

FINANCIAL POLICIES FOR PERSONAL INJURY PATIENTS

Budincich Chiropractic Clinic, Inc.

The following is documented to outline the Budincich Chiropractic Clinic's financial policies in regards to third party personal injury cases, and first party medical payment cases where an attorney may or may not be involved. This must be read, understood, and signed by all patients wishing to have our clinic bill and await payment for injury cases.

The Budincich Chiropractic Clinic is willing to accept your case on a "personal injury" basis with certain understanding and conditions regarding your financial policies with us. The patient must understand first and foremost that the clinic is extending "credit" to the patient whenever the bills are not initially and fully being paid as the patient receives services. The doctor often times has to wait 1-4 years in order to collect his fees on a personal injury matter. This is long after overhead has been paid, and insurance collection personnel have been working regularly on these cases awaiting payment. It must also be understood, that the doctor gets no initial "interest" for this money loaned to you.

For this reason, the Budincich Chiropractic Clinic charges full fees for all services performed in personal injury cases. Full fees include the normal undiscounted values for any spinal or extremity manipulation, physical therapy, deep tissue massage, durable medical equipment, supports, supplements, any other items which are outside services required to evaluate or treat the patient's case. There will be no discounts given in these cases since they are financially "high risk", and take a year to four years or more to be resolved. The patient must also understand that the insurance companies that ultimately pay on these claims can be very stubborn starting reimbursement for any injuries. They frequently want to litigate these cases, and unfortunately, most attorneys do not want to get into trial actions in the court room due to the high cost of litigation, depositions, and court costs. Most personal injury cases settle without a court trial, and many settle far below what they are worth. Attorneys do not wish to "try" these cases, since it would cost more than the end settlement value. Personal injury accident cases will not make a patient "get rich quick". These cases mostly end up a long, "dragged out" process, which ultimately, if you are lucky, gets all of your medical bills paid and a little bit extra to cover your pain, suffering, and inconvenience of having to receive treatment after your injuries. Unless you were seriously disabled, dismembered, or have other serious neurological complications, it is unlikely that your personal injury case will yield more than \$15,000.00 - \$20,000.00 once settled. This statistic is based on hundreds of cases settled over the last several years within our two offices.

From our statistics, there is a 40% chance that our clinic will collect at or below our cost in providing these services for you, or possibly less. Also, there is a small 5% chance that nothing at all can be collected from the insurance company, and the full burden of the bill will fall upon the patient's shoulders. If the case "goes bad", the attorney may "drop the case", or the insurance companies may "stonewall" and possibly demand to go to court before releasing a single penny in settlement. All parties can wait a long time to ever get paid. The doctor also poses an added risk if our patient receives a check for services rendered from the insurance company, (for both the doctor's portion of treatment, and their portion for pain and suffering), and decides to ignore the doctor's bills permanently. This leaves the doctor "stuck with the bill" and unable to track down the patient for payment. Many (40% of these cases) are expected to be non-profitable or a loss. This is why our full fees will apply to any services rendered if we accept your case on a personal injury matter; it is due to the high financial risks.

Remember, that as you are receiving these services, the doctor will eventually need to be paid by either the insurance company directly, through your attorney (if you have one), or by yourself personally. If you decide to accept treatment on a personal injury basis in this clinic, please understand that our full fees will apply, and no discounts will be given at the completion of the case unless there are extreme extenuating circumstances. Each case is evaluated on a case-by-case basis. Only the Clinic Director will decide whether any discounts will be applied, not the associate doctor who may be treating you at any one of our clinics. Only the Clinic Director has the authority to negotiate your outstanding balance. The patient is ultimately and personally responsible for any services rendered, the patient must be certain the treatment they are receiving is needed and approved by them, and benefiting them on a regular basis.

Patient's Initials _____

If you feel that your symptoms are greatly improved to the point where you no longer feel that treatment is necessary, please discuss this with your treating doctor. Especially if it is at a time that is mid-way during treatment when more treatments are scheduled ahead than what you feel you need to receive. Please have an open discussion with your doctor regarding the need for ongoing services, whether it is for the actual initial symptoms of your injury, or the long-term damage that the injury caused to the curves of your spine (subluxation complexes). Subluxation ultimately can cause degenerative disc disease and arthritis in your spine later on.

You will be accepted on a “personal injury basis” as long as you comply with the doctor’s recommendation for treatment, and keep an open dialogue with the doctor. If you discontinue your treatment early, repeatedly miss or “no show” scheduled visits, or otherwise fail to comply with your recommended treatment program as agreed to, our clinic doctors may option to discontinue your personal injury case, and return you to a “cash as goes” patient status. When you become a “cash patient”, your balance will be immediately due and payable, but will be discounted to cash fees so that you can take care of the balance immediately. This is typically not done unless the patient is non-compliant with treatment by numerous NO SHOWS, or habitually tardy for appointments, which gives the impression that they are not sincere about getting better.

Your timely attendance in keeping regular appointments, will tell us the sincerity level you have and the pain that you actually suffered. We sincerely want you to get well, and in order to do so, you must treat with us regularly during the initial phase of care, at a minimum, to ensure timely relief, return to work, and return to normal function.

It is our experience that the patient’s who miss and no show many appointments at the beginning of their case, are having a hard time settling their cases later on, because the records will show these inconsistencies in your treatment. This leads the insurance companies to believe that the treatment may have not been necessary in the first place. We do not want this to happen in your case because it is neither good for you, or for us to have a non-compliant patient. We know that many situations may come up which may delay or postpone certain treatment. You need to keep a dialogue open with your doctor, and make sure that notes are written in your chart to outline any “breaks” you have in treatment if you need to leave town for family health reasons, scheduled vacations, or other reasons. Simply having a “busy schedule” and missing appointments for this reason, will not convince your attorney or your insurance company, that you were sincerely actually hurt, and that you were willing to make changes in your lifestyle to receive the treatment that you need.

After one year from the date of your last treatment, if your case is not yet settled, you will be responsible to remit your balance in full by small payments. We will begin AT ONE YEAR assessing interest on your balance each month of 1% COMPOUNDED DAILY until your account is paid in full. You may keep your credit card number on file as we will bill each month automatically after the one year anniversary date. Ten percent (10%) of your total outstanding balance will be charged to your credit card acct until your balance is paid in full.

Of course, even if you are injured in a personal injury matter, you may elect to be a cash patient and pay as you go at our cash fees which are due and payable at the time of service. The doctor will still cooperate with your insurance company and legal council in order to get you reimbursed later on. You may do this if you feel uncomfortable running a balance in our office. We want to inform you that once a personal injury case has been treated, and has been on the books awaiting payment, that our policy is not to discount these services routinely or by any settlement formula (IE: 1/3,1/3,1/3. three way splits between the lawyer, you, and the doctor). Please let your attorney know this, (if you have one) so they will be aware of our office policies.

In closing, we thank you very much for choosing the Budincich Chiropractic Clinic for the healthcare needs for you and your family. We promise to cooperate fully with both the insurance companies and any attorney you may have chosen to bring about a fair resolution of your case. Negotiation of your outstanding “legal lien” can only be made by total cooperation on the part of your attorney, by disclosing all outstanding bills from other doctors and labs, and “paid out” checks by the insurance company to him. The patient, at this point, should not involve themselves in trying to cut their own deal with the doctor. They hired a lawyer and they should let them do their job.

Patient’s Initials _____

Should you have any further questions regarding our policies on the treatment plan and/or financial policies of personal injury cases, please do not hesitate to ask our Office Manager or the Clinic Director personally.

Statement of Understanding and Agreement

I understand the above policies of the Budincich Chiropractic Clinic as applied to “personal injury”, auto crash, and “slip-and-fall” cases. My signature below indicates my intention to fully comply with these above policies, and to see to it that the doctor is paid, regardless of the ultimate legal outcome of my case. The doctor is not taking my case on a contingency basis, but has agreed to “delayed payment” as a service to me so I can get treatment I need now without paying in full as I am receiving it.

I agree that since I will be receiving a “line of credit”, that I am applying for credit here at the clinic. I give my permission for the officers of this Clinic to have my credit report examined to see how much “treatment on credit” I may be eligible for through Experian or other credit bureau. My account balance still owed after 1 year from my initial visit will be subject to a 10% annual interest rate compounded daily, or \$25.00/ month, whichever is greater. No interest charges will be applied before the one year anniversary date of my first exam or treatment.

My signature below signifies my agreement and understanding of all of the above policies.

Patients Full Printed name

Date _____
Patient’s Signature

Date _____
Witness (printed name and signature)