

### K.JAY BARTON FNP-C

Address 24 North 100 East, Spanish Fork, UT 84660
Tel. (801) 504-6421 Fax (801) 504-6468 www.familyfirstmedical.net Email: info@familyfirstmedical.net

PATIENT INFORM	<u>ATION</u>				
Date:					
Patient Name:				. <b></b>	
	Last	First	M.I.		
Sex:	Age:	DOB:			
Address:					
Street		City		State	Zip code
Phone number:		Cell:			
Best time to be reached	l:				
Email:					
Marital status: married	single widowed	other			
Ethnicity: Hispanic N	Ion-Hispanic				
Race: White Native	American Asian	African American F	acific Islander (	Other	
Spouse:		DOB:			
IN CASE OF EMER	RGENCY				
Name:					
Relationship:					
Phone Number:					
CONSENT OF TRE	<u>ATMENT</u>				
physician(s) may deem will determine the prope	advisable in treatner disposition of any nain in effect until I	diagnostic and laborator nent of my case (or as leg y tissues, parts, or body fl choose to revoke it in wri	al guardian for pati uids consistent with	ent). Family	y First Medical
		[	Date:		



## Primary Insurance Company:

Claims Address:			
City			
Group No	ID No		
Relationship of Patient to Insured: (Circl	e One) Self Spo	use Child Other	
Policy Holder:			
Date of Birth:/			
Mailing Address:		Apt	#
City	State	Ziļ	o
Preferred Phone:( )			
Date of Birth/ Social Se	ec. No:		
Employer:			
Employer Phone: ( )			
Secondary Insurance Company:			
Claims Address:			
City		State	Zip
Group No	ID No.		
Relationship of Patient to Insured: (Circl	e One) Self Spo	use Child Other	
Policy Holder: I understand and agree that I am financially responsible for all medically necessary" by my third party insurance carrier. I agr	deductible amounts, co-iree to pay a service charge	ate of Birth:surance, non-covered se of \$25.00 for each check	ervices or services deemed as "non- k returned to this facility.
It is understood and agreed that if I fail to pay this account in a other costs incurred for collection of this account.	accordance with policy, the	en I will pay all reasonab	ole attorney fees and
Patient Signature			



# Patient Health History

Patien	it Name:			Todays Date:
Age:		DOB:	B:Last Physical Exam:	
Sympt	toms: check (X) if you cur	rently hav	e or have had in the	e past vear
GENE		- · <b>y</b> · ·		. 1
	Chills	GAST	ROINTESTINAL	☐ Ringing in ears
	Depression		Poor appetite	☐ Sinus problems
	Dizziness		Bloating	☐ Vision- flashes
	Fainting		Bowel changes	□ Vision- halos
	Fever		Constipation	MEN ONLY
	Forgetfulness		Diarrhea	☐ Lump in testicles
	Headache		Excessive hunger	☐ Erection difficulties
	Loss of sleep		Excessive thirst	<ul><li>□ Penis discharge</li><li>□ Sores on penis</li></ul>
	Loss of weight		Hemorrhoids	WOMEN ONLY
	Nervousness		Nausea	☐ Abnormal pap smear
	Numbness		Rectal Bleeding	☐ Bleeding between periods
	Sweats	П	Stomach Pain	<ul><li>Breast lump</li></ul>
_	LE/JOINT/BONE		Bleeding	<ul><li>Menstruation cramps</li></ul>
Pain, we	akness, numbness in:		IOVASCULAR	□ Nipple discharge
	Arms		Chest pain	□ Painful intercourse
	Back		High blood pressur	□ Vaginal discharge ure Last pap
	Feet		Irregular Heart Be	G 100 G G 10
	Hands		Low blood pressur	
	Hips		Poor circulation	re Last Mammogram
	Legs		Rapid heart beat	
	Neck		Ankle swelling	Are you pregnant: Yes No
	Shoulders	П	Varicose Veins	Number of pregnancies
<b>GENI</b>	ΓO-URINARY	_	EARS/NOSE/THROA	<b>AT</b>
	Blood in urine		Bleeding gums	Number of live children
	Urine frequency		Crossed vision	
	Painful Urination		Blurred vision	
SKIN			Difficulty swallowing	ng
	Bruise easily		Double vision	
	Hives		Earache	
	Itching		Ear discharge	
	Change in moles		Hay fever	
	Rash		Hoarseness	
	Scars		Loss of hearing	
П	Sores that won't heal		Nosebleeds	
			Persistent cough	



List your prescribed medications, over-the-counter drugs, and vitamins:

MEIDCATION NAME	STENGTH	FREQUENCY TAKEN
Do you smoke? No Yes,	for how long?	How many packs day
Do you drink alcohol? No	Yes, how much?	
Surgeries/hospitalizations	·	
Allergies to Medications:		
Does anyone in your fam	•	Relationship to Patient?
	type?	<del></del>
□ Diabetes		<del></del>
☐ High blood pressure	?	·
☐ Heart disease		<del></del>
□ Other:		

#### ARBITRATION AGREEMENT

#### **Article 1 Dispute Resolution**

By signing this Agreement ("Agreement") we are agreeing to resolve any claim for medical malpractice by the dispute resolution process described in this Agreement. Under this Agreement, you can pursue your Claim and seek damages, but you are waiving your right to have it decided by a judge or jury.

#### **Article 2 Definitions**

- A. The term "we," "parties" or "us" means you, (the Patient), and the Provider.
- B. The term "Claim" means one or more Malpractice Actions defined in the Utah health Care Malpractice Act (Utah Code 78-14-3(15)). Each party may use any legal process to resolve non-medical malpractice claims.
- C. The term "Provider" means the physician, group or clinic and their employees, partners, associates, agents, successors and estates.
- D. The term "Patient" or "you" means:
  - (1) you and any person who makes a Claim for care given to YOU, such as your heirs,
  - (2) your unborn child or newborn child for care provided during the 12 months immediately following the date you sign this Agreement, or any person who makes a Claim for care given to that unborn or newborn child.

#### **Article 3 Dispute Resolution Options**

- A. Methods Available for Dispute Resolution. We agree to resolve any Claim by:
  - (1) working directly with each other to try and find a solution that resolves the Claim, OR
  - (2) using non-binding mediation (each of us will bear one-half of the costs); OR
  - (3) using binding arbitration as described in this Agreement. You may choose to use any or all of these methods to resolve your Claim.
- B. Legal Counsel. Each of us may choose to be represented by legal counsel during any stage of the dispute resolution process, but each of us will pay the fees and costs of our own attorney.
- C. Arbitration Final Resolution. If working with the Provider or using non-binding arbitration. We both agree that the decision reached in binding arbitration will be final.

#### **Article 4 How to Arbitrate a Claim**

- A. Notice. To make a Claim under this Agreement, mail a written notice to the Provider by Certified mail that briefly describes the nature of your Claim (the "Notice"). If the Notice is sent to the provider by certified mail it will suspend (toll) the applicable statute of limitations during the dispute resolution process described in this Agreement.
- B. Arbitrators. Within 30 days of receiving the Notice, the Provider will contact you. If you and the Provider cannot resolve the Claim by working together or through mediation, we will start the process of choosing arbitrators. There will be three arbitrators, unless we agree that a single arbitrator may resolve the Claim.
  - (1) Appointed Arbitrators. You will appoint an arbitrator of your choosing and all Providers will jointly appoint an arbitrator of their choosing.
  - (2)Jointly Selected Arbitrator. You and your Provider(s) will then jointly appoint an Arbitrator (the "Jointly-Selected Arbitrator"). If you or the Provider(s) cannot agree upon a Jointly-Selected Arbitrator, the Arbitrators appointed by each of the parties will choose the Jointly-Selected Arbitrator from a list of individuals by the state of federal courts of Utah. If the arbitrators cannot agree on a Jointly-Selected Arbitrator, either or both of us may request that a Utah court select an individual from the lists described above. Each party will pay their own fees and costs in such an action. The Jointly-Selected Arbitrator will preside over the arbitration hearing and have all other powers of an arbitrator as set forth in the Utah Uniform Arbitration Act.
- C. Arbitration Expenses. You will pay the fees and costs of the arbitrator you appoint and the Provider(s) will pay the fees and costs of the arbitrator the Provider(s) appoints. Each of us will also pay one-half of the fees and expenses of the Jointly-Selected Arbitrator and any other expenses of the Jointly-Selected Arbitrator and any other expenses of the arbitration panel.
- D. Final and Binding Decision. A majority of the three arbitrators will make a final decision on the Claim. The decision shall be consistent with the Utah Uniform Arbitration Act.
- E. All Claims May be Joined. Any person or entity that could be appropriately named in a court proceeding ("Joined Party") is entitled to participate in this arbitration as long as that person or entity agrees to be bound by the arbitration decision ("Joinder"). Joinder may also include Claims against persons or entities that provided care prior to the signing date of this Agreement. A "Joined Party" does not participate in the selection of the arbitrators but is considered a "Provider" for all other purposes of this Agreement.

#### **Article 5 Liability and Damages May Be Arbitrated Separately**

At the request of either party, the issues of liability and damages will be arbitrated separately. If the arbitration panel finds liability, the parties may agree to either continue to arbitrate damages with the initial panel or either party may cause that a second panel be

selected for considering damages. However, if a second panel is selected, the Jointly Selected arbitrator will remain the same and will continue to preside over the arbitration unless the parties agree otherwise.

#### Article 6 Venue/ Governing Law

The arbitration hearing will be held in a place agreed to by the parties. If the parties cannot agree, the hearings will be held in Salt Lake City, Utah. Arbitration proceedings are private and shall be kept confidential. The provisions of the Utah Uniform Arbitration Act and the Federal Arbitration Act govern this Agreement. We hereby waive the pre litigation panel review requirements. The arbitrators will apportion fault to all persons or entities that contributed to the injury claimed by the Patient, whether or not those persons or entities are parties to the arbitration.

#### Article 7 Term/ Rescission/ Termination

A. Term. This Agreement is binding on both of us for one year from the date you sign it unless you rescind it. If it is not rescinded, it will automatically renew every year unless either party notifies the other in writing of a decision to terminate it.

B. Rescission. You may rescind this Agreement within 10 days of signing it by sending written notice by registered or certified mail to the Provider. The effective date of the rescission notice will be the date the rescission is postmarked. If not rescinded, this Agreement will govern all medical services received by the Patient from Provider after the date of signing, except in the case of a Joined Party that provided care prior to the signing of this agreement (see Article 4(E)).

C. Termination. If the Agreement has not been rescinded, either party may still terminate it at any time, but termination will not take effect until the next anniversary of the signing of the Agreement. To terminate this Agreement, send written notice by registered or certified mail to the Provider. This Agreement applies to any Claim that arises while it is in effect, even if you file a Claim or request arbitration after the Agreement has been terminated.

#### **Article 8 Severability**

If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and will not be affected by the invalidity of any other provision.

#### **Article 9 Acknowledgement of Written Explanation of Arbitration**

I have received a written explanation of the terms of this Agreement. I have had the right to ask questions and have my questions answered. I understand that any Claim I might have must be resolved through the dispute resolution process in this Agreement instead of having them heard by a judge or jury. I understand the role of the arbitrators and the manner in which they are selected. I understand the responsibility for arbitration related costs. I understand that this Agreement renews each year unless cancelled before the renewal date. I understand that I can decline to enter into the Agreement and still receive health care. I understand that I can rescind this Agreement within 10 days of signing it.

Article 10 Receipt of Copy I have received a copy of this document.

Provider FAMILY FIRST MEDICAL						
Name of Physican, Group, Clinic	Name of Patient (Print)					
Ву:						
Signature of Physician or Authorized Agent	Signature of Patient or Patients Representative	(Date)				