# Patients' Bill of Rights and Responsibilities

River Valley Health & Dental ("Center") is committed to providing high quality care that is fair, responsive, and accountable to the needs of our patients and their families. We are committed to providing our patients and their families with a means to not only receive appropriate health care and related services, but also to address any concerns they may have regarding such services. We encourage all of our patients to be aware of their rights and responsibilities and to take an active role in maintaining and improving their health and strengthening their relationships with our health care providers. Please read this statement and ask us questions that you might have. You will be asked to sign and acknowledge receipt of this statement.

You may also contact the Compliance Officer, <u>ComplianceOfficer@aimhealthy.org</u> or (570) 567-5413 for any further questions, issues or concerns that you may have.

# A. Human Rights

- 1. All patients have the right to obtain services without discrimination and be treated with respect regardless of race, color, ethnicity, national origin, ancestry, sex, age, religion, physical or mental handicap or disability, sexual orientation or preference, marital status, socio-economic status, diagnosis/condition, gender identification, protected veteran status or on any other grounds as applicable federal, state and local laws or regulations may prescribe.
- 2. All patients shall be treated with courtesy, consideration and respect by all staff, at all times, under all circumstances and in a manner that respects their dignity and privacy.

#### **B.** Health Care

- 1. All patients shall receive high quality care based on professional standards of practice, without regard to their ability to pay for such services.
- 2. You may request a different health care provider if you are dissatisfied with the person assigned to you. The Center will use best efforts, but cannot guarantee that re-assignment requests will always be accommodated.
- 3. You have a right to complete, accurate information and explanations that are easily understood, in the language you normally speak and in words that you understand, both culturally and linguistically. 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.
- 4. You have the right and responsibility to ask questions (at any time before, during or after receiving services) regarding any diagnosis, treatment, prognosis and/or planned course of treatment, alternatives and risks, so as to participate fully in decisions related to your health care. If a patient is unable to participate fully, he or she has the right to be represented by parents, guardians, family members or other designated surrogates.
- 5. You may refuse any treatment (except as prohibited by law), and you shall be informed of the alternatives and/or consequences of refusing treatment, which could require the Center to inform the appropriate authorities of your decision (for example if a patient was to refuse treatment for an infectious disease that would require notification to the local Center for Disease Control). You may also express preferences regarding any future treatments. You will be asked to provide an explanation for such refusal and to tell us clearly what your wants and needs may be.
- 6. You have the right to obtain another medical opinion prior to any procedure.
- 7. You shall be informed if any treatment to be undertaken is for purposes of research or is experimental in nature, and you will be given the opportunity to provide your informed consent before such research or experiment begins (unless such consent is otherwise waived).
- 8. You may develop advanced directives and be assured that all health care providers will comply with those directives in accordance with the law.
- 9. It is your responsibility to participate and follow the treatment plan recommended by your health care providers, and to the extent you are able, work with your providers to achieve desired health outcomes. You should also let your health care providers know if you experience any changes or reactions to medication and/or your treatment.
- 10. You may request a chaperone to be present during any intimate examination and your provider may request a chaperone at any time when desireable for the delivery of quality care.
- 11. You have access to care even when the Center is closed, with 24-hours phone assistance/after-hours coverage through a Nurse Triage Center. This assistance is accessed by calling (570) 567-5400 to be connected directly to a nurse. We want to assure quality patient care coverage during off hours so at least one of our providers is on-call to communicate with the triage staff on an as-needed basis.

In addition, you can expect us to provide continuity of care. If you were to present in the Emergency Department, we will be notified and given the chief complaint.

We will then follow-up with you the next day. Both the ED and nurse triage staff can offer you an appointment with us the next day to provide follow-up care with your primary care provider.

12. At your initial visit, you will be asked to sign an authorization necessary to govern the ways that we may deal with your health records and a consent to treat you or your child. With a valid consent on file, you may then authorize another person to bring your child in for a visit, if necessary. We may also accept some verbal consent, but only in limited circumstances.

# C. Privacy

- 1. The Center's Notice of Privacy Practices sets forth the ways in which your protected health information and medical records may be used or disclosed and the rights granted to you under the Health Insurance Portability and Accountability Act ("HIPAA"). You will be asked to acknowledge your receipt of this notice. Overall, it is reasonable for you to expect that all individually identifiable health information and/or your medical records will be kept confidential and only disclosed in accordance with proper written authorization or as otherwise permitted or required by law.
- 2. The Center uses an electronic health record system and paper documents to record the care provided to you. The Center also participates in a regional/statewide health information exchange, which allows the sharing of your health records electronically with other health care providers who choose to participate in the health information exchange. These providers will be able to access your records only for certain purposes related to your health care.
- 3. You may access, review, and/or get a copy of, your medical records, upon request, at a mutually designated time (or, as appropriate, have a legal custodian access, review and/or copy such records) at the Center, and request amendments and/or corrections to such records.

# **D.** Payment

- 1. You have the right to ask for and receive information regarding your financial responsibility for services provided to you, to include receipt of an itemized copy of the bill, an explanation of charges, and a description of the services that will be charged to his/her insurance.
- 2. You should provide accurate personal, financial, insurance, and medical information (including all current treatments and medications) prior to receiving services from the Center and its health care providers. You must pay, or arrange to pay, all agreed fees for services. If you cannot pay right away, you will be

- responsible to work out a payment plan. No individual will be denied services because of their inability to pay.
- 3. You should familiarize yourself with your health benefits and any exclusions, deductibles, co-payments, and treatment costs.
- 4. As applicable, you should inform the Center of any changes in your financial status and make a good faith effort to meet your financial obligations, including promptly paying for services provided (for which you may be given a prompt payment discount). Financial counseling is available to explore established payment alternatives and/or insurance options.
- 5. If your income is less than the federal poverty guidelines, you may be eligible for a sliding fee schedule (discounted fee.).

#### E. Rules

- 1. You are responsible to follow all administrative and operational rules and procedures posted within the Center facility which were established for your safety and security. You should request any additional assistance necessary to understand and/or comply with the Center's administrative procedures and rules to access health care and related services, participate in treatments, or satisfy payment obligations.
- 2. You are expected to behave at all times in a polite, courteous, considerate and respectful manner to all staff and other patients, including respecting their privacy and dignity. You should refrain from abusive, harmful, threatening, or rude conduct towards other patients and/or the Center staff.
- 3. You are responsible to supervise your children (under the age of 16) while in the Center facility, for their safety, and the protection of other patients, staff and property. Children are not to be left unsupervised in the waiting room or any other location within the facility, i.e. hallway while a parent/guardian or other adult is undergoing medical or dental treatment. Without prior approval, no one except personnel employed by the Center are to be present in the exam rooms or dental operatory while a patient is being examined or treated.
- 4. All children, under the age of 18, that are not emancipated, must be accompanied by a parent or guardian if it is a visit that requires a Consent for Treatment to be signed. (Initial consents signed by the parent or guardian are only valid for one year.) If a Consent has been signed (and is in force) and the child is 16 or older, they may be treated in the absence of the presence of said parent or guardian (however, certain procedures and treaments may have different requirements, so be sure to check with us prior to your appointment). If your child is under 16 years of age and is to be accompanied by a surrogate (i.e. grandparent or other responsible adult), the parent or guardian must provide written or verbal permission.
- 5. The Center follows the recommendation of the American Academy of Pediatric Dentistry and therefore asks parents of older children to remain in the waiting room

when children are brought into the dental operatory. Studies have shown that children over the age of 3 often respond better when their parents aren't in sight. We understand parents' concern, but our dentists are experienced with children and can usually handle behavioral problems that might arise. By allowing your child to enter the operatory without you, you're placing trust in your dental professionals and teaching your child to do the same. As the new sights and sounds of the dental office can be intimidating for young children, we have an Infant Day Program that does allow you to accompany a child that is under the age of 3 into a special operatory. Our Pediatric Dental program can accommodate greater participation by you in the services that are provided. If your child is seen by a Pediatric Dental Hygienist or the Pediatric Dentist, you may be given some options for observing the treatment provided.

- 6. You do not have the right and **ARE ABSOLUTELY FORBIDDEN** to carry any type of weapon or explosive material or device into the Center facility.
- 7. You are responsible to keep all scheduled appointments and arrive on time. Untimely arrival may delay or cause your appointment to be rescheduled. You will also be asked to update your information at each visit.
- 8. You must notify the Center no later than 24 hours (or as soon as possible within 24 hours) prior to the time of your appointment that you cannot keep the appointment as scheduled. Failure to follow this policy and any three instances of missed appointments (no show) may result in losing your ability to schedule further appointments. Thereafter, access to care will be permitted on a walk in only basis. For Dental appointments, you must confirm your appointment by 2 p.m. the day prior to such appointment or such appointment will be cancelled and marked as a no-show. We will attempt to fill your appointment time with another patient and should you come in, you will either have to wait to be seen if the schedule will permit or reschedule your appointment. The rule applies that three instances of no-show shall result in being placed on the walk-in list. After three consecutive walk-in visits, patients may be allowed to again schedule visits in advance.
- 9. You have the right to request access to the Center patient portal which provides you with information regarding your treatment to includes your medical chart summaries, labs, billing details and appointment schedules.

#### **F.** Complaints

- 1. If you are not satisfied with our services, please let us know as we welcome suggestions on how to improve services.
- 2. You have the right to file a complaint about the SCH&DC or its staff without fear of discrimination or retaliation and to have it resolved in a fair, efficient and timely manner. You will never be denied care due to the exercise of this right.

- 3. You should utilize all services, including grievance and complaint procedures, in a responsible, non-abusive manner, consistent with the Center's rules and procedures.
- 4. Staff and management will seek to resolve any complaints that you have. You may seek assistance from executive staff and if necessary, obtain review by the SCH&DC Chief Executive Officer, or his/her designee. The facts and circumstances of the complaint and your input will be reviewed for appropriate corrective action or to determine the outcome that should be achieved, as appropriate. The CEO is the final arbitrator of the complaint.

### **G.** Termination

- 1. If it becomes necessary to terminate the provider/patient realtionship, you have the right to receive advance written notice explaining the reason why and you will be given thirty (30) days to find other health care service. In the event that you have created a threat to the safety of the staff and/or other patients, the Center may stop treating you immediately, and without prior written notice.
  - i. Reasons that might cause you to lose your status as a patient:
    - a. Failure to obey center rules and policies, or
    - b. Failure to follow your health care program, such as instructions about taking medications, personal health practices, or follow up appointments, as recommended by your healthcare provider(s), and/or
    - c. Disruptive, unruly or abusive behavior to the point that it seriously impairs the Center's ability to furnish services either to the patient or other patients and/or
    - d. Threatening the commission of, or commission of, an act of physical violence directed at a practitioner, any member or members of the Center staff, or other patients or other act constituting a threat to the safety of the staff and/or other patients and/or
    - e. Fraudulent or illegal acts, including but not limited to, permitting the use of a patient ID card by another, theft of prescription pads, alteration of prescriptions, theft or other criminal or fraudulent acts committed on Center premises.
    - f. Other circumstances that indicates an untenable or irreparable breach has occurred in the provider/patient relationship and in the Center's sole discretion or opinion, termination or transfer of care to another provider, would result in a better outcome for your health.

# **H.** Appeals/Reinstatement

- 1. If the Center has given you notice of termination of the patient and center relationship, you have the right to appeal. Unless you have a medical emergency, we will not continue to see you as a patient while you are appealing the decision.
- 2. A patient may be readmitted to the Center's care if they meet the requirements of its Dismissal of Care Policy, which includes in part, unanimous consent of the administrative staff of the Center and agreement to a Plan of Care. Such reinstatement is not available to you if the original reason for termination involved a threat of physical violence or a fraudulent or illegal act that produces liability for the Center or its staff or patients.

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