

# PAIN CONSULTANTS & INTERVENTION- EDWARD POON, MD

3860 MASTHEAD ST NE, ALBUQUERQUE, NM 87109

PHONE: 505.828.1010 FAX: 505.796.9051

## 1) AUTHORIZATION FOR USE, REQUEST, OR DISCLOSURE OF PROTECTED HEALTH INFORMATION

I hereby authorize Edward Poon, MD to use, request, re-disclose or disclose any or all of my Protected Health Information to or from any entity involved in the delivery or payment of my medical care. I understand that I have the right to revoke this health information authorization, in writing, at any time by sending written notification to above address. I understand that I have the right to inspect or copy Protected Health Information to be used or disclosed as permitted under federal law.

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Today's Date



## 2) RISK OF OUTPATIENT MEDICAL CARE:

1. I understand that I am seeking non-urgent, outpatient services and no treatment is completely risk-free.
2. I understand that these services can be performed at an ambulatory surgery center or outpatient clinic inside a hospital which may have lower risks and higher rates of resuscitation, as well as different patient charges.
3. I understand that this clinic only provides Basic Life Support (BLS). If you experience a life-threatening emergency while at this clinic, we will call 911, EMS-emergency medical services, to deliver you to a hospital.
4. If you believe you are in poor health or prone to medication allergies, we recommend you seek these services at a hospital based clinic where ACLS (advanced cardiac life support) may be provided by a team of specialists.
5. My signature below indicates that I choose to seek treatment with Dr. Edward Poon with full knowledge of other alternatives, as described in items 1-4 above.

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Today's Date



## 3) FINANCIAL POLICY-YOUR FULL SOCIAL SECURITY # IS REQUIRED FOR BILLING:

1. Your insurance policy is a contract between you, your employer, and the insurance company. We are NOT a party to that contract. All charges are your responsibility whether your insurance company pays or not.
  2. Unpaid deductibles and co-payments are due at the time of treatment.
  3. Returned checks and appointment no shows without 24 hrs notice will be subject to a \$25.00 collection charge.
  4. Balances over 90 days will be subject to additional collection charges of 7 %/month and subject to collections.
  5. I give permission to Edward Poon, MD to bill my insurance carrier and to receive payment from my insurance.
- I, the undersigned, understand and agree to the above Financial Policy. I understand that I am financially responsible for all charges incurred for my medical treatment.

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Full Soc Sec #

\_\_\_\_\_  
Today's Date



## 4) AGREEMENT TO RESOLVE PHYSICIAN-PATIENT DISPUTES BY BINDING ARBITRATION:

Pursuant to the Federal Arbitration Act, any dispute, claim, or controversy of any kind arising between the parties in connection with the provision of health care services, any agreement between the parties, the provision of any other goods or services by the clinic or other transactions, contracts or agreements of any kind whatsoever, any past, present or future incidents, omissions, acts, errors, practices or occurrence causing injury to either party whereby the other party or its agents, employees may be liable, in whole or in part, or any other aspect of the past, present, or future relationships between the parties shall be resolved by binding, neutral arbitration. By agreeing to arbitration of all disputes, both parties are waiving a jury trial for all contract, tort and other claims. The parties agree that this agreement to arbitrate shall survive and not otherwise be revoked by the death or incompetency of patient. An agreement to arbitrate shall not be a precondition or requirement to the furnishing of health services under this agreement. Agreement can be rescinded within 14 days of signing.

\_\_\_\_\_  
Patient's Signature

\_\_\_\_\_  
Today's Date



**PAIN CONSULTANTS & INTERVENTION- EDWARD POON, MD**  
**3860 MASTHEAD ST NE, ALBUQUERQUE, NM 87109**

**AGREEMENT TO RESOLVE PHYSICIAN-PATIENT DISPUTES BY BINDING ARBITRATION**

In the event of any dispute or controversy arising out of the diagnosis, treatment, or care of the patient by the healthcare provider, the dispute or controversy shall be submitted to binding arbitration, and not by a lawsuit or resort to court process. Both parties to this contract, by entering into it, are giving up their right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

All Claims Must Be Arbitrated: It is the intention of the parties that this agreement shall bind all parties whose claims may arise out of or relate to treatment or services provided by physician, his corporation, employees, clinic ("Physician") to a patient, including any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children. The assertion of any Physician claim against patient, shall also be resolved by arbitration.

All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived if on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the New Mexico statute of limitations.

Arbitration shall be governed pursuant to the Federal Arbitration Act (9 U.S.C. §§ 1-4). Expenses of the arbitration shall be shared equally by the parties to this agreement. Care, diagnosis, or treatment will be provided whether or not the patient signs the agreement to arbitrate. The agreement waives the patient's right to a trial in court for any future malpractice claim the patient may have against the healthcare provider.

Within fifteen days after a party to this agreement has given written notice to the other of demand for arbitration of said dispute or controversy, the parties to the dispute or controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within a reasonable time after such notices have been given the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the parties. The arbitrators shall hold a hearing within a reasonable time from the date of notice of selection of the neutral arbitrator.

Retroactive Effect: Patient intends this agreement to cover all services rendered by Physician not only after the date it is signed, but also before it was signed as well.

Revocation: This agreement may be revoked by written notice delivered to Physician within 14 calendar days of signature and if not revoked will govern all medical services received by the patient.

If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed therefrom and the remaining provisions shall remain in full force. This Agreement supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

I understand that I have the right to receive a copy of this 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.



\_\_\_\_\_  
**Patient Signature**

\_\_\_\_\_  
**Patient Translator/Rep**

\_\_\_\_\_  
**Dr. Poon Signature**

\_\_\_\_\_  
**Date**