



POLICY AND PROCEDURE PACKET



ESPT Directory

Managing Director of Physical Therapy: Dr. Kimberly Huey

510-656-3777, Kim.ESPT@gmail.com

Office Phone Number

510-656-3777

Office Fax Number

510-656-3750

Front Desk:

510-656-3777, frontdesk.ESPT@gmail.com

Patient Care Coordination: Cherise N.

510-656-3777, Cherise.ESPT@gmail.com

Staff Physical Therapist: Dr. Kimberly Huey

510-656-3777, Kim.ESPT@gmail.com

Billing and Insurance information: Jake Hsu and Justine W.

510-857-5883, ESPTpay@gmail.com



POLICIES, TERMS AND CONDITIONS

We've recently updated our policies, terms and conditions. If you are a new or returning patient, we'll ask you to agree to the new Policies and Terms when you receive Physical Therapy services at ESPT on or after October 2020. The updated policies will automatically come into effect for existing patients on October 2020. Your continued care from that day on will be subject to the new policies.

INFORMATION REQUIRED

We ask for and collect the following personal information about you when you receive service at Elite Sports Physical Therapy. This information is necessary for the adequate performance of the contract between you and us and to allow us to comply with our legal obligations. Without it, we may not be able to provide you with all the requested services.

- **Account Information.** As a new or returning patient, we require certain information such as your first & last name (as it appears on legal documentation), home address, email address and date of birth
- **Insurance Information.** If you are using your insurance plan for payment, we require your member and policy ID #
- **Physician Information.** We require all patients to have a physician on file, this may include your primary care physician, surgeon, podiatrist, internal medicine, sports medicine
- **For patients under 18 years of age.** For patients under the age of 18, we require contact information of the patient's legal guarding which will include first and last name and contact information



APPOINTMENT LATE CANCELLATION/NO-SHOW/ MISSED APPOINTMENT POLICY

We ask that you show us consideration by calling **at least 48 hours** prior to your appointment if you are unable to attend. This will allow us the opportunity to offer that appointment to another patient in need. Failure to keep your scheduled appointments hinders our ability to provide the best care to you and other patients.

LATE CANCELLATION/NO-SHOW FEE IS \$75.00

- Late Cancellations/No-shows: We have a strict late cancellation/no-show policy which results in a \$75.00 fee for missed appointment. Patient must pay the fee at time of next appointment if you wish to attend the scheduled appointment.
- Consecutive Late Cancellations/No-Shows: Two consecutive late cancellations/no-shows will result in an automatic discharge from care, including \$150.00 accumulated fee and be placed under poor clinic standing. If you wish to resume PT treatment and return to good standing, all outstanding fees must be paid prior to scheduling

You may call 510-656-3777 to speak to someone/leave a voice message or you may email frontdesk.espt@gmail.com at least 48 hours prior to your scheduled appointment to avoid the late cancellation/no-show fee.

APPOINTMENT REMINDERS

We offer courtesy reminders that are delivered 3 days prior to your appointment time, however, **it is ultimately your responsibility to remember your scheduled appointments.** You are automatically enrolled in text message reminders, if you wish to opt out or enroll in voice reminders, please notify us at the front desk.

Additionally, we email a summary of your total upcoming appointments by email. It is important to review the appointment summary in the event you need to make changes in advance or need to make additional appointments. If you wish to opt out and discontinue emailed appointment summaries, please notify us at the front desk.



DIRECT ACCESS DISCLOSURE

You, the patient, will be receiving direct physical therapy treatment services from an individual who is a physical therapist (PT) licensed by the Physical Therapy Board of California.

Under California law, you may continue to receive direct physical therapy treatment services for a period of up to 45 calendar days or 12 visits, whichever occurs first, after which time an updated prescription is needed.

A physical therapist may continue providing you with physical therapy treatment services only after receiving, from a person holding a physician and surgeon's certificate, issued by the Medical Board of California or by the Osteopathic Medical Board of California, or from a person holding a certificate to practice podiatric medicine from the California Board of Podiatric Medicine and acting within his or her scope of practice, a dated signature on the physical therapist's plan of care indicating approval of the physical therapist's plan of care and that an in-person patient examination and evaluation was conducted by the physician and surgeon or podiatrist. With your written authorization, your physical therapist shall notify your physician and surgeon, if any, that he/she is treating you.

CONSENT TO TREAT

I hereby authorize Elite Sports Physical Therapy, through its appropriate personnel, to perform or have performed upon me, or the above named patient, appropriate assessment and treatment procedures relating to my condition.

I further authorize Elite Sports Physical Therapy to release to appropriate agencies, any information acquired in the course of my or the above named patient's examination and treatment.

I acknowledge that Elite Sports Physical Therapy reserves the right to refuse service to anyone choosing not to abide by facility policies or deemed to be disruptive to other patients or staff members. Elite Sports Physical Therapy does not discriminate and will not deny service to individuals based on any other reason.



NOTICE OF PRIVACY PRACTICES

Elite Sports Physical Therapy maintains records of the healthcare services we provide to you. You may ask for a copy of that record at any time. Your medical records are confidential and we will not disclose your record to others unless you direct us to or the law authorizes or compels us to do so.

Our Notice of Privacy Practices describes in more detail how your protected health information may be used and disclosed and how you can access your information.

FINANCIAL POLICY AND PATIENT RESPONSIBILITY

By electing to participate in physical therapy at ESPT, you are accepting financial responsibility for the services that we will provide. This responsibility obligates you to ensure payment in full of your fees. As part of our program, we would like to take this opportunity to let you know how our billing and insurance reimbursement services function.

INSURANCE AUTHORIZATION

At ESPT, we will bill any insurance company as a courtesy to you, but it is your responsibility to contact your insurance provider if you need clarification on your benefits for outpatient physical therapy. Additionally, some insurance companies require pre-authorization and have an expiration date in which PT services must be completed according to those conditions.

MAXIMUM PT BENEFITS

Most insurance providers will only pay a set dollar amount per visit or a set number of visits within a calendar year. ESPT performs physical therapy services within your maximum PT benefits. We do not perform phone calls to request further authorization with insurance medical reviewers. You may choose to continue physical therapy and can continue with our self-pay option.



CO-INSURANCE AND CO-PAY

Co-payments are due at the time of service.

Any balance above and beyond the insurance coverage, will be your responsibility. Any balance, should your insurance company deny payment, is your responsibility. Deductibles and co-payments/coinsurance may also apply. Services not covered by insurance will also be your personal responsibility (examples: iontophoresis, kinesiotaping).

"RULE OF 8S" and "MEDICARE 8-MINUTE RULE" BILLING

Elite Sports Physical Therapy commits itself to legal and ethical billing practices. All billing follows the Rule of 8's for private parties or the Medicare 8-minute rule. The Rule of 8's states that one unit can be billed when at least 8 minutes of a 15-minute service is performed for that service. The Medicare 8-minute rule.

MEDICARE

Elite Sports Physical Therapy is a participating provider with Medicare. This means that we accept the Medicare approved payment. The approved payment usually includes a 20% co-insurance. If you have supplemental insurance, they may cover a portion or all of the co-insurance. **If we do not accept your supplemental insurance, then you are responsible for the full co-insurance.**

Medicare has a **Medicare cap of \$2,040.00** which can be allocated to physical therapy services for the entire calendar year from January 1 – December 31. After the Medicare cap has been reached, patients continuing beyond the Medicare Cap are beyond Medicare's coverage. It is no guarantee that Medicare will provide coverage beyond \$2,040.00 and therefore it will be your responsibility for payment if Medicare no longer provides coverage.



NOTICE OF PRIVACY PRACTICE

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

The terms of this Notice of Privacy Practices applies to Elite Sports Physical Therapy (ESPT) and all of its affiliates and employees. All of the entities will share personal health information (PHI) of patients as necessary to carry out treatment, payment, and health care operation as permitted by law.

We are required to maintain the privacy of our patients' PHI and to provide patients with notice of our legal duties and privacy practice with respect to PHI. We are required to abide by the terms of this Notice for as long as it remains in effect. We reserve the right to change the terms of this Notice of Privacy Practices as necessary and to make a new Notice effective for all PHI maintained by ESPT. We are also required to inform you that there may be a provision of State law that relates to the privacy of your health information that may be more stringent than a standard or requirement under the Federal health Insurance Portability and Accountability Act (HIPAA). A copy of any revised Notice of Privacy Practices may be obtained by mailing a request to Elite Sports Physical Therapy, 194 Francisco Lane, Suit 104, Fremont CA 94539.

USES AND DISCLOSURES OF YOUR PERSONAL HEALTH INFORMATION

Authorization and Content: Except as outlined below, we will not use or disclose your PHI for any purpose other than treatment, payment, or health care operations unless you have signed a form authorizing the use or disclosures. You have the right to revoke that authorization in writing unless we have taken any action in reliance on the authorization

Uses and disclosures for Treatment: With your agreement, we will make uses and disclosures of your PHI as necessary for treatment. Our staff that is involved in your care will use information in your medical record and information that you provide about your symptoms and reactions to your determine your course of treatment that may include procedures, tests, referral to appropriate providers, medical history, etc. We may disclose your PHI to another on of your treatment providers in the community, unless the provider is not currently providing treatment to you and you direct us in writing not make the disclosure.



Uses and Disclosures to health Care Organizations: With your agreement, we will use and disclose your personal health information as necessary, and as permitted by law, for our health care operations, which may include clinical improvement, professional peer review, business management, accreditation, and licensing, etc. For instance, we may use and disclose your PHI for purposes of improving the clinical treatment and patientcare of ESPT.

Individuals Involved in Your Care: Unless you notify us in writing of your desire to restrict disclosure, we may from time to time provide relevant PHI to designated family, friends, and others who are involved in your care or in payment of your care in order to facilitate that person's involvement in caring for you or paying for your care. If you are unavailable, incapacitated, or facing an emergency medical situation and we determine that a limited disclosure may be in your best interest; we may share limited PHI with involved individuals without your approval.

Business Associates: Certain aspects and components of our services are performed through contracts with outside persons or organizations, such as auditing, accreditation, outcome data collection, legal services, etc. At times it may be necessary for us to provide your PHI to one or more of these outside persons or organizations who assist us with our health care operations. In all cases, we require these business associates to appropriately safeguard the privacy of your information.

Train Staff and Students: We may use and disclose your information to teach and train staff and students. One example of this is when we review your PHI with physical therapy students/interns.

Other Uses and Disclosures: We are permitted and/or required by law to make certain other uses and disclosures of your PHI without your consent or authorization for the following:

- Any purpose required by law,
- Public health activities, such as required reporting of disease, injury, birth, and death, or required public health investigations,
- If we suspect child abuse or neglect; if we believe you to be a victim of abuse, neglect, or domestic violence
- To the Food and Drug Administration (FDA) to report adverse events, product defects, or to participate in product recalls,
- To your employer when we have provided health care to you at the request of your employer,
- To a government oversight agency conducting audits, investigations, or civil criminal proceedings,
- Court or administrative ordered subpoena or discovery request,
- To law enforcement officials as required by law to report wounds and injuries and crimes,
- To coroners and/or funeral directors constituent with law,
- If you are a member of the military, we may also release your PHI for national security or intelligence activities, and
- To workers' compensation agencies for workers' compensation benefit determination.



RIGHTS THAT YOU HAVE REGARDING YOUR PERSONAL HEALTH INFORMATION (PHI)

Access to Your PHI

You have the right to copy and/or inspect much of the PHI that we retain on your behalf. All requests for access must be made in writing and signed by you or your legal representative. You may obtain a "Patient Access To Personal Health Information Form" form the front office person.

Amendments to Your PHI

You have the right to request in writing that personal health information that we maintain about you be amended or corrected. We are not obligated to make all requested amendments but will give each request careful consideration. All amendment requests, must in writing, signed by you or your legal representative, and must state the reasons for the amendment/correction request. If an amendment or correction request is made, we may notify others who work with us if we believe that such notification is necessary.

Accounting for Disclosures of Your PHI

You have the right to receive an accounting of certain disclosures made by us of your personal health information. Requests must be made in writing and signed by you or your legal representative. The first accounting in any 12-month period is free; you will be charged a fee for each subsequent accounting you request within the same 12-month period. You will be notified as the fee at the time of your request.

Restrictions on Use and Disclosure of Your PHI

You have the right to request restrictions on uses and disclosures of your PHI for treatment, payment, or health care operations. We are not required to agree to your restriction request, but will attempt to accommodate reasonable request when appropriate. We retain the right to terminate an agreed-to restriction if we believe such termination is appropriate. In the event of a termination by us, we will notify you of such termination. You also have the right to terminate, in writing or orally, any agreed-to restriction by sending such termination notice to Elite Sports Physical Therapy.

Workers' Compensation

Medical information generated for services provided to Workers' Compensation patients is not covered by HIPAA. As such, Worker's Compensation patients do not have the right to restrict, amend, or request an accounting of their PHI generated for purposes of Worker's Compensation

Complaints

If you are concerned that your privacy rights have been violated or you disagree with a decision we made about access to your records, you may file a complaint in writing with us at Elite Sports Physical Therapy. You may also file a complaint with the Secretary of the U.S. Department of



Health and human Services in Washington D.C. in writing within 180 days of violation of your rights. There will be no retaliation for filing a complaint.

TELEHEALTH

Telehealth, or clinical video telehealth or telemedicine, involves the use of use of real-time interactive video conferencing with a physical therapist in order to assess, treat and provide care remotely. This requires live two-way audio and video technology. Electronic systems used will incorporate network and software security protocols to protect the confidentiality of your patient identification and will include measures to safeguard the data and to ensure its integrity against intentional or unintentional corruption.

In order to use Telehealth services – we will need to identify your insurance benefits coverage and a signed consent form will need to be completed.

CONTENT/TESTIMONIAL RELEASE

Elite Sports Physical Therapy may record video or photograph patients to use for training or marketing purposes. If video or photo is taken – we will only do so with the consent of the patient and with a signed testimonial release form. The signed content/testimonial release authorizes Elite Sports Physical Therapy that the use, reproduction, and publishing of photographs, testimonials, statements, and/or video content (“Content”) that may contain my image, likeness, and/or voice. I agree and understand I shall neither be compensated for the Content nor receive attribution for the Content.



We Appreciate Your Feedback!

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to ESPT. You may submit feedback by emailing us or by other means of communication. Any feedback you submit to us will be considered.

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