

## CONSENTS, TERMS, POLICIES, AND DISCLOSURES

NOTICE TO PATIENT/GUARANTOR: TOTALCARE EMERGENCY ROOM IS A LICENSED FREESTANDING EMERGENCY MEDICAL CARE FACILITY. YOUR INSURANCE WILL BE BILLED FOR EMERGENCY ROOM SERVICES AND PHYSICIAN SERVICES. A COPY OF THIS FORM MAY BE MADE AVAILABLE TO THE PATIENT.

- This facility is a freestanding emergency medical care facility;
- This facility charges rates comparable to a hospital emergency room and may charge a facility fee.
- This facility or a physician providing medical care at this facility may not be a participating provider in patient's health benefit network.
- The physician providing medical care at this facility may bill separately from the facility for the medical care provided to a patient.

### **Consent to Treatment:**

I consent to the procedures that may be performed during this visit including emergency treatment and/or services which may include, but are not limited to, laboratory services, x-ray examinations, diagnostic procedures, physician, nursing, or services rendered to me as ordered by my physician or other healthcare professional. I voluntarily request and consent for independently contracted physicians (TotalCare ER and its associated entities) to order all necessary tests and treatments while I am a patient at TotalCare ER. I understand that medical care is not an exact science and that no guarantee or warranty is being made as to my examination, treatment, result, or outcome. I understand that I am free to withdraw my consent and to discontinue participation in these procedures at any time. However, I understand that doing so may hinder my treatment and/or medical outcome.

### **Consent to Photograph**

I grant permission to TotalCare ER and its associated entities to take photographs, should the need arise, for purposes of my treatment during my health evaluation and treatment.

### **Consent to Use and Disclose Information**

I agree and consent to the use and disclosure of my health information for the purposes of treatment, payment from third party payers, and other healthcare operations, such as the maintenance of medical records, communication of health information with other health professionals who contribute to my care, and quality peer reviews and assessments.

### **Privacy Notice Acknowledgement**

I have received a copy of the Notice of Privacy Practices as required by the Health Insurance Portability and Accountability Act. I understand that if I have questions or complaints, I may contact our corporate office.

### **Accidental Bodily Fluid Exposure to Healthcare Worker**

In the case of my bodily fluid exposure to a healthcare employee, I consent to testing, which may include, but not limited to, HIV or Hepatitis, to determine the presence of any communicable disease for the benefit of the exposed employee. I understand that these test results do not become part of my medical record.

### **Smoking Policy**

To maintain the health and safety of patients, visitors, and staff, TotalCare ER is a strictly enforced smoke-free environment. TotalCare ER and its associated entities are not responsible for any claim or harm arising from smoking, or from my leaving the facility for the purpose of smoking or consuming tobacco products.

### **Personal Valuables**

Although the facility will make all reasonable efforts in safeguarding my valuables, I understand that TotalCare ER and its associated entities are not responsible for the loss or damage of personal valuables.

### **Assignment of Insurance Benefits**

I assign TotalCare ER all right, title, and interest in any and all health insurance and/or health plan proceeds/benefits from any plan(s) arising from the provision of any good and services provided TotalCare ER and TotalCare ER, PA and/or physicians/healthcare providers thereof.

This assignment is made in accordance with §1204.054, Tex. Ins. Code.

I also assign and transfer to TotalCare ER and entities all rights, title and interest in any claims against my health insurers, sponsors and/or plan administrators of any of my health benefit plans(s) arising from or pertaining to any wrongful acts and/or omission pertaining to any of said health/benefit plan(s) or health insurance policy(ies) including, but not limited to, claims for a nonpayment or underpayment of health provider invoices and claims. I further expressly and knowingly assign all rights under my benefit plan and the Employee Retirement Income Security Act of 1974 to sue my benefit plan for any breach of its fiduciary duty. By executing this

assignment of benefits, I am directing the health insurance carrier or other health benefit plan providing my coverage (including, but not limited to, any employers, employer group, or trust sponsored or offered plan), to pay TotalCare ER and its associated entities, file primary and secondary insurance claims for insured patients. I authorize the facility and/or physicians indicated above to release medical information about me as may be necessary for the completion of my insurance claims for this occasion of service to any insurance carrier or health plan.

#### **Financial Agreement and Patient Guarantee**

TotalCare ER is NOT participating in any government insurance, including but not limited to: Tricare, Medicare, or Medicaid. Beneficiaries of government insurance will be treated as self-pay patients. TotalCare ER will not file a claim to any government insurance, and recipients may be personally responsible to TotalCare ER and its associated entities for payment.

TotalCare ER may be an "out-of-network" provider under my insurance carrier and/or health benefit plan. I understand that my out-of-network payment responsibility may be higher than an in-network option. Texas Insurance Law states that if a condition is deemed a medical emergency, insurance will pay in accordance with the plan's benefits of the services at the "in-network" benefit level. I understand that physicians or healthcare providers rendering services to me while at TotalCare ER may bill separately from TotalCare ER. I understand that physicians or healthcare providers providing services while TotalCare ER may not be participating providers with the same third party payers or benefit plans as TotalCare ER. I understand that I am responsible for paying all providers subject to the terms of my health plan or insurance, if any.

I agree, whether signing as agent or a patient, that in consideration of the services to be rendered, I hereby am responsible for paying facility copayments, deductibles, estimated facility coinsurance amounts, and any balances deemed not to be a covered benefit of the insurance policy. Monthly statements will be sent to guarantors for patient balances. Acceptable means of payments are cash and credit or debit cards.

#### **Non-Covered Services**

If any of the provided services are not covered by my insurance company, or TotalCare ER is not able to verify eligibility, I am responsible for all charges incurred for services rendered.

#### **Consent to Text Messaging**

Patients in our practice may be contacted via email and/or text message to remind you of an appointment, to obtain feedback on your experience with our healthcare team, and to provide general health reminders/information. If at any time I provide an email or text address at which I may be contacted, I consent to receiving healthcare communications/information at that email or text address from TotalCare ER.

#### **Patient Rights**

The physicians, nurses and entire staff are committed to assure you safe, reasonable care.

1. A patient has the right, upon request, to be given the name of his attending practitioner, the name of all other practitioners directly participating in their care and the names and functions of other healthcare professionals having direct contact with the patient.
2. A patient has the right to consideration of privacy concerning their own medical care program. Case discussions, consultation, examination, and treatment are considered confidential and shall be conducted discreetly.
3. A patient has the right to have records pertaining to their medical care treated as confidential, except as otherwise provided by law or third party contractual arrangement.
4. A patient has the right to know what facility rules and regulations apply to his conduct as a patient.
5. A patient has the right to expect emergency procedures to be implemented without necessary delay.
6. The patient has the right to good quality care and high professional standards that are continually maintained and reviewed.
7. The patient has the right to full information in layman's term; concerning diagnosis, treatment & prognosis, including information about alternative treatments and possible complications. When it is not medically advisable to give the information to the patient, the information shall be given on their behalf to their designee.
8. Except in emergencies, the practitioner shall obtain the necessary informed consent prior to the start of a procedure. Informed consent is defined in Texas Administrative Code, Title 25, Part 7m Chapter 601.
9. A patient, or if the patient is unable to give informed consent, a responsible person, has the right to be advised when a practitioner is considering the patient as part of a medical research program or donor program, and the patient, or responsible person, shall give informed consent prior to actual participation in the program. A patient, or responsible person, may refuse to continue in a program to which he has previously given consent.
10. A patient has the right to refuse drugs or procedures, to the extent permitted by statute, and a practitioner shall inform the patient of the medical consequences of the patient's refusal of said drugs or procedures.
11. A participant has the right to medical and nursing services without discrimination based upon age, race, color, religion, sexual orientation, national origin, handicap, disability or ability to make payment.
12. The patient who does not speak English should have access, where possible, to an interpreter. +

13. The facility shall provide the patient, or patient designee, upon request, access to information contained in their medical records unless access is specifically restricted by attending practitioner for medical reasons.
14. The patient has the right to expect good management techniques to be implemented with the facility. Those techniques shall make effective use of the time of the patient and avoid the personal discomfort of the patient.
15. When an emergency occurs and a patient is transferred to a hospital, the responsible person/patient's designee shall be notified. The institution to which the patient is to be transferred shall be notified prior to the patient's transfer.
16. The patient has the right to expect the facility to provide information for continuing health care requirements following discharge and the means for meeting them.
17. The patient has the right to be informed of his rights at the time of admission.
18. The facility expects the patient to ask questions about any directions or procedure they don't understand.
19. The facility expects that patient to be considerate of other patients and staff in regard to noise, smoking, and number of visitors in the patient areas. The patient is also expected to respect the property of the facility and other persons.
20. The patient is expected to follow instructions and medical orders and report unexpected changes in their condition to their physician and facility staff.
21. The patient is expected to follow all safety regulations that they are told or read about.
22. If the patient fails to follow their healthcare provider's instructions, or if the patient refuses care, they are responsible for their own actions.
23. The patient has the right to ask the ER to honor their Advanced Directive.
24. The patient has the right to be free from all forms of abuse, neglect, exploitation, and harassment.

Should you have complaints or grievances please contact the Administrator:  
 TotalCare Emergency Room Corporate Office  
 Address: 6049 S Hulen St Fort Worth, TX 76132  
 Phone: 817-346-3313  
 \*Presentation of a complaint shall not compromise care.

If your complaint or grievance is not resolved to your satisfaction, you may contact:  
 Texas Department of State Health Services Health Facility Compliant Group (MC 1979)  
 Address: PO Box 149347, Austin, Tx 78714-9347  
 TDSHS Complaint Hotline: (888) 973-0022

**By signing below, I certify that all information on this form is to be true and correct. I have read and understood all contents, terms, policies, and disclosures. I agree that I have received all acknowledgement paperwork. TotalCare may use your information for internal purposes only.**

**Patient Signature:** \_\_\_\_\_  
 (Parent/Guardian if minor)

**Date:** \_\_\_\_\_

**Patient Name (PRINT)** \_\_\_\_\_

**Patient DOB:** \_\_\_\_\_

**Guardian/Power of Attorney: Please see the front desk for additional documentation (required by law) to be completed.**

**Patient Appeal Authorization**

The Texas Department of Insurance has set forth the laws and standards set below, and TotalCare ER and its associated entities may need to make appeals on your behalf to ensure that these laws and standards are being followed:

- The Texas Department of Insurance Code, Section 1301.155 on Emergency Care requires that insurance companies pay emergency facilities "at the insured's in-network benefit level" for all services. Additionally, the Patient Protection and Affordable Care Act added numerous patient protections that require health plans covering emergency services to provide such coverage without the need for prior authorization, regardless of the participating status of the provider, at the in-network level.
- The "prudent layperson" standard is generally accepted principle in the healthcare industry that applies to emergency medical care. This standard was created to protect consumers from high medical costs that arise from emergency situations, allowing them to be charged at in-network rates. However, insurance companies providing usual and customary reimbursement rates, insurance providers violate the intent of the medical community and legislators who turned the prudent layperson standard into law.
- Furthermore, health plans are required to pay for emergency visits for medical situations in which a person believes his other health is threatened. The final diagnosis should not influence whether the insurer pay for the emergency room visit and the insurers cannot legally apply the claim towards the out-of-network benefits.

\*\*My signature below indicates that I wish TotalCare ER and its associated entities to make appeals to my insurance carrier on my behalf.

**Patient Signature:** \_\_\_\_\_  
 (Parent/Guardian if minor)

**Date:** \_\_\_\_\_

**Patient Name (PRINT)** \_\_\_\_\_

**Patient DOB:** \_\_\_\_\_

**TotalCare Employee Initials:** \_\_\_\_\_