



Rady Children's HomeCare
8291 Aero Place, Suite 130
San Diego, California 92123-4282

Rady Children's HomeCare Conditions of Treatment

This Agreement contains the conditions of treatment of patients at Rady Children's HomeCare. The patient, the patient's legal representative, or an individual duly authorized by the patient as the patient's representative, is asked to read and sign this Agreement to allow Rady Children's HomeCare to provide services to the patient, and to ensure that patients and families a clearly understand their rights and responsibilities. This Agreement is a legally binding contract between the undersigned and Rady Children's HomeCare.

1. Consent to Home Health Care Service

The undersigned acknowledges that the plan of treatment prepared by the patient's physician has been explained, and hereby consents to the procedures, laboratory tests, and therapy sessions recommended.

2. Use/Disclosure of Information for Treatment, Payment and Health Care Operations

The undersigned understands that as part of providing healthcare, Rady Children's HomeCare originates and maintains health records describing health history, medications, allergies, symptoms, examination and test results, diagnoses, treatment, and any plans for future care or treatment. Disclosures for purposes of treatment, payment and health care operations are described in our Joint Notice of Privacy Practices. Rady Children's HomeCare may further use or disclose patient identifiable medical information as required or permitted by federal and state laws and regulations.

The undersigned consents to receive live, artificial, autodialed or pre-recorded calls from Rady Children's, its providers or its agents, including billing vendors (such as HRMG, CBB, PMS, CMRE, ACE, CRB, PFS) for any permissible purpose, including debt collection. The undersigned understands this consent is not a condition for obtaining treatment.

3. Teaching Programs

As Rady Children's Hospital is a teaching provider, residents, interns, students of ancillary health care professions (e.g., nursing, social work, Pharmacy, rehabilitation therapy), post-graduate fellows, and other trainees may observe, examine, treat, and participate at the request and under the supervision of a licensed clinician and as part of the Rady Children's Hospital medical and clinical education programs.

4. Financial Agreement

The undersigned agrees to pay for services to be rendered to the patient and individually obligates himself/herself to pay the patient's account in accordance with Rady Children's HomeCare regular rates and terms of payment, except to the extent that any such charges are covered and paid by Medi-Cal, private insurance, or other third party payor. In the event the account for services rendered to the patient is referred to a collection agency or an attorney for collection, the undersigned shall pay reasonable collection costs including without limitation, attorney's fees and court costs, including costs on appeal.

Legal Name of Patient (Print)

Date of Birth

Signature of Patient or Legal Representative

Relationship To Patient

Printed Name (of person signing above)

Date and Time

Witness

Date

I have accurately and completely read the foregoing document to _____ Name

in _____, the patient's / legal representative's primary language. Identify Language

He / she understood all of the terms and conditions and acknowledged his / her agreement thereto by signing the document in my presence.

Printed Name /Title of Translator

Date

5. Assignment of Insurance Benefits

In consideration of the health care services provided (the "Services"), the undersigned, whether signing as a patient or legal representative:

- a. irrevocably (without the right to revoke) and expressly assigns to Rady Children's HomeCare all rights, benefits, privileges, protections, claims and any other interest of any kind arising out of or relating to the provision of Services by Rady Children's (collectively, "Rights"). The undersigned's assigned Rights include, without limitation, rights to all benefits due under a health insurance contract or policy relating to the Services, payment, appeal rights, rights to sue, rights to penalties available by contract or law, fees and interest, rights to obtain copies of plan documents and materials, rights to request the disclosure of documents and materials relating to a bill submitted on the patient's behalf, rights to seek any and all appropriate equitable relief (fair remedy) in the event that the patient's health benefit plan or health plan representative fails to deliver any of the benefits agreed upon under their contracted plan, rights to pursue claims of any nature, and rights to seek attorney fees and/or fees of any kind available by contract or law, that they had, have or may have in the future against anyone, including without limitation an insurance plan, health benefit plan, private or group health/hospitalization plan, self-funded plan, and any third party payor, fund, or any source of payment, insurance, indemnity or health/medical coverage of any kind (collectively "Coverage Source").
- b. designates Rady Children's HomeCare as their authorized representative, to act on their behalf, in connection with all matters arising from or relating to Rights and Coverage Source. Should direct payment from a Coverage Source not cover all charges, it is understood by the undersigned that he/she may be financially responsible for any remaining balance.

Where payment for Services is made directly to the person insured from a health benefit plan and/or a third party liability policy(ies), either by contractual obligation or legal action, the undersigned, to the extent the account remains unpaid or underpaid by an amount that is less than the full billed charges, agrees (a) not to settle such action without Provider's written consent (b) will notify Provider of this potential right to payment; and (c) do hereby grant Provider a lien (a legal right that attaches), effective immediately, on any such proceeds received or due to them or their representative, whether through settlement or judgment, up to the full billed charges, unless written authorization to the contrary has been issued by Provider or its authorized representative.

6. Relationship Between Rady Children's HomeCare and Physician

The patient is under the care and supervision of his/her attending physician, who has prepared the plan of treatment for implementation by Rady Children's HomeCare and its staff. It is understood that the physician is an independent contractor of the patient and is not an employee or agent of Rady Children's HomeCare. Rady Children's HomeCare shall not be liable for any act or omission of the physician or for following the physician's orders.

7. Community Service Obligation

Rady Children's HomeCare is prohibited by law from discriminating against patients covered by Medi-Cal and certain other state and federally funded programs. Should the patient believe he/she may be eligible for Medi-Cal or other state and federally funded programs, the patient may contact the Rady Children's Financial Counseling Office for assistance in applying for coverage.

8. Complaints

Complaints will be handled confidentially and without coercion, discrimination, reprisal, or unreasonable interruption of services.

The undersigned certifies that he/she read this entire Agreement, received a copy of this Agreement and is the patient, the patient's legal representative, or is duly authorized by the patient as the patient's general agent to execute the above and accepts its terms on his/her behalf.