

Spear Physical Therapy

31 East 32nd Street
New York NY 10016
Phone: (212) 759-2282

CONSENT FOR TREATMENT

I, the undersigned, hereby agree and give my consent to Spear Physical Therapy to administer such treatment and care as is prescribed and considered therapeutically necessary on the basis of findings during the course of treatment. I also authorize Spear Physical Therapy to furnish information to insurance carriers concerning this treatment and I hereby assign all payment for the services rendered. The information provided is accurate to the best of my knowledge.

Relationship to Patient:

Signed By

Date

Patient Forms and Consents



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Financial Policy and Consents

Financial Policy: A medical insurance policy is a contract between you and your insurance company. Coverage depends upon your insurance company and the specific plan you have chosen. Spear is contracted with most insurance companies and, as a service to patients, we agree to submit your claims directly to them. You may need a current physician's prescription/referral for therapy services to submit your claim. Referrals are current for 90 days unless otherwise specified. For Spear to submit a claim to your insurance company, we will need a copy of your insurance card. Your portion of your bill is due within 10 days of receipt of any Spear statement.

Credit Card on File Authorization: I authorized Spear to keep my signature and credit card on file to automatically charge my card at time of service.

Spear will verify the patient's benefits, file the claims for services provided with the insurance carrier, and notify the responsible party of their financial responsibility. The responsible party understands that the verification of benefits and authorization is not a guarantee of payment and that they are responsible for all charges not paid by the insurance company.

The responsible party authorizes any insurance carrier that provides insurance coverage for the patient, to make direct payments to Spear for any speech pathology services rendered. The responsible party will accurately inform Spear of the patient's insurance coverage and provide information regarding coverage changes within 5 working days of the change.

Release of Information for Reimbursement: The responsible party authorizes the release of information pertaining to the patient's diagnosis and course of treatment to Spear by the patient's physician and any other therapy service providers involved in the patient's care. The responsible party also authorizes the release of information to the patient's physician and any other agencies related to reimbursement issues.

I give permission to Spear to release information to my insurance company and bill for services on my behalf. I understand that authorization and verification of benefits is not a guarantee of payment and that I am responsible for any charges not covered by insurance.

Back to Life Agreement-Social Contract: At Spear Physical and Occupational Therapy, PLLC, we are committed to getting you back to life. We ask the same from you: that you agree to show up to your scheduled appointments. In the event that you need to cancel an in-clinic appointment, we ask you to reschedule your in person visit for the same week or schedule a virtual, online Spear Live visit instead. If that is not possible for you, we simply ask you to provide us with at least a 24-hour advanced notice or reschedule within the same calendar week. Your therapist will speak to you on our Back to Life Agreement.

Repeated no shows or late cancellations are disruptive to the optimal delivery of care and may indicate a lack of commitment to your health and wellness. As a result, 3 late cancellations and/or no shows may result in discontinuation of therapy. In the event that you are discharged from our care, your referring provider and/or claims manager will be notified of the reason for discharge from therapy. We realize that emergencies do occur and we will give reasonable consideration for illnesses or unforeseen emergencies.

Medicare Patients: If you choose to schedule therapy without a physician's prescription/referral, we MUST obtain a signed therapy plan of care from your physician within 30 days of your initial visit. Also, you must be discharged from any home

health care services or agency prior to initiating outpatient therapy. Medicare will not pay for both home health and outpatient care simultaneously.

Motor Vehicle Collision - Auto PIP/Third Party: We will bill your Personal Injury Protection Insurance (PIP) as a courtesy to you. If you do not have a direct PIP Claim you can choose to submit your personal health insurance or pay at the time of service at the Cash-Pay rate. If a claim is denied for any reason, the patient will be fully responsible for the total cost of the care provided.

Work Injury Claims: Medical expenses resulting from a workplace injury/disease will be submitted to the workers' compensation program on an open claim. However, if a claim is denied for any reason, the patient will be fully responsible for the total cost of the care provided.

Notice of mobile phone usage, filming, and photography: While visiting a SPEAR clinic, you are entering an area where photography, audio and video recording may occur. By entering the premises, you consent to potential photography, audio recording, interview(s), and video recording—and its/their release, publication, exhibition, or reproduction to be used for news, promotional purposes, advertising, inclusion on websites, social media, or any other purpose by SPEAR and its affiliates and representatives.

You release SPEAR, its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings. By entering the premises, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by SPEAR, the person or entity designated to do so by SPEAR, or any other unknown person. You have been fully informed of your consent, waiver of liability, and release before entering the event.

Out of respect for our customers, we ask that you not use your mobile phone, or any other wireless devices, in the clinic. Your security, privacy and comfort are important to us; audible alerts and phone conversations can be distracting, and potential photos and recordings can compromise patient privacy. We appreciate your cooperation.

Insufficient Funds: In the event a check is returned to us for insufficient funds a fee of \$34 will be imposed along with the original payment.

Unaccompanied Minors Policy: Spear is authorized to provide treatment to a minor as appropriate when they arrive to an appointment unaccompanied by a parent/guardian; this may include changes in the current therapy the minor is receiving including treatments and exercises. The above financial policy is applicable to the guarantor of the unaccompanied minor.

I understand the Spear and Financial policies and Consents as described above. I authorize my medical benefits to be paid directly to Spear for my services. I acknowledge that I am financially responsible for any balance due on all covered or non-covered services. I authorize the release of any medical or other information necessary to process the claim or provide continuity of care. I consent to receive treatment as prescribed by my provider.

Signed By

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NOTICE OF PRIVACY PRACTICES Effective 01/01/2020, Revised 01/01/2020

This Notice of Privacy Practices is provided to you as a requirement of the Health Insurance Portability and Accountability Act (HIPAA). 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.

Acknowledgement of Receipt of this Notice

You will be asked to provide a signed acknowledgment of receipt of this notice. Our intent is to make you aware of the possible uses and disclosures of your protected health information and your privacy rights. The delivery of your health care services will in no way be conditioned upon your signed acknowledgment.

Who Will Follow this Notice

All physicians, licensed health care personnel, employees, staff and other office personnel. Any independent health care professional who may provide services at our office and is authorized to enter information into your medical record. All students or trainees. Any persons or companies with whom Spear Physical Therapy contracts for services to help operate our practice and who have access to our patients' medical information.

Our Responsibility Regarding Protected Health Information

Your 'protected health information' is individually identifiable health information. This includes demographics 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 disclosures of your protected health information.

Follow the terms of the notice currently in effect.

Communicate any changes in the notice to you.

We reserve the right to change this notice. Its effective date is at the top of the first page and at the bottom of the last page. We reserve the right to make the revised or changed notice effective for health information we already have about your child as well as any information we receive in the future. You may obtain a Notice of Privacy Practices by calling the phone number at the top of this notice.

Our System

Spear Physical Therapy works with several agencies and referral sources. Your health information will be shared in the following manner:

Treatment

We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes disclosure to your physician or other health care providers who become involved in your care.

Within our office for administrative activities, quality assessment, oversight and peer review.

With our billing personnel and as necessary to obtain payment for your health care services.

With your insurance company or other payers as required for payment.

With the referring agency and case manager.

With any other provider, school and/or agency with your written request. You may request written or verbal information sharing in writing. Your request should include a specified period of time for information sharing.

Required by Law

We may use or disclose your protected health information if law or regulation requires the use or disclosure. We will notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect, or domestic violence.

Health Oversight

We may disclose protected health information to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. These health oversight agencies might include government agencies that oversee the health care system, government benefit programs, other government regulatory programs, and civil rights laws.

Legal Proceedings

We may disclose protected health information during any judicial or administrative proceeding, in response to a court order or administrative tribunal (if such a disclosure is expressly authorized), and in certain conditions in response to a subpoena, discovery request, or other lawful process.

Parental Access

We may disclose your protected information to parents, guardians and persons acting in similar legal status.

For Health Care Operations

Spear Physical Therapy, staff and business associates may use and disclose medical information about you to operate this office. For example, Spear Physical Therapy may use medical information to call out your name in the waiting room, to review treatment and services or to evaluate the qualifications and performance of therapists in caring for you. Spear Physical Therapy may also disclose information to licensing authorities or offices who evaluate qualifications and review care to determine if Spear Physical Therapy and its therapists can be licensed, credentialed, certified or approved under a health plan or to treat patients at a particular facility. Spear Physical Therapy 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 have agreed to follow our Notice of Privacy Practices.

Contacting You

Unless Spear Physical Therapy has agreed in writing to your written request to handle these matters differently, Spear Physical Therapy 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. Spear Physical Therapy will use the contact information that you provide.

Individuals Involved in Your Care

Spear Physical Therapy may disclose medical information about your child to a friend or family member who is involved in your medical care, unless you object. You can object to these disclosures by notifying Spear Physical Therapy in writing that you do not wish any or all individuals involved in your care to receive this information. If you are not present or cannot agree or object, Spear Physical Therapy will use our professional judgment to decide whether it is in your best interest to disclose relevant information to someone who is involved in your care.

Research

Under certain circumstances, Spear Physical Therapy may use and disclose medical information about your child for research purposes. For example, a research project may involve comparing the health and recovery of all patients who received treatment to those who received another for the same condition. Spear Physical Therapy will obtain your written consent if the researchers will know who your child is. Medical information about your child that has had all identifying information removed may be used for research without your consent.

Uses and Disclosures of Protected Health Information Requiring Your Permission

In some circumstances, you have the opportunity to agree or object to the use or disclosure of all or part of your protected health information. Since some of our therapies are provided in your home or other natural environments, those present during the session, including friends, family, or day care providers may hear health information regarding your child. Please notify our office in writing if you do not want your protected health information to be discussed with those present during the session. If your child receives therapy at our office the therapist may discretely share your progress in the waiting room in front of other patients. If you do not wish to have your progress shared in the waiting room, please notify our office in writing.

Your Rights Regarding Your Health Information

You may exercise the following rights by submitting a written request to the Spear Physical Therapy office.

You may inspect and obtain a copy of your protected health information that we keep as a part of medical and billing records.

You may ask us not to use or disclose any part of your health information for treatment, payment, or health care operations.

Your request must be made in writing. This request will be honored if we mutually agree that the restriction will not harm your child.

You may request that we communicate with you using alternative means or at an alternative location. We will not ask you the reason for your request.

We will accommodate reasonable requests, when possible.

If you believe that the information we have about your child is incorrect or incomplete, you may request an amendment to your protected health information as long as we are responsible for and maintain this information.

Federal Privacy Laws

This Notice of Privacy Practices is provided to you as a requirement of the Health Insurance Portability and Accountability Act (HIPAA). There are several other privacy laws that also apply including the Freedom of Information Act and the Privacy Act. These laws have been taken into consideration in developing our policies and this notice of how we will use and disclose your protected information.

Changes to the Notice of Privacy Practices

Spear Physical Therapy reserves the right to change this notice. Spear Physical Therapy reserves the right to make the revised or changed notice effective for medical information already held about you as well as any information received in the future. Spear Physical Therapy will post a copy of the current notice in the office. The notice will remain in effect for each subsequent visit unless changed. If the notice changes, a copy will be available to you upon request.

Questions and Complaints

If you have any questions about this notice, please contact the Privacy Officer at (212) 759-2282. To notify our office in writing of a request please mail to the following: Privacy Officer, Spear Physical Therapy, 31 East 32nd Street, New York NY, 10016. If you have a complaint about your privacy rights, you may file a written complaint with this office or with the Secretary of the United States Department of Health and Human Services. To file a complaint with our office, contact our Privacy Officer at (212) 759-2282. You will not be penalized for filing a complaint.

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PAYMENT FOR SERVICES AGREEMENT

Services to be Provided

Spear Physical Therapy will provide therapy services for your child (patient) in accordance with the orders provided by the patient's physician. It is understood that licensed therapists employed by Spear Physical Therapy will complete the services provided. The responsible party gives permission for the patient to receive therapy services provided by Spear Physical Therapy

Insurance Benefits

Spear Physical Therapy will verify the patient's benefits, file the claims for services provided with the insurance carrier, and notify the responsible party of their financial responsibility. The responsible party understands that the verification of benefits and authorization is not a guarantee of payment and that they are responsible for all charges not paid by the insurance company.

Assignment of Insurance Benefits

The responsible party authorizes any insurance carrier that provides insurance coverage for the patient, to make direct payments to Spear Physical Therapy for any speech pathology services rendered. The responsible party will accurately inform Spear Physical Therapy of the patient's insurance coverage and provide information regarding coverage changes within 5 working days of the change.

Release of Information for Reimbursement

The responsible party authorizes the release of information pertaining to the patient's diagnosis and course of treatment to Spear Physical Therapy by the patient's physician and any other therapy service providers involved in the patient's care. The responsible party also authorizes the release of information to the patient's physician and any other agencies related to reimbursement issues.

I give permission to Spear Physical Therapy to release information to my insurance company and bill for services on my behalf. I understand that authorization and verification of benefits is not a guarantee of payment and that I am responsible for any charges not covered by insurance.

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