



**Dr. Ryan D. Kauffman**  
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## **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.



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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 not 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: \_\_\_\_\_