

SMS Physical Therapy, LLC Terms & Conditions

Patient Rights

Patient Health Information and Privacy Policy: This policy outlines the way Patient Health Information (PHI) will be used in this office and the patient's right concerning those records. You must read and consent to this policy before receiving services. A complete copy of the Health Information Portability and Accountability Act (HIPAA) is available here: <https://www.hhs.gov/sites/default/files/privacysummary.pdf>

1. The patient understands and agrees to allow this office to use their PHI for the purpose of treatment, payment, health care operations, and coordination of care. The patient agrees to allow this office to submit requested PHI to the payor(s) named by the patient for the purpose of payment. This office will limit the release of all PHI to the minimum necessary to receive payment.
2. The patient has the right to examine and obtain a copy of their health records at any time and request corrections. The patient may request to know what disclosures have been made and submit in writing any further restrictions on the use of their PHI. This office is not obligated to agree to those restrictions.
3. The patient's written consent shall remain in effect for as long as the patient receives care at this office, regardless of the passage of time, unless the patient provides written notice to revoke their consent. A revocation of consent will not apply to any prior care or services.
4. This office is committed to protecting your PHI and meeting its HIPAA obligations: Staff have been trained in the area of patient record privacy, and a privacy official has been designated to enforce those procedures.
5. Patients have the right to file a formal complaint with our privacy official about any suspected violations.
6. This office has the right to refuse treatment if the patient does not accept the terms of this policy.

Initials: _____

Assignment of Benefit and Release of Records: The patient hereby assigns benefits to be paid directly to this provider by all of their third-party payors. This assignment is irrevocable. Failure to fulfill this obligation will be considered a breach of contract between the patient and this office. The patient authorizes this office to release any information required by a third-party payor necessary for reimbursement of charges incurred.

Initials: _____

Financial Responsibility

Patient Payment Responsibility: All payments must be made by cash, or credit card on the day services are rendered unless we agree to bill your insurance directly based upon prior approval and authorization. If we do bill your insurance directly and for any reason your insurance company sends you the check, you are legally and contractually obligated to forward such funds and related explanation of benefits to our office upon receipt. You will be responsible for all credit/debit card fees (less than 3%) on all card transactions.

Initials: _____

Individual's Financial Responsibility: I understand that I am financially responsible for my health insurance deductible, coinsurance or non-covered service. Co-payments, deductible, coinsurances are due at time of service. If my plan requires a referral, I must obtain it prior to my visit. In the event that my health plan determines a service to be "not payable," I will be responsible for the complete charge and agree to pay the costs of all services provided. If I am uninsured, I agree to pay for the medical services rendered to me at the time of service.

Initials: _____

Consent to Save Payments: I give permission for SMS Physical Therapy, LLC to save payment information, including credit/debit cards. SMS Physical Therapy, LLC or others acting on SMS Physical Therapy LLC's behalf will not charge cards without direct consent from you. If you do not wish for SMS Physical Therapy, LLC to save payment information, specifically card information, you should write "Decline" in the space below.

Initials: _____

Appointment Scheduling

Patient Cancellation/Missed Appointment Policy: Our goal is to provide quality medical care in a timely manner. To do so, we have implemented an appointment/cancellation policy. This policy enables us to better utilize available appointments for patients in severe pain who need immediate care.

Cancellation of an Appointment: To respect the medical needs of other patients, please be courteous and call the office promptly if you are unable to attend an appointment. This time will be reallocated to someone who is in urgent need of treatment. If it is necessary to cancel your scheduled appointment, we require that you call at least 8 hours in advance. Calling early in the day is appreciated. Appointments are in high demand, and your early cancellation will give another person the opportunity to access timely medical care.

How to Cancel Your Appointment: Please call to cancel appointments, if you do not reach the receptionist, you may leave a detailed message on the voicemail, please leave your full name, phone number, day and time of appointment. If you would like to reschedule your appointment, please be sure to leave us your phone number and let us know the best time to return your call.

No-Show Policy: A "no-show" is someone who misses an appointment without calling 8 hours in advance to cancel. "No-shows" inconvenience those individuals who need access to medical care in a timely manner, as well as the clinicians. A failure to show up at the time of a scheduled appointment will be recorded in the patient's chart as a "no-show." The first time there is a "no-show" there will be no charge to the patient. Any additional "no-shows" will result in a fee of \$50.00 for regular appointments. All fees must be paid prior to future appointments.

Late Cancellations: Late cancellations will be considered as a "no-show." Exceptions will only be made in extraordinary circumstances. Cancellations made more than 8 hours in advance of your scheduled appointment time will not incur a cancellation fee. All fees must be paid prior to future appointments.

Initials: _____

SMS Terms and Conditions (Text Messaging)

1. SMS Consent Communication: Information (Phone Numbers) obtained as part of the SMS consent process will not be shared with third parties for marketing purposes.

2. Types of SMS Communications: If consent has been given to receive text messages from SMS Physical Therapy, LLC, messages may be received related to the following:

- Appointment reminders
- Follow-up messages
- Billing inquiries
- Promotions or offers (if applicable)
- Example: "Hello, this is a reminder of your upcoming appointment with SMS Physical Therapy, LLC at 9355 SW 124th St. on 8/8/25 at 11 am. Reply STOP to opt out of SMS messaging at any time."

3. Message Frequency: Message frequency may vary depending on the type of communication. For example, up to 8 SMS messages per week may be received related to appointments, billing or follow up questions.

4. Potential Fees for SMS Messaging: Standard message and data rates may apply, depending on the carrier's pricing plan. These fees may vary if the message is sent domestically or internationally.

5. Opt-In Method: Opt-in to receive SMS messages from SMS Physical Therapy, LLC can be done in the following ways:

By submitting an online form

By filling out a paper form

6. Opt-Out Method: Opting out of receiving SMS messages can be done at any time by replying "STOP" to any SMS message received. Alternatively, direct contact can be made to request removal from the messaging list.

7. Help: For any issues, reply with the keyword HELP. Alternatively, help can be obtained directly from us at www.SMSPhysicalTherapyLLC.com. Additional Options: If SMS messages are not desired, the SMS consent box on forms can be left unchecked.

8. Standard Messaging Disclosures: Message and data rates may apply. Opt out at any time by texting "STOP." For assistance, text "HELP" or visit our [Privacy Policy] and [Terms and Conditions] pages.

www.SMSPhysicalTherapyLLC.com/termsandconditions

Initials: _____

I have read and agree to the above policies.

Signature: _____ Date: _____

Printed Name: _____