

Notice of Privacy Practices, Terms & Conditions, and Website Privacy

Your Information. Your Rights. Our Responsibilities.
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.

For additional information, or to make a complaint with respect to your privacy rights, you may contact our Compliance Officer or the Department of Health and Human Services

Our Uses and Disclosure

Office for Civil Rights. Contact information is listed at the end of this Notice.

Protected health information (PHI) is your information created or received by a healthcare provider that relates to your past, present or future physical or mental health or condition, to the provision of health care to you, or to payment for your health care.

How do we typically use or share your health information? We may use or disclose your protected health information without your consent or authorization for the purposes of your treatment, for payment purposes, and for certain administrative and other health care operations. We typically use or share your health information in the following ways:

- Treatment – We can use your health information and share it with other professionals who are treating you. Example: A doctor treating you for an injury asks another doctor about your overall health condition.
- Payment – We can use and share your health information to bill and get payment from health plans or other entities. Example: We give information about you to your health insurance plan so it will pay for your services.
- Health Care Operations – We can use and share your health information to run our practice, improve your care, and contact you when necessary. Example: Quality assessment audits and improvement activities.

Business Associates are a part of Health Care Operations. There are some services provided in our organization through business contracts. When these services are contracted, we may disclose your protected health information to our business associate, so that they can perform the job we have asked them to do. To protect your health information, however, we require the business associate to appropriately safeguard your protected health information.

I acknowledge and understand that this office may contact and survey me via e-mail regarding my satisfaction and outcomes. I understand that an independent vendor(s) may assist with this data collection. I understand that in addition to the confidential survey, this office or their designated vendor may also send an automated email to allow me to rate and review my provider online through sites like Google, Yelp, etc. voluntarily and publicly. I acknowledge that my responses, like other online responses, may be published on the respective review site(s) and will be publicly disclosed and accessible to anyone who accesses that site. I understand that reviews are optional, and I will not include any sensitive, personal, identifying, or medial information that I do not wish to be publicly disclosed in an online review, i.e., name, contact information, social security number, health history, diagnosis, medications, etc. When submitting a survey or review, I agree to fully release, waive, and indemnify this office and/or the associated vendor(s) from all claims arising from my voluntary disclosure of protected health information to the sites.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. If you change your mind, you have the right to take back or “revoke” your authorization at any time by submitting a revocation in writing. We are unable to take back any use or disclosure that we have taken an action in reliance on the authorization for use or disclosure as previously indicated.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care - if you consent, do not object, or we reasonably infer that there is no objection, we may disclose health information about you to a family member, personal representative or other person identified by you who is involved in your care.
- Share information in a disaster relief situation.
- Contact you for fundraising efforts but you can tell us not to contact you again.
- If you are not able to tell us your preference (for example, if you are unconscious), we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In the following cases, we never share your information unless you give us written permission to do so:

- Marketing – *No phone/mobile number information will be shared with third parties/affiliates for marketing/promotional purposes. All the above categories as referred to in the Our Uses and Disclosures section, exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.*
- Sale of your information

How else can we use your health information?

We are required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We must meet many conditions in the law before we can share your information for these purposes.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index

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Help with public health and safety issues – We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recall
- Reporting adverse reactions to medications
- Reporting suspected abuse or neglect
- Preventing or reducing a serious threat to anyone’s health or safety Do Research – We can use or share your information for health research.

Comply with the law - We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.

Request to organ and tissue donation request - We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director - We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers’ compensation, law enforcement and other government request – We can use or share health information about you:

- For workers’ compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security and presidential protective services

Respond to lawsuits and legal actions - We can share health information about you in response to a court or administrative order, or in response to a subpoena.

When it comes to your health information, you have certain rights. You will need to make a written request to exercise these rights. Forms for these purposes are available in our office(s), or you may call the office(s) to request the forms be sent to you.

Your Rights

Get a copy of your medical record - With a few exceptions (such as records compiled in anticipation of litigation), you have a right to inspect or receive copies of your health information. We will provide a copy or summary of your health information, usually within 30 days of your request, we may charge a reasonable cost-based fee.

Ask us to limit what we use or share - You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.

If you pay for services or health care items out of pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say yes unless the law requires us to share that information.

Request confidential communications - You have the right to ask that we contact you in a specific way (for example, home or office phone) or to send mail to a different address. Request must be made in writing; you do not need to give us a reason for your request. We will say yes to all reasonable requests.

Ask us to correct your medical record - If you believe that your information is incorrect or incomplete, you have the right to request an amendment if the information is maintained by us. We may say “no” to your request, but we will tell you why in writing within 60 days.

Get a list of those with whom we’ve shared information - You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with and why.

Certain types of disclosures are not included such as disclosures about treatment, payment, and healthcare operations, and certain other disclosures, such as any you asked us to make. We will provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this notice - You can ask for a paper copy of this notice at any time.

We reserve the right to change our Notice of Privacy Practices and to make the new provisions effective for all protected health information we maintain, including protected health information received in the past as well as received after the effective date of the new Notice. A current copy of our Notice will be posted in our office(s) and will also be available on our web site. You may also obtain a copy by writing or calling the office and asking that one be mailed to you or by asking for one the next time you are in our office.

Choose someone to act for you - If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights have been violated - You can complain if you feel we have violated your rights.

For More Information or to Make a Complaint

If you believe your privacy rights have been violated, you can file a complaint with our Compliance Officer toll free at 800-461-9330 or file an electronic complaint with the Department of Health and Human Services Office for Civil Rights at <https://www.hhs.gov/hipaa/filing-a-complaint> or call the U.S. Department of Health and Human Services, Office for Civil Rights toll-free at: 1-800-368-1019, TDD: 1-800-537-7697. There will be no retaliation for filing a complaint.

Terms & Conditions

The use of this website is subject to the following terms of use:

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

1. This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us but will NOT be released to any third parties except for fulfillment of payment.
2. Neither we nor any third party provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
3. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own

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responsibility to ensure that any products, services or information available through this website meet your specific requirements.

4. This website contains material that is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
5. All trademarks reproduced in this website that are not the property of, or licensed to, the operator are acknowledged on the website.
6. Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense.
7. From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
8. Your use of this website and any dispute arising out of such use of the website is subject to the laws of the United States of America.

Website Privacy Policy

Privacy Policy

This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us but will NOT be released to any third parties except for fulfillment of payment.

Privacy Statement

Your privacy on the internet is of the utmost importance to us. Because we gather certain types of information about the users of xcelsportsmedicine.com, we feel you should fully understand the terms and conditions surrounding the capture and use of that information. This privacy statement (this "Statement") discloses the privacy practices for xcelsportsmedicine.com (the "Website") – what information we gather, how we use it and how to correct or change it. This Statement only addresses our activities from our servers. Other sites (including those to which this Website links and third-party sites or services with which xcelsportsmedicine.com showcases) may have their own privacy policies and practices, which we do not control.

Information Collected

In general, you can visit the website at any time without telling us who you are or revealing any information about yourself. However, we do log the IP address, type of operating system and browser software used by each visitor, and from this information we can derive the identity of the visitor's geographic location and Internet Service Provider. We use this data in aggregate form to build a higher quality, more useful site by analyzing the collective characteristics of our visitors and measuring the usage of each area of our site. Please note, at some point we may ask you to provide certain information (e.g., email address) when you register for features with this site. We use this address as a means to get in touch with the visitor about updates to the site and offerings from our community partners. Unsubscribe instructions are included in each email. We do not use personal identifying information for any reason that is not disclosed either in this Statement or at the time the information is requested.

Children's Policy

In accordance with the Children's Online Privacy Protection Act, we never knowingly request personal information from children under the age of 13 without prior verifiable parental consent. We also encourage parents and guardians to spend time with their children online and to be familiar with the sites their children visit. Children of any age should always ask a parent for permission before sending personal information to anyone online. If in the future xcelsportsmedicine.com collects personally identifiable information from children, it will do so in compliance with the Children's Online Privacy Protection Act of 1998. For more information about the Act, visit

Disclosure to Third Parties

We do NOT sell, trade or otherwise transfer any personal identifying information to outside parties including email addresses or mobile numbers.

Text Message Terms

By providing your telephone number to us or your provider and/or agreeing to participate in a text or communication program (collectively, the "Program"), you consent to receive text messages and/or push notifications from or on behalf of us and/or our partners and suppliers, including messages using automated dialing technology.

Unsecure: Messages are unencrypted. You understand that text messages have inherent privacy risks, including that unencrypted text messages are not secure and could be accessed by an unauthorized party, intercepted, or altered without your knowledge or authorization.

Xcel Physical Therapy will not sell or share your mobile information with any third parties for marketing or promotional purposes. After you opt-in to receive SMS messages, Xcel Physical Therapy may use SMS to respond to your questions and send appointment reminders, cancellations, and rescheduling updates. Message frequency may vary. Standard message and data rates may apply. Consent is not a condition of purchase. You may opt out at any time by replying with "STOP" or get help by replying "HELP." For customer support, click here for clinic location contact information: (xcelsportsmedicine.com/contact-us/). You consent to receive one last message from us confirming your inactivation.

Usage: Frequency of text messages and notifications will vary depending upon the Services you receive or your transactions with us.

You represent that you are the account holder for the mobile telephone number(s) that you provide to opt into the Program. You are responsible for notifying us immediately if you change your mobile telephone number. You may notify us of a number change.

As a user of this Program, you acknowledge that text messages are distributed via third-party mobile network providers, and therefore, we are unable to control all functions related to the delivery of text messages. You acknowledge that it may not be possible to transmit all text messages successfully. We will not be liable for any delays in the receipt of any SMS messages, nor will we be liable for any undelivered messages, as delivery is subject to effective transmission from your network operator.

The Program may not be available on all U.S. mobile carriers. Note that your carrier is not liable for delayed or undelivered messages.

While we do not charge you for these services, message and data rates may apply to each text message sent or received in connection with the Program, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for details about available plans). Applicable roaming charges may apply.

Data obtained from you in connection with this Program may include your telephone number, your carrier's name, and details of the message (date, time, and content). We may use this information to contact you in accordance with these Terms and to provide the services you request. For additional information on our data collection and use, please read our Privacy Policy.

Third-Party Links

From time to time xcelsportsmedicine.com may contain links to other internet sites. We encourage all of our partners, contributors and third parties to implement policies and practices that respect the privacy of our visitors. However, xcelsportsmedicine.com is not responsible for the privacy practices of the content of such websites. Please note that we do review our Privacy Statement from time to time, and that it is subject to change without notice. We ask that our users periodically review this page to ensure familiarity with the most current version of our Privacy Policy.