

Today's Date _____

Patient Information

Name _____ Date of Birth _____ Age _____
last name first name m.i.

Address _____
street apt # city state zip

Mailing Address _____
If different than above city state zip

Home Phone (____) _____ Sex: M F Status: S M D W

Additional Information for PATIENT or Guardian (Required)

Name of responsible person if other than patient or if patient is a minor _____

Relationship to Patient _____ Date of Birth _____

Home Phone (____) _____ Work Phone (____) _____

Cell Phone (____) _____ E-Mail _____

Social Security # _____ Driver's License #/State _____

Place of Birth _____ Occupation _____

Emergency Contact Information

Name of Person to Contact _____

Phone (____) _____ Relationship to Patient _____

Check here to authorize CEI Medical Group to disclose your private health information to this individual

Insurance Information

Primary Insurance

Secondary Insurance

Insurance Co. Name _____	Insurance Co. Name _____
Subscriber Name _____	Subscriber Name _____
Subscriber I.D. # _____	Subscriber I.D. # _____
Group or Policy # _____	Group or Policy # _____
Subscriber Date of Birth _____	Subscriber Date of Birth _____
Relationship to Patient _____	Relationship to Patient _____

How Did You Hear About Us?

Reason for Consultation _____

Referred By _____ Specialty _____

Address _____ Phone (____) _____

Or Yellow Pages Relative Friend Employee Event Other _____

Who is your Primary Care Physician? _____

Address _____ Phone (____) _____

Other

I would like to receive newsletters and/or information about CEI Medical Group events Yes No

CEI Medical Group may leave voice mail messages containing my private health Information on any of the phone numbers listed on this form Yes No

Language I would prefer reminder phone calls in _____

Patient Signature _____ **Date** _____



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MASTER AGREEMENT

CEI Medical Group is the compilation of the following Clinics: California Ear Institute, California Craniofacial Institute, California Face and Laser Institute and Sinus Institute at CEI. The following policies and procedures are inclusive of the above Clinics and are referred to as CEI Medical Group, unless otherwise noted:

- Patient Email Policy (Effective 2/29/2012)
- Patient Service Guidelines (Effective 1/1/2012)
- Notice of Privacy Practices (HIPAA) (Effective 2/01/2010)

By signing this document, I acknowledge the receipt of and had the opportunity to review the following documents pertaining to my visit to CEI Medical Group and I attest that all of the information I have provided to CEI Medical Group is true to the best of my knowledge, and that I will notify CEI Medical Group of any changes. I understand that acceptance of these terms is a condition of receiving care at CEI Medical Group.

Patient Name (Print)

Date

Patient Signature

Date

Witness

Date

Title (if signed by someone other than Patient)



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PATIENT E-MAIL TERMS OF USE

Effective 2/29/2012

E-MAIL DISCLAIMER

CEI Medical Group (hereinafter “the Clinics”) will use reasonable means to protect the privacy of your health information sent by e-mail. However, because of the risks outlined below, the Clinics cannot guarantee that e-mail communications will be confidential. Additionally, the Clinics will not be liable in the event that you or anyone else inappropriately accesses or uses your e-mail. The Clinics will not be liable for improper disclosure of your health information that is not caused by intentional misconduct.

YOUR RESPONSIBILITY TO REDUCE E-MAIL RISKS

At the discretion of the Clinics, its staff, physicians and agents (“Clinic Personnel”) and upon your agreement to the terms outlined within this consent form, you may use e-mail to communicate with Clinic Personnel. These e-mails may contain your personal health information. If you decide to use e-mail to communicate with Clinic Personnel you should be aware of the following risks and/or your responsibilities:

1. As the Internet is not secure or private, unauthorized people may be able to intercept, read and possibly modify e-mail you send to or are sent by Clinic Personnel.
2. You are responsible for protecting your e-mail account, password and computer against access by unauthorized people.
3. Since e-mail can be used to spread viruses, some which cause e-mail messages to be sent to people who you do not intend to send e-mail messages to, you should install and maintain virus protection software on your PC.
4. Since e-mails can be copied, printed and forwarded by people to whom you send e-mails, you should be careful regarding whom you send e-mails.
5. As your employer may claim ownership of, or the right to access, the e-mail account issued to you by your e-mail, you should avoid using an employer issued e-mail account to communicate with the Clinics.

TERMS AND CONDITIONS FOR THE USE OF E-MAIL

By consenting to the use of e-mail with the Clinics, you agree that:

1. In consideration of being allowed to communicate with Clinic Personnel using e-mail, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

- a. signing on as or pretending to be another person
 - b. using secure messaging for any purpose in violation of local, state, national, international laws or posted Clinic policies
 - c. transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others
 - d. transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including Clinic Personnel) or entity as determined by the Clinics in its sole discretion
 - e. using e-mail in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others
 - f. collecting information about others, including e-mail addresses
 - g. intentionally distributing viruses or other harmful computer code
2. Clinic Personnel expressly reserve the right, in its sole discretion, to terminate your access to e-mail communication due to any act that would constitute a violation of these Terms and Conditions.
 3. Clinic Personnel may forward e-mails as appropriate for diagnosis, treatment, reimbursement, and other related reasons related to your email or the operation of the email system. Your e-mail and our reply will be printed and included as part of your medical record. Therefore, Clinic Personnel, other than your intended recipient, may have access to e-mails that you send. Clinic Personnel will not forward e-mails to independent third parties without your prior written consent, except as authorized or required by law, or for insurance or billing purposes.
 4. Although Clinic Personnel will try to read and respond promptly to your e-mails, this response may not be immediate. Therefore, you should not use e-mail to communicate with the Clinics if there is an emergency or where you require an answer in a short period of time.

If you think you have a medical or psychiatric emergency, call 911 or go to the nearest hospital. Do not attempt to access emergency care through e-mail communication with the Clinics or Clinic Personnel.

5. If your e-mail requires or asks for a response, and you have not received a response within a reasonable time period, it is your responsibility to follow up directly with Clinic Personnel by telephone.
6. You should carefully consider the risk of using e-mail for the communication of sensitive medical information, such as, but not limited to, information regarding sexually transmitted diseases, AIDS/HIV, mental health, developmental disability, or substance abuse.
7. You should carefully word your e-mail messages so the information provided clearly, yet briefly, describes the information you intend to convey. You should avoid writing long "chatty" e-mails.
8. You are responsible for correcting any unclear or incorrect information.
9. It is your responsibility to follow up and/or schedule an appointment if warranted or recommended by Clinic Personnel.
10. E-mails may not be the only form of communication that the Clinics will use to communicate with you. Additionally, Clinic Personnel may decide that it is not in your best interest to continue to communicate with you by e-mail. In such case, the Clinic will notify that it no longer intends to communicate with you by e-mail.



PATIENT SERVICE GUIDELINES **Effective 1/1/2012**

Consent to Treatment: I voluntarily request and authorize CEI Medical Group (the “Clinic”) to render care, including diagnostic procedures and medical treatment, by its authorized agents and employees (collectively, “Clinic Personnel”). I acknowledge that no guarantees have been made as to the efficacy of such examination or treatment for my condition, or the condition of the person on whose behalf I am legally authorized to consent to (collectively, the “Patient”). I understand that I have the right to make decisions concerning the Patient’s health care, including the right to authorize or refuse medical and surgical procedures.

Release of Information: By signing this document, the Patient is authorizing release of the Patient’s medical records under the following circumstances:

1. To any health, sickness, and accident insurance carrier, workman’s compensation insurers, or any governmental agency which is legally responsible, or which the Clinic have good cause to believe is legally responsible for all or any part of the Clinic charges and/or professional fees;
2. To physicians or health care facilities rendering professional care to the Patient;
3. To any governmental organization responsible for reviewing medical care;
4. To Clinic Personnel, from physicians or health care facilities rendering professional care to the Patient; or
5. To Global Hearing, Inc., to physicians and/or audiologists rendering professional care to the Patient related to care rendered by Clinic Personnel.

Cancellation/Missed Appointment Policy: All patients who fail to arrive for their scheduled appointments or who cancel with less than one business day advance notice will be charged a missed appointment fee. This fee applies to all patients, regardless of their insurance status or insurer. Reminder phone calls are a courtesy, and the lack of receipt of a reminder call is not a valid excuse for missed appointments. Missed appointment fees are not covered by insurance, and will be the Patient’s personal responsibility to pay. Missed appointment fees are as follows:

New Patient Medical Visit	\$75
All other visits (return medical visit)	\$50

Prior Authorization for Visits to the Clinics: Patients are responsible for any and all visits to a primary care physician necessary to obtain pre-authorizations for the Patient's regular office visits to the Clinic and associated testing. If the Patient fails to obtain the appropriate authorization and does not cancel the appointment with at least one business day notice, they will be liable for the missed appointment fee as defined above. If the Patient chooses to proceed with the appointment without the authorization, the unauthorized appointment will be treated as cash pay only, and any insurance payment will go to the Patient.

Payment Guarantee: Patients agree to be responsible to the Clinic for all charges resulting from services rendered at their prevailing rates. Patients agree all bills are due in full upon demand. Should Patients fail to honor this agreement, they agree to pay any collection costs or attorney fees resulting from the collection of their accounts. Patients authorize the use of all information provided to the Clinic in the Patient Registration Form for collection purposes. No granting of extensions or delays on the part of the Clinic in enforcing any of their rights shall in any manner release the undersigned liability. Bad checks will be collected pursuant to California Civil Code § 1719 which allows for up to treble damages.

Insurer Billing: The California Ear Institute, California Sinus Institute, and California Craniofacial Institute will bill a primary and a single secondary insurer. Payment responsibility will be transferred to the Patient or Patient's guarantor 90 days after the date of service, regardless of the status of the insurance payment. The California Face and Laser Institute do not contract with any insurers. Payment for the California Face and Laser Institute services is expected the date the service is rendered, and the Patient's primary insurer only will be billed as a courtesy, if applicable.

Insurer Denials: I agree that I will be financially responsible for any services provided to the Patient that any insurer determines to be denied or non-covered for any reason. I consent to Clinic Personnel acting on the Patient's behalf in pursuing any appeals necessary to obtain payment for services where payment is being denied by the insurer. I acknowledge that if Clinic Personnel voluntarily undertake this insurance advocacy on the Patient's behalf that such activities do not constitute legal representation, and that the Patient may retain outside counsel at their own expense to concurrently participate. For Medicare patients, the terms of a valid and fully executed Advanced Benefit Notice will supersede this paragraph.

Assignment of Benefits: I hereby assign all rights and privileges and authorize payment directly to CEI Medical Group for any claim filed on the Patient's behalf. I agree this assignment is primary to any assignment given after this date including any cost relative to attorney fees. I also understand that I am financially responsible to the Clinic for charges not covered by this assignment or not paid on a timely basis by the insurance company. Because the California Face and Laser Institute is not contracted with any insurers and require cash payment at the time of service, any amounts paid by the insurer should go directly to the Patient.

Assistant Surgeon: For the Patient's benefit, Clinic Personnel may elect to have an assistant surgeon present at the time of surgery. The assistant surgeon may be a physician, physician's assistant, or nurse practitioner. The usual fee for the assistant surgeon is 25 % of the surgeon's fee. Some insurance carriers do not provide benefits for assistant surgeons. If the patient's insurer denies coverage, the fee will be reduced to \$250, but it will be immediately due and payable in full.

Arbitration: Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, other than the collection of an amount due on a returned check, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Palo Alto, CA, before an arbitrator. The arbitration shall be administered by the American Arbitration Association (AAA) pursuant to the AAA's Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

Image Recording: I understand that CEI Medical Group is a teaching institution, and that my office visits may be recorded and used for training, educational, or publication purposes. This recording will be anonymous and you will not be identified, or identifiable. I hereby release and hold harmless the CEI Medical Group, its Boards of Directors, officers, administrators, employees, and producers from any and all liability in connection with the production, distribution, and marketing, including but not limited to retail sales of the digital resources, in whatever form and through whatever media. I cede any and all rights, title, and interest in the digital resources to which I may be entitled by law to CEI Medical Group, and agree to make no claim for compensation for the uses of my image in the production, distribution, marketing, and/or other activities related to the digital resources.

CT Scan: I understand that CEI Medical Group owns their own CT scan equipment, located on site. I understand that if my physician requests that I have a CT scan completed, I may choose to utilize this equipment, or I have the option to choose a different facility to have the CT scan completed. I have been provided with a list of alternate CT facilities. If I choose the CEI Medical Group CT machine, CEI Medical Group is responsible for obtaining the insurance authorization. I understand that if I choose to have my CT scan completed at an alternative facility that CEI Medical Group is not responsible for obtaining the CT authorization from my insurance carrier. Additionally, I may also be responsible for signing a medical records release for obtaining the CT records for my CEI physician to review and I am solely responsible for paying any fees associated with that records release.

Phone and Email Consults: I understand that Global Hearing and CEI Medical Group may consult conduct phone consults. These may result in a fee. This fee will be discussed with you prior to scheduling.



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NOTICE OF PRIVACY PRACTICES

Effective Date: February 1, 2010, last updated January 1, 2012

CEI Medical Group has the legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of our health information. The privacy of your personal and health information is important to us. Please review this notice carefully. This notice describes how medical and personal information about you may be used and disclosed and how you can get access to this information.

OUR PLEDGE TO PROTECT YOUR PRIVACY

CEI Medical Group is committed to protecting the privacy of your medical and personal information. Personal and health information includes both medical information and individually identifiable information, such as your name, address, telephone number or social security number. CEI Medical Group protects your personal and health information in electronic, written and oral forms when used throughout our organization. In accordance with Federal and State laws, our privacy practices are shown below. These practices are already in place and will remain in effect unless otherwise replaced or modified. We may modify or change our privacy practices from time to time, particularly as new laws and regulations become effective. Any changes will be effective for all the personal and health information we maintain, even information in existence before the change. If we materially modify our privacy practices, we will provide you with a new notice advising you of the changes.

So that we may best meet your medical needs, we share your medical records with the health care providers involved in your care. We share your information only to the extent necessary to collect payment for the services we provide, to conduct our business operations, and to comply with the laws that govern health care. We will not use or disclose your information for any other purpose without your permission.

WHO WILL COMPLY WITH THIS NOTICE

All employees, volunteers, trainees, students, interns, fellows, contractors and medical staff members of CEI Medical Group.

YOUR RIGHTS REGARDING MEDICAL INFORMATION ABOUT YOU

You have the following rights regarding your medical information:

1. RIGHT TO INSPECT AND OBTAIN A COPY OF YOUR MEDICAL RECORDS

You have the right to inspect and obtain a copy of the medical records that CEI Medical Group uses to make decisions about you and your treatment, subject to certain limited exceptions. This information includes your medical and billing records, but may not include some mental health information. We reserve the right to charge a fee to cover the cost of providing your records to you.

2. RIGHT TO REQUEST AN AMENDMENT TO YOUR MEDICAL RECORD:

Correction: If you believe that the medical information that CEI Medical Group has on file for you is inaccurate or incomplete, you may request that we correct the medical information in your records. This request must be done in written form. Your written request must explain why the information should be corrected. If, however, after reviewing your medical records, your physician determines that they are correct or complete, we may deny your request. We will provide you with a written explanation for our denial.

Addendum: Adult patients who believe that an item or statement in his/her medical record is inaccurate or incomplete has the right to provide CEI Medical Group with a written addendum to his/her record.

3. RIGHT TO AN ACCOUNTING OF CEI MEDICAL GROUP'S DISCLOSURES OF YOUR MEDICAL RECORDS:

You have the right to request an "accounting of disclosure" which is a list describing how we have shared your medical information with outside parties. We will begin maintaining disclosures starting February 1, 2010 for purposes other than treatment, payment and health care operations. Those functions are described below in the section entitled "How We May Use and Disclose Medical Information About You". If you request this accounting more than once in a 12-month period, we may charge you a cost-based fee.

4. RIGHT TO REQUEST RESTRICTIONS:

You have the right to request restrictions on certain uses or disclosures of your personal and medical information. You can request, in writing, that we place additional restrictions on the use or disclosure of your personal and health information. We are not required to agree to these restrictions, but if we elect to do so, we will abide by our agreement unless the information is needed to provide you with emergency treatment or comply with the law. If we deny your request, we will inform you in writing why we cannot honor your request.

5. RIGHT TO REQUEST CONFIDENTIAL COMMUNICATIONS:

You have the right to receive certain communications confidentially. You can request that we communicate with you in confidence about your personal and medical information by alternative means or to an alternative location. We will not ask the reasons for your request and will use our best efforts to accommodate all reasonable requests.

6. RIGHT TO A COPY OF THIS NOTICE UPON REQUEST:

You have the right to a copy of this Notice. It is available at the Front Desk and on our internet site (<http://www.calear.com>) in the "About Us" section under HIPAA.

USES AND DISCLOSURES OF YOUR PERSONAL AND HEALTH INFORMATION:

The following sections describe different ways that we may use and disclose your personal and medical information. We will try to limit the amount of information that we use or disclose to the "minimum necessary" to accomplish the purpose of the disclosure or use. CEI Medical Group may use and disclose your personal and health information, without your authorization, only in the following ways:

FOR TREATMENT:

We may disclose your personal and health information to a provider who requests this information to treat you.

FOR PAYMENT:

We may use and disclose your personal and health information to bill and receive payment for the services you receive.

FOR HEALTHCARE OPERATIONS:

We may use and disclose your personal and health information for business functions necessary to operate CEI Medical Group and assure that our patients receive quality care. We may also share your personal and medical information with affiliated healthcare providers to coordinate your care.

BUSINESS ASSOCIATES:

We may use or disclose your personal and health information with outside companies that perform business services for us, such as, but not limited to, collection companies, accountants, electronic medical records software companies, and attorneys. We may need to share your medical information so that these outside companies can perform a service on our behalf. CEI Medical Group will limit the disclosure of your information to the "minimum necessary" for the business associate to perform services for CEI Medical Group. In addition, we will have a written contract in place requiring the business associate to safeguard the privacy of your personal and medical records.

HEALTH AND WELLNESS INFORMATION:

We may use your personal and health information to contact you with information about health-related services, appointment reminders or treatment alternatives. We may use your personal health information to inform you about upcoming conferences or patient-oriented events. If you do not wish to receive this type of information, you may request to opt-out of receiving this information from CEI Medical Group by sending an e-mail to hipaa@calear.com or by calling (650) 462-3174.

INDIVIDUALS INVOLVED IN YOUR CARE:

We may disclose your personal and health information to a family member, friend, or other person if you are unavailable to agree such as in a medical emergency. We will disclose this information only to the extent necessary to help with your health care or with payment for your health care.

PUBLIC HEALTH AND SAFETY:

We may use and disclose your personal and health information to the extent necessary to avert a serious and imminent threat to your health or safety or the health or safety of others. We may disclose your personal and health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, domestic violence or other crimes.

REQUIRED BY LAW:

We will use or disclose your personal and health information when we are required to do so by law.

PROCESS AND PROCEEDINGS:

We may disclose your personal and health information in response to a court or administrative order, subpoena, discovery request or other lawful process.

LAW ENFORCEMENT:

We may disclose limited information to a law enforcement official concerning the personal or health information of a suspect, fugitive, material witness, crime victim or missing person. We may disclose the personal and health information of an inmate or other person in lawful custody to a law enforcement official or correctional institution under certain circumstances.

MILITARY AND VETERANS:

We may disclose to military authorities the personal and medical information of Armed Forces personnel. We may disclose to authorize federal officials personal and health information required for lawful intelligence, counterintelligence, and other national security activities.

HEALTH AND OVERSIGHT ACTIVITIES:

We may disclose medical information to a health oversight agency, such as the California Department of Health Services, for activities authorized by law. These oversight activities include audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the healthcare system, government programs, and compliance with civil rights laws.

CHANGES TO THIS NOTICE

We reserve the right to change our privacy practices and update this Notice accordingly. We reserve the right to make the revised or changed Notice effective for medical information we already have about you as well as any information we receive in the future. We post copies of the revised notice on our website (<http://www.calear.com>) in the "About Us" section under HIPAA. If the Notice is changed, we will post the new Notice at our Front Desk and provide it to you upon request. The Notice contains the effective date on the first page, in the right-hand corner.

COMMENTS OR COMPLAINTS

We welcome your comments about our Notice and our privacy practices. If you believe your privacy rights have been violated, you may file a complaint with the CEI Medical Group HIPAA Privacy Officer or with the Secretary of the Department of Health and Human Services.

To register a comment or complaint with CEI Medical Group, please contact:

**HIPAA Privacy Officer
1900 University Ave Suite 101
E.Palo Alto, CA 94303
Phone: (650) 494-1000
Fax: (650) 322-8228
E-mail: hipaa@calear.com**

To register a complaint with the Department of Health and Human Services:

**Secretary of the Department of Health and Human Services
200 Independence Avenue, S.W.**

Washington, D.C. 20201

PLEASE BE ASSURED THAT NO ONE WILL RETALIATE OR TAKE ACTION AGAINST YOU FOR FILLING A COMPLAINT.

OTHER USES OF MEDICAL INFORMATION

Other uses and disclosures of medical information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you provide us with written authorization to use or disclose medical or personal information about you, you may revoke that authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose medical or personal information about you for the activities covered by the authorization, except if we have already acted in reliance on your permission. We are unable to take back any disclosures we have already made with your authorization, and we are required to retain our records of the care that we provided to you. If you have any questions regarding this Notice please contact CEI Medical Group's Privacy Officer at (650) 494-1000.