

Contract for Services

Our care plan instructions are based on our desire to see you get well and stay well. Chiropractic care is covered under many insurance plans. Regardless of your coverage, care plan instructions are based on the chiropractic care you need. We ask that you read and understand our policy. We provide you with a copy of this policy at your first visit. You can also find this document online at Fusion-Chiro.com.

ALL SALES ARE FINAL

PATIENTS WITHOUT INSURANCE You must remit payment at the time of service if not covered by insurance. We are happy to accept your check, cash, and credit card and offer an alternate cash rate.

GROUP OR INDIVIDUAL INSURANCE. Your insurance policy is an agreement between you and your insurance company, not between your insurance company and our office. Although most policies do provide coverage, we cannot be certain that your insurance covers Chiropractic care. Coverage varies from one policy to another. Benefits quoted to you or us by your insurance company are not a guarantee of coverage or payment. You understand and agree that you will be charged and are responsible for payment for all services rendered, including non-covered services, deductibles, and co-pay/co-insurance. If you pay the full amount due for each visit at the time of service, then you may qualify for our Time of Service reduction in fees. You may then submit the bill to your insurance carrier for reimbursement. We produce statements of care and receipts once per month, not per visit. Therapeutic Massage is not traditionally covered under medical insurance. Regardless of your insurance policy, you will be billed separately for therapeutic massage services. Amounts due for services not paid immediately incur a monthly finance charge of the greater of 1.5% per month or the greatest amount allowed by law.

PERSONAL INJURY OR AUTOMOBILE ACCIDENTS. We no longer accept personal injury and automobile accident cases under any circumstance. You may choose to pay at time of services at the Time of Service Rate. Should you elect to submit your billing to an attorney or insurance company, we will provide you with documentation for your use. Please communicate with us in advance of your care so that we may document billing accordingly. This cannot be changed after treatment has started. Statements of care are produced once per month, not per visit.

MEDICARE. We do accept assignment from Medicare. Medicare will ONLY cover manual manipulation of the spine. Medicare pays 80% of the allowable fee once the deductible has been met. You are required to pay the deductible and the remaining 20%. All other services we provide are NOT COVERED. Medicare patients are responsible for charges of all non-covered services. Secondary insurance may or may not pay for these non-covered services.

INSURANCE FORMS/PAYMENT. If you receive any correspondence from your insurance carrier pertaining to the care you have received at Fusion Chiropractic or a request for more information regarding your care, please provide us a copy as soon as possible. It is very important that we keep your file up to date. Occasionally, either by mistake or due to provisions in your policy, a check issued by the insurance company for payment of services rendered in our office may come to you instead of our office. If you receive any unexpected payments, please contact us to see if it should be applied towards services rendered. If you process payment meant for Fusion Chiropractic, then you will be liable to us for all fees, costs, and expenses that we incur in pursuing recovery of payment due to us.

FORCE MAJEURE. Neither you nor Fusion Chiropractic shall be responsible for any delay caused by any act of God, including, but not limited to, fire, sabotage, flood, drought, strike, riot, labor difficulty, insurrection, war, act of government authority, or inability to obtain material, labor, equipment, or transportation, which results in a party's failure to perform in accordance with the terms of this Contract. No act shall delay or hinder your obligations to pay as provided herein.

DEFAULT. Upon a default of this Contract by either party, then the claiming party shall provide the breaching party with written notice of the default. The breaching party shall have ten (10) days to cure the default or diligently commence and pursue cure which cannot be cured within ten (10) days. In the event of a breach and failure to cure, the claiming party shall have the right to invoke any remedy allowed at law or in equity. Remedies are cumulative and do not preclude the assertion by a party of any other rights or the seeking of any other remedies against the other. The failure or delay of any party at any time to require performance of any provision or to exercise its rights with respect to this Contract shall not operate as a waiver of or affect such party's right at a later time to enforce the same.

REMEDIES. A stop payment, reversal of charge, and contest of charge are a breach of this Contract, which result in immediate liquidated damages payable to Fusion Chiropractic in the amount of the amount so stopped, reversed, or contested. In addition to all other remedies available to Fusion Chiropractic, if you fail to pay all amounts due Fusion Chiropractic may pursue collections actions; charge an administrative and collection fee of \$100 for every calendar month in which payment is not received; collect interest in the amount of the lesser of one and one-half percent (1.5%) per month or the maximum amount allowable by law, all expenses incurred; and actual attorney's costs, fees, and expenses incurred.

NOTICE. All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given upon personal delivery; one (1) day after submitting to a nationally recognized overnight courier; or five (5) days after being mailed via a tracking method, postage prepaid, to Fusion Chiropractic at the address on this Contract and to you at the last address you provided, or to such other address as either party furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

MISCELLANEOUS. This Contract shall inure to the benefit of and be binding upon the parties and their heirs, successors, assigns, and personal representatives. If any term, paragraph, or provision of this Contract or its application to any circumstances shall to any extent be deemed invalid or unenforceable, the remainder of this Contract shall be valid and enforceable to the fullest extent permitted by law. This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Georgia without regard to its conflict of laws rules. The parties submit to the exclusive jurisdiction of the Cobb County Courts in connection with any litigation arising out of this Contract and waive all objections to this forum, including without limitation forum *non conveniens*. This Contract contains the entire agreement concerning the services provided by Fusion Chiropractic and payments due by you, and the terms and conditions may not be changed or modified, except by a writing signed by the parties. This Contract shall not be interpreted or construed in favor of either party. This Contract may be executed in any number of identical counterparts, all of which, when taken together, shall constitute the same instrument. The parties acknowledge and consent to be bound by electronic signatures, including signatures of any required witness. A facsimile, .pdf copy, and other electronically executed versions of this instrument shall be deemed an original for all relevant purposes.

I acknowledge, understand, and agree (please initial):

_____ ***If I am running late, I will call or text the office with an estimated time of arrival.***

_____ ***Failure to reschedule or cancel an appointment at least 24 hours before its scheduled time will result in a cancellation fee of 100% of the cost of the scheduled service. I will call or text the office (electronic mail is not acceptable) to schedule, reschedule, and cancel appointments. I understand that I may schedule online at Fusion-Chiro.com.***

_____ ***Failure to reschedule or cancel an appointment at least 24 hours before its scheduled time will result in my account being converted to a pre-payment of services account.***

_____ ***Additional fees and expenses other than for services actually rendered are not covered by insurance companies.***

_____ ***When I sign, this Contract becomes a binding agreement.***

ACCEPTANCE. The individual signing this Contract is authorized to create the binding agreement intended and has read, understands, and accepts and approves this Contract.

Patient's signature (or guardian if patient is a minor)

Date