Friends & Family Benefit Package

Name________________________________ Date__________________________________

As a benefit to your friends and family we offer a **free exam and x-rays.** Please fill in the names of individuals you think may benefit from this opportunity and we will provide you with a FREE gift certificate for them. This offer is not valid for individuals with medicare or a medicare replacement plan.

Fill in names below:

____ ____

____ ____

____ ____

____ ____

____ ____

McKim Chiropractic Patient Information

Patient Name:________________________________ Date:____________ Date of Birth____________ Age_____
Address________________________________City_______________ State __________ Zip Code ___________
H. Phone ____________________W. Phone___________________ Cell Phone __________________
Email Address: _______________________________ Social Security #__________________________________
Occupation______________________________ Employer_______________________________
Sex M F Marital Status M S D W Spouse Name:____________________ Spouse DOB:____________

Health History:

Recent x-rays or MRI's: Region(s)_________________Date(s)____________ Provider(s)____________________

Previous Injuries or Traumas: ____

Past conditions:

□ Arthritis	□ CVA (stroke)	□ Headaches	□ Multiple Sclerosis	□ Shingles
□ Asthma	□ Depression	□ Heart Disease	□ Parkinson's	□ Spina Bifida
□ Cancer	□ Diabetes	□ Hepatitis	□ Pneumonia	□ Vertigo
□ Chicken Pox	□ Ear Infections	□ HIV	□ Scoliosis	□ Other________
□ Crohn's/Colitis	□ Fibromyalgia	□ High Blood Pressure	□ Seizures	□ Other________

Surgeries:

□ Appendectomy	□ Coronary Bypass	□ Hernia Repair	□ Laminectomy_____	□ Spinal Fusion
□ C-Section	□ Cosmetic	□ Hip Replacement (Lt / Rt)	□ Pacemaker	Level?______
□ Carpal Tunnel	□ Gall Bladder	□ Knee Repair (Lt / Rt)	□ Rotator Cuff(Rt /Lt)	□ Other_______

Medications:

Any over the counter meds? □ No □ Yes ____
Any prescription pain meds? □ No □ Yes ____
Any prescription muscle relaxers? □ No □ Yes ____
Any other prescription meds? □ No □ Yes ____

Social and Occupational History:

Recreational activities:__________________________ Hobbies:____________________________________

Children / ages:____

Occupation/Job Title: ____
Description of Work: ____

Do you use: Alcohol Y N ____drinks/week Tobacco Y N ____pack/day

Current Condition(s):

Unwanted Condition/Pain (Why are you here today?): ____
Have you ever received Chiropractic Care? Yes No If yes, when? _________________________

Symptom 1 ____

- On a scale from 0-10, with 10 being the worst, please circle the number that best describes the symptom right now: 0 1 2 3 4 5 6 7 8 9 10
- On a scale from 0-10, with 10 being the worst, please circle the number that best describes the worst the symptom gets: 0 1 2 3 4 5 6 7 8 9 10
- When did the symptom begin? ____
  - What makes the symptom better?___________________ Worse?_____________________
- Describe the quality of the symptom (circle all that apply):
  - Sharp, dull, achy, burning, throbbing, piercing, stabbing, deep, nagging, shooting, stinging
- Does the symptom radiate to another part of your body (circle one): yes no Where?____________

Symptom 2 ____

- On a scale from 0-10, with 10 being the worst, please circle the number that best describes the symptom right now: 0 1 2 3 4 5 6 7 8 9 10
- On a scale from 0-10, with 10 being the worst, please circle the number that best describes the worst the symptom gets: 0 1 2 3 4 5 6 7 8 9 10
- When did the symptom begin? ____
  - What makes the symptom better?___________________ Worse?_____________________
- Describe the quality of the symptom (circle all that apply):
  - Sharp, dull, achy, burning, throbbing, piercing, stabbing, deep, nagging, shooting, stinging
- Does the symptom radiate to another part of your body (circle one): yes no Where?____________

Symptom 3 ____

- On a scale from 0-10, with 10 being the worst, please circle the number that best describes the symptom right now: 0 1 2 3 4 5 6 7 8 9 10
- On a scale from 0-10, with 10 being the worst, please circle the number that best describes the worst the symptom gets: 0 1 2 3 4 5 6 7 8 9 10
- When did the symptom begin? ____
  - What makes the symptom better?___________________ Worse?_____________________
- Describe the quality of the symptom (circle all that apply):
  - Sharp, dull, achy, burning, throbbing, piercing, stabbing, deep, nagging, shooting, stinging
- Does the symptom radiate to another part of your body (circle one): yes no Where?____________

Symptom 4 ____

- On a scale from 0-10, with 10 being the worst, please circle the number that best describes the symptom right now: 0 1 2 3 4 5 6 7 8 9 10
- On a scale from 0-10, with 10 being the worst, please circle the number that best describes the worst the symptom gets: 0 1 2 3 4 5 6 7 8 9 10
- When did the symptom begin? ____
  - What makes the symptom better?___________________ Worse?_____________________
- Describe the quality of the symptom (circle all that apply):
  - Sharp, dull, achy, burning, throbbing, piercing, stabbing, deep, nagging, shooting, stinging
- Does the symptom radiate to another part of your body (circle one): yes no Where?____________

HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.
This Notice of Privacy describes how we may use and disclose your protected health information (PHI) to carry our treatment, payment or health care operations (TPO) for other purposes that are permitted or required by law. "Protected Health Information" is information about you, including demographic information that may identify you and that related to your past, present, or future physical or mental health or condition and related care services.

Use and Disclosures of Protected Health Information:
Your protected health information may be used and disclosed by your physician, our staff and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you, pay your health care bills, to support the operations of the physician's practice, and any other use required by law.

Treatment: We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party. For example, we would disclose your protected health information, as necessary, to a home health agency that provides care to you. For example, your health care information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you.

Payment: Your protected health information will be used, as needed, to obtain payment for your health care services. For example, obtaining approval for a hospital stay may require that your relevant protected health information be disclosed to the health plan to obtain approval for the hospital admission.

Healthcare Operations: We may disclose, as needed, your protected health information in order to support the business activities of your physician's practice. These activities include, but are not limited to, quality assessment activities, employee review activities, training of medical students, licensing, marketing, and fund raising activities, and conduction or arranging for other business activities. For example, we may disclose your protected health information to medical school students that see patients at our office. In addition, we may use a sign-in sheet at the registration desk where you will be asked to sign your name and indicate your physician. We may also call you by name in the waiting room when your physician is ready to see you. We may use or disclose your protected health information, as necessary, to contact you to remind you of your appointment.

We may use or disclose your protected health information in the following situations without your authorization. These situations included as required by law, public health issues, communicable diseases, health oversight, abuse or neglect, food and drug administration requirements, legal proceedings, law enforcement, coroners, funeral directors, and organ donation. Required uses and disclosures under the law, we must make disclosures to you when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of Section 164.500.
OTHER PERMITTED AND REQUIRED USES AND DISCLOSURES WILL BE MADE ONLY WITH YOUR CONSENT, AUTHORIZATION OR OPPORTUNITY TO OBJECT UNLESS REQUIRED BY LAW.

You may revoke this authorization, at any time, in writing, except to the extent that your physician or the physician's practice has taken an action in reliance on the use or disclosure indicated in the authorization.

______________________________________ __________________________
Signature of Patient or Representative Date

____
Printed Name

____
(name and relationship)_has permission to receive information regarding my records.

INFORMED CONSENT TO TREAT

I hereby request and consent to the performance of chiropractic adjustments and other chiropractic procedures, including various modes of physical therapy and diagnostic x-rays including non-surgical spinal decompression, and any supportive therapies on me (or on the patient named below, for whom I am legally responsible) by the clinic of chiropractic indicated below and/or licensed doctors of chiropractic and support staff who now or in the future treat me while employed by, working or associated with or serving as back-up for the clinic of chiropractic named below, including those working at the clinic or office listed below or any other office or clinic, whether signatories to this form or not.

I have had an opportunity to discuss with a doctor of chiropractic or other clinic personnel the nature and purpose of chiropractic adjustments and procedures. I understand that results are not guaranteed.

I understand and am informed that, as in the practice of medicine and like all other health modalities, results are not guaranteed, and there is no promise of cure. I further understand and am informed that, as in the practice of medicine, in the practice of chiropractic there are some risks to treatment, including, but not limited to, fractures, disc injuries, strokes, dislocations and sprains. 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 upon the facts then known, is in my best interests.

I fully understand that some of the care included may not be Board/Insurance/Medically recognized and may be considered new/experimental/not medically necessary/not reimbursable/not proven, etc and agree to care on those terms.

I further understand that there are treatment options available for my condition other than chiropractic procedures. These treatment options include, but not limited to, self-administered, over-the-counter analgesics and rest; medical care with prescription drugs such as anti-inflammatories, muscle relaxants and painkillers; physical therapy; steroid injections; bracing; and surgery. I understand and have been informed that I have the right to a second opinion and to secure other opinions if I have concerns as to the nature of my symptoms and treatment options.

I understand that should I discontinue care for any reason, all fees accrued for care received are based on current clinic fee schedules and are based per visit and per service received. If I pre-paid for any care, a refund may be due after the services received have been deducted from the amount paid. All refunds are paid within 30 days of the request given in writing. Any balance on my account is due and payable immediately.

I have read, or have had read to me, the above consent. I have also had an opportunity to ask questions about its content, and by signing below I agree to the above-named procedures. I intend this consent form to cover the entire course of treatment for my present condition and for any future conditions(s) for which I seek treatment.

Clinic: McKim Chiropractic

___________________________________ ________________________

Signature of Patient or Representative Date

____

Printed Name

ARBITRATION AGREEMENT

Article 1: Agreement to Arbitrate: It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by state and federal law, and not by a lawsuit or resort to court process except as state and federal law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Article 2: All Claims Must be Arbitrated: It is also understood that any dispute that does not relate to medical malpractice, including disputes as to whether or not a dispute is subject to arbitration, will also be determined by submission to binding arbitration. It is the intention of the parties that this agreement bind all parties as to all claims, including claims arising out of or relating to treatment or services provided by the health care provider including any heirs or past, present or future spouse(s) of the patient in relation to all claims, including loss of consortium. This agreement is also intended to bind any children of the patient whether born or unborn at the time of the occurrence giving rise to any claim. This agreement is intended to bind the patient and the health care provider and/or other licensed health care providers or preceptorship interns who now or in the future treat the patient while employed by, working or associated with or serving as a back-up for the health care provider, including those working at the health care provider's clinic or office or any other clinic or office whether signatories to this form or not.
All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the health care provider, and/or the health care provider's associates, association, corporation, partnership, employees, agents and estate, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress, injunctive relief, or punitive damages.

Article 3: Procedures and Applicable Law: A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days thereafter. The neutral arbitrator shall then be the sole arbitrator and shall decide the arbitration. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees, witness fees, or other expenses incurred by a party for such party's own benefit.
Either party shall have the absolute right to bifurcate the issues of liability and damage upon written request to the neutral arbitrator.
The parties consent to the intervention and joinder in this arbitration of any person or entity that would otherwise be a proper additional party in a court action, and upon such intervention and joinder, any existing court action against such additional person or entity shall be stayed pending arbitration.
The parties agree that provisions of state and federal law, where applicable, establishing the right to introduce evidence of any amount payable as a benefit to the patient to the maximum extent permitted by law, limiting the right to recover non-economic losses, and the right to have a judgment for future damages conformed to periodic payments, shall apply to disputes within this Arbitration Agreement. The parties further agree that the Commercial Arbitration Rules of the American Arbitration Association shall govern any arbitration conducted pursuant to this Arbitration Agreement.

Article 4: General Provision: All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable legal statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the health care provider within 30 days of signature and if not revoked will govern all professional services received by the patient and all other disputes between the parties.

Article 6: Retroactive Effect: If patient intends this agreement to cover services rendered before the date it is signed (for example, emergency treatment) patient should initial here. _______. Effective as of the date of first professional services.
If any provision of this Arbitration Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision. I understand that I have the right to receive a copy of this Arbitration Agreement. By my signature below, I acknowledge that I have received a copy.

NOTICE: BY SIGNING THIS CONTRACT, YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION, AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

______________________________________ ______________________________
Signature of Patient or Representative Date

____
Printed Name

______________________________________ ______________________________
Office Signature Date

____
Printed Name