Protecting Your Health Information

New Regulation Passed

This new regulation is part of the Health Insurance Portability and Accountability Act or HIPAA and does three primary things:

1. It helps standardize and simplify the way healthcare organizations exchange health care data.

2. It provides consumers with additional protections for getting and maintaining health insurance coverage although, it does not guarantee coverage.

3. It creates new security rules to ensure the safety and privacy of individual and medical records.

Our Pledge Regarding Medical Information

The privacy of your medical information is important to us. We understand that your medical information is personal and we are committed to protecting it. We create a record of the care and services you receive at our office. We need this record to provide you with quality care and to comply with certain legal requirements. In addition, we have a policy in effect that makes every attempt to maintain the confidentiality of all patients' information.

Disclosure of Medical Information

In addition to disclosing your medical information for treatment, payment and health care operations, we may disclose medical information for the following purposes: for a court order, subpoena, discovery request or other lawful process. We may disclose medical information to appropriate authorities if we reasonably believe that you are a victim of abuse, neglect, or domestic violence or the possible victim of other crimes. We may disclose health information when authorized and necessary to comply with laws relating to worker's compensation, auto accidents, personal injury or other similar issues.

If someone calls or comes by, they will not be given any information about your care

and/or appointments unless otherwise specified and noted in your file.
We will also be publicly noting your name in our newsletter and/or picture in our lobby unless otherwise specified.

Upon becoming a patient, we will be entering your name and email into our database and you may receive our monthly newsletter. If you do not wish to receive our newsletters, please contact our office and advise the receptionist of such.

This list will not be sold to any outside agencies.

Your Rights

You have the right to look at or get copies of your medical records and to receive a list of all the times we shared your medical information for purposes other than treatment, payment and health care operations.

Open Adjusting Concept

Because of the open adjusting concept in this office, it is possible for doctor/patient discussions to be overheard by other patients. Most discussions will involve spinal health, but may also include anything concerning the primary health care of that patient.

Notification by Mail or Phone

Patients may be contacted by mail, email or phone unless written notification is requested that contact be only in person.

Complaints

If you feel that your rights have been violated, contact the Office Manager or the U.S. Department of Health and Human Services.

Important Information for Medicare Patients

Chiropractic Benefits are available from Medicare but there are limitations

PARTICIPATING PHYSICIAN

Ohio State Chiropractic has agreed to become a participating office with Medicare. Thereby we agree to accept assignment on Medicare eligible services.

MEANING OF ASSIGNMENT

Ohio State Chiropractic agrees to accept the Medicare approved charge as payment in full for Medicare eligible services. Medicare will send the checks directly to the Center for Holistic Medicine. Patients are responsible for deductible, co- pay, and non-covered service amounts.

SERVICE MEDICARE PAYS FOR

The only Medicare eligible service is manual manipulation of the spine for correction / treatment of subluxation demonstrated on x-ray or through physical exam. There are three levels of Chiropractic Manipulation Service (CMT); service level is based on the number of spinal regions treated.

SERVICES MEDICARE DOES NOT PAY FOR

In order to determine the extent of your condition, and the type of treatment needed, our doctors will consult and examine you. Medicare will NOT reimburse you for: x-rays, evaluation and management (office visits / examinations), and consultations provided by a chiropractor.

Our doctors may determine that certain physical therapy, vitamins, supports and supplies may be necessary to treat your condition. Medicare does not reimburse for these services when provided by a chiropractor. The patient is responsible for payment of these services.

Manipulation of non-spinal regions is also considered a non-covered service and is the patient's responsibility. Medicare does not pay for treatment considered maintenance therapy.

MEDICAL NECESSITY

Manual manipulation will be screened by Medicare for medical necessity. Screens occur if the frequency of services exceeds the acceptable chiropractic standard for your condition. Documentation and/ or a statement of medical necessity will be submitted to determine if additional treatment is necessary. Our doctors will discuss treatment recommendations with the patient.

Patients will be provided with advance notice when a Medicare covered service may be reduced or denied and asked to accept the financial responsibility for these before services are rendered and charges are incurred. If Medicare determines further treatment is not "reasonable and necessary" for your condition the patient will be responsible for treatment charges.

APPEALS

Ohio State Chiropractic will appeal, on the patient's behalf, denials of Medicare eligible services, when we dispute Medicare's determination of medical necessity or believe additional information will allow payment for the service of Medicare.

SECONDARY INSURANCE

Our office will call and verify the type of benefits payable for chiropractic services on insurance coverage other than Medicare. This information will be reviewed with you. Most "Medicare supplements" only supplement payments for Medicare eligible services.

DEDUCTIBLE AND CO-PAY

Medicare requires a $162.00 yearly deductible. The patient may use Medicare eligible services from any doctor's office to meet this deductible. The only eligible chiropractic service that can be used is manual manipulation of the spine.

Medicare will pay for 80% of the allowed charge for manual manipulation of the spine. This payment will go directly to the doctor.

Patients are responsible for the 20% co-insurance and all non-covered services charges at the time of service.

I, _____understand the explanation of chiropractic

Medicare coverage outlined above. Furthermore, I understand and agree that I am personally responsible for payment of deductibles, co-payments and non-covered services.

_____ _____

Signature Date

LEGAL ASSIGNMENT OF BENEFITS AND RELEASE OF MEDICAL AND PLAN DOCUMENTS

In considering the amount of medical expenses to be incurred, I, the undersigned, have insurance and/or employee health care benefits coverage with the above captioned, and hereby assign at clinic's request, and convey directly to The Ohio State Chiropractic Association all medical benefits and/or insurance reimbursement, if any, otherwise payable to me for services rendered from such doctor and clinic. I understand that I am financially responsible for all charges regardless of any applicable insurance or benefit payments. I hereby authorize the doctor to release all medical information necessary to process this claim. I hereby authorize any plan administrator or fiduciary, insurer and my attorney to release to such doctor and clinic any and all plan documents, insurance policy and/or settlement information upon written request from such doctor and clinic in order to claim such medical benefits, reimbursement or any applicable remedies. I hereby authorize the doctor to release any and all medical information to other healthcare providers involved in my care including but not limited to my primary care physician. I authorize the use of this signature on all my insurance and/or employee health benefits claim submissions.

I hereby convey to the above named doctor and clinic to the full extent permissible under the law and under the any applicable insurance policies and/or employee health care plan any claim, chose in action, or other right I may have to, such insurance and/or employee health care benefits coverage under any applicable insurance policies and/or employee health care plan with respect to medical expenses incurred as a result of the medical services I received from the above named doctor and clinic and to the extent permissible under the law to claim such medical benefits, insurance reimbursement and

any applicable remedies. Further, in response to any reasonable request for cooperation, I agree to cooperate with such doctor and clinic in any attempts by such doctor and clinic to pursue such claim, chose in action or right against my insurers and/or employee health care plan, including, if necessary, bring suit with such doctor and clinic against such insurers and/or employee health care plan in my name but at such doctor and clinic's expenses.

This assignment will remain in effect until revoked by me in writing. A photocopy of this assignment is to be considered as valid as the original. I have read and fully understand this agreement.

_____ _____

Signature of Insured I Guardian Date