Please COMPLETELY fill out all forms and return them to our office before your first appointment, or bring them with you when you come in.

Having the forms <u>completely</u> filled out when you arrive will save you time, so your healing process can begin right away.

Thank You!
MOUNTAIN CHIROPRACTIC

# MOUNTAIN CHIROPRACTIC, PC 1933 E. Main Street Cortez, Colorado 81321

Today's Date:	

PLEASE PRINT				
	Middle Initial:	.ast ·	S	S#·
Name First:Mailing Address:		Physical	Address:	JII ·
Mailing Address: City. State, Zip Code		(If differ	ent)	
Email address:		(II dill'or		
Birth Date://	Age: Sex (circle	). M F C	urrently Pregnant (	Circle): Ves No
Home Phone #	Work Phone #	). 111 1 0	Mobile #:	Chelej. 165 140
Home Phone #:	WORKTHORE #: _	Type of Wo	ork/Duties:	
Name of Spouse:	(Circle One)	Married S	Single Divorced	Widowed Separated
Number of Children:	(entire one)	ivianica E	mgre Divorced	widowed Separated
Emergency contact (name & nur	nber)·			
Who referred you to our office	?		THE TOWNS CO.	
How will you be paying your b		1		
CASH CHECK CREDI			PENSATION A	UTO ACCIDENT
Health Insurance Company:		Policy	#:	
(We will need a copy of your ins				
	//			
Indicate where your symptoms	are worse, using a sc	ale 0-10 with	1 being mild and	10 being the worst
STRUCTURAL (Rate using				
have had significant problems				
Headache			Back Pain	11 TOO TM 144 1
Jaw Pain				or tingling from the low
Dizziness		back to the:		inging nom the low
Neck Pain				Rt I t
Upper Back Pain (between	en shoulders)		Upper Leg	Rt Lt Rt Lt
Radiation of neck/upper-back p	*		Lower Leg	$-\frac{Rt}{Rt} - \frac{Lt}{It}$
tingling to:	ann namonoso ana or		Foot	$-\frac{Rt}{Rt}-\frac{Lt}{It}$
Upper Arm	Rt Lt		Socket Pain	Rt Lt Lt Lt
Elbow Pain	$-\frac{Rt}{Rt} - \frac{Lt}{Lt}$		e Pain	Rt Lt
Hands	Rt It		_	Rt Lt
Mid Back Pain		Foot	t Pain	$\frac{Rt}{Rt}$ $\frac{Lt}{Lt}$
Rib Pain			_	Kt Lt
Shoulder Socket Pain	Rt I t			
Elbow Pain				
Wrist or Hand Pain	Rt Lt			
Wilst of Halla I alli	Kt Dt			
	*****			
CURRENT HEALTH CONDI	TION (Please fill out a	s completely	as nossible).	
Main health complaint that brough	`		as possible).	
Other doctors seen for this condi	tion (circle one): Ves	No Name	es if ves:	
List date this condition began (or				
Drief history of significant injury	" (weer and type of injur	mis, or years		
Brief history of significant injury	(year and type or injur	y)NOII		
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				TATAL AND A SECOND A SECOND AND A SECOND A SECOND AND A SECOND
	<del></del>			A CONTRACTOR AND CONT
	Market Control		THE PARTY NAMED IN	

Previous chiropractic care? Yes No Have you been treated in this office before? Yes No Chiropractor's name and approximate date of last visit:
Your Height:feetinches Your weight:lbs.
Rate your overall Health: excellentvery goodgoodfairpoor  Reculor eversion you performsetropyonetoldlight
Regular exercise you perform:strenuousmoderatelightnone
CIRCLE if your parents or siblings have a history of; rheumatoid arthritis, diabetes, cancer, lupus, Amyotrophic Lateral Sclerosis, heart problems. Any other chronic or serious disease? Please List:
CONDITIONS OR ILLNESSES
CIRCLE the condition you HAVE NOW and/or CHECK if you HAVE HAD IN THE PAST:  Chronic Sinusitis past High Blood Pressure past Heart Attack past Chest Pains past Stroke _ past Angina past Kidney Stones past Kidney Disorders past Bladder infection now past Painful urination past Loss of bladder control past Prostate problems past Abnormal weight change past Loss of appetite past Abdominal pain past Ulcer past Hepatitis past Liver/Gall bladder problems past General fatigue past Muscular un coordination past Visual disturbances past Dizziness past Diabetes past Excessive thirst past Frequent Urination past Smoking/tobacco use past Drug/alcoholdependency past Allergies past Depression past SLE past Epilepsy past Dermatitis past HIV/AIDS past Birth control past
Bone Fractures (list and date):
List of Medications you now take:
List of Supplements you now take:
List and date any Hospitalization and or Surgeries:
Is there anything else that might affect your health that you think the doctor should know about?
*Patient Signature:
Parent or Gardian Signature:
PAYMENT IS DUE WHEN SERVICES ARE RENDERED. WE DO NOT EXTEND CREDIT.  There will be a \$10 billing for each month for delinquent accounts. Detient is recognible for any attention.
There will be a \$10 billing fee each month for delinquent accounts. Patient is responsible for any attorney
or collection agency fees accrued during any collection of delinquent accounts. Any billing of insurance
companies (or any third party) is done as a courtesy for our patients, the patient (or legal guardian) is ultimately responsible for full payment of services rendered.
FOR PATIENTS UNDER AGE 18 (Please fill in the information concerning responsible party)
Name of Parent/Guardian: Place of Employment
Name of Parent/Guardian:  Phone#:  Drivers License #:  Address:  Place of Employment  Mobile#:  State:  State:  State:  State:  State:  State:  Zip code:
Drivers License #: State: SS#:
Address: State: Zip code:

# **EHR Certification – Patient Information**

**Dear Patient:** The US government is now requiring that we supply them with the following information:

	PATIE	NT DEMO	OGRA	PHICS	:		
	Staff: (To be ent	ered in EZnote.	s through	"Edit Patie	ent Info")		
Name: (Print clearly	/)			Tod	ay's Date:		
Date of Birth:							
Ethnicity: (Please circle) Race: (Please circle)							
			W	hite	American Alaskan	-	Asian
Hispanic or Latino	Not Hispani Latino	c or	Black/African American		Native Ha		Two or more
Preferred Language: (Please circle)							
English	Spanish	Frenc	h	Ge	rman	lta	lian
Mandarin	Cantonese	Tagalo	g	Jap	anese	Other_	
What is your preferred method of contact?  Phone Number: Home Work Cell							
				ionic	VVOI1		Cell
Phone Call:	Text Message	e:					
E-Mail:							
Mailing Address:							

OFFICE US Vitals: In EZnotes	s, complete by 1)	Going to "Exam" scree "Select by region"	en		
	3)	Then select "Vitals"			
Blood Pressure	e:/	Height: _		_ Weight:	
Smoking Statu	s: Smokes ever	y day   Smokes s	ome days F	ormer Smoker	Never Smoked
	<u>P</u>	RESCRIBED	MEDICINE	<u>:S</u>	
	Ch	eck here if not tak	ing any medicatio	ons:	
<b>Medication:</b> i.e. Lipitor	# of MD refills issued:	Quantity of Pills:	Strength: i.e. 10 mg	Dose Form: i.e. Capsule	MD's instruction: i.e. 1 per day
Check here if you do not have any medical allergies:  Name of Drug: i.e. penicillin  Symptom: i.e. headache				ache	
Have you been	diagnosed with  Asthm	either of the foll	owing: (Please o		
	Astiiii	a:	Diabel	iesi	
I would like to	electronically ha	ve access to my	health informat	ion: (Please initial box)	
OFFICE US					
Timely access: In	n EZnotes, complete	by 1) Going to "Edi 3) Select "Asked	t Patient" section for I <i>Timely Access</i> "	this patient	Completed
<b>Medications</b> : In E	Znotes, complete by		t Patient" atient's Data"		
Entered into EZnotes by (name): Date & Time: Completed				Completed	

# OFFICE POLICIES & PROCEDURES AGREEMENT MOUNTAIN CHIROPRACTIC, P.C. 1933 E. Main Street, Cortez, CO 81321 (970) 565-4800

## FINANCIAL ARRANGEMENTS AND POLICIES

I understand and agree that health and accident policies are an arrangement between an insurance company carrier and me. Furthermore, I understand that this office will prepare any necessary reports and forms to assist me in making collection from the insurance company and that any amount authorized to be paid directly to this office will be credited to my account upon receipt. However, I clearly understand and agree that all services rendered to me are charged directly to me and that I am personally responsible for payment. I also understand that if I suspend or terminate my care and treatment, any fees for professional services rendered me will be immediately due and payable. I also understand that on unpaid balances, I will keep in regular contact with this office regarding the status of 3<sup>rd</sup> party reimbursement and/or settlement of this claim.

## **INSURANCE BILLING/PAYMENT**

Patients are ultimately fully responsible for products purchased and services provided by our office. Our office is a participating provider with a number of insurance companies. For your convenience, our office will make an effort to verify your insurance benefits. However, ultimately it is the patient's responsibility to determine benefits. Your insurance company makes the final determination of insurance benefits when they consider the claim. It is understood that despite our best efforts to provide you with a financial estimate of the cost of care, times arise where insurance companies do not reimburse what was originally quoted. Patients are fully responsible for payment of products and services not authorized or covered by their insurance company. It a referral is required but not provided at the time of your visit, full payment is expected at the time of service.

## PAYMENT ARRANGEMENTS

We understand that occasions arise when it may be necessary for you to request to be billed rather than pay at the time of service. This may include setting up a payment plan for those who may require extensive treatment. Payment is due within 30 days of the service rendered. Bills that are delinquent more than sixty (60) days or failure to comply with the above described terms of communication regarding 3<sup>rd</sup> party payment, will be transferred to an outside collection agency unless prior arrangements have been made. Patients will be responsible for collection and attorney's fees for all such disputed. If there are legitimate problems, please discuss them prior to the sixty days so we may find a workable solution.

#### INFORMED CONSENT TO CHIROPRACTIC CARE

I request and consent to the performance of chiropractic examination, adjustment/manipulation and any and all other chiropractic procedures permitted by our State law, including medical records review, various modes of physiotherapy and necessary diagnostic e-rays on myself (or on the patient named below, for whom I am legally responsible) by any of the treating doctors of chiropractic on staff and/or any licensed chiropractor deemed appropriate by the office. I understand that results of treatment are not guaranteed. I further understand and am informed that, as in the practice of medicine, in the practice of chiropractic there are risks associated with treatment, although rare, including, but not limited to, fracture, disc injuries, strokes, dislocations, strains, and worsening of symptoms. I do not expect the doctor to be able to anticipate and explain all risks and complications, and I wish to rely on the doctor to exercise judgment during the course of the procedure which the doctor feels at the time, based on the facts then known, is in my best interest. This consent from covers the entire course of treatment for my present condition and for any future condition(s) for which I seek treatment.

HIPPA – I have been given a copy of the Mountain Chiropractic, P.C. Patient Privacy statement.

## RECORDS RELEASE AUTHORIZATION

I herby grant permission for Mountain Chiropractic, P.C. to release any information pertaining to diagnosis and treatment of myself and care in this and other offices to my primary care physician, or to any other physician or therapist whom I am currently or have previously been under their care. In accordance with all stated above, I herby understand and agree to the above stated office policies.

PRINT Patient's Name:	
SIGNATURE of Patient:	Date:
SIGNATURE of Parent or Guardian:	Date:
WITNESS:	Date:

Mountain Chiropractic, P.C. 1944 E. Main Street Cortez, CO 81321 (970) 565-4800

# Consent for Purposes of Treatment, Payment and Health Care Operations

I consent to the use of disclosure of my protected health information by Mountain Chiropractic, P.C. For the purpose of diagnosing or providing treatment to me, obtaining payment for my health care bills or to conduct health care operations of Mountain Chiropractic, P.C.

I under that diagnosis or treatment of me by Mountain Chiropractic, P.C. Is not required to agree to the restrictions that I may request. However, if Mountain Chiropractic, P.C. Agrees to a restriction that I request. The restriction is binding on me and Mountain Chiropractic, P.C.

I have the right to revoke this consent, in writing, at any time, except to the extent that Mountain Chiropractic, P.C. Or I have taken action in reliance on the consent.

My "protected health information" means health information, including my demographic information collected from me and created or received by my physician, another health care provider, a health plan, my employer or a health care clearinghouse. This protected health information related to my past, present or future physical or mental health or condition and identifies me, or there is a reasonable basis to believe this information may identify me.

I understand I have a right to review Mountain Chiropractic, P.C.'s Notice of Privacy Practices prior to signing this document.

Mountain Chiropractic, P.C.'s Notice of Privacy practices has been provided to me.

The Notice of Privacy Practices describes the types of uses and disclosures of my protected health information that will occur in my treatment payment of my bills or in the performance of health care operations of the Mountain Chiropractic. P.C.

The Notice of Privacy Practices for Mountain Chiropractic, P.C. Is provided at 1933 E. Main Street, Cortez, CO 81321.

The Notice of privacy practices also describes my rights and the duties of Mountain Chiropractic, P.C. With respect to my protected health information.

Mountain Chiropractic, P.C. Reserves the right to change the privacy practices that are described in the Notice of Privacy Practices.

I may obtain a revised notice of privacy practices by calling the office and requesting a revised copy to be sent in the mail or asking for one at the time of my next appointment.

Signature of Patient or Personal Representative	
Name of Patient or personal Representative	
Description of Personal Representative's Authority	Date

# MOUNTAIN CHIROPRACTIC, P.C. MICHAEL R. TREINEN, D.C.

Effective September 23, 2013 the Federal government requires enactment of new HIPAA regulations to which all medical providers must comply, or be faced with prosecution and penalties ranging from \$100 to \$50,000 per violation, and fines can reach up to \$1,500,000 per year.

All new patients must review and sign the "Notice of Privacy Practices" in the following pages.

# **Notice of Privacy Practices**

(970) 565-4800 • FAX (970) 565-0821

Effective September 22, 2013

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.

The Practice (the "Practice"), in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, (the "Privacy Rule") and applicable state law, is committed to protecting the privacy of your protected health information ("PHI"). PHI includes information about your health condition and the care and treatment you receive from the Practice. The Practice understands that information about your health is personal. This Notice explains how your PHI may be used and disclosed to third parties. This Notice also details your rights regarding your PHI. The Practice is required by law to maintain the privacy of your PHI and to provide you with this Privacy Notice detailing the Practice's legal duties and practices with respect to your PHI. The Practice is also required by law to abide by the terms of this Notice.

# HOW THE PRACTICE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

The Practice, in accordance with this Notice and without asking for your express consent or authorization, may use and disclose your PHI for the purposes of:

For Treatment – We may use your PHI to provide you with treatment. We may disclose your PHI to doctors, nurses, technicians, clinicians, medical students, hospitals and other health facilities involved in or consulting in your care. We may also disclose information about you to people outside the practice, such as other health care providers involved in providing treatment to you, and to people who may be involved in your care, such as family members, clergy, or others we use to provide services that are part of your care. If we refer you to another health care provider, we would, as part of the referral process share PHI information about you. For example, if you were referred to a specialist, we would contact the doctor's office and provide such information about you to them so that they could provide services to you.

For Payment – We may use and disclose your PHI so we can be paid for the services we provide to you. For example, we may need to give your insurance company information about the health care services we provided to you so your insurance company will pay us for those services or reimburse you for amounts you have paid. We also may need to provide your insurance company or a government program, such as Medicare or Medicaid, with information about your condition and the health care you need to receive prior approval or to determine whether your plan will cover the services.

For Health Care Operations — We may use and disclose your PHI for our own health care operations and the operations of other individuals or organizations involved in providing your care. This is necessary for us to operate and to make sure that our patients receive quality health care. For example, we may use information about you to review the services we provide and the performance of our employees in caring for you.

# OTHER USE & DISCLOSURES THAT ARE REQUIRED OR PERMITTED BY LAW

The Practice may also use and disclose your PHI without your consent or authorization in the following instances:

<u>Appointment Reminders</u> -We may use and disclose your PHI to remind you by telephone or mail about appointments you have with us, annual exams, or to follow up on missed or cancelled appointments.

Individuals Involved in Your Care or Payment for Your Care — We may disclose to a family member, other relative, a close friend, or any other person identified by you. Certain limited PHI that is directly related to that person's involvement with your care or payment for your care. We may use or disclose your PHI to notify those persons of your location or general condition. This includes in the event of your death unless you have specifically instructed us otherwise. If you are unable to specifically agree or object, we may use our best judgment when communicating with your family and others.

<u>Disaster Relief -</u> We also may use or disclose your PHI to an authorized public or private entity to assist in disaster relief efforts. This will be done to coordinate information with those organizations in notifying a family member, other relative, close friend or other individual of your location and general condition.

<u>De-identified Information</u> – The Practice may use and disclose health information that may be related to your care but does not identify you and cannot be used to identify you.

<u>Business Associate</u> – The Practice may use and disclose PHI to one or more of its business associates if the Practice 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 the Practice in undertaking some essential function, such as a billing company that assists the office in submitting claims for payment to insurance companies.

<u>Personal Representative</u> – The Practice may use and disclose PHI to a person who, under applicable law, has the authority to represent you in making decisions related to your health care.

<u>Emergency Situations</u> – The Practice may use and disclose PHI for the purpose of obtaining or rendering emergency treatment to you provided that the Practice attempts to obtain your Consent as soon as possible: The Practice may also use and disclose PHI to a public or private entity authorized by law or by its charter to assist in disaster relief efforts, for the purpose of coordinating your care with such entities in an emergency situation.

<u>Public Health and Safety Activities</u> – The Practice may disclose your PHI about you for public health activities and purposes. This includes reporting information to a public health authority that is authorized by law to collect or receive the information. These activities generally include:

- To prevent or control disease, injury or disability
- To report births or deaths
- To report child, elder, or dependent adult abuse or neglect
- To report reactions to medications or problems with products
- To notify people of recalls of products they may be using
- To notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition.

If you want to request confidential communications you must do so in writing to our Practice's Privacy Officer and explain how or where you can be contacted. You do not need to give us a reason for your request. We will accommodate all reasonable requests.

<u>Right to Inspect and Copy</u> – You have the right to inspect and request copies of your information.

To inspect or copy your information, you may either complete an Authorization to Release/Obtain Information form or write a letter of request, stating the type of information to be released, the date(s) of service being requested, the purpose of the request, and whether you wish to review the record or receive copies of the requested information in your preferred format. We will abide by your request in the format you have requested, if we are able to do so. If we cannot provide your records to you in the requested format, we will attempt to provide them in an alternative format that you agree to. You may also request that your records be sent to another person that you have designated in writing. Direct this request to the Practice's Privacy Officer. You may be charged a fee for the cost of copying, mailing or other expenses related with your request.

We may deny your request to inspect and copy information in a few limited situations. If you request is denied, you may ask for our decision to be reviewed. The Practice will choose a licensed health care professional to review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of that review.

Right to Amend — If you feel that your PHI is incorrect, you have the right to ask us to amend it, for as long as the information is maintained by us. To request an amendment, you must submit your request in writing to the Practice's Privacy Officer. You must provide a reason for the amendment.

We may deny your request for an amendment if it is not in writing or does not include a reason for wanting the amendment. We also may deny your request if the information: a) was not created by us, unless the person or entity that created the information is no longer available to amend the information, b) is not part of the information maintained by the Practice, c) is not information that you would be permitted to inspect and copy or d) is accurate and complete.

If your request is granted the Practice will make the appropriate changes and inform you and others, as needed or required. If we deny your request, we will explain the denial in writing to you and explain any further steps you may wish to take.

Right to an Accounting of Disclosures – You have the right to request an accounting of disclosures. This is a list of certain disclosures we have made regarding your PHI. To request an accounting of disclosures, you must write to the Practice's Privacy Officer. Your request must state a time period for the disclosures. The time period may be for up to six years prior to the date on which you request the list, but may not include disclosures made before April 14, 2003.

There is no charge for the first list we provide to you in any 12-month period. For additional lists, we may charge you for the cost of providing the list. If there will be a charge, we will notify you of the cost in advance. You may withdraw or change your request to avoid or reduce the fee.

Certain types of disclosures are not included in such an accounting. These include disclosures made for treatment, payment or healthcare operations; disclosures made to you or for our facility directory; disclosures made with your authorization; disclosures for national security or intelligence purposes or to correctional institutions or law enforcement officials in some circumstances.

authority. We may disclose information about you to authorized federal officials for intelligence, counter-intelligence and other national security activities authorized by law.

<u>Research</u> — We may use and/or disclose your PHI for research projects that are subject to a special review process. If researchers are allowed access to information that information that identifies who you are, we will ask for your permission.

<u>Fundraising</u> – We may contact you with respect to fundraising campaigns. If you do not wish to be contacted for fundraising campaigns, please notify our Privacy Officer in writing.

#### **AUTHORIZATION**

The following uses and/or disclosures specifically require your express written permission:

<u>Marketing Purposes</u> – We will not use or disclose your PHI for marketing purposes for which we have accepted payment without your express written permission. However, we may contact you with information about products, services or treatment alternatives directly related to your treatment and care.

<u>Sale of Health Information</u> – We will not sell your PHI without your written authorization. If you do authorize such a sale, the authorization will disclose that we will receive compensation for the information that you have authorized us to sell. You have the right to revoke the authorization at any time, which will halt any future sale.

Uses and/or disclosures other than those described in this Notice will be made only with your written authorization. If you do authorize a use and/or disclosure, you have the right to revoke that authorization at any time by submitting a revocation in writing to our Privacy Officer. However, revocation cannot be retroactive and will only impact uses and/or disclosures after the date of revocation.

#### **YOUR RIGHTS**

<u>Right to Revoke Authorization</u> – You have the right to revoke any Authorization or consent you have given to the Practice, at any time. To request a revocation, you must submit a written request to the Practice's Privacy Officer.

Right to Request Restrictions – You have the right to request that we restrict the uses or disclosures of your information for treatment, payment or healthcare operations. You may also request that we limit the information we share about you with a relative or friend of yours. You also have the right to restrict disclosure of information to your commercial health insurance plan regarding services or products that you paid for in full, out-of-pocket and we will abide by that request unless we are legally obligated to do so.

We are not required to agree to any other requested restriction. If we agree, we will follow your request unless the information is needed to a) give you emergency treatment, b) report to the Department of Health and Human Services, or c) the disclosure is described in the "Uses and Disclosures That Are Required or Permitted by Law" section. To request a restriction, you must have your request in writing to the Practice's Privacy Officer. You must tell us: a) what information you want to limit, b) whether you want to limit use or disclosure or both and c) to whom you want the limits to apply. Either you or we can terminate restrictions at a later date.

<u>Right to Receive Confidential Communications</u> — You have the right to request that we communicate your PHI in a certain way or at a certain place. For example, you can ask that we only contact you by mail or at work.

<u>Victims of Abuse, Neglect or Domestic Violence</u> – We may disclose your PHI to a government authority authorized by law to receive reports of abuse, neglect, or domestic violence, if we believe an adult or child is a victim of abuse, neglect, or domestic violence. This will occur to the extent the disclosure is (a) required by law, (b) agreed to by you, (c) authorized by law and we believe the disclosure is necessary to prevent serious harm, or, (d) if you are incapacitated and certain other conditions are met, a law enforcement or other public official represents that immediate enforcement activity depends on the disclosure.

<u>Health Oversight Activities</u> — We may disclose your PHI to a health oversight agency for activities authorized by law, including audits, investigations, inspections, licensure or disciplinary actions. These and similar types of activities are necessary for appropriate oversight agencies to monitor the nation's health care system, government benefit programs, and for the enforcement of civil rights laws.

<u>Judicial and Administrative Proceedings</u> – We may disclose your PHI in response to a court or administrative order. We also may disclose information about you in response to a subpoena, discovery request, or other legal process but only if efforts have been made to tell you about the request or to obtain an order protecting the information to be disclosed.

<u>Disclosures for Law Enforcement Purposes</u> – We may disclose your PHI to law enforcement officials for these purposes:

- As required by law
- In response to a court, grand jury or administrative order, warrant or subpoena
- To identify or locate a suspect, fugitive, material witness or missing person
- About an actual or suspected victim of a crime if, under certain limited circumstances, we are unable to obtain that person's agreement
- To alert a potential victim or victims or intending harm ("duty to warn")
- To alert law enforcement officials to a death if we suspect the death may have resulted from criminal conduct
- About crimes that occur at our facilities
- To report a crime, a victim of a crime or a person who committed a crime in emergency circumstances

<u>To Avert Serious Threat to Health or Safety</u> — We will use and disclose your PHI when we have a "duty to report" under state or federal law because we believe that it is necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure would be to help prevent a threat.

<u>Coroners, Medical Examiners and Funeral Directors</u> — We may disclose your PHI to a coroner or medical examiner for purposes such as identifying a deceased person and determining cause of death. We also may disclose information to funeral directors so they can carry out their duties.

<u>Organ, Eye or Tissue Donation</u> – To facilitate organ, eye or tissue donation and transplantation, we may disclose your PHI to organizations that handle organ procurement, banking or transplantation.

<u>Workers Compensation</u> – We may disclose your PHI to the extent necessary to comply with worker's compensation and similar laws that provide benefits for work-related injuries or illness without regard to fault.

<u>Special Government Functions</u> – If you are a member of the armed forces, we may release your PHI as required by military command authorities. We may also release information about foreign military

Right to a Paper Copy of this Notice — You have the right to receive a paper copy of this Notice of Privacy Practices, even if you have agreed to receive this Notice electronically. You may request a paper copy of this Notice at any time.

Right to File a Complaint – You have the right to complain to the Practice or to the United States Secretary of Health and Human Services (as provided by the Privacy Rule) if you believe your privacy rights have been violated. To file a complaint with the Practice, you must contact the Practice's Privacy Officer. To file a complaint with the United States Secretary of Health and Human Services, you may write to: Office for Civil Rights, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Washington, DC 20201. All complaints must be in writing.

To obtain more information about your privacy rights or if you have questions about your privacy rights you may contact the Practice's Privacy Officer as follows:

Michael R Treinen, DC Mountain Chiropractic, PC 1933 East Main Street, Cortez, Colorado 81321 (970) 565-4800

We encourage your feedback and we will not retaliate against you in any way for the filing of a complaint. The Practice reserves the right to change this Notice and make the revised Notice effective for all health information that we had at the time, and any information we create or receive in the future. We will distribute any revised Notice to you prior to implementation.

I acknowledge receipt of a copy of this Notice, and my understanding and my agreement to its terms.

Patient:	_ Date:	

MOUNTAIN CHIROPRACTIC, P.C. 1933 E. Main Street Cortez, CO 81321 (970)565-4800

# ASSIGNMENT, LIEN, RELEASE & POWER OF ATTORNEY

THIS AGREEMENT, entered into this date and between called "PATIENT" and MOUNTAIN CHIROPRACTIC, P.C.

WHEREAS Patient desires to receive chiropractic services from MOUNTAIN CHIROPRACTIC, P.C. and desires to assign certain rights and benefits to MOUNTAIN CHIROPRACTIC, P.C. as consideration for MOUNTAIN CHIROPRACTIC, P.C. awaiting payment of such benefits.

Accordingly, it is herby agreed:

- A. Patient hereby authorizes MOUNTAIN CHIROPRACTIC, P.C. to furnish a full report and records regarding case history, examination, diagnosis, treatment and prognosis, x-rays, laboratory reports and the results of all tests of any type or character of patients such persons as MOUNTAIN CHIROPRACTIC, P.C. deems appropriate.
- B. Patient's assigns to MOUNTAIN CHIROPRACTIC, P.C. any and all benefits payable by Patient's insurance or health care plans(s) as a result of charges incurred by Patients for services rendered by MOUNTAIN CHIROPRACTIC, P.C. Patient also assigns to MOUNTAIN CHIROPRACTIC, P.C. any and all contractual rights Patient has against insurance company, health care benefit plan, or any other party possibly liable to Patient for payment of health care costs incurred by Patient as a result of services rendered by MOUNTAIN CHIROPRACTIC, P.C.
- C. Patient fully understands that Patient is directly and fully responsible to MOUNTAIN CHIROPRACTIC, P.C. for all bills submitted for services rendered and that this agreement is made solely for additional protection and consideration for awaiting payment. Patients further understands that such payment is not contingent on any settlement, claim, judgment or verdict which Patients may eventually recover. In the event of non-payment by any insurance company, health care benefit plan, or any other party possible liable to Patient for payment of health care costs incurred by Patient as a result of services rendered by MOUNTAIN CHIROPRACTIC, P.C. Patient agrees to be responsible for any such outstanding balance, including annual compounded interest at a rate of 8%, plus a \$10 billing fee per month and any reasonable attorney's fees and costs if required to collect payment.
- D. Patient fully understands that the lien and assignment given to MOUNTAIN CHIROPRACTIC, P.C. herein is irrevocable.
- E. By executing this agreement, Patient herby instructs and directs any attorney representing Patient to honor the above lien and assignments and make payment under the lien and assignment directly to MOUNTAIN CHIROPRACTIC, P.C. Patient directs that attorney be bound by this lien and treat it, irrevocably, as an assignment due to MOUNTAIN CHIROPRACTIC, P.C. MOUNTAIN CHIROPRACTIC, P.C. is relying upon this lien, assignment and directive to any attorney, and as a result of such reliance, MOUNTAIN CHIROPRACTIC, P.C. IS PROVIDING CARE AND TREATMENT FOR WHICH THIS LIEN, ASSIGNMENT AND DIRECTIVE PROVIDES SECURITY FOR PAYMET. *Moreover*, Patient agrees that MOUNTAIN CHIROPRACTIC, P.C. is to be viewed as a third party beneficiary of this DIRECTION TO Patient's attorney and it is

- Patient's intent to impose upon Patient's attorney as obligation to comply with the terms of this directive.
- F. Patient hereby directs all insurers and other persons possibly responsible for Patient's healthcare costs to make all payments for healthcare services rendered by MOUNTAIN CHIROPRACTIC, P.C. directly to MOUNTAIN CHIROPRACTIC, P.C.
- G. Patient agrees that in the event Patient receives any check, draft, or other payment subject to this agreement, Patient agrees to act as fiduciary agent for MOUNTAIN CHIROPRACTIC, P.C. and will immediately deliver said check, draft, or payment to MOUNTAIN CHIROPRACTIC, P.C. to be applied to Patient's debt for services rendered.
- H. Patient hereby appoints MOUNTAIN CHIROPRACTIC, P.C. as Patient's true and lawful attorney, irrevocable, and with full power of substitution, for Patient and in Patient's name, to ask, demand, sue for, collect, endorse, sign and receive proceeds from insurance, other health benefits, and third party claims relating to services rendered to Patient by MOUNTAIN CHIROPRACTIC, P.C. MOUNTAIN CHIROPRACTIC, P.C. is not obligated or compelled to exercise such powers but may do so in MOUNTAIN CHIROPRACTIC, P.C.'S sole discretion. Patient agrees to fully cooperate with MOUNTAIN CHIROPRACTIC, P.C. in collecting said amounts.
- I. MOUNTAIN CHIROPRACTIC, P.C. agrees to submit a copy of this agreement with the initial claim form(s) which MOUNTAIN CHIROPRACTIC, P.C. submits to third party payer(s) as notice to the third party payer(s) of the assignment and other agreements contained herein. At the time each claim is submitted, a copy of the claim will be stored for safekeeping in Patient's file and may be picked up by the Patient, upon reasonable request and during normal business hours, or upon written request by Patient, be mailed to designated address.
- J. Patient hereby authorized MOUNTAIN CHIROPRACTIC, P.C. to receive a complete copy of Patient's insurance policy, including any endorsements, conditions, limitations or exclusions.
- K. Patient hereby authorizes any attorney representing Patient to release original copies of ultimate settlement figures, final disbursement figures, signed insurance release form and attorney to insurance demand letter to MOUNTAIN CHIROPRACTIC, P.C.
- L. A copy of these documents shall be as binding as the document bearing the original signatures.

Date	Date
Patient Name (Printed)	Mountain Chiropractic, P.C.
Patient Signature (Guardian if Patient is under 18)	
Claim #	