



## GPTW Policies and Procedures

### Welcome

**Welcome to the Gainesville Physical Therapy & Wellness family!**

"Where You Matter and Your Results Count"

We are so excited that you've joined us and are looking forward to helping you meet your goals.

This document has the policies and procedures that you need to agree with to be seen by our therapist.

### Office Policies and Procedures

#### Consent to Care

I understand that Gainesville Physical Therapy & Wellness, LLC will maintain my privacy to the highest standards and may use or disclose my personal health information for the purposes of carrying out treatment, obtaining payment, evaluating the quality of services provided, and any administrative operations related to treatment or payment. I do hereby agree and give my consent for Gainesville Physical Therapy & Wellness, LLC to furnish care and treatment that is considered necessary and proper in the diagnosing or treating of my physical condition. I understand that I retain the right to revoke this consent by notifying the practice in writing at any time.

#### Payment, Cancellation, and No Show Policy

##### Payment Policy

Thank you for choosing Gainesville Physical Therapy & Wellness, LLC, as your physical therapy provider. Before we begin services, please sign below indicating you have read, understand, and agree to the following payment policies.

- You agree to be financially responsible for all charges regardless of any applicable insurance or benefit payments, third-party interest, or the resolution of any legal action or lawsuits in which you may be involved.
- Payment is accepted in the form of **cash, check, credit card, HSA, or FSA and is due at the time of each visit, unless you are on a monthly payment plan. If you pay in cash, please bring the exact amount.**
- Payment is expected at the time of service unless you have made other payment arrangements with us.
- If paying by credit card, there may be a small **processing fee** applied to your cost, whether paying for an individual session or a package.
- No refunds will be issued for packages or services provided.
- **Cancellation Policy:** We require a 24-hour notice to cancel a scheduled appointment. If you cancel with less notice, you will be required to pay a \$75 late cancellation fee. If we arrive at your home for a scheduled appointment and you are not home, you will be responsible for paying the fee for the scheduled visit. We reserve the right to waive this policy at our sole discretion.
- **No Show Policy:** In the event of a no show, the patient will be required to pay the full rate for the time booked before continuing. We reserve the right to waive this policy at our sole discretion.
- **Use of Health Savings Accounts (HSA), Health Reimbursement Arrangement (HRA), or Flexible Spending Account (FSA):** We accept payment from these accounts for medically necessary services. If you are purchasing wellness or fitness services, consult the IRS guidelines and your plan rules to determine whether your services qualify for payment from an HSA, HRA, or FSA account.

- **Out-of-Network Policy:** We are not in-network with commercial and private insurances and are not willing to accept their low reimbursement rates. Therefore, if you have commercial insurance, you should seek services from an in-network provider or a provider who is willing to accept your insurance's maximum allowable reimbursement. If you wish to see us, you must be willing to forego these reimbursements and choose, of your own free will, not to use your benefits. That means, we will not submit claims to your commercial insurance on your behalf, and you agree not to submit claims to your commercial insurance for reimbursement. If you decide at any point after you start services with us that you want these insurances to pay for the services it covers, we will be happy to recommend an enrolled provider and terminate your services with us.
- **TriCare:** We are not in-network with TriCare and are not willing to accept TriCare's low reimbursement rates. Therefore, if you have TriCare, you should seek services from an in-network TriCare provider or a provider who is willing to accept TriCare's maximum allowable reimbursement. If you wish to see us, you must be willing to forego TriCare reimbursement and choose, of your own free will, not to use your TriCare benefits. That means, we will not submit claims to TriCare on your behalf, and you agree not to submit claims to TriCare for reimbursement. If you decide at any point after you start services with us that you want TriCare to pay for the services it covers, we will be happy to recommend a TriCare-enrolled provider and terminate your services with us.
- **Medicare Policy (for Medicare Part B and Medicare Advantage Plans):** If you are a Medicare beneficiary, you understand that our licensed physical therapists are *not* enrolled as Medicare providers or in the process of unenrolling with Medicare. Medicare has onerous technical and administrative requirements that must be met for services to be considered medically necessary covered benefits. We believe those requirements take unnecessary time away from the services we provide, and our fitness/wellness services are not covered by Medicare. Since we are no longer enrolled providers, we cannot submit claims to Medicare, *and* Medicare will not pay for our services even though the same services might be paid by Medicare if you obtain them from a Medicare-enrolled provider. If you want Medicare to pay for services that might be considered covered benefits, you should seek those services from a Medicare-enrolled provider. If you decide at any point after you start services with us that you want Medicare to pay for the services it covers, we will be happy to recommend a Medicare-enrolled provider and terminate your services with us. **As a condition of our providing services to you, you are choosing, of your own free will, not to use your Medicare benefits and agreeing to pay privately at the time of service for all services you elect to receive from us, with no expectation that Medicare will reimburse you. You understand that we will not submit claims to Medicare on your behalf and agree that you, your caregivers, family members, authorized representatives, or power of attorney will not, under any circumstances, submit our claims, invoices, receipts, or statements to Medicare for reimbursement.**
- **Medicare supplemental plans:** Medicare supplemental plans will not reimburse you for our services because we are not enrolled providers with Medicare. Therefore, you should not choose to see us if you are expecting to be reimbursed by your supplemental plan.
- **Medicare as primary payer, Commercial Plan as secondary payer:** If you have a commercial health plan as a secondary payer, you will not likely be able to use it because the commercial plan will probably require you to submit claims to Medicare first or obtain a Medicare denial. We will not submit claims to Medicare just to get a denial.
- **Commercial Plan as primary payer, Medicare as a Secondary Payer:** If you have a commercial insurance plan, we are not in-network with commercial and private insurance and are not willing to accept their low reimbursement rates. Therefore, if you have these insurances, you should seek services from an in-network provider or a provider who is willing to accept their maximum allowable reimbursement. If you wish to see us, you must be willing to forego these reimbursements and choose, of your own free will, not to use your benefits. That means, we will not submit claims to these on your behalf, and you agree not to submit claims to these for reimbursement. You agree that you, your caregivers, family members, authorized representatives, or power of attorney will not, under any circumstance, submit our claims, invoices, receipts, or statements to your commercial insurance or Medicare for reimbursement of copays, coinsurance, or deductibles that your commercial health plan does not pay.
- **Wellness & Fitness Services:** Most commercial health plans and Medicare do not cover the wellness or fitness services we offer, which include focused shock wave, bike fits, running assessments, orthotics, and other services we provide.
- **Receipt:** We will provide you with a receipt for services and supplies upon request.
- **Privacy Rights:** You have a right to privacy under the Health Insurance Portability and Accountability Act (HIPAA) that includes restricting disclosure of your records and claims to your health plan, including Medicare, if you pay privately for your services at the time of service. If you pay for your services at the time of service, we assume you are exercising this right to privacy. We will not disclose your medical records to any third party, including your health insurance carrier or Medicare. If you want your records

disclosed to any third party in the future, you will need to obtain and sign our Authorization to Release Protected Health Information form before we will disclose your health information.

- **Appeals Policy:** There should be no appeals with your insurance because by signing this agreement, you agree not to submit your claim to your insurance.
- **Services Termination Policy:** If we determine at any time that conditions in your home or at your facility create a potentially unsafe environment for your providers, we may, at our sole discretion, terminate our services with you. If we do so, we will make reasonable efforts to refer you to the services you need to resolve the issue that is causing a potentially unsafe environment.

## Consent to Release PHI

Gainesville Physical Therapy & Wellness, LLC

### HIPAA CONSENT FORM

#### FOR THE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

#### TO OUR PATIENTS:

Patient information will be maintained by Gainesville Physical Therapy & Wellness, LLC as described by the Notice of Privacy Practices contained in the Corporate Compliance Program and in compliance with federal and state regulations. Below is a copy of the Notice of Privacy Practices.

Gainesville Physical Therapy & Wellness, LLC reserves the right to release your healthcare information based upon a decision by your physician for medical emergency situations and in general for continuity of care. We will use your healthcare information as needed to maintain our internal operations. We will release your information to anyone else that you may elect in writing to receive it. We will release information related to any work-related injury to your employer. For continuity and quality of care, we may also receive information regarding your prescriptions from your pharmacy.

We reserve the right to:

- Contact you to remind you of your next appointment and/or leave information on your answering machine or cell phone.

## Notice of Privacy Practices (Medical)

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The Health Insurance Portability & Accountability Act of 1996 (“HIPAA”) is a federal program that requires that all medical records and other individually identifiable health information used or disclosed by us in any form, whether electronically, on paper, or orally, be kept properly confidential. This Act gives you, the patient, significant new rights to understand and control how your health information is used. “HIPAA” provides penalties for covered entities that misuse personal health information.

As required by “HIPAA”, we have prepared this explanation of how we are required to maintain the privacy of your health information and how we may use and disclose your information.

We may use and disclose your medical records only for each of the following purposes: treatment, payment, and health care operations.

**Treatment** means providing, coordinating, or managing health care and related services by one or more health care providers. An example of this would include a physical examination.

**Payment** means such activities as obtaining reimbursement for services, confirming coverage, billing or collection activities, and utilization review. An example of this would be sending a bill for your visit to your insurance company for payment.

**Health care operations** include the business aspects of running our practice, such as conducting quality assessment and improvement activities, auditing functions, cost-management analysis, and customer service. An example would be an internal quality assessment review.

We may also create and distribute de-identified health information by removing all references to individually identifiable information.

We may contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you.

Any other uses and disclosures will be made only with your written authorization. You may revoke such authorization in writing, and we are required to honor and abide by that written request, except to the extent that we have already taken actions relying on your authorization.

You have the following rights with respect to your protected health information, which you can exercise by presenting a written request to the Privacy Officer:

- The right to request restrictions on certain uses and disclosures of protected health information, including those related to disclosures to family members, other relatives, close personal friends, or any other person identified by you. We are, however, not required to agree to a requested restriction. If we do agree to a restriction, we must abide by it unless you agree in writing to remove it.
- The right to reasonable requests to receive confidential communications of protected health information from us by alternative means or at alternative locations.
- The right to inspect and copy your protected health information.
- The right to amend your protected health information.
- The right to receive an accounting of disclosures of protected health information.
- The right to obtain a paper copy of this notice from us upon request.

We are required by law to maintain the privacy of your protected health information and to provide you with notice of our legal duties and privacy practices with respect to protected health information.

This notice is effective as of **January 1, 2022**, and we are required to abide by the terms of the Notice of Privacy Practices currently in effect. We reserve the right to change the terms of our Notice of Privacy Practices and to make the new notice provisions effective for all protected health information that we maintain. We will post, and you may request a written copy of a revised Notice of Privacy Practices from this office.

You have recourse if you feel that your privacy protections have been violated. You have the right to file a written complaint with our office or with the Department of Health & Human Services, Office of Civil Rights, about violations of the provisions of this notice or the policies and procedures of our office. We will not retaliate against you for filing a complaint.

For more information about HIPAA or to file a complaint:

The U.S. Department of Health & Human Services Office of Civil Rights  
200 Independence Avenue, S.W.  
Washington, D.C. 20201  
(202) 619-0257  
Toll Free: 1-877-696-6775

Provider Signature

I certify that the above information is true to the best of my knowledge. I HAVE READ, UNDERSTAND, AND AGREE TO THESE PAYMENT TERMS. I acknowledge that I have chosen, of my own free will, to obtain the services provided by Gainesville Physical Therapy & Wellness, LLC, and have agreed to pay out of pocket for my services without any expectation that my health plan will reimburse me. If I am a Medicare beneficiary, I attest that I have chosen not to use my Medicare benefits for the services I am purchasing and am restricting Gainesville Physical Therapy & Wellness, LLC and my therapist from submitting any claims to Medicare pursuant to my right to privacy under HIPAA.

Print your name & sign below