



Orthopaedic  
Specialists  
of Dallas

Sports Medicine / Joint Replacement  
Shoulder Reconstruction / Podiatry / Physical Therapy

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## FINANCIAL POLICIES AND AGREEMENT

**CASH PATIENT:** All fees for services rendered are due at the **time of service**. If the patient is in their postoperative period, but has an outstanding balance, payment is still expected before the patient's visit. If there is an outstanding balance and payments are not made within 90 days of the visit date, the account will be turned over to the collection agency and collection fees will be added to the account balance; collection fees can be up to 35% of the charge amounts sent to collections. It is the patient's responsibility to call and update their address and insurance.

**COMMERCIAL INSURANCE PATIENT'S:** It is patient responsibility to know their insurance benefits and to know in/out of network status for our providers; Patients can check this by calling their insurance company. We will bill the insurance company as a courtesy to the patient and any service or procedure not covered by the policy will be patient responsibility. Any copay, deductible or co-insurance is due at the time of service. Any balance left on the account by the insurance company is patient responsibility and is due when the patient receives the first statement. Any refunds due to the patient will not be credited back until the insurance has paid on all claims in full. If we do not receive a payment within 90 days of the visit date then the account will be turned over to a collection agency and collection fees will be attached to the account balance; collection fees can be up to 35% of the charged amounts. If there is a secondary insurance we will bill accordingly before sending out a patient statement. **Please be aware that some of our providers do not accept Medicaid or other insurance plans and might be out of network with your insurance company.**

**WORK COMP INSURANCE PATIENTS:** We will bill the Workman's Compensation carrier as a courtesy, but if the claim is denied due to non-compensable injury or as not work related the account balance will be patient responsibility regardless of any approvals before visits by your insurance company. This office does not accept LOPs.

**SURGERY PATIENTS:** The same policies and procedures listed above for insured or non-insured patients are the same for all scheduled surgeries. Any patient copay, deductible or coinsurance is expected 2 days prior to surgery. Non urgent surgeries will be rescheduled if payment is not received two days prior to surgery. If a surgery is performed based on an urgent condition, payment is expected in full within 90 days of the surgery. Payment plans will be offered for any amount over \$500.00. Surgery Cancellation Fee: There will be a \$150.00 cancellation charge placed on the patient's account for any patient who cancels their appointment without giving a 2 business day notice to the surgery scheduling staff. "Business Day" is considered Monday-Friday. This fee is not covered by your insurance carrier and is

allowed to be charged by law. This fee covers administrative tasks associated with your appointment. This fee will need to be paid in full before scheduling any further appointments.

**NO SHOW AND CANCELLATION POLICY FOR MEDICAL VISITS:**

In order to be respectful of the medical needs of our patients, please be courteous and call promptly if you are unable to attend an appointment. If it is necessary to cancel your scheduled appointment, we require that you call 24 business hours in advance. A \$25.00 fee will be placed on the patients account for any “no show” appointment.

**How to Cancel Your Appointment:**

To cancel appointments, please call 972-771-8111 or cancel through our automated reminder system via text or email. If you do not get the text or email, you must contact a receptionist to cancel your appointment.

**Late Cancellations:**

Late cancellations will be considered as a “no show.”

**No Show Policy:**

A “no show” is someone who misses an appointment without canceling it 24 business hours in advance of your scheduled appointment. No-shows inconvenience those individuals who need access to medical care in a timely manner. A failure to present at the time of a scheduled appointment will be recorded in your chart as a “no show”. There will be a \$25.00 charge placed on a patients account who “no shows.” This fee is not covered by your insurance carrier and is allowed to be charged by law. This fee covers administrative tasks associated with your appointment. This fee will need to be paid in full before scheduling any further appointments. Three follow-up “no shows” in a 12-month period of time will result in discharge from the practice.

I have read and understand the above mentioned policy as it applies to me.

PATIENT NAME:  
Patient Signature

DATE:

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**OFFICE POLICIES AND PROCEDURES**

**PAYMENTS & FEES:**

1. All copays, coinsurances, deductibles, etc., are due at the time of service. Any previous balances owed are due the on the time of service. Post-op consultations up to 90 days from the date of the surgical procedure are not charged.

2. There is a \$25-50 charge for the doctor or medical assistant to fill out any paperwork (e.g. Disability Paperwork, FMLA forms, etc.) the price depends on pages, content, etc. This needs to be paid in advance. We will need at least 10 business days to complete the paperwork. **WE CANNOT COMPLETE PAPERWORK ON THE SAME DAY THAT IT WAS SUBMITTED AS THE DOCTORS/MEDICAL ASSISTANTS MAY BE BUSY AND IN CLINIC/SURGERY ON THAT PARTICULAR DAY. Our office follows all TX medical records laws.**
3. Payment for services is the responsibility of the patient.
4. We will not re-file claims if the patient has not updated their information in a timely manner and the patient will be responsible for the balance.
5. If the account is turned over to collections, a fee of 35% will be added to the account balance.
6. There is a \$30.00 NSF fee for returned checks. This amount may increase if bank charges increase.
7. Our office charges a reasonable fee for CD copies of images. This cost is \$5.00 per CD.
8. Our office accepts MC, VISA, and Discover credit cards only. We do not allow business checks for personal injuries. No checks over 500.00 will be accepted.
9. A \$25.00 charged will be placed on the patients account for any "no show" appointments.
10. A \$150.00 charged will be placed on the patients account for any surgery appointment not cancelled or rescheduled within a 2 business day notice.

#### **MEDICATIONS:**

1. Medications will NOT be prescribed unless the patient is seen by the physician first.
2. Medication refills are not given to patients who do not keep their follow up appointments.
3. Medication refill requests must be faxed by the pharmacy and may take up to 3 business days.
4. The "on-call" physician does not prescribe or refill medications for non-emergency matters so be sure to submit request in a timely manner.
5. If you are prescribed narcotics, you are required to follow the strict direction of the physician about the use of your medication. Improper use of narcotics can lead to addiction.

#### **GENERAL:**

1. Office hours are 8:00am – 5:00pm Monday through Friday.
2. Calls after 3pm may not be returned until the following business day.
3. After hours calls are restricted to emergencies only. No medication refills will be filled after hours.
4. If you are over 20 minutes late for the appointment, we may have to reschedule the appointment. If we are able to work you in we will do so but you may have to wait until the other patients who were on time for their appointments are seen first.
5. Patients under the age of 18 years of age must be accompanied by parent or guardian on the first visit, thereafter we will need a signed statement permitting treatment in their absence.
6. Patients are responsible for updating and maintaining personal demographic information for both medical and billing purposes (address, phone number, insurance, etc.).
7. Some of our providers do not accept MEDICAID as Primary or Secondary insurance. The patient will be responsible for any balance remaining from their insurance company.
8. It is patient responsibility to know the insurance benefits and if the doctor is in network with the insurance. Also, it is patient responsibility to know if a referral is needed and must be brought to the appointment, otherwise, the insurance will not pay and the patient will be responsible for the charges.
9. Orthopaedic Specialists of Dallas employs Physician Assistant's and Surgical Assistant's to assist the physician's at our practice in carrying out treatment plans and to assist in surgery. The insurance will be billed for their services and the patient will be responsible for any additional costs (i.e. copays, coinsurances, deductible amounts etc.). **DEPENDING ON YOUR INSURANCE COMPANY THESE PROVIDERS MAY BE OUT OF NETWORK.** Please call your insurance to verify status. If you need the name of our allied health professionals (PA-C, PT's, OPA-C) please ask our receptionist.
10. Our providers will only see patient's for one orthopedic problem during a visit; Patient's with multiple orthopedic problems will have to schedule additional appointments.
11. Our offices utilizes a third party billing service and other third party services such as Triarq, Inc. for appointment confirmations via text messages, automative calls and/or emails.
12. Any refunds due will be returned to the patient by check. A card can't be reimbursed.

13. Patient choice: Orthopaedic Specialists of Dallas employs physical therapists to help our patients recover from injuries, but patients have a preference and say in where they want to go for therapy. In no way does Orthopaedic Specialists of Dallas, its providers or employees require or persuade patients to go to our in-house therapy department. A referral will be sent to any therapy office as patient chooses.

**DISCLOSURE OF OWNERSHIP:**

Some of the Providers at Orthopaedic Specialists of Dallas are invested in certain facilities in the area including, but not limited to, Orthopaedic Physical Therapy, Presbyterian Hospital of Rockwall, Rockwall THR Surgery Center, and Baylor Surgicare at North Garland. Their investments enable them to have a voice in the administration of policies at these facilities. This involvement helps to ensure the highest quality of surgical care for our patients. Patients are in no way obligated to have procedures performed at these facilities. Patients have the right to proceed with a facility of their choosing. Please ask for the office manager with any further questions or concerns.

PATIENT NAME:

DATE:

Patient Signature:

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**HIPAA NOTICE OF PRIVACY PRACTICES**

Effective Date: 01/01/2014; Policy updated yearly (revised 01/11/18); (Reviewed 1/2/2019)

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN OBTAIN ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

The terms of this Notice of Privacy Practices (“Notice”) apply to Orthopaedic Specialists of Dallas, its affiliates and its employees. Orthopaedic Specialists of Dallas will share protected health information of patients as necessary to carry out treatment, payment, and health care operations as permitted by law.

We are required by law to maintain the privacy of our patients' protected health information and to provide patients with notice of our legal duties and privacy practices with respect to protected health information. We are required to abide by the terms of this Notice for as long as it remains in effect. We reserve the right to change the terms of this Notice as necessary and to make a new notice of privacy practices effective for all protected health information maintained by OSD. We are required to notify you in the event of a breach of your unsecured protected health information. We are also required to inform you that there may be a provision of state law that relates to the privacy of your health information that may be more stringent than a standard or requirement under the Federal Health Insurance Portability and Accountability Act (“HIPAA”). A copy of any revised Notice of Privacy Practices or information pertaining to a specific State law may be obtained by mailing a request to the Privacy Officer at the address below.

**USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION:**

**Authorization and Consent:** Except as outlined below, we will not use or disclose your protected health information for any purpose other than treatment, payment or healthcare operations unless you have signed a form authorizing such use or disclosure. You have the right to revoke such authorization in writing, with such revocation being effective once we actually receive the writing; however, such revocation shall not be effective to the extent that we have taken any action in reliance on the authorization, or if the authorization was obtained as a condition of obtaining insurance coverage, other law provides the insurer with the right to contest a claim under the policy or the policy itself.

**Uses and Disclosures for Treatment:** We will make uses and disclosures of your protected health information as necessary for your treatment. Pharmacies, Doctors and nurses and other professionals involved in your care will use information in your medical record and information that you provide about your symptoms and reactions to your course of treatment that may include procedures, medications, tests, medical history, etc. OUR OFFICE DOES OBTAIN YOUR PHARMACY INFORMATION FROM A SECURE ONLINE SYSTEM FOR PHYSICIANS AND PHARMACIES.

**Uses and Disclosures for Payment:** We will make uses and disclosures of your protected health information as necessary for payment purposes. During the normal course of business operations, we may forward information regarding your medical procedures and treatment to your insurance company to arrange payment for the services provided to you. We may also use your information to prepare a bill to send to you or to the person responsible for your payment.

**Uses and Disclosures for Health Care Operations:** We will make uses and disclosures of your protected health information as necessary, and as permitted by law, for our health care operations, which may include clinical improvement, professional peer review, business management, accreditation and licensing, appointment confirmation, etc. For instance, we may use and disclose your protected health information for purposes of improving clinical treatment and patient care.

**Individuals Involved In Your Care:** We may from time to time disclose your protected health information to designated family, friends and others who are involved in your care or in payment of your care in order to facilitate that person's involvement in caring for you or paying for your care. If you are unavailable, incapacitated, or facing an emergency medical situation and we determine that a limited disclosure may be in your best interest, we may share limited protected health information with such individuals without your approval. We may also disclose limited protected health information to a public or private entity that is authorized to assist in disaster relief efforts in order for that entity to locate a family member or other persons that may be involved in some aspect of caring for you.

**Business Associates:** Certain aspects and components of our services are performed through contracts with outside persons or organizations, such as auditing, accreditation, IT, outcomes data collection, legal services, etc. At times it may be necessary for us to provide your protected health information to one or more of these outside persons or organizations who assist us with our health care operations. In all cases, we require these associates to appropriately safeguard the privacy of your information.

**Appointments and Services:** We may contact you to provide appointment updates or information about your treatment or other health-related benefits and services that may be of interest to you. This office does utilize a third party automated patient outreach and reminder service therefore your contact information will be given to them so that they can send reminders to you. Patients do have the option of opting out of this. With such request, you must provide that request to the office manager in writing. You also have the right to request that we not send you any future marketing materials and we will use our best efforts to honor such request. You must make such requests in writing, including your name and address, and send such writing to the Administrator at the address below. Notice: This office does utilize a third party confirmation of appointment services.

**Research:** In limited circumstances, we may use and disclose your protected health information for research purposes. In all cases where your specific authorization is not obtained, your privacy will be protected by strict confidentiality requirements applied by an Institutional Review Board which oversees the research or by representations of the researchers that limit their use and disclosure of your information.

**Other Uses and Disclosures:** We are permitted and/or required by law to make certain other uses and disclosures of your protected health information without your consent or authorization for the following:

- Any purpose required by law; Patient Portal Compliance;
- Public health activities such as required reporting of immunizations, disease, injury, birth and death, or in connection with public health investigations;
- If we suspect child abuse or neglect; if we believe you to be a victim of abuse, neglect or domestic violence;
- To the Food and Drug Administration to report adverse events, product defects, or to participate in product recalls;
- To your employer when we have provided health care to you at the request of your employer;
- To a government oversight agency conducting audits, investigations, civil or criminal proceedings;
- Court or administrative ordered subpoena or discovery request;
- To law enforcement officials as required by law if we believe you have been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law;
- To coroners and/or funeral directors consistent with law;
- If necessary to arrange an organ or tissue donation from you or a transplant for you;
- If you are a member of the military, we may also release your protected health information for national security or intelligence activities; and
- To workers' compensation agencies for workers' compensation benefit determination.

**DISCLOSURES REQUIRING AUTHORIZATION:**

**Psychotherapy Notes:** We must obtain your specific written authorization prior to disclosing any psychotherapy notes unless otherwise permitted by law. However, there are certain purposes for which we may disclose psychotherapy notes, without obtaining your written authorization, including the following: (1) to carry out certain treatment, payment or healthcare operations (e.g., use for the purposes of your treatment, for our own training, and to defend ourselves in a legal action or other proceeding brought by you), (2) to the Secretary of the Department of Health and Human Services to determine our compliance with the law, (3) as required by law, (4) for health oversight activities authorized by law, (5) to medical examiners or coroners as permitted by state law, or (6) for the purposes of preventing or lessening a serious or imminent threat to the health or safety of a person or the public.

**Genetic Information:** We must obtain your specific written authorization prior to using or disclosing your genetic information for treatment, payment or health care operations purposes. We may use or disclose your genetic information, or the genetic information of your child, without your written authorization only where it would be permitted by law.

**Marketing:** We must obtain your authorization for any use or disclosure of your protected health information for marketing, except if the communication is in the form of (1) a face-to-face communication with you, or (2) a promotional gift of nominal value.

**Sale of Protected Information:** We must obtain your authorization prior to receiving direct or indirect remuneration in exchange for your health information; however, such authorization is not required where the purpose of the exchange is for:

- Public health activities;
- Research purposes, provided that we receive only a reasonable, cost-based fee to cover the cost to prepare and transmit the information for research purposes;
- Treatment and payment purposes;
- Health care operations involving the sale, transfer, merger or consolidation of all or part of our business and for related due diligence;
- Payment we provide to a business associate for activities involving the exchange of protected health information that the business associate undertakes on our behalf (or the subcontractor undertakes on behalf of a business associate) and the only remuneration provided is for the performance of such activities;
- Providing you with a copy of your health information or an accounting of disclosures;
- Disclosures required by law;
- Disclosures of your health information for any other purpose permitted by and in accordance with the Privacy Rule of HIPAA, as long as the only remuneration we receive is a reasonable, cost-based fee to cover the cost to prepare and transmit your health information for such purpose or is a fee otherwise expressly permitted by other law; or
- Any other exceptions allowed by the Department of Health and Human Services.

**RIGHTS THAT YOU HAVE REGARDING YOUR PROTECTED HEALTH INFORMATION:**

**Access to Your Protected Health Information:** You have the right to copy and/or inspect much of the protected health information that we retain on your behalf. For protected health information that we maintain in any electronic designated record set, you may request a copy of such health information in a reasonable electronic format, if readily producible. Requests for access must be made in writing and signed by you or your legal representative. You may obtain a "Patient Access to Health Information Form" from the front office person. You will be charged a reasonable copying fee and actual postage and supply costs for your protected health information. If you request additional copies you will be charged a fee for copying and postage.

**Amendments to Your Protected Health Information:** You have the right to request in writing that protected health information that we maintain about you be amended or corrected. We are not obligated to make requested amendments, but we will give each request careful consideration. All amendment requests, must be in writing, signed by you or legal representative, and must state the reasons for the amendment/correction request. If an amendment or correction request is made, we

may notify others who work with us if we believe that such notification is necessary. You may obtain an "Amendment Request Form" from the front office person or individual responsible for medical records.

**Accounting for Disclosures of Your Protected Health Information:** You have the right to receive an accounting of certain disclosures made by us of your protected health information after April 14, 2003. Requests must be made in writing and signed by you or your legal representative. "Accounting Request Forms" are available from the front office person or individual responsible for medical records. The first accounting in any 12-month period is free; you will be charged a fee for each subsequent accounting you request within the same 12-month period. You will be notified of the fee at the time of your request.

**Restrictions on Use and Disclosure of Your Protected Health Information:** You have the right to request restrictions on uses and disclosures of your protected health information for treatment, payment, or health care operations. We are not required to agree to most restriction requests, but will attempt to accommodate reasonable requests when appropriate. You do, however, have the right to restrict disclosure of your protected health information to a health plan if the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law, and the protected health information pertains solely to a health care item or service for which you, or someone other than the health plan on your behalf, has paid [Practice Name] in full. If we agree to any discretionary restrictions, we reserve the right to remove such restrictions as we appropriate. We will notify you if we remove a restriction imposed in accordance with this paragraph. You also have the right to withdraw, in writing or orally, any restriction by communicating your desire to do so to the individual responsible for medical records.

**Right to Notice of Breach:** We take very seriously the confidentiality of our patients' information, and we are required by law to protect the privacy and security of your protected health information through appropriate safeguards. We will notify you in the event a breach occurs involving or potentially involving your unsecured health information and inform you of what steps you may need to take to protect yourself.

**Paper Copy of this Notice:** You have a right, even if you have agreed to receive notices electronically, to obtain a paper copy of this Notice. To do so, please submit a request to the Privacy Officer at the address below.

**Complaints:** If you believe your privacy rights have been violated, you can file a complaint in writing with the Privacy Officer. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services at the below address. There will be no retaliation for filing a complaint.

Office for Civil Rights

Department of HHS  
Jacob Javits Federal Building  
26 Federal Plaza - Suite 3312  
New York, NY 10278  
Voice Phone (212) 264-3313  
FAX (212) 264-3039  
TDD (212) 264-2355

**For Further Information:** If you have questions, need further assistance regarding or would like to submit a request pursuant to this Notice, you may contact the Orthopaedic Specialists of Dallas Privacy Officer by phone at (972)771-8111 or at the following address: 1301 Summer Lee Drive, Rockwall, Texas 75032. This Notice of Privacy Practices is also available on our Orthopaedic Specialists of Dallas web page at [www.dallasortho.net](http://www.dallasortho.net).



Patient Name:

DATE:

Patient Signature:

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\*\*State below any physician, family member, or person who you would allow to have access to your medical records.\*\*

1. []

2. []

3. []

4. []

5. []

### Patient Portal- Terms and Agreement

The information provided on the website and patient portal is not a substitute for the advice from the physician. Always seek the advice of your physician or other qualified health care professional with any questions you may have regarding medical symptoms or a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the website.

If you think you have a medical or psychiatric emergency, call 911 or go to the nearest hospital.

BY USING THE WEBSITES OR BY CLICKING "I ACCEPT" BELOW, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE WEBSITES.

#### Web Privacy Statement

Your privacy is very important to us and we will make every reasonable effort to safeguard any information we collect.

**Receive Medical Records.** You have the right to review and receive copies of your medical records, subject to legal restrictions and any appropriate copying or retrieval charge(s). You can also designate someone to obtain your records on your behalf. **Orthopaedic Specialists of Dallas** will not release your medical information without your written consent, except as required or permitted by law.

#### Use of Electronic Mail

We may provide email links on our website to encourage and facilitate doctor-patient communication. Unless otherwise noted, electronic mail is not a completely secure and confidential means of communication. Non-

encrypted electronic communications may be accessed and viewed by other Internet users without your knowledge and permission while in transit to us.

This privacy statement is effective January 1, 2014. This privacy statement is subject to change. We encourage you to review it from time to time.

#### **Email Communications with Orthopaedic Specialists of Dallas**

By accepting these Terms and Conditions, you agree to receive essential communications by email. These communications may include (but are not limited to):

- notification that an important message awaits you on the patient portal (this may be a message from your doctor, a new lab test result, an appointment confirmation, a response from a pharmacist, etc.)
- General health communications from **Orthopaedic Specialists of Dallas**

#### **Access, correction, and data integrity**

Although we attempt to maintain the integrity and accuracy of the information on the websites, we make no guarantees as to its correctness, completeness, or accuracy. The websites may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the Websites by third parties without our knowledge. If you believe that information found on the Websites is inaccurate or unauthorized, please inform us by contacting our office.

**Orthopaedic Specialists of Dallas** provides you with a number of interactive online services to help you better manage your health. These services may include (but are not limited to):

- secure messaging, including:
  - email your doctor's office
  - appointment request
  - immediate access to medical records

You agree that you will not upload or transmit any communications or content of any type (including secure messaging) that infringe upon, misappropriate or violate any rights of any party.

In consideration of being allowed to use the websites' interactive services, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

- signing on as or pretending to be another person (Note: this does not restrict authorized use of the "Act for a Family Member" feature on the websites.)
- using secure messaging for any purpose in violation of local, state, national, international laws or posted **Orthopaedic Specialists of Dallas** policies
- transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others
- transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including **Orthopaedic Specialists of Dallas** personnel) or entity as determined by **Orthopaedic Specialists of Dallas** in its sole discretion
- using interactive services in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others
- collecting information about others, including email addresses

- intentionally distributing viruses or other harmful computer code

**Orthopaedic Specialists of Dallas** expressly reserves the right, in its sole discretion, to terminate a user's access to any interactive services and/or to any or all other areas of the Websites due to any act that would constitute a violation of these Terms and Conditions.

By accepting these Terms and Conditions, you agree to receive essential communications by email. These communications may include (but are not limited to):

- notification that an important message awaits you on the patient portal (this may be a message from your doctor, a new lab test result, an appointment confirmation, a response from a pharmacist, etc.)
- General health communications from **Orthopaedic Specialists of Dallas**

**Disclaimer**

THE WEBSITES AND THEIR CONTENT AND ALL SITE-RELATED SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, ALL SITE-RELATED SERVICES, AND THIRD PARTY WEBSITES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY **Orthopaedic Specialists of Dallas** OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OF ANY KIND. ANY REFERENCES TO SPECIFIC PRODUCTS OR SERVICES ON THE WEBSITES DO NOT CONSTITUTE OR IMPLY A RECOMMENDATION OR ENDORSEMENT BY **Orthopaedic Specialists of Dallas** UNLESS SPECIFICALLY STATED OTHERWISE.

**Limitation of liability; choice of law**

**Orthopaedic Specialists of Dallas** AND ITS AFFILIATES, SUPPLIERS, AND OTHER THIRD PARTIES MENTIONED OR LINKED TO ON THE WEBSITES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE WEBSITES, SITE-RELATED SERVICES AND PRODUCTS, CONTENT OR INFORMATION CONTAINED WITHIN THE WEBSITES, AND/OR ANY THIRD PARTY WEBSITE, WHETHER BASED ON

WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITES, SITE-RELATED SERVICES, AND/OR THIRD PARTY WEBSITES IS TO STOP USING THE WEBSITES AND/OR THOSE SERVICES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THESE TERMS AND CONDITIONS ARE GOVERNED BY **Orthopaedic Specialists of Dallas** LAW WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW. IF ANY VERSION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) IS ENACTED AS PART OF THE LAW OF **Orthopaedic Specialists of Dallas**, THAT STATUTE SHALL NOT GOVERN ANY ASPECT OF THESE TERMS AND CONDITIONS.

Patient Signature:

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