

## FINANCIAL AGREEMENT

Effective Date:	2019	Date Last Reviewed:	March 2019	Review Date:	
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Thank you for choosing Mid-Ohio Behavioral Health, LLC (Mid-Ohio). We are committed in providing you with the best possible care. To ensure the billing process goes smoothly it is important that you understand our office policies.

1. **Please be aware that a balance on your account is your responsibility whether or not your insurance pays the claim.** The contract between you and your insurance company is a separate contract from that between you and Mid-Ohio Behavioral Health. Having insurance is not a guarantee of payment, it is your responsibility to be knowledgeable of your own insurance coverage, benefits, and eligibility and to alert our staff should your coverage change.
  - As a courtesy, insurance claim forms are prepared and sent to your insurer on your behalf. A statement outlining your deductible, co-insurance and/or any non-covered charges will be sent to you once we receive either payment or denial.
  - Balances are due upon receipt of a statement unless prior arrangements have been made.
  - Please note that you will receive statements outlining your account. These statements will be sent to your primary residence unless you provide us in writing with an alternate location.
  
2. **Referral:** If your insurance company requires you to have a referral from your primary care physician in order to be treated by our doctors/therapists, please verify that this process has taken place before your appointment. If a referral is not in place, we will be unable to see you.
  
3. **Co-pays:** It is policy of Mid-Ohio and the policy of your insurer that all co-payments be paid at the time of service.
  - Co-pays are collected at check-in, co-pays not collected at the time of service will be charged a \$10 service fee. We accept cash, check, and most major credit cards (a \$35 insufficient fund fee will be charged for any returned checks).
  
4. **Account balances:** We are a participating provider with most insurance plans. Participation means we are contracted to accept what the insure approves as payment in full, exclusive of any patient responsibility such as co-pays, deductibles, co-insurance or non-covered services. We are required by state and federal laws to collect patient responsibility amounts.
  - Once the insurer has paid the claim, any deductibles, co-payment amounts, or non-covered services will become the responsibility of the patient
  - **Account balances over 30 days** are subject to a monthly 15% interest fee until the account is paid in full.
  
5. **Account balances over 60 days** are subject to collection action. Such legal activity creates a breach in the physician-patient relationship, resulting in discharge from the practice. Accounts that go into collections are subject to a \$25 administrative fee. This fee will be added to your account should the need for a collection agency become necessary.
  - In such cases Mid-Ohio can recommend alternative resources to handle emergencies or crises. Such resources may include crisis hot-lines, hospitals, walk-in-clinics, and community health agencies. Please contact our office for these recommendations.
  
6. **Self-Pay non-insured patients:** If you do not have insurance, payment in full is expected at the time of service.
  
7. **Appointment Reminders:** Mid-Ohio provides a courtesy phone calls a day prior to your appointment as a reminder. This is a courtesy only; it is your responsibility to remember your appointments.
  
8. **Our office requires a 24-hour cancellation notice:** It is the policy of Mid-Ohio Behavioral Health, that the following will occur when a consumer fails to attend scheduled appointments:
  - Two “no shows” in a row: OR Three missed appointments in a row (any combination of “no shows”, same-day cancellations, or same-day rescheduling): OR Five failed appointments in ONE year, will result in placement on same-day scheduling. If there is no participation in any of Mid-Ohio’s programs for 365 days from last date of service, you will be discharged.
    - If you are late for a scheduled appointment by at least half the time (i.e. 15 minutes late for a 30-minute appointment), it is at the provider's discretion if you will be seen at that time or rescheduled.

Cancellations and rescheduling with at least 24-HOUR notice are not considered failed appointments.
  
9. **Refills of medication:** You may call during regular business hours for refills. Please have the following information:
  - Patient’s name, date of birth, phone number, name of medication and the pharmacy it’s to be called into.
  - Note medication refills can take up to 72 hours to be completed.
  - Prescriptions will not be called in over weekends or holidays.
  
10. **Various forms and letters** that require completion by a physician or other professional.
  - Please note that a charge will be assessed based on the length and detail of the document ranging in cost from \$25 to \$35.
  
11. **Responsible Party:** Although Insurance may be run through another person it is the individual bringing the patient to their appointments and signs all necessary paperwork that is considered the responsible party.
  - Thus, responsible for • Supplying insurance information
  - Co-pays at the time of service • No-Call No-Show fees
  - Payment of service if insurance denies payment.
  
12. **All consumers are responsible to update Mid Ohio with any address, insurance or additional demographic changes.**

- Having insurance is not a guarantee of payment, it is your responsibility to be knowledgeable of the patient's insurance coverage, benefits, and eligibility and to alert our staff should coverage change.

13. **Court Request or Subpoenas:** We do not get into custody and or other legal disputes unless it is absolutely necessary and only then if we are being compensated for our professional service and opinion.

- It is our policy at Mid-Ohio to charge \$385 per hour port to port with a minimum charge of two hours (\$770.00) for any physician or counselor being requested or subpoenaed to appear at a court hearing.
- Please Note: The two-hour minimum charge of \$770 must be paid in advance of a scheduled hearing.
- Insurance will not cover court appearances; therefore, you are personally responsible for all cost incurred for our services port to port.

14. **Attention Legal Guardians** who are divorced, separated or have a change in custody/guardianship! Legal custody is the right and obligation to make decisions about a child's welfare. Many states, courts now award shared parenting/joint legal custody to both parents, which means that the decision making is shared. **It is your responsibly to provide all current and legal documentation regarding:** • Custody / Guardianship • Changes of Custody / Guardianship • Documentation that may outline parent parameters, such as no contact court orders.

- Mid-Ohio will assume that both parties have equal say in medical decision making and equal access to the medical record of the stated minor until provided with legal documentation that states otherwise.

**Please Note:** • A parent or legal guardian must accompany minors (under 18 years old) on the patient's first visit. • A parent or legal guardian must attend all med management appointments

15. **Release of Medical Records:** Both HIPAA (45 CFR 164.524 & 164.528) and Ohio Law (Ohio Revised Code 3701.74) grant patients access to and or copy of their medical records upon request. Note all patient records are confidential unless the proper release of information has been completed. With said release signed by patient or legal representative, it is possible for Mid-Ohio to release only the information that has been authorized.

- Under Ohio law, a patient or a legal representative who wishes access or copy of a medical record **must submit a signed, written request that is dated not more than one year before the date on which it is submitted.** The request must indicate whether the copy is to be sent to the requester, physician, attorney or if it is to be held for pickup at our office. Ohio law also requires that within a reasonable time after receiving a patient's request for records (usually 30 days), a physician must permit the patient to examine the record during regular business hours without charge or, on request, provide a copy (fees may apply) of the record to the patient. Release of records may not be compelled as a condition of account payment or provision of services.

**HHS protection of psychotherapy notes.** Special protections for psychotherapy notes in the Privacy Rule promulgated by the U.S. Department of Health and Human Services (HHS) in compliance with the Health Insurance Portability and Accountability (HIPAA).

The patient does not have the right to read, amend, or have a copy of psychotherapy notes. Note; they are the only part of the file patients do not have access to. The protection continues after the death of the patient. Access to these notes is forbidden except with the patient's specific authorization. Authorization may not be compelled as a condition of health insurance payment or provision of services.

Per the Privacy Ruling Psychotherapy notes are specifically defined as: "notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual's medical record (i.e., on a different sheet of paper) to be protected as a separate entity.

Psychotherapy notes under HIPAA— The definition of Psychotherapy excludes the following and is considered part of the general medical/psychiatric record: •References to medication prescribing and monitoring •Session start and stop times •Modality and frequency of treatment furnished • Results of clinical tests — or any summary of the following items: • Diagnosis •Symptoms •Functional status •Treatment plan •Progress to date •Prognosis

16. **Denying Access:** Ohio law (Ohio Revised Code / 3701.74) permits physicians to deny patients access and or to limit access to their records (such as psychotherapy notes) if the physician, counselor or psychologist determines that disclosure is likely to have an adverse effect on the patient.

• **Authorization to Pay:** I authorize my insurance benefits be paid directly to Mid-Ohio Behavioral Health, LLC. If insurance payments are made to me, this payment along with the Explanation of Benefits will need to be turned over to Mid-Ohio Behavioral Health, LLC immediately. Failure to do so will allow Mid-Ohio Behavioral Health, LLC the right to seek court action and end treatment. I understand that charges not covered by my insurance plan, as well as applicable co-payments and deductibles, are my responsibility. I authorize Mid-Ohio Behavioral Health, LLC to release pertinent medical information to my insurance company when requested, or to facilitate payment of a claim.

• **I have read the foregoing Financial Agreement** provided to me by Mid-Ohio Behavioral Health and I have been given the opportunity to discuss. I understand that Mid-Ohio Behavioral Health may, at its discretion, change the terms and conditions of this notice. Any questions I may have had have been answered to my satisfaction. I understand and agree to the content of the Financial Agreement and have been provided with a copy of same.

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Signature of Patient/Responsible Party \_\_\_\_\_

Witness Signature \_\_\_\_\_

Date \_\_\_\_\_