

Clayton Family Chiropractic Clinic, Inc.

Our financial Policy

First, welcome to our office. We hope to make your visit as pleasant as possible. Unfortunately, aside from the emotional and physical impact of any injury or illness, there is all too often a degree of financial impact as well. We would like to ease your potential financial burden as much as possible. Your review of our financial policies at this time will help you greatly to avoid future misunderstandings and make everyone's job that much easier.

- 1) Our Relationship and our contract with you is that of a Physician-Patient. We do not provide medical services to insurance companies and have no responsibilities to assure that the insurance company is pleased with your medical care. Insurance companies are happy if you pay your premiums and make limited claims for benefits. We will not shortchange your medical care to satisfy ANY insurance company.
- 2) Any contract that exists between you and your insurance company for medical care reimbursement does not obligate us to comply with the provisions of your policy. (The ultimate responsibility for the correct filing and processing of insurance claims, paperwork, etc., however, remains with you and your insurance company.) If you are unsure of any of the specific requirements of your insurance company Please ask them. Do not depend upon us to be familiar with all the different types of insurance plans.
- 3) We may accept your insurance, if you obtain approval from our office staff prior to the dates of service. Your insurance company should pay within 30 days. You may pay your percentage on each visit. Late payment charges are added to unpaid accounts after 30 days from the date of service. If your insurance company pays more than the balance due we will send a refund check to you.
- 4) If account is not paid within 90 days of the date of service and no financial arrangements have been made, you will be responsible for legal fees, collection agency fees, interest charges, and any other expenses occurred in collecting your account.
- 5) Often insurance companies will use the term "usual and customary" or similar such language when denying chiropractic care. The implication is that the physician charged too much for a given procedure or visit. Universal "usual and customary" fee schedules Do not exist. The amount an insurance company reimburses for a procedure will vary with the company, the type and quality of the policy and sometimes even the age and health of the patient. Our fee schedule is the same for everyone.
- 6) In situations of hardship, this practice will consider making special arrangements (payment plans) on a case-by-case basis. Please discuss this with our office immediately if you feel this applies to you.
- 7) Any prior oral agreement is not admissible for the purpose of varying or contradicting this written contract.
- 8) Unless canceled 24 hrs in advance, our policy is to charge for missed appointments at the rate of a normal office visit. Please help us to serve better by keeping scheduled appointments. We are aware of the current nationwide crisis in health care financing. Quality, personalized intensive chiropractic care is sometimes of necessity, quite expensive. Despite the pressures to pass along increased costs to the patient, we work hard on your behalf to contain fees and other charges. We are here to serve you for your chiropractic care needs. If we have done well, please tell your family and friends. If not please tell us!

I have read and understand the above

Signed _____ Date _____

Witness _____

Informed Consent to Chiropractic Treatment

The nature of chiropractic treatment: The doctor will use his/her hands or a mechanical device in order to move your joints. You may feel a "click" or "pop", such as the noise when a knuckle is "cracked", and you may feel movement in the joint. Various ancillary procedures, such as hot or cold packs, electric muscle stimulation, therapeutic ultrasound or dry hydrotherapy may also be used.

Possible Risks: As with any health care procedure, complications are possible following chiropractic manipulation. Complications could include fractures of bone, muscular strain, ligamentous strain, dislocations of joints or injury to intervertebral discs, nerves or spinal cord. Cerebrovascular injury or stroke could occur upon severe injury to arteries of the neck. A minority of patients may notice stiffness or soreness after the first few days of treatment. The ancillary procedures could produce skin irritation, burns or minor complications.

Probability of risks occurring: The risks of complications due to chiropractic treatment have been described as rare, about as often as complications are seen from the taking of a single aspirin tablet. The risk of cerebrovascular injury or stroke, has been estimated at one in one million to one in twenty million, and can be even further reduced by screening procedures. The probability of adverse reaction due to ancillary procedures is also considered "rare".

Other treatment options which could be considered may include the following:

- Over-the-counter analgesics.* The risk of these medications include irritation to the stomach, liver and kidneys, and other side effects in a significant number of cases.
- Medical care,* typically anti-inflammatory drugs, tranquilizers, and anaglesics. Risks of these drugs include a multitude of undesirable side effects and patient dependence in a significant number of cases.
- Hospitalization* in conjunction with medical care adds risk to exposure to virulent communicable disease in a significant number of cases.
- Surgery* in conjunction with medical care adds the risk of adverse reaction to anesthesia, as well as an extended convalescent peroid in a significant number of cases

Risks of remaining untreated: Delay of treatment allows formation of adhesions, scar tissue and other degenerative changes. These changes can further reduce skeletal mobility, and induce chronic pain cycles. It is quite probable that delay of treatment will complicate the condition and make future rehabilitation more difficult.

Unusual risks: I have had the unusual risks of my case explained to me.

I have read the explanation above of chiropractic treatment. I have had the opportunity to have any questions answered to my satisfaction. I have fully evaluated the risks and benefits of undergoing treatment. I have freely decided to undergo the recommended treatment, and hereby give my full consent to treatment.

Signature

Date

Witness

Date

CLAYTON FAMILY CHIROPRACTIC CLINIC

APPOINTMENT CANCELLATION POLICY

We want to thank you for choosing us as your chiropractic health provider. We strive to render excellent care to you and the rest of our patients. Your care and treatment are a priority to us. We also ask that you respect your chiropractor's time and expertise as well.

In an attempt to be consistent with this, we have an "Appointment Cancellation Policy" that allows us to schedule appointments for our patients, with respect for your time, the next patient's time, and the doctor's time.

Our policy is as follows:

We request that you give 24 hours notice in the event that you cannot make it to your scheduled appointment. This will enable us to offer your cancelled time to other patients that desire to get their treatment completed. If a patient misses an appointment without contacting our office, it is considered a "missed" or "no show" appointment.

- The first missed appointment is forgiven.
- The second and thereafter, you will be charged a \$35.00 fee.
- Additionally, if you miss more than 3 appointments, Dr. Vail reserves the right to discharge you from the practice for failing to follow treatment recommendations.
- If you also have a therapy scheduled, (on same day as scheduled appointment), you will be responsible for that cost also.
- Cancellation fees are not covered by your insurance.
- All fees must be paid in full at your next appointment.

If you have any questions regarding this policy, please let my staff know, and we will be happy to clarify the policy for you.

We look forward to being a continued part of your wellness.

I have read and understand the "Appointment Cancellation Policy" of Clayton Family Chiropractic Clinic, and I agree to be bound by its terms

I, _____, have received a copy of Clayton Family Chiropractic Clinic's "Appointment Cancellation Policy".

Patient Signature

Date

Witness

Richard H. Vail, AT.BS, DC, D Hom
Chiropractic, Homeopathy & Nutrition
P.O. Box 828
55 Chechero St.
Clayton, GA 30525
706-782-2512

**CLAYTON FAMILY
CHIROPRACTIC**

PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THAT INFORMATION.
PLEASE REVIEW THIS NOTICE CAREFULLY

Clayton Family Chiropractic (CFC) is committed to maintaining the privacy of your protected health information (PHI) which includes information about your health condition and the care and treatment you receive from us. The creation of a record detailing the care and services you receive helps this clinic to provide you with quality health care. This *Privacy Notice* details how your PHI may be used and disclosed to third parties and also details your rights regarding your PHI.

Disclosure for Treatment, Payment, and Operations Purposes

CFC may use and/or disclose your PHI for the purposes of:

(A) Treatment - In order to provide you with the health care you require, CFC will provide your PHI to those health care professionals, whether on CFC's staff or not, directly involved in your care so that they may understand your health condition and needs. For Example, another physician treating your lower back pain may need to know the results of your latest physician examination by this office.

(C) Health Care Operations - In order for our office to operate in accordance with applicable law and insurance requirements and in order for CFC to continue to provide quality and efficient care, it may be necessary for us to compile, use, and/or disclose your PHI. For example, Clayton Family Chiropractic (CFC) may use your PHI in order to evaluate the performance of the Practice's personnel in providing care to you.

NO CONSENT REQUIRED

CFC may use and /or disclose your PHI without a written Consent from you in the following instances:

(a) De-identified Information - Information that does not identify you and, even without your name, cannot be used to identify you.

(b) Business Associate - To a business associate if CFC obtains satisfactory written assurance, in accordance with applicable law, that the business associate will appropriately safeguard your PHI. A business associate is an entity that assists us in undertaking some essential function, such as a billing company that assists the office in submitting claims for payment to insurance companies or other payers.

(c) Personal Representative - To a person who, under applicable law, has the authority to represent you in making decisions related to your health care.

(d) Emergency Situations- For the purpose of obtaining or rendering emergency treatment to you provided that we attempt to obtain your Consent as soon as possible.

(e) Communication Barriers -if , due to substantial communication barriers or inability to communicate, we have been able to obtain your Consent and we determine, in the exercise of our professional judgement, that your Consent to receive treatment is clearly inferred from the circumstances.

(f) Public Health Activities - Such activities include, for example, information collected by a public health authority, as authorized by law, to prevent or control disease.

(g) Abuse, Neglect or Domestic Violence - To a government authority if CFC is required by law to make such disclosure. If CFC is authorized by law to make such a disclosure, it will do so if we believe that the disclosure is necessary to prevent serious harm.

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(h) Health Oversight Activities - Such activities which must be required by law, involve government agencies and may include, for example, criminal investigations, disciplinary actions, or general oversight activities relating to the community's health care system.

(i) Judicial and Administrative Proceeding - For example, CFC may be required to disclose your PHI in response to a court order or a lawfully issued subpoena.

(j) Law Enforcement Purposes - In certain instances, your PHI may have to be disclosed to a law enforcement official. For example, your PHI may be the subject of a grand jury subpoena. Or, we may disclose your PHI if we believe that your death was the result of criminal conduct.

(k) Coroner or Medical Examiner - CFC may disclose your PHI to a coroner or a medical examiner for the purpose of identifying you or determining your cause of death.

(l) Workers' Compensation - If you are involved in a Workers' Compensation claim, CFC may be required to disclose your PHI to an individual or entity that is part of the Workers' Compensation system.

APPOINTMENT REMINDERS

Clayton Family Chiropractic may, from time to time, contact you to provide information about treatment alternatives or other health-related benefits and services that may be of interest to you. CFC may call you by telephone as an appointment reminder, or leave a message on your answering machine or with the individual answering the phone. CFC may also send you birthday cards or information pertinent to your condition, new research, or treatment options to the address provided by you for that purpose.

MEDICARE (ABN) / PAIN ASSESSMENTS

CFC maintains Pain Assessments and Medicare ABN (Advanced Beneficiary Notice) for individuals seeking care and treatment in the office. These sheets are located in a position where staff can readily see who is seeking care in the office, as well as the individual's location within CFC's office. This information may be seen by, and is accessible to, others who are seeking care or services in CFC.

FAMILY FRIENDS

Clayton Family Chiropractic may disclose to your family member, or relative, a close personal friend or another person identified by you, your PHI directly relevant to such person's involvement with your care or the payment for your care. We may also use or disclose your PHI to notify or assist in the notification (including identifying or locating) a family member, a personal representative, or another person responsible for your care, of your location, general condition or death. However, in both cases, the following conditions will apply:

(a) If you are present at or prior to the use or disclosure of your PHI, we may use or disclose your PHI if you agree, or if we can reasonably infer from the circumstances, based on the exercise of professional judgment, that you do not object to the use or disclosure.

(b) If you are not present, we will, in the exercise of professional judgment, determine whether the use or disclosure is in your best interests and, if so, disclose only the PHI that is directly relevant to the person's involvement with your care.

AUTHORIZATION

Uses and / or disclosures, other than those described above, will be made only with your written Authorization.

You have the right to:

(a) Revoke any Authorization and/or Consent in writing at any time. To request a revocation, you must submit a written request to Dr. Richard Vail or to any of Clayton Family Chiropractic's staff members, or

(b) Request restrictions on certain use and/or disclosure of your PHI as provided by law. However, CFC is not obligated to any restrictions. To request restrictions, you must submit a written request to any CFC staff member. In your written request, you must inform CFC of what information you want to limit, whether you want to limit CFC use or disclosure, or both and to whom you want the limits to apply. If CFC agrees to your request, we will comply with your request unless the information needed in order to provide you with emergency treatment.

(c) Receive confidential communications or PHI by alternative means or at alternative locations. You must make your request in writing to Dr. Richard Vail, or any of CFC's staff members. CFC will accommodate all reasonable request.

(d) Inspect and copy your PHI as provided by law. To inspect and copy your PHI, you must submit a written request to Dr. Richard Vail or any CFC staff members. CFC can charge you a fee for the cost of copying, mailing or other supplies associated with your request. In certain situations that are defined by law, CFC may deny your request, but you will have the right to have the denial reviewed as set forth more fully in the written denial notice.

(e) Amend your PHI as provided by law. To request an amendment, you must submit a written request to Dr. Vail. You must provide a reason that supports your request. CFC may deny your request if it is not in writing. If you do not provide a reason in support of your request, if the information to be amended was not created by Clayton Family Chiropractic (unless the individual or entity that created the information is no longer available if the information is not part of your PHI maintained by Clayton Family Chiropractic, if the information is not part of the information you would be permitted to inspect and copy, and / or if the information is accurate and complete. If you disagree with CFC's denial, you will have the right to submit a written statement of disagreement.

(f) Receive an accounting of disclosures of your PHI as provided by law. To request an accounting, you must submit a written request to Dr. Vail or any Clayton Family Chiropractic staff member. The request must state a time period which may not be longer than six (6) years and may not include dates before April 14, 2003. The request should indicate in what form you want the list (such as a paper or electronic copy). The first list you request within a twelve (12) month period will be free, but Clayton Family Chiropractic may charge for the cost of providing additional lists. Clayton Family Chiropractic will notify you of the costs involved and you can decide to withdraw or modify your request before any costs are incurred.

(g) Receive a paper copy of this Privacy Notice from Clayton Family Chiropractic upon request to Dr. Richard Vail or any Clayton Family Chiropractic staff member.

(h) Complain to Dr. Vail or to the Secretary of HHS if you believe your privacy rights have been violated. To file a complaint with Clayton Family Chiropractic, you must contact Dr. Vail. All complaints must be in writing.

(i) To obtain more information on, or have your questions about your rights answered, you may contact Dr. Vail at 706-782-2512.

CLAYTON FAMILY CHIROPRACTIC REQUIREMENTS

CFC:

(a) Is required by federal law to maintain te privacy of your PHI and to provide you with this Privacy Notice detailing our legal duties and privacy practices with respect to your PHI.

(b) Is required to maintain a higher level of confidentiality with respect to certain portions of your medical information that is provided for you under federal law where state and federal laws conflict and where state law is more stringent in the area of privacy.

(c) Is required to abide by the terms of this Privacy Notice.

(d) Reserves the right to change the terms of this Privacy Notice and to make the new Privacy Notice provisions effective for all of your PHI that it maintains.

(e) Will distribute any revised Privacy Notice to you prior to implementation.

(f) Will not retaliate against you for filing a complaint

EFFECTIVE DATE

This Notice is in effect as of ____ / ____ / ____

PATIENT SIGNATURE

Richard H. Vail AT, BS, DC, D Hom
Owner