

NOTICE OF PRIVACY PRACTICES, PRIVACY POLICY & TERMS OF USE

Effective Date: 1/1/2020

THIS NOTICE DESCRIBES HOW YOUR HEALTH AND OTHER PERSONAL INFORMATION MAY BE USED AND DISCLOSED, YOUR RIGHTS WITH RESPECT TO THAT INFORMATION, THE TERMS GOVERNING USE OF OUR WEBSITE, AND CERTAIN DISCLOSURES REQUIRED OF CALIFORNIA PHYSICAL THERAPY PRACTICES. PLEASE REVIEW IT CAREFULLY.

FIT PARSONS PT ("Practice," "we," "us," or "our") is a California-licensed physical therapy practice. This document consolidates six things into one reference: (I) our HIPAA/CMIA Notice of Privacy Practices for your health information; (II) our CCPA/CPRA notice and privacy policy for non-health personal information collected through our website and business operations; (III) the Terms of Use governing fitparsons.com; (IV) disclosures required of California physical therapy practices under state and federal law; (V) how to reach us; and (VI) the required Notice to Consumers set out in Appendix A. Where a section applies only to health information or only to website/business information, that scope is stated at the start of the section.

PART I — HIPAA AND CMIA NOTICE OF PRIVACY PRACTICES

Applies to: your Protected Health Information (PHI) and medical information created or received in connection with your physical therapy care

1. Our Commitment to Your Privacy

We are required by the Health Insurance Portability and Accountability Act (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) to maintain the privacy of your health information, to provide you with this Notice describing our legal duties and privacy practices, and to abide by the terms currently in effect.

2. How We May Use and Disclose Your Health Information Without Your Written Authorization

We may use and disclose your health information, without your written authorization, for the following purposes:

- **Treatment:** to provide, coordinate, and manage your physical therapy care, including consultation with other treating providers.
- **Payment:** to bill and collect payment for services from you or the responsible payer.
- **Healthcare Operations:** for quality assessment, training, licensing, and related administrative purposes.
- **As Required by Law:** including in response to a valid subpoena or court order, and other disclosures specifically required by state or federal law.
- **To Avert a Serious Threat to Health or Safety:** when necessary to prevent or lessen a serious and imminent threat to your health or safety, or that of another identifiable person.
- **Mandatory Reporting:** California physical therapists are mandated reporters under the Elder Abuse and Dependent Adult Civil Protection Act and the Child Abuse and Neglect Reporting Act (CANRA). We are required by law to report suspected abuse or neglect of a child, elder, or dependent adult to the appropriate authorities. This reporting does not require, and is not subject to, your authorization.

3. Uses and Disclosures That Require Your Written Authorization

Any use or disclosure of your health information for a purpose other than those listed above requires your specific written authorization, using a California Medical Information Act authorization form as required by Civil Code § 56.11. You may revoke that authorization in writing at any time, except to the extent we have already relied on it.

4. Your Rights Regarding Your Health Information

You have the right to:

- Inspect and copy your health information, with limited exceptions.
- Request an amendment to your health information if you believe it is inaccurate or incomplete.
- Request an accounting of disclosures we have made of your health information for purposes other than treatment, payment, and healthcare operations.
- Request a restriction on certain uses or disclosures of your health information, which we are not required to agree to except where the disclosure is to a health plan for payment or operations purposes and you have paid for the item or service in full out of pocket.
- Request confidential communications by an alternative means or at an alternative location.
- Obtain a paper copy of this Notice at any time, upon request.
- File a complaint if you believe your privacy rights have been violated (see Section 7 below). We will not retaliate against you for filing a complaint.

5. Our Responsibilities

We are required by law to maintain the privacy of your health information, provide you with this Notice, abide by its terms, and notify you if a breach compromises your health information.

6. Changes to This Notice

We reserve the right to change this Notice and to make the revised Notice effective for health information we already maintain, as well as information we receive in the future. The current Notice is available at check-in, upon request, and on our website.

7. Complaints

If you believe your privacy rights have been violated, you may file a complaint with our Privacy Officer (see Part V) or with the U.S. Department of Health and Human Services, Office for Civil Rights. You will not be retaliated against for filing a complaint.

PART II — CALIFORNIA CONSUMER PRIVACY ACT (CCPA/CPRA) NOTICE & WEBSITE PRIVACY POLICY

Applies to: personal information collected through fitparsons.com and general business operations (e.g., contact and appointment-request forms, marketing emails, job applications) — separate from the health information addressed in Part I

1. Scope of This Part

Protected health information and medical information that FIT PARSONS PT maintains as a HIPAA-covered entity is generally exempt from the CCPA/CPRA (Civil Code § 1798.145(c)) and is governed instead by Part I above. This Part II addresses the personal information we collect that falls outside that exemption. If you submit clinical details (such as a description of symptoms or medical history) through our general website contact form rather than a secure patient channel, please note that the general contact form is not part of our secure medical record system; we ask that you limit website messages to scheduling and general inquiries and discuss clinical information with us by phone or during your visit.

2. Notice at Collection — Categories, Purposes, and Retention

Required by Civil Code § 1798.100(a). This table is displayed at or before the point personal information is collected (e.g., linked in the website footer and on the contact and appointment-request forms):

Category of Personal Information	Purpose(s) of Collection	Retention Period
Identifiers (name, email, phone, mailing address, IP address)	Respond to inquiries; schedule/confirm appointments; operate and secure the website	Duration of the business relationship, plus 7 years
Internet or electronic network activity (pages viewed, browser/device type, referring site)	Understand and improve website usage and performance; security and fraud prevention	12–24 months, or per analytics provider's default retention [confirm if analytics tools are in use]
Commercial information (services inquired about, appointment-request history, non-clinical billing history)	Respond to inquiries; process appointment requests; administrative billing not tied to clinical treatment	Duration of the business relationship, plus 7 years
Professional/employment-related information (resume, cover letter, references) — applicants only	Evaluate candidacy for employment or contractor positions	3 years from the date of application, unless hired

We do not sell your personal information, and we do not currently share it for cross-context behavioral advertising, as those terms are defined under the CPRA. We do not knowingly collect the personal information of children under 16 through our website.

3. Sources of Personal Information

- Directly from you, when you fill out a form, send an email, or call our office.
- Automatically, through your use of our website (e.g., via your browser or device).
- From service providers that help us operate our business, such as our website hosting provider, scheduling platform, and email provider (Google Workspace).

4. How We Use Personal Information

- To respond to inquiries and schedule or manage appointment requests.
- To operate, maintain, and improve our website and its security.
- To communicate with you about our practice, including appointment reminders, and, with your consent where required, marketing communications.
- To evaluate job applications, if you apply for a position with us.
- To comply with legal obligations and to establish, exercise, or defend legal claims.

5. How We Disclose Personal Information

We disclose personal information to service providers and contractors who perform services on our behalf (for example, website hosting, IT support, and Google Workspace, which we use for email, calendaring, and file storage), under contracts that restrict their use of the information to providing those services to us.

We do not sell personal information, and, as of the effective date of this Policy, we do not share personal information for cross-context behavioral advertising. If this changes, we will update this Policy and provide the required “Do Not Sell or Share My Personal Information” mechanism.

6. Cookies, Analytics, and Opt-Out Signals

Our website may use cookies or similar technologies necessary for the site to function[, and analytics technology such as Google Analytics to understand website usage — confirm and describe actual tools in use]. You can control cookies through your browser settings. We honor recognized opt-out preference signals, such as the Global Privacy Control,

where legally required. Because our website does not otherwise respond to browser “Do Not Track” signals differently than described in this Policy, no separate response is provided for such signals at this time, consistent with the disclosure required by the California Online Privacy Protection Act (CalOPPA), Business & Professions Code §§ 22575–22579.

7. Your California Privacy Rights

If you are a California resident, you have the following rights with respect to your personal information, subject to certain exceptions:

- **Right to Know:** the categories and specific pieces of personal information we have collected about you, and the categories of sources, purposes, and third parties involved.
- **Right to Delete:** request deletion of personal information we have collected from you, subject to certain legal exceptions (for example, information we are required to retain by law).
- **Right to Correct:** request correction of inaccurate personal information we maintain about you.
- **Right to Opt-Out of Sale/Sharing:** we do not currently sell or share personal information, so there is nothing to opt out of at this time; this right will apply if our practices change.
- **Right to Limit Use of Sensitive Personal Information:** we do not use sensitive personal information for purposes beyond those necessary to provide the services you request.
- **Right to Non-Discrimination:** we will not discriminate or retaliate against you for exercising any of these rights.

8. How to Exercise Your Rights

You may submit a request to know, delete, or correct your personal information by contacting our Privacy Officer using the information in Part V. We will need to verify your identity before processing your request, generally by matching the information you provide to information we already have on file. You may also designate an authorized agent to make a request on your behalf, subject to verification. We will respond within forty-five (45) days of receiving a verifiable request, with a possible one-time forty-five (45) day extension where reasonably necessary. You may make this type of request up to twice in a twelve (12) month period at no charge.

9. Children’s Privacy

Our website is not directed to children, and we do not knowingly collect personal information from children under the age of 13 through the website (consistent with the federal Children’s Online Privacy Protection Act). Because we do not sell or share personal information, the CCPA’s separate opt-in requirement for the personal information of consumers under 16 is not currently implicated. A parent or guardian who believes their child has submitted personal information to us through the website may contact us to request its deletion. Patients of any age may receive physical therapy care from our Practice; this Section addresses website data collection only, not clinical intake.

10. Data Retention and Security

We retain personal information collected through this website and our business operations for as long as reasonably necessary for the purposes described in this Policy, or as required by law — generally for the periods stated in the table in Section 2, and consistent with our medical record retention period for anything that becomes part of a patient’s medical record. We maintain administrative, technical, and physical safeguards designed to protect personal information, including access controls and multi-factor authentication on our Google Workspace environment. No method of transmission over the internet is completely secure, and we cannot guarantee absolute security.

11. Changes to This Policy

We may update this Policy from time to time. We will post the revised Policy on our website with an updated “Last Updated” date and, for material changes, provide additional notice as appropriate.

PART III — WEBSITE TERMS OF USE

Applies to: your access to and use of fitparsons.com

1. Acceptance of Terms

By accessing or using fitparsons.com (the “Site”), you agree to these Terms of Use. These Terms govern website use only and do not constitute, and are not a substitute for, informed consent to physical therapy treatment, which is addressed in separate consent documentation you sign in connection with your care.

2. Use of the Site; Not Medical Advice

Content on the Site is provided for general informational purposes only and does not constitute medical advice, diagnosis, or treatment, and does not create a physical therapist-patient relationship. It is not a substitute for a formal physical therapy evaluation. Always seek the advice of a qualified healthcare provider with questions regarding a medical condition.

3. Intellectual Property

All content on the Site, including text, graphics, logos, and images, is the property of FIT PARSONS PT or its licensors and is protected by applicable intellectual property laws. You may not reproduce, distribute, or create derivative works from Site content without our prior written consent.

4. Third-Party Links

The Site may contain links to third-party websites. We do not control and are not responsible for the content, privacy practices, or availability of those sites.

5. Disclaimer of Warranties

The Site is provided “as is” and “as available” without warranties of any kind, express or implied. We do not warrant that the Site will be uninterrupted, error-free, or secure.

6. Limitation of Liability

To the fullest extent permitted by law, FIT PARSONS PT will not be liable for any indirect, incidental, or consequential damages arising from your use of, or inability to use, the Site.

7. Governing Law

These Terms are governed by the laws of the State of California, without regard to its conflict-of-laws principles.

8. Changes to These Terms

We may revise these Terms at any time by posting an updated version on the Site. Your continued use of the Site after changes are posted constitutes acceptance of the revised Terms.

PART IV — REQUIRED CALIFORNIA & FEDERAL DISCLOSURES FOR A PHYSICAL THERAPY PRIVATE PRACTICE

Applies to: FIT PARSONS PT’s operation as a licensed physical therapy private practice, in addition to the privacy and website terms above

1. Notice to Consumers Regarding Licensure

Physical therapists are licensed and regulated by the State of California. As required by Cal. Code Regs. tit. 16, § 1398.15 and Business & Professions Code § 138, the Practice's "Notice to Consumers" is posted prominently at our office in at least 48-point type, and is available as a written handout with a signed acknowledgment retained in your medical record upon request. The full text of the required Notice to Consumers is set out in Appendix A.

2. Name Tags and Display of License

Consistent with Cal. Code Regs. tit. 16, § 1398.11, treating personnel wear a conspicuous name tag stating their name and license status (e.g., "[Name], PT"), or, where personnel are licensed physical therapists, their license is prominently displayed in plain view of the public at our office.

3. Direct Access / Referral-Free Treatment Limitations

Under California law, you may self-refer to our practice without a physician's referral. However, we may not treat you for more than 45 calendar days or 12 visits (whichever occurs first) without a physician's signed plan of care or referral. Before initiating treatment on a self-referred basis, we will provide you with oral and written notice of this restriction in plain language, and you will be asked to provide written authorization for us to notify your primary physician, consistent with Business & Professions Code § 2620.1.

4. Good Faith Estimates (No Surprises Act)

Consistent with the federal No Surprises Act, 45 CFR § 149.610, uninsured and self-pay patients have the right to receive a Good Faith Estimate of expected charges before scheduled care. A public disclosure of this right is posted at our office and on our website, and a written, itemized estimate of expected service codes, fees, and scheduling will be provided at least one business day before care begins upon request.

5. Informed Consent

Consistent with California law (see *Truman v. Thomas*, 27 Cal.3d 285), your physical therapist has a duty to disclose not only the material risks of a recommended evaluation or intervention, but also the material risks of declining it. This disclosure is documented in your separate signed Consent to Treatment; this Notice does not itself constitute that consent.

PART V — CONTACT US / PRIVACY OFFICER

Questions or requests regarding this Notice of Privacy Practices, Privacy Policy, Terms of Use, or the disclosures in Part IV may be directed to:

Stacey Parsons, Privacy Officer — FIT PARSONS PT

205 Avenue I, Suite 25, Redondo Beach, CA 90277

Phone: 424-290-0096 | Fax: 424-408-3320 | Email: info@fitparsons.com

If you believe your health information privacy rights have been violated, you may also file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights. You will not be retaliated against for filing a complaint.

APPENDIX A — NOTICE TO CONSUMERS

Required by Title 16, California Code of Regulations, Section 1398.15. When posted at the office, this Notice must appear in at least 48-point type, consistent with Part IV, Section 1 above; it may alternatively be provided as a written handout with a signed acknowledgment retained in the patient's record.

DID YOU KNOW?

The Physical Therapy Board of California licenses and regulates your Physical Therapist and Physical Therapist Assistant. A Physical Therapy Aide, while regulated by the Board, is not licensed.

Visit the Board's website at www.ptbc.ca.gov for information on:

- Verifying a license
- What to expect when you receive care
- Your rights as a patient
- How to file a complaint

Board Contact Information

Physical Therapy Board of California — 2005 Evergreen Street, Suite 2600, Sacramento, CA 95815 — 1-800-832-2251 — www.ptbc.ca.gov

Title 16, California Code of Regulations, section 1398.15 requires all licensed physical therapists to provide this notice, either by posting it prominently where patients can see it, or by giving each patient a copy and retaining a signed acknowledgment in the patient's record.