

# McDONALD PHYSICAL THERAPY

*Aggressive, Innovative Treatment*

## CLINIC POLICIES

Our policy regarding payment is that all patients pay for physical therapy at the time service is rendered (*excluding workman's compensation claimants and VA veterans*). You may pay with cash, check, debit, and all major credit cards.

INSURANCE – As a courtesy, we file your insurance claims for you. Unfortunately, there are occasions when the insurance company will reject the claims. If this occurs, we may ask you to contact your insurance company to determine the reason for their rejections or pending of claims. It has been our experience that insurance companies will respond more promptly to you, the insured, than to us, the provider. Thank you in advance for your assistance. ***PATIENTS SHOULD NOT FILE THEIR OWN INSURANCE CLAIMS.***

LEGAL CASES – We cannot treat patients on a contingency basis; therefore, if legal cases are pending settlement, we ask that each visit be paid at the time of service. We do not communicate with attorneys or accept any letters of protection. If claims remain unpaid after 60 days you will be responsible for payment of any outstanding balance.

RETURNED CHECKS - Checks returned by the bank for insufficient funds will be subject to a \$25.00 service fee.

APPOINTMENTS AND CANCELLATIONS – We will call, text, or email you to remind you the day before every appointment. If you do not want to receive reminder calls, please notify our front desk.

FOR LIABILITY REASONS CHILDREN ARE NOT ALLOWED IN THE WORKOUT AREA OR ON WORKOUT EQUIPMENT. If children are with you during treatment, they must remain seated in the treatment area or lobby (the presence of children may affect your focus on your treatment). You are responsible for your children waiting in the lobby, please make sure they remain undistruptive.

We reserve the right to reschedule a patient who is 15 or more minutes late for an appointment.

A 24-hour notice is required to cancel your appointment. After hours, or on the weekend, a message may be left with our answering service.

If two or more appointments are missed at any time during a patient's rehabilitation, any further appointments you may have already scheduled may be taken off the schedule. The patient will then be required to schedule their appointment each day they plan on attending therapy, provided an opening is available. In addition, your doctor, insurance company and/or work place will be notified. Please stay in communication with your therapy team regarding your upcoming schedule.

Thank you for giving us the opportunity to serve you! Please feel free to ask us any questions concerning our services, policies and fees.

The undersigned accepts all responsibility for treatment costs not covered by third party payers (***this does not apply to worker's compensation claimants***).

**Telephone Consumer Protection Act (TCPA).** I acknowledge under the TCPA that by providing my land line and/or cell phone number, that I am giving my prior express written consent that McDonald Physical Therapy and its affiliates and business partners, have the authorization to call via auto-dialer, pre-recorded voice messages, SMS messages and live calls for communication that would be associated with my account in this practice.

**Email Consent.** I acknowledge that by providing my email address, that I am giving my express written consent that McDonald Physical Therapy and its affiliates, have authorization to contact me by email address that I have provided for any non-urgent communications that would be associated with my account. Any communications related to patient health information will be encrypted.

# HIPAA NOTICE OF PRIVACY PRACTICES

---

McDonald Physical Therapy  
1005 Hickory Road  
South Bend, IN 46615  
(574) 233-5754

**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.**

This notice of Privacy Practices describes how we may use and disclose your protected health information (PHI) to carry out treatment, payment or health care operations (TPO) and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

#### **Uses and Disclosures of Protected Health Information**

Your protected health information may be used and disclosed by your physician, our office staff and other outside of our office that are involved in your care and treatment for the purpose of providing health care services to you, to pay your health care bills, to support the operation of the physician's practice, and any other use required by law.

**Treatment:** We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party. For example, we would disclose your protected health information, as necessary, to a home health agency that provides care to you. For example, your protected health information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you.

**Payment:** Your protected health information will be used, as needed, to obtain payment for your health care services. For example, obtaining approval for a hospital stay may require that your relevant protected health information be disclosed to the health plan to obtain approval for the hospital admission.

**Healthcare Operations:** We may use or disclose, as-needed, your protected health information in order to support the business activities of your physician's practice. These activities include, but are not limited to, quality assessment activities, employee review activities, training of medical students, licensing, and conducting or arranging for other business activities. For example, we may disclose your protected health information to medical school students that see patients at our office. In addition, we may use a sign-in sheet at the registration desk where you will be asked to sign your name and indicate your physician. We may also call you by name in the waiting room when your physician is ready to see you. We may use or disclose your protected health information, as necessary, to contact you to remind you of your appointment.

We may use or disclose your protected health information in the following situations without your authorization. These situations include: as Required by Law, Public Health issues as required by law, Communicable Diseases: Health Oversight: Abuse or Neglect: Food and Drug Administration requirements: Legal Proceedings: Law Enforcement: Coroners, Funeral Directors, and Organ Donation: Research: Criminal Activity: Military Activity and National Security: Workers' Compensation: Inmates:

Required Uses and Disclosures: Under the law, we must make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of Section 164.500.

**Other Permitted and Required Uses and Disclosures** Will be made only with your consent, authorization, or opportunity to object unless required by law.

**You may revoke this authorization**, at any time, in writing, except to the extent that your physician or the physician's practice has taken an action in reliance on the use or disclosure indicated in this authorization.

**Your Rights**: a statement of your rights with respect to your protected health information.

**You have the right to inspect and copy your protected health information.** Under federal law, however, you may not inspect or copy the following records; psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, and protected health information that is subject to law that prohibits access to protected health information.

Your physician is not required to agree to a restriction that you may request. If physician believes it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. You then have the right to use another Healthcare Professional.

**You have the right to request to receive confidential communications from us by alternative means or at an alternative location. You have the right to obtain a paper copy of this notice from us,** upon request, even if you agreed to accept this notice alternatively i.e. electronically.

**You may have the right to have your physician amend your protected health information.** If we deny request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

**You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information.**

We reserve the right to change the terms of this notice and will inform you by mail of any changes. You then have the right to object or withdraw as provided in this notice.

#### **Complaints**

You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying our privacy contact of your complaint. **We will not retaliate against you for filing a complaint.**

**I HAVE READ ALL OF THE ABOVE INFORMATION AND CONSENT TO TREATMENT.**

This notice was published and becomes effective on/or before **April 14, 2003.**