

# NuSpine Terms of Service

**As used in these documents (collectively, the “NuSpine Terms of Service”), the terms “we,” “our,” and/or “us” refers to the legal owner and operator of the NuSpine Chiropractic location where you are receiving services (“NuSpine”). The terms “you”, “your”, or “I” refers to the individual receiving care or his/her legal representative signing on behalf of the individual receiving care.**

## NUSPINE SERVICES

Regular lifestyle activities can create subluxations, which cause interferences in the communication from the brain through the spine and into extremities and other tissues in the body. This can cause decreased joint motion, pain, discomfort and/or an overall poor function of the body's functions. Chiropractic adjustments focus on conditions and ailments that are caused by these subluxations which can inhibit motion of the spine and other joints, poor nervous system function, and other general health disorders.

Our primary intention is to provide patients with a treatment that can assist towards better health through routine chiropractic treatment on a maintenance care program. We believe our services are most effective when our patients understand our scope and limitations.

We provide our communities with convenient, affordable treatment options through regular chiropractic care often resulting in better overall bodily function and improved joint function, which can lead to a healthier lifestyle. After evaluation by a doctor of chiropractic, including discussion with you, and when indicated according to the evaluation, your doctor may provide a chiropractic adjustment which is a targeted movement to improve motion of the body's spinal column and extremities. This is commonly referred to as an adjustment or manual manipulation. We also provide hydrotherapy through the use of hydrotherapy massage tables used to offer gentle, non-invasive massage to the back and neck areas as desired.

We do not offer to treat any disease or condition other than those ailments associated with the spine and extremities and in accordance with the scope of license for a doctor of chiropractic.

**We do not accept or bill insurance, Medicare, and/or any third party insurance carrier, plan or program for payment. You are solely responsible for the payment for services rendered to you.**

We do not have substantial diagnostic or x-ray equipment, provide invasive testing/treatment or administer other therapies such as laser, electrical muscle stimulation or ultrasound. Our treatments are limited to the reparative/preventative effects of routine care by improving joint mobility and function in the spine and extremities. In the doctor of chiropractic's professional opinion, should you need x-rays, additional diagnostic testing, or other forms of health care services, you will be referred to an appropriate provider or facility, when indicated.

We take the protection of our patient's health information seriously and provide you access to your information in the event you request. We may disclose your health information when required or permitted to do so by federal or state laws or regulations. If you have any questions about how we handle your health information you may reach out to the office administrator of your NuSpine Clinic.

## FINANCIAL RESPONSIBILITY

After the Doctor of Chiropractic has determined that chiropractic care is appropriate on a case by case basis and offered a recommendation for care, you will be presented options for payment. You understand and agree that you must pay for NuSpine care in advance. The determination to undergo care is solely your (or your legal guardian who signs below) decision .

You acknowledge, for yourself, that you are financially responsible to remit payment in full for all services provided to you. You further understand and agree that neither we nor you will submit any billing data or related claim(s) for, or on, your behalf to any private or public insurance program, including Medicare, Medicaid, TRICARE or any secondary Medicare insurance program carrier with whom you have insurance coverage.

## REFUND POLICY

You understand and agree that you may discontinue treatment at any time; however, you are responsible for the full cost of your treatment plan once you purchase a membership and have received the first treatment. Memberships may only be cancelled at the location at which it was purchased. You may request a refund within 60 days of the purchase date if you made a purchase online, or in person, and have not received any care after the purchase.

Your signature as part of the NuSpine New Patient Form intake process indicates that you have read and fully understand the above statements and agree to make payments to NuSpine in accordance with the terms set forth herein or otherwise communicated to you by NuSpine.

You acknowledge and agree that all questions have been answered to your satisfaction and you accept all chiropractic care provided to you at this location or any other clinic under NuSpine Chiropractic trade name based upon these guidelines.

## NuSpine Terms of Service

If services will be performed or provided to a minor child or other individual under guardianship or conservatorship, by clicking Finish on the NuSpine New Patient Form intake process I represent and affirm that I am the guardian, conservator or other legal representative of the individual with the rights and responsibilities to contract on behalf of such individual for health care services and to guarantee payment for the receipt of such services from NuSpine. I agree to make payment to NuSpine for the services rendered to such individual. I have read and fully understand the above statements and hereby grant permission for the identified patient to receive chiropractic care.

### **OPERATION BY FRANCHISEE**

I understand that this and any other NuSpine location where I receive services is operated by a franchisee of NuSpine Franchise Systems, LLC. I understand and acknowledge that NuSpine Franchise Systems, LLC does not provide or perform medical or chiropractic services and is not responsible for the care rendered by the doctor of chiropractic or his/her designees at this or any NuSpine Location. I hereby release NuSpine Franchise Systems, LLC (or its successor), its owners, members, managers, officers, directors and employees of, and waive, any claims, losses, damages, or liability related to the chiropractic care or other healthcare services that I receive at any NuSpine Location.

## NuSpine Terms of Service

As used in these documents, the terms “we,” “our,” and/or “us” refers to the legal owner and operator of this NuSpine Chiropractic location.

### NUSPINE SERVICES

When a Medicare Eligible Patient seeks chiropractic health care here, it is necessary for the patient to understand the service we provide.

Regular lifestyle activities can create subluxations, which cause inferences in the communication from the brain through the spine and into extremities and other tissues in the body. This can cause decreased joint motion, pain, discomfort and/or an overall poor function of the body's functions. Chiropractic adjustments focus on conditions and ailments that are caused by these subluxations which can inhibit motion of the spine and other joints, poor nervous system function, and other general health disorders.

Our primary intention is to provide patients with a treatment that can assist towards better health through routine chiropractic treatment on a maintenance care program. We believe our services are most effective when our patients understand our scope and limitations.

We provide our communities with convenient, affordable treatment options through regular chiropractic care often resulting in better overall bodily function, improved joint function, and a healthier lifestyle. We provide a chiropractic adjustment which is a targeted movement where and when indicated by licensed doctors of chiropractic to improve motion of the body's spinal column and extremities. This is commonly referred to as an/ adjustment or manual manipulation.

We provide hydrotherapy through the use of hydrotherapy massage tables used to offer gentle, non-invasive massage to the back and neck areas as desired.

We do not offer to treat any disease or condition other than those ailments associated with the spine and extremities. We do not accept or bill insurance, Medicare, and/or any third party carrier for payment. We do not have substantial diagnostic or x-ray equipment, provide invasive testing/treatment or administer other therapies such as laser, electrical muscle stimulation or ultrasound. Our treatments are limited to the reparative/preventative effects of routine care by improving joint mobility and function in the spine and extremities. In the doctor's professional opinion, should any of our patients need x-rays, additional diagnostic testing, or other forms of health care services, they will be referred to an appropriate provider or facility, when indicated.

### FINANCIAL RESPONSIBILITY

After the Doctor of Chiropractic has determined that chiropractic care is appropriate on a case by case basis and offered a recommendation for care, the patients are presented options for payment which the purchase is at their (or their legal guardian's) discretion. .

All patients acknowledge that they are financially responsible to remit payment in full for all services provided to them. All patients further understand and agree that we will not submit any billing data or related claim(s) for, or on, their behalf to any private insurance program, Medicare or any Secondary Medicare Insurance Program carrier with whom they have insurance coverage, unless otherwise required by applicable law.

I, (print name) have read and fully understand the above statements.

All questions have been answered to my satisfaction and I accept all chiropractic care provided to me at this location or any other clinic under NuSpine Chiropractic trade name based upon these guidelines.

Signature:

Date:

### CONSENT TO EVALUATE AND TREAT A MINOR CHILD

I, (print name) have read and fully understand the above statements.

I have read and fully understand the terms of acceptance and hereby grant permission for my child(ren) to receive chiropractic care.

Signature:

Date:

# NuSpine Terms of Service

## INFORMED CONSENT TO CHIROPRACTIC CARE

We provide a chiropractic adjustment which is a targeted movement where and when indicated by licensed doctors of chiropractic to improve motion of the body's spinal column and extremities. This is commonly referred to as an adjustment or manual manipulation.

Chiropractic treatment, including spinal adjustment, has been the subject of government reports and multi-disciplinary studies conducted over many years and has been demonstrated to be an effective treatment for many neck and back conditions involving pain, numbness, muscle spasm, loss of mobility, headaches and other similar symptoms. Routine chiropractic treatment can result in better function, improved joint motion, and a healthier, more active lifestyle.

However, there are some risks associated with chiropractic adjustments, including, but not limited to the possibility of sprains, dislocations, and fractures. While rare, some patients may experience short term aggravation of symptoms, rib fractures or muscle and ligament strains or sprains as a result of manual therapy techniques. There are reported cases of stroke associated with neck movements including adjustments of the upper cervical spine. Current medical and scientific evidence does not establish a definite cause and effect relationship between upper cervical spine adjustment and the occurrence of stroke. Furthermore, the apparent association is noted very infrequently. However, you are being warned of this possible association because a stroke may cause serious neurological impairment and result in injuries including paralysis. There are reported cases of disc injuries following cervical and lumbar spinal adjustments or chiropractic treatment.

The risk of injuries or complications from chiropractic treatments are substantially lower than that associated with many medical or other treatments, medications, and surgical procedures given for the same treatments.

Common alternatives to adjustments and manipulations include medications, physical therapy, other medical treatments and surgery provided by physicians and surgeons.

By signing this Informed Consent, I acknowledge that I have discussed, or have had the opportunity to discuss, with my Doctor of Chiropractic the nature and purpose of chiropractic treatment in general and my treatment in particular (including spinal adjustments), the benefits, risks and alternatives to chiropractic treatment.

I consent to the chiropractic treatments offered or recommended to me by my Doctor of Chiropractic, including spinal adjustments. I intend this consent to apply to all my present and future chiropractic care received from NuSpine.

I understand and am informed that some risks are associated with chiropractic adjustments, including, but not limited to, sprains, dislocations, fractures, disc injuries, strokes and paralysis.

Printed Name:

Patient or Legal Guardian Signature:

Date:

**This notice describes how PHI about you may be used and disclosed by us, any NuSpine Chiropractic clinic, and NuSpine Franchise Systems, LLC and how you can get access to this information.**

If you have any questions about this Notice, please contact your local NuSpine Chiropractic.

## NuSpine Terms of Service

We, all NuSpine Chiropractic clinics, NuSpine Franchise Systems, LLC, all Doctors of Chiropractic who provide services to you at any NuSpine Chiropractic clinic, and all employees and subcontractors of all NuSpine Chiropractic clinics and NuSpine Franchise Systems LLC agree to follow the terms of this notice.

We know that PHI about you and your health is personal and we are committed to protecting it. When you receive chiropractic treatment at NuSpine we keep record of that treatment and it contains your treatment plan, your history and exam findings, any previous records you've provided to us, and billing records. Keeping this record allows us to keep a basis for planning your treatment, allows us to communicate your records to other NuSpine Chiropractic clinic doctors and staff, the doctors and staff of other clinics operating under NuSpine Chiropractic name, NuSpine Franchise Systems, LLC and your other health care providers, if any, that you wish us to share them with and finally it serves as a resource for assessing and improving the care you get at NuSpine.

This Notice tells you how we may use and disclose your Protected Health Information (PHI) and describes your rights and our obligations regarding the use and disclosure of your PHI.

### OUR RESPONSIBILITIES

The categories described below are the ways that we might use your PHI. The examples provided are meant to simply guide your understanding and are not a list of every and all possible uses.

**For Payment.** We will use and disclose PHI about you so that payment for the treatment you receive may be collected from you.

**For Health Care Procedures.** We may use and disclose your PHI to assist our office procedures. In order for us to provide quality care to all patients, occasionally we use and disclose your PHI to assist our operations. For instance, your PHI may be used to improve our staff's ability to provide a better experience to you and other patients. Additionally, our services are often delivered in an open space with limited partitions between treatment bays. While we attempt to keep PHI confidential, it is possible others in the space could overhear some of your PHI. If you prefer to speak with the doctor more privately, you can notify our staff and they will provide the space to speak more privately. Any NuSpine clinic that chooses to utilize cameras or recording devices will be done so according to the local laws and regulations, as well as provide notice of the practice.

**For Treatment.** We will use and disclose your PHI to provide chiropractic services here, or at whichever NuSpine clinic you seek care. For example, we may share your information with your primary care physician or other specialists upon request.

**For Contacting You.** We might use your personal information such as your phone number, email, name, street address, and even PHI to contact you with notification such as; office alerts, holiday information, billing information, treatment notes, and other related information. The methods of contact could be via text SMS message, email, mass email, phone call, fax, and/or voicemail.

**As Required by Law.** We will disclose your PHI when required to do so by federal or state laws or regulations.

**Lawsuits and Disputes.** If you are involved in certain lawsuits or administrative disputes, we may disclose your PHI in response to a court or administrative order.

**Law Enforcement.** We may release PHI if asked to do so by a law enforcement official in response to a court order or subpoena.

**Electronic Disclosure.** We may use and disclose your PHI electronically. For example, your PHI is maintained on an electronic health record. If another provider requests a copy of your medical record for treatment purposes, we may forward such record electronically.

### YOUR RIGHTS REGARDING YOUR PHI

## **NuSpine Terms of Service**

In regards to your PHI, you have the following rights:

1. **Right to Inspect and Copy.** You have the right to view and have copies of the PHI that is used to determine care. You are required to execute your request in writing to us. If you have questions about how to gain access to your records, contact our staff.
2. **Right to Amend.** You have the right to ask us to amend your PHI if it is found to be incorrect. Again, this request must be made to us in writing and you're able to do so for the extent of our or NuSpine Franchise Systems, Inc.'s possession of them. We retain the right to deny your request if you ask us to amend information that is accurate and complete.
3. **Right to Request Restrictions.** You have the right to request a restriction on the PHI that we, other NuSpine clinics, or NuSpine Franchise Systems, Inc. possess or uses to other parties involved in your care. We, any NuSpine clinic or NuSpine Franchise Systems, Inc., are not required to agree to your request. Should any of us agree to your request, we will comply with your request unless the information is needed to provide you emergency treatment. To request restrictions you must make your request in writing.

## NuSpine Terms of Service

This clinic is owned and operated by a franchisee business and managed by NuSpine Franchise Systems, LLC.

4. Right to Revoke an Authorization. There are certain types of uses or disclosures that require your authorization. Should you revoke your authorization to use or disclose your PHI in any way, we will comply for the point of request forward.
5. Right to Receive a Copy of this Document. You have a right to obtain a paper copy of this document upon request.

We hold the right to update our practices and to implement any changes to all PHI in possession. In the event that we update or change our practices, we will notify the updated Notice of Privacy Practices in our NuSpine Clinics and our online platforms, such as our website.

By checking the box and signing electronically, I understand and agree to the patient privacy notice that was presented to me. I also acknowledge that a copy will be made available if I request one.

Printed Name:

Patient or Legal Guardian Signature:

Date: