

AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION

A. I, Jane Doe, or Jimmy Doe, authorized representative of Jane Doe who is hereinafter identified as "Patient", authorize that Dr. ABCD and their insurer(s), self-insurer(s), and attorney(s) and the designated treating health care provider(s) listed below and his/her/its insurer(s), self-insurer(s), and attorney(s), and the designated treating health care provider(s) listed below and his/her/its insurer(s), self-insurer(s), and attorney(s) may obtain and disclose (within the parameters set out below) the protected health information described below for the following specific purposes:

1. Facilitating the investigation and evaluation of the medical negligence claim described in the accompanying presuit notice;
2. Defending against any litigation arising out of the medical negligence claim made on the basis of the accompanying presuit notice; or
3. Obtaining legal advice or representation arising out of the medical negligence claim described in the accompanying presuit notice.

B. The health information obtained, used, or disclosed extends to, and includes, the verbal health information as well as the written health information and is described as follows:

1. The health information in the custody of the following health care providers who have examined, evaluated, or treated the Patient in connection with injuries complained of after the alleged act of negligence:

Dr. QWERT, M.D.
QWERT, M.D., P.A.
14204 North Dale Avenue
Tampa, Florida 44789

Dr. YUIO, M.D.
93020 Easy Parkway
Tampa, Florida 44789

ZXCVB MRI, Inc.
1121 Lakeland Hills Blvd.
Tampa, FL 44789

Tampa General Hospital
1 Tampa General Circle
Tampa, Florida 33606

This authorization extends to any additional health care providers that may in the future evaluate, examine, or treat the Patient for the injuries complained of.

2. The health information in the custody of the following health care providers who have examined, evaluated, or treated the Patient during a period commencing 2 years before the incident that is the basis of the accompanying presuit notice.

Dr. QWERT, M.D.
QWERT, M.D., P.A.
14204 North Dale Avenue
Tampa, Florida 44789

Dr. YUIO, M.D.
93020 Easy Parkway
Tampa, Florida 44789

ZXCVB MRI, Inc.
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Tampa General Hospital
1 Tampa General Circle
Tampa, Florida 33606

C. This authorization does not apply to the following list of health care providers possessing health care information about the Patient because the Patient certifies that such health care information is not potentially relevant to the claim of personal injury or wrongful death that is the basis of the accompanying presuit notice.

(None)

D. The persons or class of persons to whom the Patient authorizes such health information to be disclosed or by whom such health information is to be used:

1. Any health care provider providing care or treatment for the Patient.
2. Any liability insurer or self-insurer providing liability insurance coverage, self-insurance, or defense to any health care provider to whom presuit notice is given regarding the care and treatment of the Patient.
3. Any consulting or testifying expert employed by or on behalf of Zachary Clark and his/her/its insurer(s), self-insurer(s), or attorney(s) regarding the matter of the presuit notice accompanying this authorization.
4. Any attorney (including his/her staff) employed by or on behalf of Zachary Clark or employed by or on behalf of any health care provider(s) listed in subsection B.1.-2. above, regarding the matter of the presuit notice accompanying this authorization or the care and treatment of the Patient.
5. Any trier of the law or facts relating to any suit filed seeking damages arising out of the medical care or treatment of the Patient.

E. UNCONSTITUTIONAL provision removed pursuant to Ward v. Myers, 229 So.3d 1118 (2017) stating that under the Florida Constitution, the patients right of privacy may not be

violated by any Ex Parte communication without the presence of the Patient or the Patient's attorney.

F. This authorization expires upon resolution of the claim or at the conclusion of any litigation instituted in connection with the matter of the presuit notice accompanying this authorization, whichever occurs first.

G. The Patient understands that, without exception, the Patient has the right to revoke this authorization in writing. The Patient further understands that the consequence of any such revocation is that the presuit notice under s.766.106(2), Florida Statutes, is deemed retroactively void from the date of issuance, and any tolling effect that the presuit notice may have had on any applicable statute of limitations period is retroactively rendered void.

H. The Patient understands that signing this authorization is not a condition for continued treatment, payment, enrollment, or eligibility for health plan benefits.

I. The Patient understands that information used or disclosed under this authorization may be subject to additional disclosure by the recipient and may not be protected by federal HIPAA privacy regulations.

Signature of Patient/Representative _____ Date _____

Name of Patient/Representative: _____

Description of Representative's Authority: (parent/ PR)