



Dr. Paul Grin, DDS, MPH, APC

South Bay TMJ, Sleep, Headache & Orofacial Pain Institute

Orofacial Pain Specialist
Diplomate of American Board of Orofacial Pain
Fellow of American Academy of Orofacial Pain
Fellow of the American Headache Society

3475 Torrance Blvd. Suite. H
Torrance, CA 90503
P: 310.933.3077
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info@southbaytmj.com
www.southbaytmj.com

"Improving Lives One Patient at a Time"

Patient Information and Health Questionnaire

MR. MS. MISS DR.

TODAY'S DATE: _____

PATIENT NAME: _____

AGE: _____ DATE OF BIRTH: _____ MALE FEMALE

ADDRESS: _____ CITY/STATE/ZIP: _____

CELL PHONE: _____ HOME PHONE: _____

WORK PHONE: _____ EMAIL: _____

SS#: _____ MARITAL STATUS: SINGLE MARRIED

DRIVER LICENSE #/STATE: _____ Copy of Drivers License*

*In accordance with the Federal Trade Commission's Red Flag regulations to protect your medical records and identity

EMERGENCY CONTACT PERSON (NAME AND PHONE #): _____

REFERRED BY: _____ DDS MD ENT DC OTHER

REASON FOR THIS APPOINTMENT:

FACE PAIN JAW PAIN HEADACHES FATIGUE/BREATHING CONCERNS OTHER: _____

EMPLOYER NAME: _____ PHONE: _____

ADDRESS: _____ CITY/STATE/ZIP: _____

JOB TITLE: _____

PAYMENT TYPE: INSURANCE SELF PAY AUTO WORKERS COMP.

HEALTH INSURANCE NAME: _____ ID#/GROUP#: _____

Copy of health insurance card* Member Service Phone# (on card) _____

*In accordance with the Federal Trade Commission's Red Flag regulations to protect your medical records and identity

PRIMARY INSURED NAME/DATE OF BIRTH: _____

RELATIONSHIP TO PRIMARY INSURED: SELF SPOUSE CHILD OTHER: _____

WORKER COMP: INSURANCE NAME: _____

CASE MANAGER NAME AND CONTACT #: _____

CLAIM#: _____ DATE OF INJURY: _____

AUTO: DATE OF ACCIDENT: _____

ATTORNEY AND/OR AUTO INSURANCE NAME: _____

ADDRESS: _____

PHONE #: _____ POLICY: _____

Pharmacy: We use electronic prescriptions so if you have preferred pharmacy, please provide the following:

Pharmacy name: _____ Pharmacy phone #: _____

Pharmacy zip code: _____



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WHAT ARE YOUR 3 CHIEF COMPLAINTS FOR WHICH YOU ARE SEEKING TREATMENT?

Please mark only 3 main complaints then rate your complaints for **intensity** on a scale of 1-10 with 1 being the least and 10 being the worst.

- | | |
|--|---|
| <input type="checkbox"/> Jaw Pain _____ | <input type="checkbox"/> Ear Pain _____ |
| <input type="checkbox"/> Headache Pain _____ | <input type="checkbox"/> Pain when chewing _____ |
| <input type="checkbox"/> Facial Pain _____ | <input type="checkbox"/> Eye Pain _____ |
| <input type="checkbox"/> Throat Pain _____ | <input type="checkbox"/> Neck Pain _____ |
| <input type="checkbox"/> Tooth Grinding _____ | <input type="checkbox"/> Limited ability to open mouth _____ |
| <input type="checkbox"/> Jaw Joint Locking _____ | <input type="checkbox"/> Jaw Joint Noises _____ |
| <input type="checkbox"/> Dizziness _____ | <input type="checkbox"/> Tinnitus (ringing in ears) _____ |
| <input type="checkbox"/> Kicking and jerking leg repeatedly _____ | <input type="checkbox"/> Dry Mouth when waking _____ |
| <input type="checkbox"/> Fatigue _____ | <input type="checkbox"/> Difficulty falling asleep _____ |
| <input type="checkbox"/> Repeated-awakening _____ | <input type="checkbox"/> Feeling unrefreshed in the morning _____ |
| <input type="checkbox"/> Significant daytime drowsiness _____ | <input type="checkbox"/> Frequent heavy snoring _____ |
| <input type="checkbox"/> Told that "I stop breathing" during sleep _____ | <input type="checkbox"/> Unable to tolerate C-Pap _____ |

MEDICAL HISTORY

TELL US YOUR MEDICAL STORY: _____

When did your condition first occur? _____

What do you believe is the cause of your pain or condition?

- | | | |
|--|--|--|
| <input type="checkbox"/> AUTO ACCIDENT | <input type="checkbox"/> MOTORCYCLE ACCIDENT | <input type="checkbox"/> WORK RELATED ACCIDENT |
| <input type="checkbox"/> ATHLETIC ENDEAVOR | <input type="checkbox"/> FIGHT | <input type="checkbox"/> ILLNESS |
| <input type="checkbox"/> UNKNOWN | <input type="checkbox"/> FALL | <input type="checkbox"/> INJURY |
| <input type="checkbox"/> ACCIDENT | <input type="checkbox"/> OTHER _____ | |

Is there anything that makes your pain / discomfort worse? _____

Is there anything that makes your pain / discomfort better? _____

What other information is important to your pain or condition? _____

ALLERGIC REACTIONS

Please list all medications and check or list the substances that have caused an ALLERGIC REACTION

- | | | | | |
|--------------------------------------|---------------------------------|--------------------------------|---------------------------------|--------------------------------|
| <input type="checkbox"/> ANESTHETICS | <input type="checkbox"/> IODINE | <input type="checkbox"/> LATEX | <input type="checkbox"/> METALS | <input type="checkbox"/> Other |
| <input type="checkbox"/> Other | <input type="checkbox"/> Other | <input type="checkbox"/> Other | <input type="checkbox"/> Other | |

CURRENT MEDICATIONS

Patient medication list attached

Please list all medications you are taking and the reason you take them. Include all over-the-counter medications, vitamins, herbs, etc.

Medications	Dosage	Reason for taking
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PREVIOUS TREATMENTS/MEDICATIONS FOR THE CONDITION WE ARE EVALUATING

Treatment and/or Medications	Doctor/Provider	Approximate Date of Treatment

HEALTH AND MEDICAL HISTORY

Have you ever had prior orthodontic treatments? Yes No

Are you currently pregnant? Yes No

Are you currently breastfeeding? Yes No

SURGICAL HISTORY

Have you had your wisdom teeth removed? Yes No

Have you ever had a root canal or any other tooth removal for this condition? Yes No

Have you ever had Jaw Joint Surgery? Yes No

Have you ever had Orthognathic Surgery? Yes No

Any other type of surgery? _____

MEDICAL HISTORY

Please check all the apply and leave all others blank, if there is anything not listed please indicate in the OTHER section.

Allergy History

- Allergy Skin Testing
- Allergen Desensitization
- Hay Fever

Eye History

- Cataract
- Visual Impairment
- Glaucoma

Cardiac History

- Congestive Heart Failure
- Heart Attack
- Rhythm Disorder
- Functional Murmur
- Mitral Valve Prolapse
- Angina Pectoris
- Prior MI
- Coronary Artery Disease
- Peripheral Vascular
- Hypertension

ENT History

- Adenoidectomy
- Tonsillectomy
- Turbinectomy

Pulmonary History

- Asthma
- COPD
- Bronchitis

Gastrointestinal History

- Hepatitis
- Acute Colitis
- Irritable Bowel Syndrome
- Esophageal Reflux
- Esophageal Ulcer
- Peptic Ulcer
- Chronic Reflux Esphagitis
- Esophagitis
- Esophageal Stricture
- Hiatal Hernia

Cancer History

- Cancer
- Chemotherapy
- Radiation Therapy

Infectious Disease

- Measles
- Chicken Pox
- Smallpox
- Diphtheria

Trauma

- Facial Injury
- Head Injury
- Neck Injury
- Mouth Injury

Hematological History

- Anemia
- Bleeding/Clotting
- Leukemia
- HIV



MEDICAL HISTORY Cont.

Please check all the apply and leave all others blank, if there is anything not listed please indicate in the OTHER section.

Kidney/Bladder History

- Prostate Disorders
- Renal Failure
- Stress Incontinence
- Urinary, Bladder Infections
- Kidney Stones
- Urinary Calculus

Endocrine History

- Diabetes Mellitus
- Thyroid Disorder
- Chronic Fatigue

Neurological History

- Epilepsy
- TIA
- Stroke Syndrome
- Multiple Sclerosis
- Depression
- Bipolar Disorder
- ADHD
- Migraine Headaches
- Vascular Headaches

Musculoskeletal History

- Osteoarthritis
- Arthritis
- Rheumatoid Arthritis
- Osteoporosis
- Fibromyalgia

OTHER HISTORY ITEM NOT LISTED: _____

CURRENT SYMPTOMS

Systemic Symptoms

- Feeling tired or poorly
- Weight change
- Chills
- Fever

Musculoskeletal Symptom

- Joint pain, localized in the jaw (joint)
- Diffuse joint pains (arthralgias)
- Joint pain, localized
- Joint swelling, localized
- Muscle aches
- Muscle cramps
- Legs feel restless

Gastrointestinal

- Appetite
- Heartburn
- Nausea
- Vomiting
- Abdominal pain
- Regurgitation
- Yellow skin/eyes (jaundice)
- Inability to pass gas
- Bowel movement frequency
- Diarrhea
- Unable to control passing gas
- Constipation
- Rectal Pain

Otolaryngial Symptoms

- Mouth sores
- Difficulty swallowing (dysphagia)
- Difficulty chewing
- Dentures currently being worn
- Dentures improperly fitting

Neurological Symptoms

- Dizziness
- Vertigo
- Fainting (syncope)
- Motor disturbances
- Sensory disturbances
- Decreased concentrating ability

Cardiovascular

- Chest pain or discomfort
- Palpitations
- Slow heart rate
- Leg pain with exercise

Endocrine

- Temperature intolerance
- Excessive sweating
- Hot flashes
- Muscle weakness
- Sexual complaints
- Changes in body proportion
- Hair symptoms

Head Symptoms

- Headache
- Facial pain
- Sinus pain
- Tooth Pain

Neck Symptoms

- Neck Pain
- Neck Stiffness
- Lump or swelling



CURRENT SYMPTOMS Cont. Please check all the apply and leave all others blank.

Psychological Symptoms

- Mood
- Energy level
- Behavior
- Sleep disturbances
- Neurological symptoms

Skin Symptoms

- Pruritus
- Skin Lesions
- Rashes

OTHER HISTORY ITEM NOT LISTED: _____

HEAD PAIN

If you have different levels of headaches, the below refers to the worst headaches as opposed to a daily tension-type headache.

Location L=Left R=Right B=Both

- L R B **Frontal (Forehead)** Recent Chronic (over 5 months)
- Severity: Mild Moderate Severe
- Duration: Min Hours Days
- Frequency: Occasional Frequent Constant

- L R B **Generalized** Recent Chronic (over 5 months)
- Severity: Mild Moderate Severe
- Duration: Min Hours Days
- Frequency: Occasional Frequent Constant

- L R B **Parietal (top of head)** Recent Chronic (over 5 months)
- Severity: Mild Moderate Severe
- Duration: Min Hours Days
- Frequency: Occasional Frequent Constant

- L R B **Occipital (Back of head)** Recent Chronic (over 5 months)
- Severity: Mild Moderate Severe
- Duration: Min Hours Days
- Frequency: Occasional Frequent Constant

- L R B **Temporal (Temple Area)** Recent Chronic (over 5 months)
- Severity: Mild Moderate Severe
- Duration: Min Hours Days
- Frequency: Occasional Frequent Constant

Please check the appropriate boxes, if applicable.

JAW PAIN

- L R Jaw Pain when opening
- L R Jaw Pain when chewing
- L R Jaw Pain at rest

JAW PAIN

- Yes No Jaw locks closed
- Yes No Jaw locks open

JAW PAIN

- Yes No Blurred vision
- Yes No Double vision
- Yes No Eye Pain

JAW JOINT SOUNDS (Clicking, Crunching, Popping)

- L R Jaw Sounds when opening
- L R Jaw Sounds when chewing
- L R Jaw Sounds at rest

JAW PAIN

- L R Teeth clenching Day Night
- L R Teeth grinding Day Night

JAW PAIN

- Yes No Pain or pressure behind the eyes
- Yes No Extreme sensitivity to light
- Yes No Wear glasses or contacts



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EAR RELATED CONDITIONS

- L R Buzzing in the ears
- L R Ear congestion
- L R Ear pain
- L R Hearing loss
- L R Itching or stuffiness in the ears

- L R Pain behind the ears
- L R Pain in front of the ears
- L R Recurrent ear infections
- L R Ringing in the ears (Tinnitus)

MOUTH AND NOSE RELATED CONDITIONS

- Yes No Dry Mouth
- Yes No Chronic sinusitis
- Yes No Frequent snoring

- Yes No Buring tongue
- Yes No Broken teeth
- Yes No Frequent biting of the cheek

SLEEP CONDITIONS Please select yes or no answers on your average sleep experience and/or what a sleep partner has told you

- Sleep Positions Side Black Stomach
Varies Yes No
Is it easy to fall asleep? Yes No
Do you feel rested upon AM waking? Yes No

- Average hours of sleep per night _____
Do you wake often during the night? Yes No
Gasping or choking during sleep? Yes No
Have you ever had a Sleep Study (PSG)? Yes No
Result was: _____

FAMILY HISTORY

- Diabetes Mellitus
- Cancer
- Loss of Hearing
- Allergies
- Stroke
- Hypertension
- Asthma
- Heart Disease
- CAD - Coronary aArtery Disease
- CHF - Congestive Heart Failure
- Pulmonary Hypertension
- PVD - Peripheral Vascular Disease
- Migraine Headaches
- Cluster Headache
- Meniere's Disease
- Neurofibromatosis Type 1 (Recklinghausen's Disease)

FAMILY HISTORY

- Life circumstance event
- Caffeine use
- Tobacco use
- Smoking cigarettes
- Alcohol
- Drug use
- Marijuana use
- Occupation _____

By signing below, I authorize the release of all examination findings and diagnosis, report and treatment plans, etc. to any referring or treating health care provider. I additionally authorize the release of any medical information to insurance companies, or for legal documentation to process claims. I understand that I am responsible for all charges incurred for my treatment regardless of insurance coverage.

Patient/Guardian Signature _____ **Date** _____

Printed Patient Name _____



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Epworth Sleepiness Scale

How likely are you to doze off or fall asleep in the following situations?

Check one in each row:

	0 No chance of dozing	1 Slight chance of dozing	2 Moderate chance of dozing	3 High chance of dozing
Sitting and reading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Watching TV	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sitting inactive in a public place (theater or meeting)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
As a passenger in a car for an hour without a break	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lying down to rest in the afternoon when circumstances permit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sitting and talking to someone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sitting quietly after a lunch without alcohol	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
In a car, while stopped for a few minutes in traffic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total Score: _____

Patient name: _____ **Date:** _____

HEALTH CARE PRACTITIONERS AND PATIENT COMMUNICATION

Please provide us with the names and addresses of all of your doctors and health care providers

FAMILY DENTIST

PROVIDER NAME: _____

CITY/STATE: _____

PHONE #: _____ FAX #: _____

ORTHODONTIST

ORAL SURGEON

ENDODONTIST

PROVIDER NAME: _____

CITY/STATE: _____

PHONE #: _____ FAX #: _____

FAMILY PHYSICIAN

PROVIDER NAME: _____

CITY/STATE: _____

PHONE #: _____ FAX #: _____

SPECIALTY PROVIDERS

SPECIALTY: _____

PROVIDER NAME: _____

CITY/STATE: _____

PHONE #: _____ FAX #: _____

SPECIALTY: _____

PROVIDER NAME: _____

CITY/STATE: _____

PHONE #: _____ FAX #: _____

SPECIALTY: _____

PROVIDER NAME: _____

CITY/STATE: _____

PHONE #: _____ FAX #: _____

By signing below, i am giving my permission to communicate with the above named health care providers regarding my treatment.

Patient/Guardian Signature: _____ Date: _____

Printed Patient Name: _____

CONSENT FORM FOR CARE

I, _____ agree to be evaluated and treated at 4305 Torrance Blvd., Suite 505, Torrance, Ca 90503 (herein after referred to as The Practice) by Dr. Paul Grin as deemed medically appropriate. I acknowledge that no procedure will be performed without having been provided appropriate information regarding treatment and possible side effects or consequences. Signing this document implies informed consent on the part of the patient. In this arena, the Practice is released from harm. Although the physician and staff will make efforts to obtain my appropriate medical history and information, the Practice shall not be held responsible for issues of omission or negligence on the part of the patient.

I further acknowledge that the Practice is not functioning as my primary care/family physician, and if there are issues dealing with my primary care or internal medicine, they may be referred to my primary care physician by the Practice. There may also be instances where the Physician of the Practice will refer me to additional specialty care and evaluation as needed.

As for my responsibility to the Practice, I agree to attend appointments and therapies as scheduled. Multiple missed appointments, or inappropriate behavior may result in termination of services and referral to their physicians. Failure to cancel or no show for appointments will be subject to a charge for that visit.

During your therapy, it may become necessary to discuss surgical treatment options if painful or restrictive joint function continues. This may include arthroscopic or open TMJ surgery and/or possible jaw repositioning surgery. Dr. Grin will, if necessary, discuss these options thoroughly. Following initial appliance therapy, there may be decisions to make by the patient and doctor concerning stabilizing or correcting the bite at the natural jaw position, determined by your muscles, if necessary. As joints and muscles relax and heal, there will be changes in your bite (how your teeth come together). Once, it is felt that you have reached your optimum level of improvement, adjusting your bite to your new jaw position may be recommended.

As part of your care, you may receive injections of one kind or another. Usually, these are trigger point injections into the motor point of various painful muscles. On occasion, a joint injection or Synvisc/Hyalgan injection will be done. This consent for treatment acknowledges that there can be side effects from any injection. Side effects can include: allergic reactions, localized pain at the injection site or pain along the referral pattern of the nerve or muscle injected. On rare occasions more serious adverse events have been known to occur: fever, infection, muscle and bone atrophy, rash anaphylaxis, pneumothorax, breathing difficulty, sudden changes in blood pressure, convulsions, death.

If a procedure is going to be done, a further discussion will ensue, but you are encouraged to ask questions. We wish to empower you to seek a higher level of health by getting involved. Help us to understand you.

Headache, TMJ Disorders, and Sleep Apnea are chronic conditions that are managed, not cured. We are not able to guarantee that all patient's conditions will improve. Upon rare occasion, conditions and symptoms may worsen.

No Intra-Oral Exam Performed We will not be examining your teeth or oral cavity, even though we will be looking in your mouth for other issues. Additionally, we will not be taking x-rays of your teeth. It is your responsibility to have a general dentist examine and maintain you oral health. If you do not have a general dentist we would be happy to recommend one.

Imaging (CT MRI) It may be required to have imaging of the head and neck performed for diagnostic and treatment purposes. Ultrasound and ICAT units are available on premises or a referral to an imaging center will be made.

Drug and Urine Screening At random times at the doctor's discretion our patients may be asked to provide a specimen for screening. This is intended to understand what chemical factors are contributing to your symptoms. An inquiry to the State Pharmacy Board may also be performed when indicated.

PatientGuardianSignature _____ **Date** _____

Printed Patient Name _____

Financial Policy

Insurance Patients

Please be informed that your Insurance Company does not pay for everything and we cannot guarantee what services or items will be covered by your insurance. If your Insurance Company doesn't pay for the services, or or items provided, you will be responsible for payment in full. It is your responsibility to check on your in-network and out-of-network benefits which can vary widely amongst insurance plans. If you have not met your deductible, it may be collected at the time of service.

If we are out-of-network with you Insurance Company, you will be responsible to bring us all correspondence from the Insurance Company and sign over any insurance checks sent directly to you or make payment directly to Dr. Paul Grin.

Non-Insurance Patients

All payments are to be made at the time of service. We accept cash, check, and credit cards and also offer the option of financing your treatment. If you wish to bill an insurance company during any time during or after treatment for reimbursement we can provide you with the necessary forms upon request.

All Patients

A \$75 fee is charged for missed appointments without a 24 hour advanced notice. A \$35 fee will be charged for any checks returned for insufficient funds.

Any amounts that are 90 days past due may go to collections, and you agree to be responsible for legal fees (court, attorney, process server), collection agency fees, interest charges (2% per month) and any other expenses incurred in the collection of your debt.

If appliance therapy is utilized, we will require a \$500.00 deposit towards the fabrication of the appliance(s).

If treatment is rendered on a minor child, the parent or guardian who accompanies the child to the appointment is financially responsible for the amount due.

I understand that all fees paid are for services rendered. **Fees are non-refundable and are not based on results of treatment.**

By signing below, you understand and agree to the terms of this financial policy.

Patient/Guardian Signature _____ **Date:** _____

Printed Patient Name _____

Notice of Privacy Practices

To our patients: This notice describes how health information about you as a patient of this practice, may be used and disclosed, and how you can get access to your health information. This is required by the privacy regulations created as a result of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Our commitment to your privacy

Our practice is dedicated to maintaining the privacy of your health information. We are required by law to maintain the confidentiality of your health information. We realize that these laws are complicated, but we must provide you with the following important information.

Use and disclosure of your Health Information in Special Circumstances

The following circumstances may require us to use or disclose your health information:

1. To public health authorities and health oversight agencies that are authorized by law to collect information.
2. Lawsuits and similar proceedings in response to a court or administrative order.
3. If required to do so by law enforcement official.
4. When necessary to reduce or prevent a serious threat to your health and safety or the health and safety of another individual or the public. We will only make disclosures to a person or organization able to help prevent the threat.
5. If you are a member of U.S. or foreign military forces (including veterans) and if required by appropriate authorities.
6. To federal officials for the intelligence and national security activities authorized by law.
7. To correctional institutions or law enforcement officials if you are an inmate or under the custody of law enforcement official.
8. For workers compensation and similar programs.

Your rights regarding your health information

1. Communication. You can request that our practice communicate with your health and related issues in a particular manner or at a certain location. For instance, you may ask that we contact you at home, rather than work. We will accommodate reasonable requests.
2. You can request a restriction in our use or disclosure of your health information for treatment, payment, or health care operations. Additionally, you have the right to request that we restrict our disclosure of your health information to only certain individuals involved in your care, such as family members and friends. We are not required to agree to your request; however, if we do agree, we are bound by our agreement except when otherwise required by law, in emergencies, or when the information is necessary to treat you.
3. You have the right to inspect and obtain a copy of the health information that may be used to make decisions about you, including patient medical and billing records, but not including psychotherapy notes. You must submit your request in writing.
4. You may ask us to amend your health information if you believe it is incorrect or incomplete, and as long as the information is kept by or for our practice. To request an amendment, your request must be made in writing and submitted to our office.
5. Right to a copy of this notice. You are entitled to receive a copy of this notice of Privacy Practices. You may ask us to give you a copy of this notice at any time. To obtain a copy of this notice, contact any front office receptionist at Dr. Grins Office
6. Right to file a complaint. If you believe your privacy rights have been violated, you may file a complaint with our practice or with the Secretary of the Department of Health and Human Services. To file a complaint with our practice contact our office. All complaints must be submitted in writing. You will not be penalized for filing a complaint.
7. Right to provide an authorization for other uses and disclosures. Our practice will obtain your written authorization for uses and disclosures that are not identified by this notice or permitted by applicable law.

If you have any questions regarding this notice or our health information privacy policies, please contact our office.

I hereby acknowledge that I have been presented with a copy of Dr. Grin's Notice of Privacy Practice.

Patient/Guardian Signature _____ Date: _____

Printed Patient Name _____



PATIENT-PHYSICIAN ARBITRATION AGREEMENT

I, _____, have read this agreement in its entirety and understand and agree to the following:

Article 1: It is understood that any dispute as to medical and/or aesthetic malpractice, that is as to whether any medical and/or aesthetic services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Article 2: a) Parties to the Agreement: The term "Patient" as used in this Agreement includes the undersigned individual, his or her spouse, children (whether born or unborn), and heirs, assigns, or personal representatives. The individual signing this Agreement signs it on behalf of the foregoing persons, and intends to bind each of them to arbitration to the full extent permitted by law. The term "Doctor" as used in the Agreement includes the undersigned Doctor and his or her professional corporation or partnership, all independent contractors who practice medical and/or aesthetic techniques at the undersigned Doctors place of business, and any employees, agents, successors-in-interest, heirs and assigns of the foregoing individuals or entities. The Doctor signing this Agreement signs it on behalf of all the foregoing individuals and entities, intends to bind each of them to arbitration to the full extent permitted by law. **b) Treatment Covered:** Patient understands and agrees that any dispute of the sort described in Article 1 between Doctor and Patient will be subject to compulsory, binding arbitration. **c) Other Doctors (if Applicable).** Patients understands that he or she may at times receive treatment from one or more Doctors who are independent contractors practicing at the same facility as the undersigned Doctor. It is understood and agreed that any dispute of the sort described in Article 1 between Patient and such Doctors practicing at the same facility as the undersigned Doctor will be subject to compulsory, binding arbitration. **d) Coverage of Prenatal Claims (if Applicable).** Patient understands and agrees that, if Doctor treats her during pregnancy, any dispute of the sort described in Article 1 as to (medical and/or aesthetic) treatment that is claimed to have affected the unborn child will be subject to compulsory, binding arbitration.

Article 3: a) Informal Resolution of Disputes: In the event the Patient feels that a problem has arisen in connection with the medical and/or aesthetic care rendered by Doctor to Patient, Patient will promptly notify Doctor so that Doctor may have the opportunity to resolve the matter. Notice may be given orally or in writing, and shall stop the running of the statute of limitations for ninety (90) days. **b) Method of Initiating Arbitration:** If the dispute is not resolved by mutual agreement within ten (10) days of the expiration of the ninety (90) days, Patient shall notify Doctor in writing of his or her desire to arbitrate and shall designate an arbitrator. Within 20 days of receipt of such notice, Doctor will designate an arbitrator to act on Doctor's behalf. In this event that more than two parties participate, all plaintiffs agree on one arbitrator, all defendants agree on one arbitrator and those arbitrators select a neutral arbitrator. The controversy shall then be submitted to the three arbitrators for a final and binding decision. The plaintiff and doctor agree that all expert witnesses will be from doctor's exact specialty and postgraduate medical training. **c) Applicable Law:** The arbitration shall be conducted pursuant to the California Arbitration Act. (C.C.P 1280-1295.) The arbitrators shall, in addition, have authority to order such other discovery, as they deem appropriate for a full and fair hearing of the case. A determination on the merits shall be rendered in accordance with the law of the State of California including the provisions of the Medical Injury Compensation Reform Act of 1975 which shall apply to the same extent as if the dispute were pending before a superior court of this State. **d) Interpretation of agreement:** Any controversy concerning the interpretation or application of the agreement itself, shall also be submitted to arbitration in the manner provided above.

Article 4: Revocation: If you sign this Agreement and then change your mind, the law permits you to revoke the Agreement, providing you give your Doctor written notice within 30 days from signing that you want to withdraw from the Agreement. However, Doctor and Patient agree that any claim arising from medical and/or aesthetic services rendered prior to revocation shall be subject to arbitration. IF notice of revocation of this agreement is not received within thirty (30) days of its signing, the right to cancel the agreement is forever waived.

Article 5: Retroactive Effect: If the signing party intends this agreement to cover all services rendered before the date of the signing of this agreement (including, but not limited to, prior consultations or treatment), the signing party must initial here _____.

Article 6: Acknowledgement: By signing this agreement, I acknowledge that I have discussed to my satisfaction any questions I may have regarding the arbitration agreement with a staff member of: **Dr. Paul Grin, DDS, MPH, APCU**, and have been given the opportunity to obtain further counsel if desired. I acknowledge that I have freely negotiated all terms herein set forth.

Article 7: If any provision of this arbitration agreement should be held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any provision.

NOTICE: BY SIGNING THIS CONTRACT, YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL AND/OR AESTHETIC MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

Patient, Parent, Guardian, or authorized representative / If signed by someone other than the patient, indicate the relationship

Date