

This document includes ActivePT's Patient Consent For Treatment, Privacy Practices, Cancellation and No-Show Policy, and Payment for Services Agreement. Please review this document carefully. Your signature on this document serves as your acknowledgment of receipt, understanding, and agreement to, the terms of service, including your payment obligations. You may request a written or electronic copy of these policies at any time or visit www.activeptandsports.com to obtain a copy of these policies.

CANCELLATION AND NO-SHOW POLICY

- A \$50 fee will be assessed for any canceled or any missed appointments with less than 24 hour notice
- A \$50 fee will be assessed if you fail to arrive for a scheduled appointment.
- If you fail to arrive for two consecutive scheduled appointments, your future appointments will be canceled by ActivePT. Future appointments may be scheduled on the "day of" the appointment only.

PATIENT CONSENT FOR TREATMENT

Physical therapy involves many different types of physical evaluation and treatment. ActivePT uses a variety of procedures and modalities to try and improve your function. Most physical therapy plans involve therapeutic exercises, which are an integral part of your treatment. Exercise has inherent physical risks associated with it, however, so if you have any questions regarding the type of exercise you are performing, your therapist will be glad to answer them. We welcome and encourage questions!

ActivePT provides therapy services in accordance with the orders provided by your (your child's) physician. It is understood that licensed therapists employed by ActivePT will complete or supervise the services provided. The purpose of physical therapy is to treat disease, injury, and disability, by examination, evaluation, prognosis, and intervention by use of rehabilitative procedures. These may include joint and soft tissue mobilization, manipulation, exercises, and physical agents, such as dry needling or ultrasound to aid you in achieving your maximum potential and/or reduce the length of your functional recovery. All procedures will be thoroughly explained to you before you are asked to perform them. Should your therapist recommend dry needling, you will be asked to sign a separate consent for treatment which outlines the risks and benefits of the procedure.

As with all forms of medical treatment, there are risks, benefits, and alternatives to physical therapy treatment, including no treatment at all. Physical responses and outcomes of a specific treatment can vary widely from person to person, and it is not always possible to predict a person's response to a certain therapy modality or procedure. By signing this consent form, you are acknowledging that ActivePT does not guarantee any certain reaction or outcome to a particular treatment, nor does it guarantee that physical therapy treatment will help the condition you are seeking treatment for. There is a risk that physical therapy treatment may cause pain or injury or may aggravate existing physical conditions.

At ActivePT, we encourage you to ask questions about your treatment. You should discuss what type of treatment your physical therapist is planning, based on your history, diagnosis, symptoms, and test results, if any. You also have the right to discuss with your therapist the potential risks and benefits of a specific treatment. At any time, you can decline any modality or portion of your treatment, including during your treatment session.

By signing, I acknowledge that my (my child's or the patient I am authorized to represent's) treatment program has been explained by ActivePT and that all of my questions have been answered to my satisfaction. I agree to cooperate and participate in my program and comply with my established plan of care. I understand that if I do not fully participate in and follow my plan of care, I am less likely to see positive results. I understand the risks associated with my treatment program, including the risk that I will not experience improvement of my symptoms. Understanding the risks, benefits, and alternatives, I wish to proceed with physical therapy treatment. If I am a legal guardian of the named ActivePT patient, I give my consent for the patient to receive physical therapy treatment from ActivePT.



NOTICE OF PRIVACY PRACTICES

This Notice of Privacy Practices is provided to you as a requirement of the Health Insurance Portability and Accountability Act (HIPAA) and the Minnesota Health Records Act. It describes how we may use or disclose your protected health information, with whom that information may be shared, and the safeguards we have in place to protect it. This notice also describes your rights to access and/or refuse the release of specific information outside of our system, except when the release is required or authorized by law or regulation. **Please review it carefully.**

Understanding what is in your record and how your protected health information ("PHI") is used helps you to: ensure its accuracy, better understand who, what, when, where, and why others may access your health information, and make more informed decisions when authorizing disclosure to others. Although your health record is the physical property of ActivePT, the information belongs to you and the law gives you the right to know about your PHI.

Who Will Follow This Notice

All physicians, licensed healthcare personnel, employees, staff, students, and trainees of ActivePT will follow the requirements outlined in this notice.

Our Responsibility Regarding Protected Health Information

Your protected health information is individually identifiable health information. This includes demographic information such as age, address, email address, and relates to your past, present, or future physical or mental health or condition and related health care services. We are required by law to do the following:

- Make sure that your protected health information is kept private
- Give you this notice of our legal duties and privacy practices related to the use and disclosure of your protected health information
- Follow the terms of the notice currently in effect
- Communicate any changes in the notice to you

How ActivePT May Use and Disclose Your PHI Without Consent

Treatment. We can use your health information for purposes of treating you, and share it with other health care providers as necessary or required to treat you. Psychotherapy notes will never be shared outside of our network without your specific consent.

For Payment. We can use and disclose your PHI for payment purposes. We may need to give your health insurance plan or your designated third-party payor information about the treatment you received at ActivePT so that your health plan or designated third-party payor will pay for the services that you received. We may also tell your health plan or designated third-party payor about a treatment you are going to receive to get approval or to determine if your plan will pay for the treatment. We can disclose your PHI to a collection agency for payment of services rendered.

Medical Emergency. We may use or give your health information to help you in a medical emergency or if you become incapacitated.

Health Oversight. We may disclose PHI to a health oversight agency for oversight activities authorized by law, including licensure and disciplinary actions.

Legal Proceedings. We may disclose protected health information without your written consent during any judicial or administrative proceeding, in response to a court order or administrative tribunal (if such disclosure is expressly authorized). If this ever happens, we will notify you about the request and disclosure.

For Health Care Operations. ActivePT and its business associates may use and disclose medical information about you to operate this office and to contact you when necessary. For example, ActivePT may call out your name in the waiting room, review treatment and services, or evaluate the qualifications and performance of the therapists caring for you. ActivePT may contract with other professionals or companies, such as medical record transcription services, consultants, financial advisors or legal counsel, to help us run the practice and who are business associates of ours.



Public Health and Safety Issues. We may share health information about you in certain situations without your consent, such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- · Reporting suspected physical or financial abuse or neglect
- Reporting suspected child abuse or neglect
- Reporting an imminent serious threat to the health or safety of others

Workers Compensation. We may disclose PHI regarding you as authorized by and to the extent necessary to comply with the laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

Required by Law. We may use or disclose your PHI in other circumstances when state or federal law requires it.

Uses and Disclosures of Protected Health Information Requiring Your Permission

Except for the situations listed above, ActivePT must have your written permission to disclose your health information. You have the right to choose to share your health information with family, friends, or others involved in your care. You may revoke all such authorizations at any time, provided each revocation is in writing. Your permission will end when ActivePT receives the signed form, or when it has acted on your request. ActivePT cannot take back any information it has already disclosed or used with your permission.

If you wish to indicate a family member, friend, provider, or other individual(s) you would like to allow ActivePT to share your health information with, please notify our team so that we may provide you with a release of information form.

On occasion, some of our therapies are provided in your home or other natural environments. Those present during the session, including friends, family, or daycare providers may hear health information regarding you (your child). Please notify our office in writing if you do not want your PHI to be discussed with those present during the session. If your child receives therapy at our office, the therapist may discretely share their progress in the waiting room. If you do not wish to have your progress shared in the waiting room, please notify our office in writing.

In addition, you have the following rights with regard to your PHI:

Right to Request Restrictions. You have the right to request restrictions on the use and disclosure of your PHI to carry out treatment, payment, or healthcare operations, such as how you are contacted, and how you wish to receive appointment reminders. However, depending upon the request, ActivePT is not always required to agree or grant a restriction. For example, you have the right to restrict certain disclosures of PHI to a health plan if you pay out-of-pocket in full for the full healthcare service. If your request is accepted, ActivePT will put that in writing and abide by it, except in emergency situations.

Other Providers. We will not automatically share your PHI with providers other than your current treating providers for purposes of treating you. You can request that we share information about you with other providers by submitting a release of information form.

Right to Choose How You Receive Confidential Communications. You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. For example, ActivePT can send bills to another address upon your request. You may also request to be contacted only at home or at work. To request alternative communication, you must specify your request in writing, specifying how or where you wish to be contacted.

Marketing/Sales. Your information is never shared for marketing or sales purposes unless you have given written permission for that use.

Fundraising. You can decline to be contacted for fundraising efforts.

Right to Access/Copy. You can see your health record for information about any diagnosis, treatment, and prognosis. If you ask, in writing, for a copy or summary of your health record, we will provide it to you within 30 days, unless it is determined that providing a copy of your health record would be detrimental to your physical or mental health, or result in harm to yourself or another. In those cases, you will be provided the reason your request was declined.



Right to Receive a List of the Disclosures. You generally have the right to receive an accounting of disclosures of PHI. Upon your request, ActivePT will discuss with you the details of the accounting process. An accounting will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked me to make). A request for an accounting of disclosures must be in writing. The first accounting within a 12-month period will be free. For additional accountings, ActivePT may charge for its costs after notifying you of the cost involved and giving you the opportunity to withdraw or modify your request before any costs are incurred.

Right to a Paper Copy. You have the right to obtain a paper copy of this notice.

Right to Request an Amendment. If you believe that there is a mistake in your health record, you have the right to request an amendment to the record as long as the PHI is maintained in the record. ActivePT may deny your request. Upon your request, ActivePT will discuss with you the details of the amendment process. You must provide the request and your reason for the request in writing.

Contacting You

Unless ActivePT has agreed in writing to your written request to handle these matters differently, ActivePT may use and disclose medical information to leave you a message or send you a letter concerning an appointment or to ask you to call concerning your care or your account. ActivePT will use the contact information that you provide.

Changes to the Notice of Privacy Practices

ActivePT reserves the right to change its privacy practices, and to make the new provisions effective for all protected health information it maintains. Should its information practices change, it will provide you with a copy of the revised notice. ActivePT will not use or disclose your health information without your authorization, except as described in this notice.

Questions and Complaints

If you have any questions about this notice, please contact the **Compliance Officer at 507-322-3460**. Please send all written requests, including complaints, to ActivePT, at:

Active PT Compliance Officer PO Box 7197 Rochester, MN 55903

You may also file written complaints with the Secretary of the United States Department of Health and Human Services. You will not be penalized for filing a complaint.

By signing this document, I acknowledge and affirm that I have received, carefully read, and understand, the above Notice of Privacy Practices. I have asked questions about ActivePT's Notice of Privacy Practices, if any, and they have been answered to my satisfaction.



PAYMENT FOR SERVICES AGREEMENT

Payment Policy

I understand that payment of my bill is part of my (my child's) treatment and care. ActivePT will bill my insurance company or designated third-party payor (if applicable) for my visit and any associated charges. I understand that I am responsible for all portions of my bill not paid for by my insurance. I will receive a statement for any remaining balance including, but not limited to co-pays, co-insurance, and deductible amounts. Statements may be provided to you at the time service is rendered. I understand that my account must be paid in full each month. I acknowledge that future appointments may be declined, pending full payment for all prior care. Failure to pay your balance in full may result in your account being turned over to a collection agency.

If the patient has a previous bad debt or outstanding balance, ActivePT may require resolution of the full balance due before future appointments are granted. If the balance can not be paid in full, future care may be limited or denied. A pre-service deposit may be required.

Insurance Benefits

ActivePT will verify your benefits, file claims for services provided with your insurance carrier, as applicable, and notify the responsible party of their financial responsibility. <u>I understand that the verification of benefits and authorization</u> is not a guarantee of payment and that I am responsible for all charges not paid by the insurance company.

Assignment of Insurance Benefits

I authorize any insurance carrier that provides insurance coverage for my (my child's) treatment to make direct payments to ActivePT for all services rendered. I will provide ActivePT with accurate information about my insurance coverage in a timely manner (prior to my next scheduled appointment with ActivePT). Failure to provide accurate or timely health insurance plan or third-party payor information may result in unpaid insurance claims. The unpaid balance will be your responsibility.

Payment Plans

If payment in full is not possible and the patient is interested in arranging a payment plan, contact the ActivePT Finance Department at 507-322-3460 to determine if your account is eligible for a payment plan. Upon setting up a payment plan a signed agreement will be required.

Self-Pay Balance Resolution

Patients who elect to not bill insurance or a third-party payor are choosing to pay at the time of service (PATOS). ActivePT's policy for this is that all balances are due at the time of treatment. A Good Faith Estimate (GFE) will be provided to all patients using self-pay before their first visit.

I have been given the opportunity to ask questions regarding ActivePT's Payment For Services Agreement, and have received answers to my satisfaction. I agree to assume responsibility for the payment of services provided by ActivePT to me, my child, or the patient I am authorized to represent.



Important Insurance Terms to Know

- What is a deductible?
 - A deductible is a specified amount of money that the insured must pay before an insurance company will pay a claim. This dollar amount is established by your insurance company based on the plan you have chosen.
- What is a copay?

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- A fixed amount (\$20, for example) you pay for a covered health care service after you've paid your deductible. This dollar amount is established by your insurance company based on the plan you have chosen.
- What is coinsurance?
 - A coinsurance is a type of insurance in which the insured pays a share of the payment made against a claim. This percentage is established by your insurance company based on the plan you have chosen.

An		example		of	co-insurance		would	be
	Am ount Billed	Insurance Payment	Patient Payment	Adjustment	Insurance Pending	Patient Balance		
	165.00	87.17 87.17	0.00	56.04 56.04	0.00	21.79		
	175.00	93.02 93.02		58.72 58.72	0.00	23.26		

- Amount billed is the amount we send to the insurance company
- Adjustment is a deduction due to contract with insurance company
- The insurance payment is the amount insurance paid per DOS if deductible has been met.
- If deductible has been met the insurance will pass the coinsurance percentage to the patient.
- What is out of pocket max?
 - The most you have to pay for covered services in a plan year. This dollar amount is established by your insurance company based on the plan you have chosen.
- What is an EOB?
 - An "EOB" is the abbreviation for Explanation of Benefits. An EOB is a statement sent by a health insurance company to explain what medical treatment and/or services were paid for on the patient's behalf. An EOB summarizes the costs of the services received with a breakdown on how much was charged to your insurance and what amount is the patient responsibility (the amount you will owe the provider).
- What is Pay at Time of Service?
 - A fee-for-service payment is one in which a person pays a particular amount of money for medical treatment according to the type of treatment they receive.
 - This is paid immediately following the appointment on the day of service.