MD

Plastic, Reconstructive, & Aesthetic Surgery
Diplomate, American Board of Plastic Surgery

Registration Information

Patient's Name: _____
Last First MI

Address: _____

City: _____ **State:** _____ **Zip:** _____

Home #: _____ **Work #:** _____ **Cell #** _____

E-Mail Address: _____ **Driver License #:** _____

Social Security #: _____ **Date of Birth:** _____ **Age** _____

Marital Status: S M D W Sex: M F Primary Language Spoken: _____

Ethnicity: _____ **Race:** _____

Employer: _____ **Occupation:** _____

Emergency Contact: _____ **Phone:** _____

Who may we thank for your referral _____

Can we send you mailings and solicitations via e-mail? Yes___ No___

Purpose of your Visit _____

Insurance Information

Company Name: _____ **Policy #:** _____ **Group #** _____

Insured Name: _____ **Insured Date of Birth:** _____

I agree that should my insurance policy have a deductible, or not cover Dr. Lamperts' fee for service, I will be responsible for the balances due in addition to interest compounded at 1.5% per month if not paid promptly.

I agree that should this account be referred to an agency or attorney for collections, that I will be responsible for all collection costs, attorney fees and court cost, and interest fees

I certify the insurance information is true and correct to the best of my knowledge. I will notify you of any changes in my status or the above information.

_____ _____
Signature (Parent if Minor) ***Date***

MEDICAL INFORMATION

Primary Care Doctor_____**Phone#**_____

Height_____**Weight**_____

Regular Medications_____

Allergies_____

History of Surgeries_____

Pharmacy _____ **Phone** _____

Address _____

PERSONAL MEDICAL HISTORY:

High Blood Pressure_____**Bleeding Or Clotting Problems**_____

Heart Trouble or Murmur_____**Alcohol or Drugs Dependency**_____

Asthma or lung Ailments_____**Diabetes**_____

Epilepsy_____**Blindness or Glaucoma**_____

Hepatitis_____**Psychological Concerns**_____

Sexually Transmitted Disease_____**Date of Last Physical**_____

Date of Last Breast Exam_____**Do You Smoke**_____**How Much**_____

20200 W. Dixie Hwy, Suite G05
Aventura, FL 33180

I HEREBY INSTRUCT AND DIRECT _____ INSURANCE COMPANY TO PAY CHECK OUT AND MAILED TO JOSHUA LAMPERT, M.D.,P.A. IF MY CURRENT POLICY PROHIBITS DIRECT PAYMENTS TO THE DOCTOR, I HEREBY INSTRUCT AND DIRECT YOU TO MAKE OUT THE CHECK TO ME AS FOLLOWS: 20200 W DIXIE HWY. SUITE G05. AVENTURA, FL 33180

I AUTHORIZE ANY HOLDER OF MEDICAL OR OTHER INFORMATION ABOUT ME TO RELEASE TO MY INSURANCE CARRIER ANY INFORMATION NEEDED FOR THIS OR ANY RELATED CLAIM.

I HEREBY AUTHORIZE, REQUEST AND ASSIGN PAYMENT DIRECTLY TO JOSHUA LAMPERT, M.D.,P.A. FOR BILLS RENDERED. COVERING MEDICAL SERVICES, AND ANY PAST AND FUTURE TREATMENTS. IF RELATED TO THE INCIDENT OR CONDITION GIVING RISE TO THESE SERVICES. BY ALL INSURANCE CARRIERS WITH WHOM I HAVE COVERAGE OR FROM WHOM BENEFITS ARE, OR MAY BECOME PAYABLE TO ME INCLUDING SETTLEMENTS OR JUDGMENTS FOLLOWING FROM THE INCIDENT FOR WHICH I AM RECEIVING TREATMENT. THIS AUTHORIZATION SHALL INCLUDE ALL BENEFITS SPECIFIED AND/OR MASTER MEDICAL BENEFITS OTHERWISE PAYABLE TO ME.

I PERMIT A COPY OF THIS AUTHORIZATION TO BE USED IN PLACE OF THE ORIGINAL..

I AUTHORIZE JOSHUA LAMPERT, M.D.,P.A. TO INITIATE A COMPLAINT TO THE INSURANCE COMMISSIONER FOR ANY REASON ON MY BEHALF.

_____ _____

Signature of Policy Holder Date

AUTHORIZATION FOR AND RELEASE OF MEDICAL PHOTOGRAPHS / SLIDES / AND/OR VIDEO FOOTAGE

AUTHORIZATION FOR RELEASE OF PATIENT IMAGE

Name

_____

Address _____ _____ _____ _____
Street City State Zip Code

I consent to the taking of photographs and/or video footage by Joshua A. Lampert, MD or his designee of me, or parts of my face and body, in connection with the plastic surgery procedure(s) discussed with and/or performed by Joshua A Lampert, MD. I further authorize Joshua A. Lampert, MD or one of his associates to release to the American Society of Plastic Surgeons ("ASPS") and the American Board of Plastic Surgery such images.

I provide this authorization as a voluntary decision. I understand that such photographs shall become the property of Joshua A. Lampert, MD and may be retained, released or used by Joshua A. Lampert, MD for the purpose of including them in any print, visual or electronic media, specifically including, but not limited to, websites, medical journals and textbooks, for the purpose of informing the medical profession or the general public about plastic surgery procedures and methods. In addition, I specifically authorize Joshua A. Lampert, MD to use these photographs for the purpose of including them in any print, visual or electronic media, specifically including, but not limited to, websites, medical journals and textbooks, for the purpose of advertising.

Neither I, nor any member of my family, will be identified by name in any publication. However, I understand that in some circumstances the images may portray features that will make my identity recognizable.

I understand that I may refuse to authorize the release of any health information and that my refusal to consent to the release of health information will prevent the disclosure of such information, but will not affect the health care services I presently receive, or will receive from Joshua A. Lampert, MD.

I understand that I have the right to inspect and copy information that I have authorizes to be disclosed. I further understand that I have the right to revoke this authorization in writing any time, but if I do so it won't have an effect on any actions taken prior to my revocation.

I release and discharge Joshua A. Lampert, MD, ASPS , the American Board of Plastic Surgery and all parties acting under their license and authority from all rights that I may have in the photographs and from any claims that I may have relating to such use in publication, including any claims for payment in connection with distribution or publication of the photographs.

I certify that I have read the above Authorization and Release and fully understand its terms.

Signature: _____ Date: _____

I have read the above Authorization and Release. I am the parent, guardian, or conservator of _____, a minor. I am authorized to sign this authorization on his/her behalf and I give this authorization as a voluntary contribution in the interest of public education.

Signature_____ Date: _____

Witness: _____ Date: _____

IMPORTANT NOTICE UNDER FLORIDA STATUTE LAW 458.320
PLEASE READ THIS IMPORTANT DOCUMENT AS THESE ARE YOUR RIGHTS UNDER FLORIDA STATUTE LAW 458.320

Dear Patient:

Under Florida law Statute (458.320 F.S.), physicians are generally required to carry medical malpractice insurance or demonstrate financial responsibility to cover potential claims for medical malpractice. I HAVE DECIDED NOT TO CARRY MEDICAL MALPRACTICE INSURANCE. This is permitted under Florida law under certain conditions. Florida law imposes penalties against non-insured physicians who fail to satisfy adverse judgements arising from claims of medical malpractice. This notice is provided pursuant of Florida law statute (459.320 F.S.).

This document MUST BE SIGNED AND WITNESSED before you initiate or continue under the care of Joshua A. Lampert, M.D.

Thank-you,

Joshua A. Lampert, M.D.

Note: No treatment can be provided by Joshua A. Lampert, M.D. unless this form has been read and signed. This form is provided to protect your rights under Florida Statute 458.320.

I, _____ ,have read this document
[PRINT FULL NAME HERE]

And acknowledge and understand its contents.

Signature_____ , Date _____.

Witness_____ , Date_____.

Copy received by patient _____.

COPY OF STATUTE PROVIDED ON REQUEST OR SIGNS CONCERNING THE FLORIDA STATUTE LAW 458.320 ARE POSTED IN OUR OFFICE

Patient Name _____

ARBITRATION AGREEMENT

Article 1: Agreement to Arbitrate: The patient and JOSHUA LAMPERT M.D., P.A., the undersigned Medical Care Provider ("MCP") - which includes any affiliated physicians, employees, any related medical group, professional association, or any other entity or individual which has provided medical services in conjunction with the MCP – agree to submit any dispute whatsoever to binding arbitration including without limitation any claim for malpractice, personal injury, battery, breach of express or implied contract, loss of consortium, wrongful death or any payment or any other disputes relating in any way to past, present or future medical care. Any dispute will go to binding arbitration.

Article 2: All Claims Must be Arbitrated: The patient, and/or his or her spouse, born or unborn children, parents, heirs, or anyone launching any legal or equitable action (hereinafter "the Patient") and the MCP agree that any complaint of any type which in any way relates to medical services shall, without exception, be submitted to binding arbitration. The governing law shall be the Federal Arbitration Act, state law notwithstanding. It is the express intention of the parties that any and all claims or complaints of any kind shall be submitted to and resolved by binding arbitration, which will be the exclusive and sole remedy. It is the specific and irrevocable intention of the parties to submit any question concerning this Agreement's arbitrability to the arbitrators only and to no other person or entity. For all issues regarding the validity of this Agreement in court, the prevailing party shall be entitled to attorney's fees and to costs as determined by the court.The MCP and any affiliated medical service provider that chooses to join in this Agreement agree to be equally bound just as the Patient is bound to binding arbitration in the event of any dispute. Such disputes can be brought by the MCP against the Patient, including terms of payment, services rendered, physical or emotional abuse, and other disputes. The Patient understands that any and all medical care provided is sufficient consideration, and the Patient will be fully and legally bound by this Agreement. Both parties to this Agreement are giving up their constitutional right to have any dispute decided in a court of law before a jury. All parties understand that they are giving up their right to have any dispute decided by a judge or jury through the court system. Resorting to the legal system by action at law or in equity will only be permissible if necessary to enforce any decisions reached through arbitration. The parties agree that any dispute about any provisions of this Agreement will be decided through arbitration.The parties hereby bind anyone whose claims may arise out of or relate to treatment or services provided by the MCP at the time of the occurrence giving rise to the claim. In the case of any pregnant mother, the term "patient" means both the mother and the mother's expected child or children. The parties consent to the participation in this arbitration of any person or entity that would otherwise be a proper additional party in a court action if they have been involved in any way in the care of the Patient. This may include claims of the Patient against other physicians, nurses or medical professionals, or a hospital or other facility. Additionally, this Agreement is intended to resolve all claims for vicarious liability of the MCP.

Article 3: Recovery: The signers agree that the maximum total amount of all noneconomic and economic damages combined shall never exceed $250,000.00, applied on a per case basis, regardless of the number of claimants seeking compensation, and regardless of the number of physicians, professional associations, employees or entities named as defendants. The Patient agrees to waive any and all rights to any higher award. This limitation applies regardless of whether another healthcare provider, such as a physician, a hospital or other facility or employees of such a physician, hospital or facility are named as defendants in the binding arbitration or in any other proceedings. "Noneconomic damages" means non financial losses hat would not have occurred but for the injury giving rise to the cause of action, including pain and suffering, inconvenience, physical impairment, mental anguish, disfigurement, loss of capacity for enjoyment of life, and other non financial losses to the extent the claimant is entitled to recover such damages under general law, including the Wrongful Death Act. The arbitrators may choose to award damages in excess of $250,000.00 only when extreme hardship is demonstrated. As consideration for the limitation on any waivers, the MCP will pay up to and only the first $2,500.00 of attorney fees for the Patient. The parties agree that if any punitive damages are awarded, they may not exceed three times any compensatory award. Same as required by Medicare/Medicaid, the parties agree that any awards in excess of $10,000.00 shall be paid in equal annual payments over ten (10) years without being reduced to present value. The arbitrators may reduce the time period in cases of extreme hardship. They will also consider any other collateral sources of compensation (e.g., workers compensation, life insurance, disability, charitable, and governmental benefits, and other monies paid to the injured patient or any other party) which shall diminish any awards for noneconomic and/or economic damages. The MCP shall be entitled to an off-set for any monies received by the Patient for claims against any other health care provider, if such claims arise out of or relate in any way to the claims of the Patient against the MCP. The parties agree to the complete disclosure of all collateral sources of compensation. Failure to promptly disclose any additional sources on request is agreed to be grounds for immediate and total dismissal of any claim.

Article 4: Statute of Limitations: In no case shall the statute of limitations exceed twelve (12) months from the date any alleged injury or problem could or should have been discovered regardless of the age of the Patient. The arbitrators and their empowerment under the FAA shall determine any question concerning the application of this provision. If this provision is held to be invalid it is replaced by the statute of limitations set forth in F.S. §766.

Article 5: Sever-ability: If any specific term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, the entire remainder of this Agreement shall be construed to be in full force and effect, and all other provisions will still apply. The Parties agree in general that any provisions so challenged will be brought to the arbitrators to decide upon, and not to a judge or jury.

Article 6: Merger Clause: This Agreement represents the entire agreement made between the MCP and the Patient. It supersedes any other agreements between the Patient and the MCP. Except as expressly set forth herein, there are no other representations, promises, understandings, or agreements of any kind between the parties. The Patient signing this Agreement acknowledges that he or she has not relied in any way upon any oral or written statements made to them besides what is contained within this Agreement. All parties acknowledge and understand that this Agreement cannot be changed, altered or modified in any way except by an instrument in writing, signed by all parties.

Article 7: Pronouns and Headings: The singular shall be held to include the plural, the plural held to include the singular, and the use of any gender shall be held to include every gender. All headings, titles, subtitles, or captions are inserted for convenience only, and are to be ignored in any construction of the provisions hereof.

Article 8: Procedures and Applicable Law: The parties agree to try to resolve all issues within nine (9) months of any complaint. This Agreement, its substantive provisions, the scope of the Agreement, the authority granted to the arbitrators and the limitations contained in this Agreement, are to be governed by, and interpreted pursuant to the Federal Arbitration Act, any conflicting state law notwithstanding. To the extent not inconsistent with the FAA, it shall also be governed by the provisions of the Revised Uniform Arbitration Act as adopted in the principal state where the MCP practices. The parties agree that any dispute between them shall be determined by a panel of three arbitrators. Each party shall select one arbitrator from a list of qualified legal/medical experts provided by the MCP. All arbitrators will hold either Medical Degrees or both Medical and Juris Doctor Degrees. The two arbitrators selected shall then select a third arbitrator from the same list. Each party may remove the other's chosen arbitrator only once. The three arbitrators shall resolve any and all disputes between the parties pursuant the National Arbitration Forum Code of Procedure or such procedures as they may jointly decide. All arbitration hearings shall be conducted by video conference; the MCP will provide equipment and pay all costs of video conference bridging and that of the arbitrators. The parties shall adopt rules of evidence such as the arbitrators may see fit. The MCP shall pay the full costs of the arbitration, but shall not be responsible for paying any fees or costs charged to the Patient by their attorney save the first $2,500.00 as indicated above. Reasonable discovery will be permitted by both sides. The parties agree that the arbitrators are to render a written decision with reasons stated for the decision. This agreement is to be construed to follow F.S. §766 and provides patient with all rights necessary under F.S. §766 and the Florida Medical Malpractice Act. With the exceptions of a right to a trial by jury and the statute of limitations, if there is a conflict between this Agreement and either F.S. §766 or the Florida Medical Malpractice Act then F.S. §766 or the Florida Medical Malpractice Act will prevail.

Article 9: Right of Counsel and Rescission: The Patient understands that this Agreement is a legal document, and the Patient has the right to consult with an attorney before signing if desired. Your MCP encourages you to consult an attorney prior to signing or during a fifteen (15) day rescission period. You may rescind this Agreement for fifteen (15) days after signing it; you agree that it will be in full force and effect until the date received at the MCP's office. To rescind it, return a copy to the MCP by certified mail-return receipt only with "CANCELED" written on the first page, and signed by you underneath that word. The Agreement will then be rescinded for all future care, but you agree it will be valid for any and all care provided by the MCP to the Patient for the entire period of all medical services up to the rescission.

Article 10: Authority to Sign: The Patient represents that he or she does have the authority to sign and execute this document on his/her own behalf (if signed by the Patient), or on behalf of the Patient (if signed by a person other than the Patient.)

Article 11: No Undue Influence: The individual signing this Agreement hereby acknowledges that he or she has not been pressured, induced, coerced, or intimidated in any way into signing this agreement, and has signed it of his or her own free will and accord and not under duress of any kind. The parties agree that they have been given every opportunity to ask questions and received answers concerning the specifics and intent of their Agreement.

Article 12: Frivolous Legal Actions: The Patient agrees that under no circumstances will a frivolous action or claim be brought against the MCP, and the MCP agrees to not bring any frivolous action or claim against the Patient. If two or more Arbitrators rule that any action or claim brought against either party if frivolous in nature, the prevailing party shall be entitled to economic and noneconomic damages, including loss of wages or other compensation, damage to reputation, full attorney's fees and punitive damages.

Article 13: Mediation: At the MCP's sole expense, upon any compliant or alleged injury, the parties agree to promptly mediate in good faith with a qualified mediator prior to any arbitration hearing. A qualified professional mediator with medico-legal background shall be mutually agreed upon.

NOTICE: BY SIGNING THIS CONTRACT, YOU AGREE TO HAVE ANY ISSUE OF ALLEGED

MEDICAL NEGLIGENCE OR BREACH OF CONTRACT BETWEEN YOU AND YOUR MCP

DECIDED BY BINDING ARBITRATION IN WHICH BOTH PARTIES GIVE UP THEIR RIGHT

TO A TRIAL BY JURY OR TRIAL BY A JUDGE.

I hereby agree that all provisions of this Agreement are in full effect, and no word,

sentence paragraph or provision may be crossed out, excised or removed.

Patient Signature: X _____ **Date:** _____

(Or Patient Representative) (Indicate relationship if signing for patient)

Office Signature: X _____ **Date:** _____