



One on One at Home Physical Therapy, LLC. Wellness program by Maria Bolanos, PT|
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SERVICE AGREEMENT

This Service Agreement is entered into by and between:

Provider: One on One at Home Physical Therapy

Patient/Client: _____ Effective Date: _____

1. Purpose

This Agreement sets forth the terms and conditions under which Provider agrees to furnish services directly to patient on a self-pay basis, outside of Medicare benefit classification and any other third-party insurance coverage.

2. Acknowledgment of Medicare Regulations

The Patient expressly acknowledges and agrees as follows:

- a. Provider is offering services under a cash-based model; claims for such services will not be submitted to Medicare by Provider.
- b. Provider is rendering services that Medicare does not cover when provided in home settings while patient is not homebound, and Patient chooses to receive them privately.
- c. Patient understands that these services are not reimbursable by Medicare, and thus Patient may not submit claims to Medicare for the services provided.
- d. Patient has been advised of their right to obtain other medically necessary services from a Medicare-enrolled provider that may be billable to Medicare, and Patient voluntarily elects to obtain this non covered services from Provider on a private pay basis.
- e. This Agreement is not an Advance Beneficiary Notice of Noncoverage (ABN), as no claim will be submitted to Medicare and services given are not within Medicare benefit categories.
- f. Patient attests that they are not currently enrolled as a Medicaid beneficiary. Patient understands that federal law prohibits providers from collecting payment from Medicaid beneficiaries for services that would be otherwise covered by Medicaid.

3. Services Covered: Provider agrees to render the following services to Patient:

Evaluation and assessment: 60-90 minutes

Treatment sessions: 50 minutes, Wellness Program including: exercises, manual therapy, balance training, and retraining prior sports or activities.

Patient education and development of a home exercise program.

Services shall be delivered at the patient's house or gym.

4. Cancellation Policy

Appointments must be canceled or rescheduled at least 24 hours in advance. Cancellations with less notice, or failure to attend a scheduled appointment, will result in a fee of \$75, which Patient agrees to pay.

5. Consent and Assumption of Risk

Patient consents to the provision of these services and acknowledges that such services may involve physical exertion and carry inherent risks. Patient assumes full responsibility for any injury or adverse effect arising from participation, except where caused by Provider's gross negligence or willful misconduct.

6. HIPAA Privacy and Confidentiality

a. Provider is committed to protecting the confidentiality of Patient's health information in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and applicable state laws.

b. Patient's Protected Health Information (PHI) will only be used and disclosed for purposes of treatment, payment (if applicable), and healthcare operations, unless Patient provides written authorization or such disclosure is otherwise permitted or required by law.

c. Patient has the right to:

Request access to and copies of their medical records;

Request amendments to their records;

Receive an accounting of disclosures of their PHI;

Request restrictions on the use or disclosure of their PHI, subject to Provider's ability to comply.

d. A copy of Provider's Notice of Privacy Practices is available upon request and may be updated from time to time.

7. No Guarantee of Outcome

Provider makes no warranties, express or implied, regarding outcomes or results of therapy services. Patient acknowledges that progress depends on multiple factors, including compliance with Provider's recommendations.

8. Termination

Either party may terminate this Agreement upon written notice. Patient shall remain responsible for payment of all services rendered prior to termination.

9. Entire Agreement and Governing Law

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Acknowledgment

By signing below, Patient affirms that they:

Have read and fully understand this Agreement;

Have had the opportunity to ask questions;

Enter into this Agreement voluntarily, free from coercion; and

Accept full financial responsibility for services rendered hereunder.

Patient/Client Name (Printed): _____

Patient/Client Signature: _____ Date: _____

Provider Name (Printed): _____

Provider Signature: _____ Date: _____