Spinal Diagnostics

& Regenerative Medicine

Policies of Medical Practice and Informed Consent for Prescription of Pain Relieving Medication

Part of your treatment program may involve the prescription of analgesic (pain relieving) medications. These medications have both beneficial effects, as well as side effects, by acting on the nervous system (brain and nerves). Analgesic medications often produce very substantial relief of even the most severe pain, and can improve a patient's quality of life and ability to function normally. This is certainly your physician's most important goal for you. Side effects are usually mild and very manageable, but may include sedation, fatigue, euphoria, stimulation, confusion, poor judgment, and lack of coordination. Other side effects may include nausea or vomiting, constipation, diarrhea, dry mouth, and changes in appetite. In rare cases difficulty breathing, bleeding from the stomach or severe allergic reactions may occur. In nearly all cases the benefits of the pain medications far outweigh the risk of complications or serious side effects.

Although the majority of patients control their medications well, and follow their doctor's orders very strictly, there are some patients that are prone to harmful medication dependency or addiction. Because of this, the state and federal government carefully regulate many pain medications. This means that the use of these medications involve special responsibilities on the part of both patient and physician. This is especially true when opioid medications (narcotic medications such as codeine, morphine, and others) are prescribed. It is very important that you read and understand the following policies and procedures, and they must be followed for your pain specialist to prescribe pain medications safely and effectively.

1. **It is vital to adhere to your physician's orders on how to take your pain medication.** Never take more than the prescribed dose without first consulting your physician. Do not abruptly decrease or stop your pain medication, since "withdrawal" symptoms may occur (anxiety, insomnia, diarrhea, abdominal cramping) that in rare cases may be dangerous.
2. If your pain specialist agrees to prescribe medication, then no other physician should prescribe any medication with pain-relieving or sedative properties without your pain physician's knowledge and permission. **No emergency room visits for the purpose of receiving opioid medications (Demerol and others), especially by injection, will be allowed. You must use only one pharmacy to fill your prescriptions.**
3. It is essential that all prescriptions for pain medication be obtained from your physician at the time of an office visit scheduled by appointment (about three to five days) before you might run out of medication. Prescription of pain medication will be documented in

your chart, including type of medication, quantity, and expected refill date. **We do not refill pain medication prescribe new pain medications over the telephone, and calls for these purposes may not be returned.**

4. It is essential to plan well in advance when scheduling your follow-up appointments (at least two weeks or more). **If you run out of medication, either because of poor planning or because of taking the medication in excess of what was prescribed, you are responsible for the consequences, including poor pain control or any withdrawal symptoms.**
5. Lost, stolen, or misplaced prescriptions or medications will not be replaced. Early requests for refills will not be honored. Selling medications or sharing medication with family, friends, or any other person is illegal, punishable by law, and will not be tolerated. **You should protect and care for your medication as you would any extremely valuable possession.** Care should be taken to prevent inadvertent consumption of your medication by any other person, as this could be dangerous.
6. Many insurance policies restrict the type and quantity of medication prescribed. It is ultimately your responsibility to obtain your medications as ordered.
7. **It is important to understand that all pain-relieving medications have the potential to cause drowsiness, poor judgment, lack of coordination, impair your ability to perform certain tasks and other sedative effects.**
8. Random drug screenings will be ordered to confirm that your physician's orders are being followed. Refusal of drug testing, or having a positive drug screen for illegal substances, alcohol, or other drugs not prescribed by your pain physician, may result in immediate termination of care. Use of any illicit drugs or marijuana without a medicinal marijuana license will not be allowed.
9. Any problems with law enforcement agencies or any possession or use of firearms may be grounds for dismissal from our pain management practice.
10. We are a pain management office which provides consulting services to physicians and patients. We cannot accept primary care responsibility for any patient, and **all our patients must have a primary care physician** who is in agreement with our pain management treatments. Routine prescription refill management over the long term may ultimately become the responsibility of your primary care physician.

Your safety and long-term well-being are concerns that we take very seriously.

I have read and understood all of the above policies, and all of my questions have been answered, I agree to comply with all of the conditions for prescriptions of pain medication set forth by my doctor. I understand that failure to comply may result in immediate dismissal from my doctor's care, including immediate termination of any prescription from this office.

Patient Signature will be collected digitally in office.

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MEDICINAL MARIJUANA POLICY

The current Colorado state law regarding marijuana usage and medicinal marijuana, has caused some confusion regarding the appropriate use of marijuana in chronic pain management patients. The policy for patients under the care of Spinal Diagnostics and Regenerative Medicine follows:

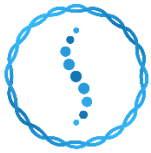
In general, we do not encourage or support the use of marijuana in chronic pain management patients who are on any other medication(s) as they all have the potential to interact with adverse outcomes.

If you are using medicinal marijuana, you must have a Colorado license for medicinal marijuana on file and current with our office. It is your responsibility to provide this to us before your visit.

If you do not have a medicinal marijuana license on file with our office and your urine drug screen is positive for THC (marijuana), this is grounds for termination of care from our practice under the guidelines of the patient care agreement.

We will not write any prescriptions for new patients who are using marijuana and need additional medications.

Patient Signature will be collected digitally in office.



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FINANCIAL & BILLING POLICIES

INSURANCE INFORMATION:
Current insurance cards must be presented to the office at each visit. I understand it is my responsibility to bring any new insurance cards or information that I receive.
Any changes to personal information must be given to the office immediately.

CO-PAY / COINSURANCE / DEDUCTIBLE:
Insurance co-payments are mandated by your insurance company and MUST be paid at each visit. I understand that my primary insurance will be billed; billing secondary insurance is a courtesy only and I am ultimately responsible for paying assigned co-payments, coinsurance and deductible amounts as indicated by my primary and/or secondary insurance. I understand that Tertiary insurance billing is my responsibility.

MEDICARE:
I understand that Medicare pays 80% of the allowable charges (after my yearly deductible is met) and that I am responsible for all remaining balances not covered by Medicare or my secondary insurance. I understand it is my responsibility to know which services are/are not covered by Medicare, and that I may be responsible for charges of services not covered.

MEDICAID:
Spinal Diagnostics & Regenerative Medicine does not accept Medicaid. If you have Medicaid as your primary OR secondary insurance, we are unable to accept you as a patient. Contact our office immediately to notify us.

IN-NETWORK / OUT-OF-NETWORK:
I understand that that it is my responsibility to know if a provider is in network or out of network with my insurance plan before my first visit, and each time I change insurance plans. If I am not sure, I can call my insurance company for this information. I agree that if my insurance company denies benefits, I am responsible for the full amount owed for services provided.

REQUESTS FOR INFORMATION:
I understand that should I receive any requests from my insurance company regarding my services at this office, I must respond to that correspondence immediately, in order to have the claim processed and paid.

STATEMENTS / BALANCES DUE:
Patients with insurance claims pending will be sent statements for the full amount due until the account is satisfied. Any previous balance amounts are due and payable at the time of service.

SELF-PAY:
Self-pay patient visits and service fees are due and payable in full at the time of service.

NON-PAYMENT:
If my account is turned over to a collection agency due to non-payment, I agree to pay all reasonable costs of collection and understand that I may no longer be a patient at this office.

WORKERS' COMPENSATION:
I will provide approval/authorization by the Workers' Compensation carrier at the initial visit. If the claim is deferred, the private medical insurance will be billed. I understand if the claim is denied, I will be responsible for payment in full. If the claim is in litigation, a verification of this from an attorney and/or the Workers' Compensation carrier must be provided to this office.

RETURNED CHECKS:
I understand and agree to pay a returned check charge of $35.00 for each check that is returned for any reason. I agree to pay the amount of the check plus the service charge within 30 days of receipt of notification.

NO SHOW POLICY:
I understand and agree to pay a $50.00 fee for appointments that I do not cancel or reschedule at least 48 hours prior to the scheduled appointment.

IMPORTANT:
I understand it is my responsibility to provide full insurance, Workmen's Compensation, or Auto Injury Claim information. It is important to remember that health insurance coverage varies and not all services are covered. If my insurance carrier rejects a claim or approves only a portion of the amount billed, the balance of the claim is due from me.

I have read and agree to the above information and I, the undersigned/patient, am ultimately responsible for the fees. By signing below, I consent to be contacted by regular mail, by email or by telephone (including a cell phone number) regarding any matter related to the above referenced account by the creditor, its successors or assigns. This consent includes any updated or additional contact information that I may provide and includes contact that employs auto-dialer technology and/or prerecorded messages. Your attending physician may have an ownership interest in one or more Ambulatory Surgery Centers. Please contact office personnel if you have any questions.

Patient Signature will be collected digitally in office.

NOTICE OF PRIVACY PRACTICES

Spinal Diagnostics & Regenerative Medicine

6685 Delmonico Drive, Suite C, Colorado Springs, CO 80919

719-598 -7562

Effective Date: January 1, 2013

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.

We understand the importance of privacy and are committed to maintaining the confidentiality of your medical information. We make a record of the medical care we provide and may receive such records from others. We use these records to provide or enable other health care providers to provide quality medical care, to obtain payment for services provided to you as allowed by your health plan and to enable us to meet our professional and legal obligations to operate this medical practice properly. We are required by law to maintain the privacy of protected health information, to provide individuals with notice of our legal duties and privacy practices with respect to protected health information, and to notify affected individuals following a breach of unsecured protected health information. This notice describes how we may use and disclose your medical information. It also describes your rights and our legal obligations with respect to your medical information. If you have any questions about this Notice, please contact our Office listed above.

A. How This Medical Practice May Use or Disclose Your Health Information

This medical practice collects health information about you and stores it in an electronic health record. This is your medical record. The medical record is the property of this medical practice, but the information in the medical record belongs to you. The law permits us to use or disclose your health information for the following purposes:

1. Treatment: We use medical information about you to provide your medical care. We disclose medical information to our employees and others who are involved in providing the care you need. For example, we may share your medical information with other physicians or other health care providers who will provide services that we do not provide. Or we may share this information with a pharmacist who needs it to dispense a prescription to you, or a laboratory that performs a test. We may also disclose medical information to members of your family or others who can help you when you are sick or injured, or after you die.

2. Payment: We use and disclose medical information about you to obtain payment for the services we provide. For example, we give your health plan the information it requires before it will pay us. We may also disclose information to other health care providers to assist them in obtaining payment for services they have provided to you.

3. Health Care Operations: We may use and disclose medical information about you to operate this medical practice. For example, we may use and disclose this information to review and improve the quality of care we provide, or the competence and qualifications of our professional staff. Or we may use and disclose this information to get your health plan to authorize services or referrals. We may also use and disclose this information as necessary for medical reviews, legal services and audits, including fraud and abuse detection and compliance programs and business planning and management. We may also share your medical information with our "business associates," such as our billing service, that perform administrative services for us. We have a written contract with each of these business associates that contains terms requiring them and their subcontractors to protect the confidentiality and security of your medical information. We may also share your information with other health care providers, health care clearinghouses or health plans that have a relationship with you, when they request this information to help them with their quality assessment and improvement activities, their patient-safety activities, their population-based efforts to improve health or reduce health care costs, their protocol development, case management or care-coordination activities, their review of competence, qualifications and performance of health care professionals, their training programs, their accreditation, certification or licensing activities, or their health care fraud and abuse detection and compliance efforts.

4. Sign In Sheet: We may use and disclose medical information about you by having you sign in when you arrive at our office. We may also call out your first or last name when we are ready to seeyou.

5. Notification and Communication with Family: We may disclose your health information to notify or assist in notifying a family member, your personal representative or another person responsible for your care about your location, your general condition or, unless you had instructed us otherwise, in the event of your death. In the event of a disaster, we may disclose information to a relief organization so that they may coordinate these notification efforts. We may also disclose information to someone who is involved with your care or helps pay for your care. If you are able and available to agree or object, we will give you the opportunity to object prior to making these disclosures, although we may disclose this information in a disaster even over your objection if we believe it is necessary to respond to the emergency circumstances. If you are unable or unavailable to agree or object, our health professionals will use their best judgment in communication with your family andothers.

6. Marketing: Provided we do not receive any payment for making these communications, we may contact you to give you information about products or services related to your treatment, case management or care coordination, or to direct or recommend other treatments, therapies, health care providers or settings of care that may be of interest to you. We may similarly describe products or services provided by this practice and tell you which health plans this practice participates in. We may also encourage you to maintain a healthy lifestyle and get recommended tests, recommend that you participate in a disease management program, provide you with small gifts, tell you about government sponsored health programs or encourage you to purchase a product or service when we see you, for which we may be paid. Finally, we may receive compensation which covers our cost of reminding you to take and refill your medication, or otherwise communicate about a drug or biologic that is currently prescribed for you. We will not otherwise use or disclose your medical information for marketing purposes or accept any payment for other marketing communications without your prior written authorization. The authorization will disclose whether we receive any compensation for any marketing activity you authorize, and we will stop any future marketing activity to the extent you revoke that authorization.

7. Sale of Health Information: We will not sell your health information without your prior written authorization. The authorization will disclose that we will receive compensation for your health information if you authorize us to sell it, and we will stop any future sales of your information to the extent that you revoke that authorization.

8. Required by Law: As required by law, we will use and disclose your health information, but we will limit our use or disclosure to the relevant requirements of the law. When the law requires us to report abuse, neglect or domestic violence, or respond to judicial or administrative proceedings, or to law enforcement officials, we will further comply with the requirement set forth below concerning those activities.

9. Public Health: We may and are sometimes required by law to disclose your health information to public health authorities for purposes related to: preventing or controlling disease, injury or disability; reporting child, elder or dependent adult abuse or neglect; reporting domestic violence; reporting to the Food and Drug Administration problems with products and reactions to medications; and reporting disease or infection exposure. When we report suspected elder or dependent adult abuse or domestic violence, we will inform you or your personal representative promptly unless in our best professional judgment, we believe the notification would place you at risk of serious harm or would require informing a personal representative we believe is responsible for the abuse or harm.

10. Health Oversight Activities: We may and are sometimes required by law to disclose your health information to health oversight agencies during audits, investigations, inspections, licensure and other proceedings, subject to the limitations imposed by law.

11. Judicial and Administrative Proceedings: We may, and are sometimes required by law, to disclose your health information in the course of any administrative or judicial proceeding to the extent expressly authorized by a court or administrative order. We may also disclose information about you in response to a subpoena, discovery request or other lawful process if reasonable efforts have been made to notify you of the request and you have not objected, or if your objections have been resolved by a court or administrative order.

12. Law Enforcement: We may, and are sometimes required by law, to disclose your health information to a law enforcement official for purposes such as identifying of locating a suspect, fugitive, material witness or missing person, complying with a court order, warrant, grand jury

subpoena and other law enforcement purposes.

13. Coroners: We may, and are often required by law, to disclose your health information to coroners in connection with their investigations of deaths.

14. Organ or Tissue Donation: We may disclose your health information to organizations involved in procuring, banking or transplanting organs and tissues.

15. Public Safety: We may, and are sometimes required by law, to disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.

16. Specialized Government Functions: We may disclose your health information for military or national security purposes or to correctional institutions or law enforcement officers that have you in their lawful custody.

17. Worker's Compensation: We may disclose your health information as necessary to comply with worker's compensation laws. For example, to the extent your care is covered by workers' compensation, we will make periodic reports to your employer about your condition. We are also required by law to report cases of occupational injury or occupational illness to the employer or workers' compensation insurer.

18. Change of Ownership: In the event that this medical practice is sold or merged with another organization, your health information/record will become the property of the new owner, although you will maintain the right to request that copies of your health information be transferred to another physician or medical group.

19. Breach Notification: In the case of a breach of unsecured protected health information, we will notify you as required by law. If you have provided us with a current email address, we may use email to communicate information related to the breach. In some circumstances our business associate may provide the notification. We may also provide notification by other methods as appropriate.

20. Research: We may disclose your health information to researchers conducting research with respect to which your written authorization is not required as approved by an Institutional Review Board or privacy board, in compliance with governing law.

B. When This Medical Practice May Not Use or Disclose Your Health Information

Except as described in this Notice of Privacy Practices, this medical practice will, consistent with its legal obligations, not use or disclose health information which identifies you without your written authorization. If you do authorize this medical practice to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time.

C. Your Health Information Rights

1. Right to Request Special Privacy Protections: You have the right to request restrictions on certain uses and disclosures of your health information by a written request specifying what information you want to limit, and what limitations on our use or disclosure of that information you wish to have imposed. If you tell us not to disclose information to your commercial health plan concerning health care items or services for which you paid for in full out-of-pocket, we will abide by your request, unless we must disclose the information for treatment or legal reasons. We reserve the right to accept or reject any other request and will notify you of our decision.
2. Right to Request Confidential Communications: You have the right to request that you receive your health information in a specific way or at a specific location. For example, you may ask that we send information to a particular e-mail account or to your work address. We will comply with all reasonable requests submitted in writing which specify how or where you wish to receive these communications.

3. Right to Inspect and Copy: You have the right to inspect and copy your health information, with limited exceptions. To access your medical information, you must submit a written request detailing what information you want access to, whether you want to inspect it or get a copy of it, and if you want a copy, your preferred form and format. We will provide copies in your requested form and format if it is readily producible, or we will provide you with an alternative format you find acceptable, or if we can't agree and we maintain the record in an electronic

format, we will provide your choice of a readable electronic or hardcopy format. We will also send a copy to any other person you designate in writing. We will charge a reasonable fee which covers our costs for labor, supplies, postage, and if requested and agreed to in advance, the cost of preparing an explanation or summary, as allowed by federal and Colorado law. We may deny your request under limited circumstances. If we deny your request to access your child's records or the records of an incapacitated adult you are representing because we believe allowing access would be reasonably likely to cause substantial harm to the patient, you will have a right to appeal our decision. If we deny your request to access your psychotherapy notes, you will have the right to have them transferred to another mental health professional.

4. Right to Amend: You have a right to request that we amend your health information that you believe is incorrect or incomplete. You must make a request to amend in writing and include the reasons you believe the information is inaccurate or incomplete. We are not required to change your health information and will provide you with information about this medical practice's denial and how you can disagree with the denial. We may deny your request if we do not have the information, if we did not create the information (unless the person or entity that created the information is no longer available to make the amendment), if you would not be permitted to inspect or copy the information at issue, or if the information is accurate and complete as is. If we deny your request, you may submit a written statement of your disagreement with that decision, and we may, in turn, prepare a written rebuttal. All information related to any request to amend will be maintained and disclosed in conjunction with any subsequent disclosure of the disputed information.

5. Right to an Accounting of Disclosures: You have a right to receive an accounting of disclosures of your health information made by this medical practice, except that this medical practice does not have to account for the disclosures provided to you or pursuant to your written authorization, or as described in paragraphs 1 (treatment), 2 (payment), 3 (health care operations), 6 (notification and communication with family) and 18 (specialized government functions) of Section A of this Notice of Privacy Practices or disclosures for purposes of research or public health which exclude direct patient identifiers, or which are incident to a use or disclosure otherwise permitted or authorized by law, or the disclosures to a health oversight agency or law enforcement official to the extent this medical practice has received notice from that agency or official that providing this accounting would be reasonably likely to impede their activities.

6. Right to a Paper or Electronic Copy of this Notice: You have a right to notice of our legal duties and privacy practices with respect to your health information, including a right to a paper copy of this Notice of Privacy Practices, even if you have previously requested its receipt by e-mail.

   If you would like to have a more detailed explanation of these rights or if you would like to exercise one or more of these rights, contact our Privacy Officer listed at the top of this Notice of Privacy Practices.

D. Changes to this Notice of Privacy Practices

We reserve the right to amend this Notice of Privacy Practices at any time in the future. Until such amendment is made, we are required by law to comply with this Notice. After an amendment is made, the revised Notice of Privacy Protections will apply to all protected health information that we maintain, regardless of when it was created or received. We will keep a copy of the current notice posted in our reception area, and a copy will be available at each appointment.

E. Complaints

Complaints about this Notice of Privacy Practices or how this medical practice handles your health information should be directed to our Office listed at the top of this Notice of Privacy Practices.

If you are not satisfied with the way this office handles a complaint, you may submit a formal complaint to:

State of Colorado Department of Health and Human Services
www.hhs.gov/ocr

The complaint form may be found at:**www.hhs.gov/ocr/privacy/hipaa/complaints/hipcomplaint.pdf**.
You will not be penalized in any way for filing a complaint.