

CLIENT RIGHTS & CONFIDENTIALITY POLICY

It is the policy of the State of Oregon and Neurotherapeutic Pediatric Therapies and Medford Children's Therapy (collectively, "Neuro") that an individual has:

- The right to have protected health information of the individual safeguarded from unlawful use or disclosure; and
- The right to access and review protected health information of the individual.

In addition to the rights and obligations expressed in ORS 192.518, the federal Health Insurance Portability and Accountability Act ("HIPAA") privacy regulations, 45 C.F.R. parts 160 and 164, establish additional rights and obligations regarding the use and disclosure of protected health information and the rights of individuals regarding the protected health information of the individual.

A healthcare provider or state health plan:

1. May use or disclose protected health information of an individual in a manner that is consistent with an authorization provided by the individual or a personal representative of the individual.
2. May use or disclose protected health information of an individual without obtaining an authorization from the individual or a personal representative of the individual:
 - a. For the provider's or plan's own treatment, payment or healthcare operations; or
 - b. As otherwise permitted or required by state or federal law or by order of the court.
3. May disclose protected health information of an individual without obtaining an authorization from the individual or a personal representative of the individual:
 - a. To another covered entity for healthcare operations activities of the entity that receives the information if:
 - i. Each entity has or had a relationship with the individual who is the subject of the protected health information; and
 - ii. The protected health information pertains to the relationship and the disclosure is for:
 1. Healthcare operations as listed in ORS 192.519; or
 2. Healthcare fraud and abuse detection or compliance;
4. To another covered entity or any other healthcare provider for treatment activities of a healthcare provider; or
5. To another covered entity or any other healthcare provider for the payment activities of the entity that receives that information.

A healthcare provider or state health plan that receives an authorization to disclose protected health information may charge;

1. a) No more than \$30 for copying 10 or fewer pages of written material, no more than 50 cents per page for pages 11 through 50 and no more than 25 cents for each additional page; and
b) A bonus charge of \$5 if the request for records is processed and the records are mailed by first class mail to the requester within seven business days after the date of the request;
2. Postage costs to mail copies of protected health information or an explanation or summary of protected health information, if requested by an individual or a personal representative of the individual; and
3. Actual costs of preparing an explanation or summary of protected health information, if requested by an individual or a personal representative of the individual.

A healthcare provider may use an authorization that contains the following provisions in accordance with ORS 192.520 (see form: Authorization to Use and Disclose Protected Health Information).

A healthcare provider or a state health plan does not breach a confidential relationship with an individual if the healthcare provider or state health plan uses or discloses protected health information in accordance with ORS 192.520.

Nothing in ORS 192.519 or 192.520 may be construed to create a new private right of action against a healthcare provider or a state health plan.

If no person has been appointed as a personal representative under ORS chapter 113 or a person appointed as a personal representative under ORS chapter 113 has been discharged, the personal representative of a deceased individual shall be the first of the following persons, in the following order, who can be located upon reasonable effort by the covered entity and who is willing to serve as the personal representative:

1. A person appointed as guardian under ORS 125.305, 419B.370, 419C.481 or 419C.555 with authority to make medical and healthcare decisions at the time of the individual's death.
2. The individual's spouse.

3. An adult designated in writing by the persons listed in this section, if no person listed in this section objects to the designation.
4. A majority of the adult children of the individual who can be located.
5. Either parent of the individual or an individual acting in loco parentis to the individual.
6. A majority of the adult siblings of the individual who can be located.
7. Any adult relative or adult friend.

Allowed disclosure of protected health information by state health plan or prepaid managed health services organization:

1. Notwithstanding ORS 179.505, a state health plan or a prepaid managed care health services organization may disclose the protected health information of an individual listed in subsection (2) of this section, without obtaining an authorization from the individual or a personal representative of the individual, to another prepaid managed care health services organization for treatment activities of a prepaid managed care health services organization when the prepaid managed care health services organization is providing behavioral or physical healthcare services to the individual.
2. The protected health information that may be disclosed pursuant to subsection (1) of this section includes the following, as defined by the Department of Human Services by rule:
 - a) Oregon Health Plan member name;
 - b) Medicaid recipient number;
 - c) Performing provider number;
 - d) Hospital provider name;
 - e) Attending physician;
 - f) Diagnosis;
 - g) Date or dates of service;
 - h) Procedure code;
 - i) Revenue code;
 - j) Quantity of units of service provided; or
 - k) Medication prescription and monitoring.
3. As used in this section, "prepaid managed care health services organization" has the meaning given that term in ORS 414.736

Upon an individual's enrollment in a state health plan or a prepaid managed care health services organization, the plan or organization shall disclose to the individual the information that may be disclosed or exchanged under ORS 192.527. The plan or organization must obtain a signed acknowledgment that the individual has been informed of the provisions of this section and ORS 192.527 and the specific information that may be disclosed or exchanged under ORS 192.527 without the individual's authorization.

Allowed retention or disclosure of genetic information:

1. Notwithstanding ORS 192.537 (1), a healthcare provider may retain genetic information of an individual without obtaining an authorization from the individual or a personal representative of the individual if the retention is for treatment, payment or healthcare operations by the provider.
2. Notwithstanding ORS 192.539 (1), a healthcare provider may disclose genetic information of an individual without obtaining an authorization from the individual or a personal representative of the individual if the provider discloses the genetic information in accordance with ORS 192.520.
3. As used in this section, "retain genetic information" has the meaning given that term in ORS 192.531.

CLIENT COMMUNICATION POLICY

Neuro communicates through email as a fast and efficient way to reach our clients and families. Through email, you will receive appointment reminders, important updates, newsletters, reports, payment confirmation, and communication with your child's practitioner, if warranted.

When contacting your practitioner, these are the most effective ways to get in touch in a reasonable amount of time:

- By phone: Voicemail messages are confidential.
- By email: Please know that any client-centered email correspondence is part of the official client record, and that email correspondence is not HIPAA secure. **Do not use email for emergencies. For medical emergencies, call 911. For mental health emergencies, call or text 988, or call your county mental health crisis line.**
- Portal message: For clients receiving naturopathic care, please send a message through your ChARM account.

Text or Email Appointment Reminders: These courtesy reminders may not always be accurate or transmitted correctly, and are often not sent if an appointment is scheduled within the following 24 hours. If you do not receive a reminder, you are still responsible for your scheduled appointment. If you have any questions about your appointment, please call our office.

Email and text reminders may contain: client's first name, clinic name/location, and appointment dates and times. We cannot guarantee the confidentiality of these types of communication, and by consenting to email and text reminders, you agree that you understand this security risk.

Disclosure and Consent for Non-Secure Communications: Neuro takes reasonable precautionary measures to protect your information and maintain the security of all records; however, the use of any electronic communication comes with security risks.

Your signature means you will not hold the client's practitioner or Neuro liable for any damages that may result from communication from the client's practitioner or Neuro regarding the client. You may opt out of email communication at any time by sending written notice.

CUSTODY POLICY

Based on Oregon State Regulations (ORS 107.154), both parents are entitled to receive information about their child's appointments, progress, medical records, medical reports, etc. If a parent is not listed on the Client Registration Form, they will need to fill out a Registration Form before receiving information.

If a child's custodial situation varies from this standard or there is involvement by the family law or criminal court systems, it is the responsibility of each parent to immediately notify Neuro so that we can update the client's records and instruct staff accordingly.

Any changes in custody need to be submitted in writing and/or approved by the court, and may need to be reviewed by Neuro to ensure compliance as well as to ensure the safety of the child, parent and Neuro staff. If there is a dispute or discrepancy between the parents as to custodial issues, a child's therapy may have to be put on hold until the issue is resolved.

TELEHEALTH POLICY

Telemedicine ("Telehealth") includes the practice of providing therapy services, including delivery, diagnosis, consultation, treatment, transfer of medical data, and education using interactive audio, video, or data communications.

- There are potential risks associated with the use of Telehealth. Electronic systems used by Neuro will incorporate network and software security protocols to protect the confidentiality of client identification and imaging data and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.
- Clients will be informed of the identities of all parties present during the consultation and the purpose for such individuals having access.
- Clients/clients' guardians are required to disclose to their provider the identity of all parties present during Telehealth appointments and by informing the provider of parties present, consent to the release of information regarding protected health information and treatment plan. It is within the discretion of the provider to approve or deny the presence of such parties during a treatment session as warranted by the provider's professional judgment.
- A dedicated adult needs to be present and available to assist throughout the session.
- The practitioner and client/client guardian will regularly reassess the appropriateness of continuing to deliver services through Telehealth, and modify the plan as needed.
- The laws that protect privacy and the confidentiality of medical and mental health information also apply to Telehealth, and no identifiable information obtained in the use of Telehealth will be disclosed unless authorized by existing confidentiality laws.
- There will be no recording of Telehealth sessions either by clients or by Neuro.
- Client/client's guardians have the right to withhold or withdraw consent to the use of Telehealth at any time, without affecting the client's right to future care or treatment.

By signing this client agreement, you are giving your informed consent for the use of Telehealth by Neuro. This agreement is in effect for one year from the date signed.

CLIENT SERVICE POLICIES

1. For Occupational, Physical, or Speech Therapy Services, we are required by the insurance companies to have a prescription from your medical provider in order to begin therapy. It is your responsibility to obtain the prescription.
2. If an emergency should occur during treatment, we will call 911 and/or provide treatment and stabilization as needed.
3. Due to equipment limitations and employee and client safety, there are certain circumstances where we might not be able to provide services for a client.
4. Parents should be prepared to remain on site for their child's entire therapy session. Your child's therapist will discuss expectations for parent involvement as needed
5. Children cannot be left unattended in the waiting room. All children must be accompanied by a parent/guardian or responsible party in the waiting area prior to and after each treatment session. Children will not be permitted to wait by the front door or outside for their ride.
6. **Health Policy:** If you, your children, or individuals attending the therapy sessions are sick and/or contagious within the last 24 hours of the scheduled appointment please stay home. If your child is sick, they will be sent home. In the case of an infectious outbreak, additional/alternate policies may be implemented in accordance with state and local guidelines.
7. **Closure Updates and Holiday Closures:** In the event of a clinic closure, you will be contacted by the scheduling team or your provider to reschedule.

Do not assume an appointment has been canceled even if area schools have closed, or opened late. We will contact our clients in appointment order so appointments later in the day may not receive an early morning call. If you are unable to get to your clinic due to weather or other emergency and your clinic is still open please call or email the scheduling team as soon as possible to reschedule.

For Occupational Therapy, Physical Therapy, or Speech Therapy appointments, email:

Neuro Clinics: schedule@nt4kids.org

Medford Children's Therapy: mctschedule@nt4kids.org

For Mental Health or Medical appointments, email: MH.Med@nt4kids.org

Closure Updates: Alerts are posted as quickly as possible on our websites or Facebook Pages.

Neuro Clinics – Website: www.nt4kids.org Facebook: facebook.com/nt4kids

Medford Children's Therapy – Website: www.mct4kids.org Facebook: facebook.com/MedfordChildrensTherapy

Holiday Closures: We are NOT closed for all school holidays. You can find the full list of Holiday Closures on our websites.

CANCELLATION POLICY

Consistent attendance to scheduled treatment sessions is necessary to ensure progress is made toward established goals. It is important to understand that No-Shows and Late Cancellations are not tolerated and can result in removal from the schedule and/or an out-of-pocket charge.

Neuro has instituted a 24-hour cancellation policy for all in-clinic and telehealth appointments. In the event that you are unable to keep your/your child's scheduled appointment, we ask that you contact our office as soon as possible. Phone numbers for all our locations and services can be found on our websites.

If you have any problems getting through, please leave a voicemail message OR send an email with the client's name, your name (if a parent/guardian), appointment date and cancellation reason.

Cancellation/No Show Fees

- **Cancellation:** If an appointment is canceled 24 hours or more before the scheduled appointment time, no charge will be assessed.
- **No Show/No Call:** Failure to cancel or show up to a scheduled appointment or if a scheduled appointment is canceled less than 1 hour before the appointment time, a \$50.00 charge will be assessed, with no exceptions. This charge is the responsibility of the client or parent/guardian and will not be reimbursed by the insurance company or other third party payer. This needs to be paid within 30 days of missed appointment in order to avoid treatment being put on hold.
- **Late Cancel:** If an appointment is not canceled 24 hours prior (48 hours for an initial evaluation), a \$35.00 charge will be assessed. This charge is the responsibility of the client or parent/guardian and will not be reimbursed by the insurance

company or other third party payer. This needs to be paid within 30 days of missed appointment in order to avoid treatment being put on hold.

Late cancellations due to a client/family illness and/or emergency are assessed by the Clinic Director, and fees may be waived when warranted.

ATTENDANCE POLICY

Clients may lose their recurring appointment time or be discharged from services if they have frequent attendance problems as outlined below.

Frequent No Shows, No Calls, and/or late Cancellations:

- Clients with 3 No Show, No Call, and/or Late Cancellations in a 12-month period will lose their recurring treatment time and be moved to week-to-week scheduling.
- When a client has attended 8 consecutive treatment sessions with timely arrival, scheduling recurring appointments can be discussed with the provider. Appointment times will be based on availability.
- If a client has a late cancellation or no-show during this week-to-week scheduling, they will be discharged from therapy services. The referring provider and/or case manager will be notified of the discharge from therapy.

Cancellation of Evaluations:

- 48-hour notice to cancel an initial evaluation is requested, at which time the evaluation will be rescheduled at the next available appointment.
- Less than 48 hour notice or No-Show: Clients will be put back on the evaluation waitlist.
 - Two (2) late cancellations or no-shows of initial evaluation will result in final removal from our schedule and the referring provider will be notified.

Frequently Late/Tardy to Appointments:

- Please arrive 5 minutes before all scheduled in-clinic appointments.
- Arriving late more than 1 time every 6 appointments (per discipline) is grounds for removal from the recurring appointment schedule and the client will be moved to week-to-week scheduling. We will still conduct a scheduled appointment if a client arrives within the first 15 minutes of the scheduled appointment start time. However, the provider cannot extend the length of the appointment at the end to make up for time missed.
- Arriving more than 15 minutes late to a scheduled appointment may require that we cancel the appointment and reschedule due to time constraints. As a result, this would be considered a Late Cancellation and is subject to late cancellation fees listed above.

Frequently Canceled Appointments:

- Canceling more than 1 appointment every 6 scheduled (per discipline) is grounds for removal from the recurring appointment schedule and the client will be moved to week-to-week scheduling.
- Multiple cancels and rescheduling will require reviewing of scheduled appointments and determining if another time, day, or provider may be more beneficial.
- We are required to discharge clients if we have not seen or had contact with the client/parent/guardian for more than 30 days.

Vacation Cancellation:

- Please verify with scheduling, any appointments that will be canceled due to a vacation at least 14 days prior to the date/s which will be missed. We are unable to hold any time slot for more than 2 consecutive weeks.

FINANCIAL RESPONSIBILITY POLICY

Filing insurance claims is a courtesy that we extend to our clients, but all charges are your responsibility from the date the services are rendered. We will help you receive your maximum allowable benefits through your insurance carrier.

- Neuro will file insurance claims with any insurance carrier. If we are not billing insurance for you, the payment for service may be eligible for a "Time of Service" discount.
- All clients/parents are expected to know and understand their coverage and benefits for therapy services. Neuro will verify insurance benefits prior to your first appointment, but you should also check your benefits. It is very important that you ask specifically about any "exclusions" or "limitations" to therapy benefits. ***A quote of benefits from your insurance company is not a guarantee of payment.*** In the event your insurance does not pay for services, you are ultimately responsible for all charges.

- Please provide Neuro with a copy of your insurance card. If you receive a new card and/or your insurance information changes, you are responsible to promptly provide Neuro with the new information. If you do not notify Neuro of your current insurance or any insurance changes and this affects our ability to collect from any of your insurance companies, you will be responsible for all charges. Please be aware that this applies to clients with both **private and medicaid/OHP insurances. This is a rare exception for medicaid/OHP clients, and you may receive a bill if you do not notify us of an insurance change.** This paragraph serves as a waiver of the general policy that clients with medicaid/OHP insurance will not be billed for services.
- We will make every attempt to bill your insurance for all services provided. If a balance remains after your insurance has paid their portion, a finance charge of 18% will be applied to all balances that are over 90 days past due.
- Copayments are to be paid at the time of service.
- You are responsible for payment of any **"No Show and Late Cancellation"** charges. Please see the [Cancellation Policy](#) above for the terms and fee amount.
- Fee Schedules are provided for each service. By signing the Client Agreement, you are agreeing that you have received and understand the appropriate fee schedule.
- Our fees for services are billed on a monthly basis. All charges are due and payable within 30 days of receipt.

If you are interested in automatic payments, please contact our Billing Specialist about enrollment.

By signing this Client Agreement, you accept all responsibility for the evaluation and treatment costs incurred by yourself, or your child. As the responsible party, you assign the rights in any insurance benefits or funding to Neuro.

CLIENT AGREEMENT

By signing below, I acknowledge that I have read and agree to ALL Client Policies at Neurotherapeutic Pediatric Therapies and Medford Children's Therapy (collectively, "Neuro").

Client's Name	DOB
Responsible Party's Signature	Date
Print Name of Responsible Party	Relationship to Client