



Consent to Treat, Waiver and Release of Liability

In agreeing to receive care provided by DBA Kime Performance professionally known as Mikla Dunning Physical Therapy Systems, PC (MDPT), I agree as follows:

I fully understand and acknowledge that:

(a) the activities in which I will engage as part of the treatment, including body manipulation, provided by MDPT and the equipment I may use as a part of that treatment have inherent risks, dangers, and hazards and such exists in my use of any equipment and my participation in these activities;

(b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability;

(c) these risks and dangers may be caused by the negligence of the representatives or employees of MDPT, the negligence of the participants, the negligence of others, accidents, breaches of contract, or other causes.

By my participation in these activities and for use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or the conduct of the representatives or employees of MDPT, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify MDPT and their representatives, employees, and assigns from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of any equipment or participation in these activities.

I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the representatives or employees of MDPT.

CONSENT I consent to and authorize MDPT (including students in training) to administer physical therapy treatment under the direction and supervision of the physical therapist. I understand and am informed that, as in the practice of medicine, physical therapy may have some risks. I understand that I have the right to ask about these risks and have any questions about my conditions answered



prior to treatment. I know it is up to me to inform the physical therapist/staff about any health problems or allergies I have, as well as the medications I am taking.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY CHECKING "I AGREE" BELOW, I AM AGREEING TO THIS CONSENT, WAIVER AND RELEASE OF LIABILITY. IT IS MY INTENTION TO EXEMPT AND RELIEVE MIKLA DUNNING PHYSICAL THERAPY SYSTEM, PC: DBA KIME PERFORMANCE FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH BY ANY CAUSE.



HIPAA Notice

HIPAA FORM MIKLA DUNNING PHYSICAL THERAPY SYSTEMS, PC. (MDPT) This notice describes how information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

At MDPT we are committed to treating and using protected health information about you responsibly. This Notice of Health Information Practices describes the personal information we collect, and how and when we use or disclose that information. It also describes your rights as they relate to your protected health information. This Notice is effective March 31th, 2003 and applies to all protected health information as defined by federal regulation.

USES AND DISCLOSURE The following are examples of ways we use your health information.

1. We use your health information to document and plan treatment, progress, planning, etc through WebPT online Electronic Medical Record system.

2. We use your health information for payment. For instance, we need to send health information including procedures done and diagnoses to your insurance company via WebPT cloud based system and Google G-Suite business cloud based system.

3. We use your health information for regular health operations. For example, our compliance officer regularly chooses medical records for audits. This practice ensures that we are constantly working towards improved quality and effectiveness.

4. There are services provided in our organization through contacts with business associates. Examples include assistants, billing and transcription services.

5. We may use or disclose information to notify or assist in notifying a family member, personal representative, or other person responsible for your care, your location, and general condition. The following are examples of other purposes for which MDPT is permitted or required to disclose confidential information without the individual's written authorization.

(a) Uses and disclosures for public health activities; (b) Reporting victims of abuse, neglect, or domestic violence; (c) Disclosures for judicial and administrative proceedings; (d) Disclosures for law enforcement purposes; (e) Disclosures to avert a serious threat to health or safety; and (f) Uses and



disclosures for specialized government functions.

SEPARATE STATEMENTS FOR SEPERATE USES AND DISCLOSURES MDPT may contact patients with appointment reminders, requests for the patient to contact MDPT for appointments, notices and letters concerning medical findings. MDPT may also contact the patient about treatment alternatives or other health related benefits and services that may be of interest to the individual.

INDIVIDUAL RIGHTS Although your health record is the physical property of MDPT, the information belongs to you. You have:

1. The right to request restrictions on certain uses and disclosures of your information;
2. The right to revoke your authorization to use or disclose health information except to the extent that action has already been taken.
3. The right to receive confidential communications;
4. The right to obtain a copy or inspect your health information;
5. The right to amend protected health information;
6. The right to receive an accounting of disclosures of protected health information.

MDPT'S RIGHTS 1. MDPT has 30 days with which to comply with a patient's request to review or copy their health information. MDPT is allowed an additional 30 days if the record is off site. MDPT may charge a fee for copying the health record.

2. The therapists have the right to review the record and remove any information that they deem to be harmful to either the patient or to another individual;
3. The patient will be supervised by MDPT staff during any review of the record. Supervision is allowed and required to prevent the removal or altering of the medical record. MDPT will charge staff time for this service.

MDPT'S DUTIES 1. MDPT is required by law to maintain the privacy of confidential information and provide individuals with notice of its legal duties and privacy practices with respect to such



information;

2. MDPT is required to abide by the terms of this Notice;
and

3. MDPT reserves the right to change the terms of its Notice and to make the new Notice provisions effective for all confidential information that it maintains. Revisions to this Notice will be posted in the patient waiting area.

COMPLAINTS Individuals may complain to MDPT's Administrator in writing to KIME Performance Physical Therapy Systems, 4990 Hillsdale Circle, Ste. 100, El Dorado Hills, CA 95762. You may also contact the Secretary of the U.S. Department of Health and Human Services at 200 Independence Ave., S.W., Rm. 509F, HHH Building, Washington DC 20201. Please contact the MDPT administrator at 916- 905-6378 for further information.



Insurance Billing is NOT a guarantee of payment

Payments collected at the time of service are ESTIMATES and are NOT A GUARANTEE OF YOUR FINANCIAL RESPONSIBILITY. You will receive an "Explanation of Benefits" response from your insurance. This may take several weeks to several months depending on processing time.

You will be billed for the difference between the amount we collect at the time of service and what your policy determines to be your financial obligation according to your plan. This is not our decision. Disputes regarding your coverage must be directed to your insurance policy provider.

We encourage all patients to contact their insurance company to verify benefits directly for the practice "Kime Performance Physical Therapy" (dba) or "Mikla Dunning Physical Therapy Systems" (legal business name), NPI# 1619334992.

If there is any change to your insurance policy, your billing address, your deductibles or out of pocket maximum remaining balances, it is your responsibility to provide that information to us.

Cancellation/Late Arrival Policy

CANCELLATION POLICY:

We require 24 hours notice if you have to cancel your appointment. If you do not provide 24 hours notice of cancellation, you will be charged a \$25 no show/late or late cancellation fee and will be asked to place a credit card on file to schedule future appointments.

If you arrive late for your appointment we may be required to reschedule your appointment and you will be charged a \$25 late reschedule fee. We have the right to refuse service to repeat offenders.

If you reschedule your initial evaluation within 24 hours of your appointment time, you will be asked to place a credit card on file to reserve your rescheduled visit.



Referrals & Prescriptions May be Required

Some insurance policies, EVEN PPO POLICIES, require referrals, prescriptions and/or pre-authorization to pay claims. If your plan requires a referral, prescription or pre-authorization, you may be required to provide this to be scheduled for future appointments.

Your assistance in obtaining these documents is often critical in preventing a lapse in care. Please respond to requests for information immediately.

If your insurance provider requires pre-authorization, understand that we may be required to wait for authorization to schedule future appointments and this is dependent on the processing time of your insurance provider.