

We know that going to the chiropractor may not be at the top of your “to do” list. But whether it’s been a week or 5 years since your last visit, we’re just glad you’re here.

We promise to listen to your hopes and concerns about being here and to address the issues that brought you to us in the first place. To provide care without pressure, and advice without obligation. To deliver equal doses of care and honesty, because we’re confident you’ll trust us with your spine when you know we have your best interests at heart.

We will stop at nothing to deliver an experience that is above and beyond what you thought a chiropractic clinic could be.

### **Financial Policies**

NuSpine Chiropractic is committed to giving you exceptional service and providing treatment that addresses both your short term and long term needs. We make it easier for you to get the care you need with our affordable pricing for both Members and Non- Members. This means you can feel confident that the price we offer you on our menus will be the price you pay. Your monthly loyalty is rewarded with our discounted Member pricing, however even without regular month to month treatment, our Non-Member pricing is affordable to all who need our care.

#### 1. Price Guarantee

Your chiropractor will provide you with a comprehensive treatment plan after assessing your overall health. After reviewing the treatment plan, you will be pointed to our menu to see the estimated cost of the doctor’s recommended treatment. The menu is backed by our affordable price guarantee. This means you can feel confident that the price you see on our menu will be the price you pay.

If you have any questions related to NuSpine’s affordable pricing options, we encourage you to contact your most frequented NuSpine clinic.

#### 2. Payment Policy

The following payment policies apply:

NuSpine care is entirely prepaid, meaning all care must be purchased before receiving care. All NuSpine treatment plan options are 30 day in duration and are subject to expiration exactly 30 days after the purchase date. It is the responsibility of the patient to redeem their purchased treatments

within the 30 days of their care plan. It is the responsibility of the patient to cancel their recurring treatment plan via online portal, in clinic kiosk, or verbally with a staff member.

### 3. Refund Policy

You may discontinue treatment at any time; provided, however, patients are responsible for the full cost of their treatment plan once a membership is purchased and the first treatment has been received.

Refunds are still redeemable by patients who made a purchase online, or otherwise, yet received NO care after the purchase. Refund requests must be requested within 60 days of the purchase date.

Your refund request will be handled as follows:

**Original Form of Payment:** Refunds will be processed to the original form of payment.

**Timing of Refunds:** Refunds will be issued to the form of payment within 3 business days after receipt of your refund request. If you paid by credit card, it may take up to 7 business days for the credit card company to post the payment to your account.

**How to Request a Refund:**

Contact your office and request a refund

### 4. Patient Satisfaction Inquiries

We are committed to providing you with exceptional service and care.

**THIS NOTICE DESCRIBES HOW PHI ABOUT YOU MAY BE USED AND DISCLOSED BY US, ANY NuSpine Clinic, AND NuSpine Franchise Systems, Inc. AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

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

#### **Who Is Committing to Follow This Notice of Privacy Practices?**

1. Doctors of Chiropractic who provide services to you at any NuSpine clinic; and
2. all NuSpine clinics

We believe that your Protected Health Information, as well as your health, is personal. Therefore, we are committed to protecting it. When you receive chiropractic treatment from us, at NuSpine, we record the treatment you received and any other pertinent information about the visit. This record may contain the medical history you provided, the physical exams performed, the treatment plan you're on

at the time of visit, any x-ray and test results that you provide to us, and billing record. This record is used as a:

1. Justification for recommending treatment;
2. Way to communicate with you, other NuSpine clinic doctors and staff members operating at other NuSpine clinics, NuSpine Franchise Systems, LLC and any other health care providers that you wish us to share them with; and an
3. Instrument for improving the care we provide to you.

This Privacy Practice Notice informs you of the ways in which we might use and disclose your Protected Health Information (PHI). Within you will also find a description of your rights and our obligations in regards to the use and disclosure of your PHI.

## **OUR RESPONSIBILITIES**

### **We are required by law to:**

1. Provide you with notice of our legal responsibilities and privacy policies in regards to the information we receive and maintain about you;
2. Uphold the privacy and security of your PHI;
3. Uphold the terms of this notice; and
4. Alert you if we are unable to uphold any requested restrictions.

### **How We May Use and Disclose Your PHI**

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.

1. For Payment. We will use and disclose PHI about you so that payment for the treatment you receive may be collected from you.
2. 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.

3. 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.
  4. 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.
  5. As Required by Law. We will disclose your PHI when required to do so by federal or state laws or regulations.
  6. 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.
  7. Law Enforcement. We may release PHI if asked to do so by a law enforcement official in response to a court order or subpoena.
  8. 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.
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## **YOUR RIGHTS REGARDING YOUR PHI**

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.

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 initialing 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.

Please contact your local NuSpine clinic for questions regarding privacy practices.

## **Informed Consent**

We provide adjustments or manual manipulations through the gentle application of a targeted movement where and when indicated by a licensed Doctor of Chiropractic to improve the motion of the body's spinal column and extremities.

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. In addition:

1. 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:
2. 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.
3. 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.\*