it is very important that you keep your phone number updated with our office. When canceling any appointment, you must provide a twenty-four (24) hour notice.

If you miss three (3) appointments within a six (6) month period you may be placed on a "walk-in only" status. This means you will be able to see your provider if you call the office in the morning or walk into the office and there is an appointment available. You will not be able to schedule appointments for a future date. Cancelling your appointment less than thirty (30) minutes prior to its scheduled start time will also count as a missed appointment.

If you arrive five 5 minutes or more minutes late for an appointment, you will not be seen for that appointment and will need to reschedule.

Dental Specific: If you fail to call and reschedule a new patient appointment or the second follow-up appointment, you will be placed on a "walk-in only" status; you will not be able to schedule advance appointments. Service will be provided on a same-day or walk-in basis.

4. We pledge to treat all patients with courtesy and respect. Please be courteous to all staff members. Abusive behavior toward staff members may be grounds for dismissal.
5. You have the responsibility of reporting financial information accurately. If it comes to our attention that you have provided false information while on our Discount Program, SHEF may discontinue future services through the Discount Program.

SFHC will issue a *Health Coverage Notice* letter to you stating that you must bring your insurance card to your next appointment. If you do not provide your insurance card, we would then consider your account self-pay.

SFHC will continue providing your health/dental services; however, future services through our Discount Program would not be allowed for at least one year.

6. You have the responsibility to have a provider encounter at least once every three (3) years in order to remain an active patient. If you wish to be seen again after you have been made inactive, you will need to schedule a new patient appointment. You have the responsibility to have a provider encounter at least once every twenty-four (24) months in order to be eligible for prescription refills.

#### **F. Complaints**

1. If you would like to request a different provider, you may write a letter to the Compliance Officer at 651 E. Prescott Rd., Salina, KS 67401. Please describe the reason for your request to change providers.
2. If you are not satisfied with our services, please tell us. We want suggestions so we can improve our services. Staff will tell you how to file a complaint.
3. If you make a complaint, no SFHC representative will punish, discriminate or retaliate against you for doing so, and SFHC will continue to provide you services.
4. If you are not satisfied with how your complaint is handled, you may write a letter to the Center's Governing Board at 651 E. Prescott Rd., Salina, KS 67401 or submit a FTCA (SF-95) Form to U.S. Department of Health and Human Services Office of the General Counsel General Law Division Claims and Employment Law Branch, 330 C Street, SW Attention: CLAIMS, Switzer Building, Suite 2600 Washington, DC 20201.

#### **G. Termination**

If SFHC decides to stop treating you as a patient, you have a right to advance written notice that explains the reason for the decision, and will be given thirty (30) days to find other healthcare services. However, SFHC can decide to stop treating you immediately, and without written notice, if you have created a threat to the safety of the staff and/or other patients. You have a right to receive a copy of SFHC's Termination of the Patient Center Relationship Policy and Procedure.

Reasons we may stop seeing you include, but are not limited to:

1. Failure to obey Center rules and policies, such as obeying a narcotics contract;
2. Failure to comply with the plan of care outlined by your provider; which has been explained to you, is reasonable, and within your ability to comply.
3. Intentional failure to report accurate information concerning your health or illness;
4. Failure to make follow-up appointments or keep scheduled appointments;
5. Creating a threat to the safety of and/or abusive behavior towards the Staff and/or other patients.