### -- Auto Accident Information -- Copyright © 1987, 2002 and 2012, by Gary N. Lewkovich, DC, All Rights Reserved

Please complete this packet as completely and as accurately as your current condition allows. Where response choices are required, please use a check mark "\" to indicate the most appropriate answer. If a question does not apply to you, please write "N/A" (not applicable). If you are unsure about how to accurately answer a question, write a "?" next to it. Please PRINT all responses and ask for assistance if you have any questions.

Patient's Name:	Today's Date:	Date of Injury:		
Age: Date of Birth: Gender: M	F Marital Status:	SS#:		
Street Address:	City:	State: Zip:		
Home Phone: () Mobile Phone: ()	Email Addı	ess:		
Emergency Contact Name:	Emergenc	y Phone: ()		
Occupation:	Employer:	80 20 20 20 20 20 20 20 20 20 20 20 20 20		
Employer's Address: Work Phone:				
At the time of the collision, who was driving the vehicle yo (Do Not Complete This Section If <i>You</i> Were the Driver) Dri	an in the product of the second se			
Driver's Address:				
Direct s Address.	DI	ivel s i lione.		
Was the vehicle registered to you? Yes No If no	t who was it registered to?			
Your seating position in the vehicle: Front Seat				
Was anyone else in the vehicle with you at the time of the				
Name	Relationship A			
1.		Yes No Unsure		
2	-	Yes No Unsure		
3,		Yes No Unsure		
4		Yes No Unsure		
Were you on the job at the time of the collision? Yes	No. If yes was it reporte	ed to your employer? \( \subseteq \text{Ves} \subseteq \text{No.}		
Location of the accident:		The section of the se		
What were the road and weather conditions like at the tin				
Please describe, in detail, how the accident happened:				
riease describe, in detail, now the accident happened.				
Please diagram the accident below:	Total number of vehic	cles involved in the collision:		
rease diagram the accident below.	Total number of impa			
	Side(s) of your vehicl			
		ap & shoulder belt? Yes No		
		raint? Yes No		
	At impact, was head f	forward of head restraint? Yes No		
	At impact, was your h	nead rotated? Yes No		
	At impact, was your t	orso rotated? Yes No		
	At impact, was your b	oody leaning forward? Yes No		
	Did you anticipate the	e impact? Yes No		
	Estimated speed of Y	OUR vehicle at impact: mph		
	Estimated speed of O'	THER vehicle at impact: mph		

Did you strike anything within the vehicle? Yes No If yes, please identify the item struck in the vehicle from the list below. Also, please draw a line from the item impacted to the part of the body struck.
Airbag Dashboard Windshield Steering wheel Gear selector Head restraint Inner door panel Ceiling Armrest
Did the seat you were in break and/or fall backwards from the impact? Yes No Explain:
Did any windows break in your vehicle? Yes No If yes, please identify:
Was there any "flying" glass from the impact? Yes No If yes, please identify:
Were there any: Cuts? Yes No / Bruises? Yes No / Abrasions? Yes No / Photos taken? Yes No
If yes, please describe:
Make and model of the vehicle you were in:
Make and model of the other vehicle(s): YesNo
Describe any damage done to the other vehicle(s):
Photos taken? Yes No
After impact, did you: lose consciousness at any time? Yes No lose bowel or bladder control? Yes No
have facial numbness/speech problems? Yes No
extremity numbness/weakness? Yes No No
Were you able to get out of the vehicle on your own? Yes No If not, who helped you?
If you were assisted out of your vehicle, describe how you were removed:
Did you receive any first aid at the scene? Yes No If yes, by whom?
If applicable, what first aid was provided to you at the scene?
Who was called or came to the accident scene? Highway Patrol Local Police Sheriff Paramedics  Ambulance Other
Was a report made? Yes No If yes, do you have a copy? Yes No Not yet, but I will provide it.

	rgency room? Yes No Urgen to any of the above questions, please id		
What was done for you	there? Exam: Yes No X-ray: Yes No MRI: Yes No CT: Yes No	Pain medication: Yes Anti-inflammatories: Yes Muscle relaxants: Yes Supports/Braces: Yes	No No No No
What diagnoses were y Were you told to do an	ou given?ything by the attending doctor? Tyes	No If yes, please indentify:	
	at any time as a result of the injuries yo		
What was done for you	at the hospital?		
Describe symptoms:	Immediately after the accident:		
	Later that same day:		
	The next day:		
75/	er health care professional since the first elow: (Begin with the person you saw first Title Dates seen	The state of the s	or you?
Please identify any oth	er treatment for this injury (check all the	at apply):  Restricted home activities:	(specify)
Cold Rest Exercise Stretches	Slept on a different surface  Minimized motions of the head  Minimized overhead work  Minimized lifting	Restricted work activities:  Continued prescription meds:	
Other:	Minimized sitting		
Have you missed any v	work and/or job opportunities as a resul	t of your auto accident? Yes 1	No Please identify:

Have you had any injur	y or significant illr	ness since the auto injur	y? Yes No If yes	, please describe:
			to the auto injury? Yes	No If yes, what was the
			ndition, how long were you	treated, by whom, and what
	-			ury? Yes No If yes,
Are you currently unde	-5	5 3	o If yes, who is the doctor	and what is he/she treating
What medications, pres	19		reat any condition or injury	unrelated to your auto
discharge did you recei	ve?			
Whiplash Scoliosis Spondylosis Fibromyalgia TMJ Problem	Neck Sprain Back Sprain Osteoporosis Pagets Disease Spinal Stenosis	been diagnosed as having Spondylolysis Facet Arthrosis Disc Protrusion Spinal Infection Spondylolisthesis	ng any of the following? C Vertebral Fracture Metabolic Disorder Diabetes Type 1 or 2 Any Spinal Anomaly Extremity Dislocation	ircle all that apply.  Rheumatoid Arthritis  Ankylosing Spondylitis  Foraminal Encroachment  Carpal Tunnel Syndrome  Degenerative Disc Disease
Do you currently use to Do you currently drink Did you have any recre often did you do them?	obacco products? [ alcohol? Yes eational activities o	No If yes, how mur hobbies before the acc	now much do you smoke peach and how often?	er day?yes, what were they and how

Current Medical Complaints
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It is important to carefully identify your current complaints. Use the body diagram to identify the location and nature of your symptoms. Please use the key below.

+++ = sharp or stabbing

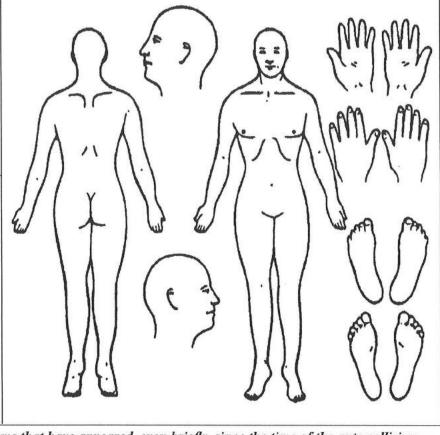
 $\sim = burning$ 

ooo = pins and needles

vvv = dull or aching

/// = numbness

-- Comments --



### --- Circle the number of any and all symptoms that have appeared, even briefly, since the time of the auto collision.---

- 1. Nausea
- 2. Vertigo/dizziness/lightheadedness
- 3. Neck pain/stiffness
- 4. Headache
- 5. Photophobia (sensitivity to light)
- 6. Phonophobia (sensitivity to loud noises)
- 7. Tinnitus (ringing in the ears)
- 8. Impaired memory
- 9. Difficulty concentrating
- 10. Impaired comprehension or awareness
- 11. Prolonged, unexplained staring
- 12. A feeling of having a "brain fog"
- 13. Forgetfulness
- 14. Impaired logical thinking
- 15. Difficulty with new or abstract concepts
- 16. Insomnia (difficulty sleeping)
- 17. Fatigue
- 18. Apathy
- 19. Outburst of anger
- 20. Mood swings
- 21. Depression
- 22. Loss of libido (sex drive)
- 23. Personality change
- 24. Intolerance to alcohol

- 25. Clicking in the jaw
- 26. Popping in the jaw
- 27. Locking of the jaw
- 28. Side shift of the jaw upon opening
- 29. Inability to open the mouth wide
- 30. Pain on chewing
- 31. Facial pain
- 32. Grinding your teeth
- 33. Jaw muscles sore upon waking
- 34. Chewing on one side of your mouth
- 35. Painful teeth
- 36. Loose or chippped teeth
- 37. Tender muscles in front of the neck
- 38. Pain on swallowing
- 39. Difficulty swallowing
- 40. Intolerance to strong odors
- 41. Decreased ability to smell
- 42. Decreased ability to taste
- 43. Vision changes
- 44. Blood in the urine
- 45. Pain over one or both kidneys
- 46. Urinary problems

- 47. Loss of weight
- 48. Weight gain
- 49. Nightmares
- 50. Pain on inhaling deeply
- 51. Indigestion
- 52. Diarrhea
- 53. Constipation
- 54. Vomiting
- 55. Nervousness
- 56. Cramping
- 57. Knees buckling unexpectedly
- 58. Dropping things easily
- 59. Weakness in the arms or legs

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### Anaheim Hills Chiropractic & Sports Injury Clinic

Timothy R. Noble, DC, DACBSP, CSCS
5769-P Santa Ana Canyon Rd Anaheim Hills, CA 92807 (714) 974-3700 Fax (714) 282-1830

### **Informed Consent to Chiropractic Treatment**

As with any healthcare procedure there are certain complications which may arise during chiropractic manipulation and therapy. Doctors of Chiropractic are required to advise patients that there are risks associated with such treatment. In particular you should note:

- 1.) Some patients may experience some stiffness or soreness following the first few days of treatment.
- 2.) Some types of manipulation have been associated with injuries to the arteries of the neck leading or contributing to serious complications including stroke. This occurrence is exceptionally rare and remote. However, you are being informed of the possibility regardless of the extreme remote chance.
- 3.) I will make every effort to screen for any contraindications to care; however, if you have a condition that would otherwise not come to my attention, it is your responsibility to inform me.
- 4.) Other complications may include fractures, disc injuries, dislocations, muscle strain, cervical myelopathy, costovertebral strains and separations, and burns.

The probabilities of these complications are rare and generally result from some underlying weakness of the bone or tissue which I check for during the history, examination, and x-ray (when warranted).

I acknowledge I have had the opportunity to discuss associated risks as well as the nature and purpose of treatment with my chiropractor.

I consent to the chiropractic treatments offered or recommended to me by my chiropractor, including spinal manipulation. I intend this consent to apply to all my present and future chiropractic care.

Patient Signature	Patient Name
Witness Signature	Date

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170	-

Check each of the activities which you have difficulty performing and/ or can perform only with pain. (There is no particular priority in the order presented.)

## HOUSEWORK

- Doing laundry
- Making beds
- \_Vacuuming
- Washing dishes
- \_Ironing
- Carrying Groceries
- Caring for pets
- Cooking
- Other

## YARDWORK

- Mowing Lawn
- Shoveling snow
- Raking Leaves
- \_Gardening

# Activities of Daily Living

# PERSONAL GROOMING

- Combing hair
- \_Shaving
- \_In/Out bathtub
- \_ Brushing teeth

Other

### TRAVEL

- Driving
- Riding (Passenger)

### Minutes per day Type vehicle

- Auto
- Train\_\_\_\_\_
- Bus\_\_\_\_\_Truck

# Airplane

Getting in and our of auto Playing piano Using typewriter/computer Kneeling Sexual intercourse Exercising Sleeping Using telephone Sitting in recliner Swimming	OTHER: Please list any other difficulties you are experiencing with activities you have engaged in since your condition arose:  Date
GENERAL Walking Standing Running Sitting Lifting children Bending Climbing stairs Reading Lying in Bed Chewing	OTHER: Please list any other difficulties you are you have engaged in since your condition arose:

# ACTIVITIES OF DAILY LIVING



### Third Party Lien and Direct Payment to Provider

	him/her for medical/chiropractic ser such sums from any settlement, judgand fully compensate said doctor. A said doctor which would otherwise	R. Noble such sums as may be rvices rendered me by reason of the accider gment or verdict as may be necessary to ad and I hereby further request that payment be paid to myself, as the result of the treatmerewith. This is a direct assignment of my to the series of the series of the treatmere are such sums as may be reasonable as a sum of the accident and a sum of the accident as a sum of the acc	equately protect e made directly to ment charges	
Diplomate of American Chiropractic	submitted by him/her for services redoctor's protection and in considera	and fully responsible to said doctor for all endered me and that this agreement is made tion of his/her awaiting payment. And I furent on any settlement, judgment or verdict vertically.	e solely for said ther understand	
Board of Sports Physicians	Please acknowledge your agreement to this request by signing below and returning to the doctor's office below. I have been advised that if you do not wish to cooperate in protecting the doctor's interest, the doctor will not await payment, but may declare the entire balance due and payable by me.			
State-Appointed Qualified	Date	Patient Signature		
Medical Examiner  The undersigned Insurance company does hereby agree to observe all the terms of the a agrees to withhold such sums from any settlement, judgment or verdict, as may be nece adequately protect and fully compensate said doctor above and below named and make payable directly to said doctor.  Certified Industrial Disability Evaluator  Date			as of the above and y be necessary to	
Exercise Rehabilitation		Insurance Company Representative		
		Print First and Last Name		
	Please date, sign an	d return one copy to the doctor's office bel	ow.	

### Anaheim Hills Chiropractic & Sports Injuries Clinic

5769-P East Santa Ana Canyon Rd. • Anaheim Hills, CA 92807 • (714) 974-3700 • Fax (714) 282-1830

Timothy R. Noble, D.C., C.C.S.P., Q.M.E. Sports Chiropractor • Orthopedics Qualified Medical Examiner

### Recession of Attorney Assignment of Benefits

To Whom It May Concer	n:
Í,insurance company to reseabove claim.	being the insured on this policy, specifically direct you, my cind and cancel any assignment given to you by my attorney on the
provider of these services	rsement for ALL services be paid DIRECTLY to my doctor, the under the terms of my contract with this company. NO other third nent of my medical/chiropractic bills except treating doctor for the
Patient/Insured Signatur	e Date

PATIENT N	IAME.		DATE.
PATIENTIN	AME		DATE:
Patient Ident	ification:	Social Security No/ID: Medical Record No:	Date of Birth:
REQUEST	RECORD	S FROM (Name and address of Doc	tor/Facility where patient's medical records are presently located):
Name:			, and proceedings to the process of
Address:			
SEND THE S	SPECIFIED	AND AUTHORIZED MEDICA	L RECORDS TO:
Doctor's Na		Timothy R. Noble DC, D	
Address:			n Road, Anaheim, CA 92807
Telephone:		714-974-3700	
☐ All Medica ☐ X-Ray/MR ☐ EMG, SSE ☐ Other	U/CT reports P, Nerve Co	onduction, Laboratory tests, Diagno	stic Test Reports
		THORIZED FOR RECORDS RE	LEASE
Medical reco	ords from (i	nsert date)	to (insert date)
If no dates a	re indicated	, this authorization will remain	alid for 30 days.
PURPOSE O  ☐ At request ☐ Other:		SE OF INFORMATION tient	5
facility to be postate the Health I expect the ho 123.110 of the This authorizate except to the except to the except to the postate in the po	hotocopied, re Insurance Po Ider of my me California He tion may be re extent a source	eleased and mailed to above doctor /fa rtability and Accountability Act (HIPA edical records to mail my specified me ealth & Safety Code, these records/film evoked by me, at any time, by advising	health information in my medical records kept at your office or acility at the indicated address for the specified dates. I understand AA) applies to my medical records and protected health information addical records as soon as reasonably possible. According to Section is must be transmitted within 15 days from the receipt of this notice g the doctor's office (privacy officer) of this revocation in writing it. I have been advised that if I choose to not sign this authorization for benefits, enrollment, or payment.
EXPIRES: T	his authorizat	ion is good for 12 months from the dat	e signed for the disclosure of the information described above.
			HIV/AIDS, communicable disease, alcohol or drug treatment, ee, genetic testing, and psychiatric or psychotherapy notes.
Patient Nam	e (Print Cle	arly):	
Individual A	Authorizin	g Disclosure:	<i>J</i>
		Signature	Date rity to sign: □ Parent of minor, □ Guardian

This general and specific authorization to disclose was developed to comply with the provisions regarding disclosure of medical information under HIPAA: 45 CFR parts 160 and 164, 42 CFR part 2, 38 CFR, 34 CFR parts 99 and 300, and State law.

### **AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION-RECORDS**

Last Name:	MI:	First Name:	
Home Address:	City:	State:	Zip:
Date Birth:	Social Securit	y No/ID:	
The 1996 Health Insurance Portability and Accountability Acprivacy and security laws (45 CFR 164). Patient confidential (PHI). Federal Laws now require signed and dated authorize medical information, confidentiality, and patient rights relating valid you must complete this entire form, indicate an expiration conclusion of care, when my case is closed or at the end of my representative, request and authorize that my health information authorization cannot be used to release psychotherapy or psycinformation to be disclosed:	lity and privacy zation from pat to their release ation date (exa plan enrollme on be released	y/security applies to any protectients in several aspects of paties of medical records. In order formple: 6 months/1 year) or an int) and sign/date your authorizate to the following sources as set	ted health information ent care, transmission of r this authorization to be event (examples: at the tion. I, or my authorized forth on this form. This
This Authorization will expire. Event examples are; case clos ☐ One year from the date it is signed or ☐ Insert dat Medical records from (insert date)	ture or terminat te or event: _	ion of plan benefits. Check only	one box.
Medical records from (insert date)		to (insert date)	
Initial. I authorize release of entire set of medical consultation records, neurological/laboratory scan or test result films/test results, progress notes, photographs, correspondence,	ts, disabilities,	billing-claim payment informati	on, reports, radiological
Initial □ Yes, □ No: [Special Limitations for Release of Sensitive Protected Health Information.] I specifically authorizes the release of HIV/AIDS test results, sexually transmitted or communicable disease notes (such as Hepatitis or venereal diseases), drug, alcohol, or substance abuse or treatment notes, behavioral, mental health disabilities or developmental disability records/notes (including mental retardation), abuse, neglect or domestic violence, or genetic testing information. If authorized, the recipient is prohibited from redisclosing such information without my authorization unless permitted by state and federal law. I have to right to request a list of people who may receive this sensitive information.			
List any other special restrictions or limitations:			
RELEASE AUTHORIZATIONS (Patient, please initial t  Initial. Insurance-Medical Plans. I authorize said doctor medical records, and treatment records to the following insurant List:	or to communic	ate with, send updated billing, re	eports, and release all
Initial. Attorney Name		I authoriza said daste	
send billing information, reports, all medical records, and insur of litigation and my billing and requests for records have conclu-	rance records to uded for this sp	my retained attorney until the c	or to communicate with, case is closed/conclusion
Initial. I authorize said doctor to verbally commun recommendations. Name of person(s) and contact information:			
<ul> <li>✓ I can revoke this authorization at any time by giving my written revocation in writing to said doctor's office. My revocation is not effective as to disclosures already made and actions already taken in reliance upon this authorization.</li> <li>✓ This authorization is voluntary. The disclosing health care provider/plan/may NOT condition treatment, enrollment in the health plan or eligibility for benefits on whether I sign this authorization.</li> <li>✓ Information disclosed under this authorization may be redisclosed by the recipient and may no longer be protected by federal and state law.</li> </ul>			
PRINT PATIENT NAME:			
PRINT PATIENT NAME:  □ LEGAL GUARDIAN/PARENT NAME/RELATIO	NSHIP:		
DATE: Signature:			
Timothy R. Noble DC, DACBSP, CSCS-Ar	naheim Hills	Chiropractic and Sports Ini	uries Clinic

### Anaheim Hills Chiropractic and Sports Injuries Clinic

### **Notice of Privacy Practices**

Effective September 23, 2013]

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

The Practice (the "Practice"), in accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, (the "Privacy Rule") and applicable state law, is committed to protecting the privacy of your protected health information ("PHI"). PHI includes information about your health condition and the care and treatment you receive from the Practice. The Practice understands that information about your health is personal. This Notice explains how your PHI may be used and disclosed to third parties. This Notice also details your rights regarding your PHI. The Practice is required by law to maintain the privacy of your PHI and to provide you with this Privacy Notice detailing the Practice's legal duties and practices with respect to your PHI. The Practice is also required by law to abide by the terms of this Notice.

### HOW THE PRACTICE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

The Practice, in accordance with this Notice and without asking for your express consent or authorization, may use and disclose your PHI for the purposes of:

For Treatment – We may use your PHI to provide you with treatment. We may disclose your PHI to doctors, nurses, technicians, clinicians, medical students, hospitals and other health facilities involved in or consulting in your care. We may also disclose information about you to people outside the practice, such as other health care providers involved in providing treatment to you, and to people who may be involved in your care, such as family members, clergy, or others we use to provide services that are part of your care. If we refer you to another health care provider, we would, as part of the referral process share PHI information about you. For example, if you were referred to a specialist, we would contact the doctor's office and provide such information about you to them so that they could provide services to you.

For Payment – We may use and disclose your PHI so we can be paid for the services we provide to you. For example, we may need to give your insurance company information about the health care services we provided to you so your insurance company will pay us for those services or reimburse you for amounts you have paid. We also may need to provide your insurance company or a government program, such as Medicare or Medicaid, with information about your condition and the health care you need to receive prior approval or to determine whether your plan will cover the services.

For Health Care Operations — We may use and disclose your PHI for our own health care operations and the operations of other individuals or organizations involved in providing your care. This is necessary for us to operate and to make sure that our patients receive quality health care. For example, we may use information about you to review the services we provide and the performance of our employees in caring for you.

### OTHER USE & DISCLOSURES THAT ARE REQUIRED OR PERMITTED BY LAW

The Practice may also use and disclose your PHI without your consent or authorization in the following instances:

Appointment Reminders -We may use and disclose your PHI to remind you by telephone or mail about appointments you have with us, annual exams, or to follow up on missed or cancelled appointments.

Individuals Involved in Your Care or Payment for Your Care — We may disclose to a family member, other relative, a close friend, or any other person identified by you. Certain limited PHI that is directly related to that person's involvement with your care or payment for your care. We may use or disclose your PHI to notify those persons of your location or general condition. This includes in the event of your death unless you have specifically instructed us otherwise. If you are unable to specifically agree or object, we may use our best judgment when communicating with your family and others.

<u>Disaster Relief</u> - We also may use or disclose your PHI to an authorized public or private entity to assist in disaster relief efforts. This will be done to coordinate information with those organizations in notifying a family member, other relative, close friend or other individual of your location and general condition.

<u>De-identified Information</u> – The Practice may use and disclose health information that may be related to your care but does not identify you and cannot be used to identify you.

<u>Business Associate</u> – The Practice may use and disclose PHI to one or more of its business associates if the Practice obtains satisfactory written assurance, in accordance with applicable law, that the business associate will appropriately safeguard your PHI. A business associate is an entity that assists the Practice in undertaking some essential function, such as a billing company that assists the office in submitting claims for payment to insurance companies.

<u>Personal Representative</u> – The Practice may use and disclose PHI to a person who, under applicable law, has the authority to represent you in making decisions related to your health care.

Emergency Situations – The Practice may use and disclose PHI for the purpose of obtaining or rendering emergency treatment to you provided that the Practice attempts to obtain your Consent as soon as possible: The Practice may also use and disclose PHI to a public or private entity authorized by law or by its charter to assist in disaster relief efforts, for the purpose of coordinating your care with such entities in an emergency situation.

<u>Public Health and Safety Activities</u> – The Practice may disclose your PHI about you for public health activities and purposes. This includes reporting information to a public health authority that is authorized by law to collect or receive the information. These activities generally include:

- To prevent or control disease, injury or disability
- To report births or deaths
- · To report child, elder, or dependent adult abuse or neglect
- To report reactions to medications or problems with products
- To notify people of recalls of products they may be using
- To notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition.

<u>Victims of Abuse, Neglect or Domestic Violence</u> – We may disclose your PHI to a government authority authorized by law to receive reports of abuse, neglect, or domestic violence, if we believe an adult or child is a victim of abuse, neglect, or domestic violence. This will occur to the extent the disclosure is (a) required by law, (b) agreed to by you, (c) authorized by law and we believe the disclosure is necessary to prevent serious harm, or, (d) if you are incapacitated and certain other conditions are met, a law enforcement or other public official represents that immediate enforcement activity depends on the disclosure.

<u>Health Oversight Activities</u> – We may disclose your PHI to a health oversight agency for activities authorized by law, including audits, investigations, inspections, licensure or disciplinary actions. These and similar types of activities are necessary for appropriate oversight agencies to monitor the nation's health care system, government benefit programs, and for the enforcement of civil rights laws.

<u>Judicial and Administrative Proceedings</u> – We may disclose your PHI in response to a court or administrative order. We also may disclose information about you in response to a subpoena, discovery request, or other legal process but only if efforts have been made to tell you about the request or to obtain an order protecting the information to be disclosed.

 $\underline{\textbf{Disclosures for Law Enforcement Purposes}} - \text{We may disclose your PHI to law enforcement officials for these purposes:}$ 

- As required by law
- In response to a court, grand jury or administrative order, warrant or subpoena
- To identify or locate a suspect, fugitive, material witness or missing person
- About an actual or suspected victim of a crime if, under certain limited circumstances, we are unable to obtain that person's agreement
- To alert a potential victim or victims or intending harm ("duty to warn")
- To alert law enforcement officials to a death if we suspect the death may have resulted from criminal conduct
- About crimes that occur at our facilities
- To report a crime, a victim of a crime or a person who committed a crime in emergency circumstances

To Avert Serious Threat to Health or Safety – We will use and disclose your PHI when we have a "duty to report" under state or federal law because we believe that it is necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure would be to help prevent a threat.

<u>Coroners, Medical Examiners and Funeral Directors</u> – We may disclose your PHI to a coroner or medical examiner for purposes such as identifying a deceased person and determining cause of death. We also may disclose information to funeral directors so they can carry out their duties.

Organ, Eye or Tissue Donation – To facilitate organ, eye or tissue donation and transplantation, we may disclose your PHI to organizations that handle organ procurement, banking or transplantation.

<u>Workers Compensation</u> – We may disclose your PHI to the extent necessary to comply with worker's compensation and similar laws that provide benefits for work-related injuries or illness without regard to fault.

<u>Special Government Functions</u> – If you are a member of the armed forces, we may release your PHI as required by military command authorities. We may also release information about foreign military authority. We may disclose information about you to authorized federal officials for intelligence, counterintelligence and other national security activities authorized by law.

<u>Research</u>—We may use and/or disclose your PHI for research projects that are subject to a special review process. If researchers are allowed access to information that information that identifies who you are, we will ask for your permission.

<u>Fundraising</u> – We may contact you with respect to fundraising campaigns. If you do not wish to be contacted for fundraising campaigns, please notify our Privacy Officer in writing.

### **AUTHORIZATION**

The following uses and/or disclosures specifically require your express written permission:

<u>Marketing Purposes</u> – We will not use or disclose your PHI for marketing purposes for which we have accepted payment without your express written permission. However, we may contact you with information about products, services or treatment alternatives directly related to your treatment and care.

<u>Sale of Health Information</u> — We will not sell your PHI without your written authorization. If you do authorize such a sale, the authorization will disclose that we will receive compensation for the information that you have authorized us to sell. You have the right to revoke the authorization at any time, which will halt any future sale.

Uses and/or disclosures other than those described in this Notice will be made only with your written authorization. If you do authorize a use and/or disclosure, you have the right to revoke that authorization at any time by submitting a revocation in writing to our Privacy Officer. However, revocation cannot be retroactive and will only impact uses and/or disclosures after the date of revocation.

### **YOUR RIGHTS**

Right to Revoke Authorization – You have the right to revoke any Authorization or consent you have given to the Practice, at any time. To request a revocation, you must submit a written request to the Practice's Privacy Officer.

Right to Request Restrictions – You have the right to request that we restrict the uses or disclosures of your information for treatment, payment or healthcare operations. You may also request that we limit the information we share about you with a relative or friend of yours. You also have the right to restrict disclosure of information to your commercial health insurance plan regarding services or products that you paid for in full, out-of-pocket and we will abide by that request unless we are legally obligated to do so.

We are not required to agree to any other requested restriction. If we agree, we will follow your request unless the information is needed to a) give you emergency treatment, b) report to the Department of Health and Human Services, or c) the disclosure is described in the "Uses and Disclosures That Are Required or Permitted by Law" section. To request a restriction, you must have your request in writing to the Practice's Privacy Officer. You must tell us: a) what information you want to limit, b) whether you

want to limit use or disclosure or both and c) to whom you want the limits to apply. Either you or we can terminate restrictions at a later date.

<u>Right to Receive Confidential Communications</u> — You have the right to request that we communicate your PHI in a certain way or at a certain place. For example, you can ask that we only contact you by mail or at work.

If you want to request confidential communications you must do so in writing to our Practice's Privacy Officer and explain how or where you can be contacted. You do not need to give us a reason for your request. We will accommodate all reasonable requests.

Right to Inspect and Copy – You have the right to inspect and request copies of your information.

To inspect or copy your information, you may either complete an Authorization to Release/Obtain Information form or write a letter of request, stating the type of information to be released, the date(s) of service being requested, the purpose of the request, and whether you wish to review the record or receive copies of the requested information in your preferred format. We will abide by your request in the format you have requested, if we are able to do so. If we cannot provide your records to you in the requested format, we will attempt to provide them in an alternative format that you agree to. You may also request that your records be sent to another person that you have designated in writing. Direct this request to the Practice's Privacy Officer. You may be charged a fee for the cost of copying, mailing or other expenses related with your request.

We may deny your request to inspect and copy information in a few limited situations. If you request is denied, you may ask for our decision to be reviewed. The Practice will choose a licensed health care professional to review your request and the denial. The person conducting the review will not be the person who denied your request. We will comply with the outcome of that review.

Right to Amend – If you feel that your PHI is incorrect, you have the right to ask us to amend it, for as long as the information is maintained by us. To request an amendment, you must submit your request in writing to the Practice's Privacy Officer. You must provide a reason for the amendment.

We may deny your request for an amendment if it is not in writing or does not include a reason for wanting the amendment. We also may deny your request if the information: a) was not created by us, unless the person or entity that created the information is no longer available to amend the information, b) is not part of the information maintained by the Practice, c) is not information that you would be permitted to inspect and copy or d) is accurate and complete.

If your request is granted the Practice will make the appropriate changes and inform you and others, as needed or required. If we deny your request, we will explain the denial in writing to you and explain any further steps you may wish to take.

Right to an Accounting of Disclosures — You have the right to request an accounting of disclosures. This is a list of certain disclosures we have made regarding your PHI. To request an accounting of disclosures, you must write to the Practice's Privacy Officer. Your request must state a time period for the disclosures. The time period may be for up to six years prior to the date on which you request the list, but may not include disclosures made before April 14, 2003.

There is no charge for the first list we provide to you in any 12-month period. For additional lists, we may charge you for the cost of providing the list. If there will be a charge, we will notify you of the cost in advance. You may withdraw or change your request to avoid or reduce the fee.

Certain types of disclosures are not included in such an accounting. These include disclosures made for treatment, payment or healthcare operations; disclosures made to you or for our facility directory; disclosures made with your authorization; disclosures for national security or intelligence purposes or to correctional institutions or law enforcement officials in some circumstances.

<u>Right to a Paper Copy of this Notice</u> — You have the right to receive a paper copy of this Notice of Privacy Practices, even if you have agreed to receive this Notice electronically. You may request a paper copy of this Notice at any time.

Right to File a Complaint – You have the right to complain to the Practice or to the United States Secretary of Health and Human Services (as provided by the Privacy Rule) if you believe your privacy rights have been violated. To file a complaint with the Practice, you must contact the Practice's Privacy Officer. To file a complaint with the United States Secretary of Health and Human Services, you may write to: Office for Civil Rights, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Washington, DC 20201. All complaints must be in writing.

To obtain more information about your privacy rights or if you have questions about your privacy rights you may contact the Practice's Privacy Officer as follows:

Name:	Ann Wagner	
Address:	5769-P. E. Santa Ana	Canyon Road, Anaheim, California, 92807
Telephone No.:	714-974-3700	
all health information	ctice reserves the right to ch	retaliate against you in any way for the filing of a mange this Notice and make the revised Notice effective for and any information we create or receive in the future. We to implementation.
I acknowledge recei	pt of a copy of this Notice,	and my understanding and my agreement to its terms.
Patient:		Date:

### PROVIDER'S PERSONAL INJURY ACCEPTANCE POLICIES & PATIENT AGREEMENT TO FOLLOW THOSE POLICIES

As a medical provider ("Provider") willing to treat patients in personal injury matters upon certain conditions being met, we will generally accept your Personal Injury Case when the below conditions are agreed to and kept, though we reserve the right to refuse or discontinue service to anyone and that right remains in effect.

Provider will first bill your auto-med pay/PIP and personal or group insurance. You agree to assign your benefits for direct payment to Provider. If represented by legal counsel, you agree to direct both your attorney and carrier that any such payment is to be paid directly to Provider, and to sign any form Provider needs to accomplish that direct payment.

In the event you are represented by legal counsel and you do not have the above-referenced insurance or ability to personally pay, Provider agrees that treatment will be rendered on a lien basis, which only means that Provider agrees to a delay in being paid, not being paid less; and, provided the below-listed conditions are each agreed and adhered to by you. In the event any of these conditions are not followed, full payment will immediately be owed to Provider.

Please note that when treatment is rendered on a lien basis, you remain directly and fully responsible for all chiropractic bills outstanding and unpaid, in their full amount, including interest accruing on any unpaid sums at the highest legal rate, or ten percent (10%) per annum, whichever is higher. This includes if any settlement or verdict in your Personal Injury Case isn't sufficient to pay the full amount of Provider's invoice plus the accrued interest. Payment is not contingent upon any settlement, judgment, or verdict. You, not your attorney, are ultimately responsible for payment in full to Provider.

The following lists each of the conditions that must be met in order to treat you on a lien basis:

- 1. You are represented by a duly licensed attorney specializing in personal injury law. If you have not retained an attorney yet, you have advised you are actively seeking, intend to retain an attorney, and you will have the attorney sign the medical lien form provided by this office without modification to that lien form.
- 2. The merits of your case are established by your attorney and the progress of your case is continually communicated in a timely manner by your attorney to Provider, including immediate notification of any settlement. We expect your attorney (or if no attorney you in the meantime) to provide status updates in writing to us at least every 3 months until our bill is fully paid.
- 3. If you or your attorney have any problem with the treatment or billing rendered by Provider, that you and your attorney must notify Provider immediately, and at the latest promptly after receiving the first billing statement.
- 4. Our *Medical Lien Agreement* is signed by you, your attorney and we as your Provider. This helps to ensure our Provider's fees are promptly paid from any full or partial settlement of your claim and protecting us as your medical Provider in the event of delays or non-payment, in exchange for agreeing to treat you and to be paid after

treatment has been rendered.

- 5. You follow the treatment program recommended by Provider or Provider's associate, and complete that treatment program in a timely manner. In the event you discontinue care or change doctors without approval of us, or fail to follow the recommended treatment plan, payment then becomes immediately due and payable by you personally.
- 6. All medical insurance and auto-med/PIP payments shall be assigned by you to Provider and <u>not</u> to your attorney. You will use best efforts to instruct your attorney in writing to comply with payment of those "med pay"/PIP entitlements to our office directly.
- 7. Should all of Provider's fees not be paid by your lawsuit or otherwise in a timely fashion, or if your attorney fails to cooperate or communicate with Provider, accepts any med-pay/PIP without immediately forwarding that med-pay/PIP to Provider, or your attorney seeks to reduce Provider's bill, or you fail to follow any of Provider's policies, then any action by Provider to collect on the amounts owed will include the payment of Provider's attorney's fees and costs, which shall include any attorney's fees incurred attempting to collect the monies owed or otherwise resolving this with you or your attorney prior to the commencement of formal legal action. Provider's legal fees are generally incurred at the rate of approximately \$300 per hour.

By my signature below, I as the Patient agree to be contractually bound by all the above referenced policies of Provider.

PROVIDER'S NAME:	
PATIENT'S NAME:	
PATIENT SIGNATURE:	
DATE:	

### DIRECTIVE TO PATIENT'S MEDICAL PROVIDER TO NOT BILL MY HEALTH INSURANCE

I hereby direct you, as my medical provider, <u>not</u> to bill or utilize my personal health insurance for any of the treatment rendered by you and your office for injuries sustained in the incident for which I am now seeking treatment.

I believe, and have told you as my provider, that the incident was not my fault. I do not wish to be penalized in any manner for someone else's wrongdoing. My health insurance rights may be adversely affected, such as limiting my total number of office visits to a yearly maximum and using them for the injuries from this incident may result in me losing that insurance entitlement for future office visits. Or, I do not wish to be responsible for any co-pays, deductibles or incur costs for non-covered services, or for some other reason personal to me. I desire, and choose, to preserve my health insurance visits and co-pays or deductibles for any similar future medical care where I can then choose to use my healthcare coverage.

Consequently, while you are allowed to bill my auto med-pay policy if med-pay is available, you are instructed <u>not</u> to bill my healthcare insurance. This directive is effective immediately and covers me from the date of my first visit with your office related to this incident, and continues until the conclusion of my treatment for these injuries. I make this directive voluntarily, of my own preference and without any coercion or duress of any kind by you or your staff members.

I understand that by choosing this option, I agree that I shall not rescind this directive once given unless that rescission is given in writing by me within fourteen (14) calendar days of signing this directive. Otherwise, you, as my medical provider, would likely be past the time deadline for the submission of my bills for payment to my health insurer, or I would be creating other problems for the payment of your services under my healthcare plan. I will be solely responsible to notify any attorney I now or later retain of this directive. In the event of any litigation arising under this directive, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs. Venue for any litigation arising out of this incident shall be where the medical services were provided.

Patient Signature	Date
Patient Name:	

### MEDICAL LIEN AGREEMENT

PATIENT NAME:	DATE OF INJURY/ACCIDENT:	

The named Patient ("Patient") desires medical treatment by the named Provider, including all entities and specialists that provide services for, at or through Provider (collectively, "Provider") for injuries sustained in the above-referenced personal injury incident ("Incident"). Patient has or shall retain the below-referenced Attorney ("Attorney") to seek compensation ("Litigation") for the injuries arising from the Incident. At Patient's request, provider agrees to treat Patient on a "lien" basis ("Medical Lien"), establishing a debtor-creditor contractual relationship, whereby Patient remains responsible to pay Provider's bill ("Bill"), but Provider agrees to wait to be paid until the conclusion of the Litigation. However, if any provision of this Medical Lien is not strictly complied with by Patient or Attorney, Provider may declare a breach of this Medical Lien agreement, and Patient agrees to then pay the full balance owed Provider immediately; and, if Patient fails to timely pay, Provider may immediately file a lawsuit for the money owed plus any other claims and/or entitlements based upon the number, type and extent of the breach(es) involved. The following terms and conditions apply:

- 1. Provider's Medical Lien is against all payments arising from the Incident, including but not limited to, settlement proceeds, "med pay", or payment of a judgment arising from the Litigation ("Proceeds").
- 2. That Patient and Attorney acknowledge that even if Attorney drops Patient in the Lawsuit, or, the Litigation results in no recovery, Patient must still pay Provider the full Bill amount regardless of the Litigation outcome. Patient and Attorney further acknowledge there is no requirement that Provider discount the Bill.
- 3. That Provider considers lien reduction requests on a case-by-case basis, provided Patient and Attorney are timely, fully cooperative, and provide all information requested by Provider which always must include the amount of any proposed settlement, notification of any other potential sources of recovery (e.g., underinsured motorist coverage; other third parties) and a breakdown of all intended payouts of the Proceeds including attorney's fees and the amount earmarked for Patient (if any). No lien or bill reduction is agreed to in advance. No discount by Provider to Attorney in prior matters will affect payment of this Bill, or in any way be considered standard practice. Any reduction on the Patient's Bill must be agreed to by Provider in writing. Bill reduction requests should be made prior to any Lawsuit settlement, so that Patient knows if, and the extent, Provider is willing to reduce the Bill.
- 4. That all Bill reductions are contingent upon Provider receiving the agreed payment within 10 calendar days of receipt by Attorney or Patient of any Proceeds, or within sixty (60) calendar days from the date of Provider's signed reduction agreement, whichever occurs first (even if no expiration period is stated in the Bill reduction letter or agreement). If payment is not timely received by the Provider, the prior Bill

reduction agreement is rendered null and void, and the full Bill is due and owing (and Attorney or Patient will need to make a new reduction request which Provider is not obligated to accept). No payment is deemed effective until clearing Provider's bank account in good funds. Attorney shall confirm Provider's check has cleared Attorney's trust account within sixty (60) days of payment, and if not having cleared, Attorney will contact Provider in writing to ascertain if any issue.

- 5. That Patient and Attorney will notify Provider in writing of any objection or issue concerning Provider's fees or charges prior to the start of treatment no later than ten (10) days of receipt of any Bill statement.
- **6.** Any modification of this Medical Lien not initialed by Provider in writing, will result in the original non-modified Medical Lien as originally presented by Provider in writing, will result in the original non-binding Medical Lien, without the modifying language.
- 7. That any deposit of partial funds by the Provider by any source, even if stating "full and final satisfaction of Provider's lien" (or similar language), shall not be deemed an "accord and satisfaction" or otherwise limit Provider's entitlement to the full Bill balance due and owing, unless Provider agreed in writing to a Bill reduction prior to receipt of that payment and in accordance with the provisions of this Medical Lien.
- 8. All "med pay" arising from the incident is expressly and permanently assigned by Patient to Provider and will be immediately paid to Provider if received by Attorney or Patient. Attorney and Patient shall instruct the insurer to pay such entitlement directly to Provider. Med pay received will reduce the outstanding Bill by the amount of the "med pay" received by Provider.
- 9. Any sums owing to Provider shall accrue interest at the rate of ten percent (10%) per annum from the date treatment is concluded until the outstanding balance is fully paid ("the full Bill")
- 10. That is Provider is required to bring a lawsuit to enforce the provisions of this Medical Lien, the prevailing party in any such action shall be entitled to their reasonable attorney's fees and costs. Venue and governing law for any disputes arising under this Medical Lien shall be in the county (venue) and State (law) where Provider is located.
- 11. That provider may sell or assign the rights to this lien to a third party without restriction. The cost of any such sale or assignment shall not reduce or be deemed to reduce the amount owed by Patient. Any purchaser or assignee shall have the same rights as Provider by law and under this Medical Lien.
- 12. Any sums owing to Provider shall accrue interest at the rate of ten percent (10%) per annum from the date of treatment until the outstanding balance is fully paid ("the full Bill"). Provider is also entitled to any consequential damages incurred due to a breach of this Medical Lien (e.g., costs of third party collection services, administrative fees/costs. Venue for any disputes arising under this Medical Lien

shall be in the county where Provider is located. If Patient is or becomes unrepresented by an attorney or brings a Small Claims action rather than a Lawsuit in Municipal or Superior Court, then Provider may declare a breach of this Medical Lien. Attorney and Patient shall keep Provider or Provider's agent updated on the Lawsuit status, communicate timely the date of filing of a Complaint, setting or moving of trial/arbitration/mediation, filing a Small Claims action, any change in Patient's representation or if co-counsel brought in to try the matter (co-counsel to be bound by this same Medical Lien). Best efforts shall be used, and time is of the essence, for all performances under this Medical Lien. This Medical Lien may be sold, transferred or assigned by Provider to a third party.

Patient has been advised that if Patient fails to follow the policies of Provider, the recommended treatment plan, or if Attorney does not protect Provider's Medical Lien interest or provide timely status updates of Patient's legal case upon the request of Provider or Provider's agent, then Provider is not required to await resolution of the Lawsuit and may declare a breach of this Medical Lien with full Bill due and owing, and take all legal action necessary to collect that outstanding balance. Any delay by Provider in the enforcement of this Agreement will not be deemed a waiver of Provider's rights and remedies in any respect.

### PATIENT AGREES TO ALL THE ABOVE:

PATIENT SIGNATURE:	DATE SIGNED:
PATIENT EMAIL:	
	REES TO ALL THE ABOVE:
LAW FIRM NAME:	
HANDLING ATTORNEY NAME (PRINT):	
ATTORNEY SIGNATURE:	DATE SIGNED:
HANDLING ATTORNEY EMAIL:	
PROVIDER AGE	REES TO ALL THE ABOVE:
PROVIDER NAME (PRINT):	
PROVIDER SIGNATURE:	DATE SIGNED:
PROVIDER EMAIL:	
(Provider Agreement applies with or without Pro	ovider's signature)
Fully Signed Lien Faxed back to Attorney (o	r Patient if no Attorney) on (DATE):
	with or without sending lien signed by Provider to