**POLICY**

**AND**

**PROCEDURE**

**PACKET**

Upon receipt of this policy and procedures packet, it is your responsibility to review all content. By receiving services at ESPT, you agree to abide by all clinic’s policies and procedures and failure to do so may result in dismissal from the practice.

**ESPT Directory**

**Managing Director of Physical Therapy: Dr. Kimberly Huey**

510-656-3777, [Kim.ESPT@gmail.com](mailto: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](mailto:frontdesk.ESPT@gmail.com)

**Patient Care Coordination: Cherise N.**

510-656-3777, [Cherise.ESPT@gmail.com](mailto:Cherise.ESPT@gmail.com)

**Staff Physical Therapist: Dr. Kimberly Huey**

510-656-3777, [Kim.ESPT@gmail.com](mailto:Kim.ESPT@gmail.com)

**Billing and Insurance information: Jake Hsu and Justine W.**

510-857-5883, [ESPTpay@gmail.com](mailto: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 September 2022. 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

## LATE CANCELLATIONS, MISSED APPOINTMENTS, TARDINESS

Late Cancellation: If you need to cancel, notification must be given **2 days** prior to your appointment. Otherwise, cancellations performed the day before and day of your appointment will be considered a late cancellation.

No-Show: If you fail to give us notice of your cancellation whether on-time or late request, it is considered a no-show.

Tardiness: If you are not ready for your appointment within 10 minutes of your appointment time, you may be considered no-show to your appointment.

**LATE CANCELLATION/NO-SHOW FEE IS $75.00**

**Late cancellation/no-show fees are due at the time of your next scheduled appointment.**

There are multiple modes to cancel your appointments:

1) Cancel in-person at the front desk or with your provider

2) Call front desk at 510-656-3777

3) Email [frontdesk.espt@gmail.com](mailto:frontdesk.espt@gmail.com)

4) Visit our website and request appointment change

## APPOINTMENT REMINDERS

We offer courtesy reminders that are delivered the day before your appointment time. However, **it is ultimately your responsibility to remember your scheduled appointments.**

Additionally, we email a summary of your total upcoming appointments. It is important to review the appointment summary in the event you need to make changes or need to make additional appointments.

In receiving PT services at ESPT, you consent to be contacted by email and/or text message and authorize the use of your information to ESPT for purposes of patient communication.

## 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 or by an attending intern currently attending an accredited graduate physical therapy program and is under direct supervision by a licensed physical therapist.

**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.

## TEACHING FACILITY

Elite Sports Physical Therapy is a teaching facility, training doctorate of physical therapy students during their integrated or terminal clinical internships. Your examination and treatment may be performed in part or whole by a student physical therapist under the direct supervision of the attending Staff Physical Therapist/Clinical instructor. You may request to be treated by a Staff PT, however scheduling will be subject to the availability of the Staff PT and desired dates are not guaranteed. All services rendered by DPT students are subject to standardized billing practices.

## 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).

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## “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 or the Medicare 8-minute rule for PPO or Medicare insurances, respectively. The Rule of 8’s states that an individual service can be billed so as long as that service is at least 8 minutes in length. The Medicare 8-minute rule applies to Medicare patients only and allows practitioners to bill Medicare 1 unit of service if its length is at lest eight (but fewer than 22) minutes. All other units billed after the first 8 minutes must be at least 15 minutes in length.

## 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.

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## COMMON PHYSICAL THERAPY CPT CODES BILLED

CPT codes identify services rendered to patients and are used as part of standard PT billing practices. The common CPT codes used, but are not limited to, include the following:

|  |  |
| --- | --- |
| 97110 | Therapeutic Exercise |
| 97140 | Manual Therapy |
| 97112 | Neuromuscular Re-Education |
| 97530 | Therapeutic Activities |
| 97010 | Hot/Cold Packs |
| 97014 | Electrical Stimulation (Unattended) |
| G0283 | Electric Stimulation, Medicare Non-Wound (Unattended) |
| 97161 | PT Evaluation: Low Complexity |
| 97162 | PT Evaluation: Moderate Complexity |

|  |  |
| --- | --- |
| 97116 | Gait Training |
| 97164 | PT Re-Evaluation |
| 97012 | Mechanical Traction |

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## NOTICE OF PRIVACY PRACTICES

**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.

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## USES AND DISCLOSURES OF YOUR PERSONAL HEALTH INFORMATION (PHI)

**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.

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## 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.

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## 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.

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## 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.

**Front Desk:**

510-656-3777, [frontdesk.ESPT@gmail.com](mailto:frontdesk.ESPT@gmail.com)

**ESPT Owner/Director of Physical Therapy: Dr. Kimberly Huey**

510-656-3777, [Kim.ESPT@gmail.com](mailto:Kim.ESPT@gmail.com)