

Plastic Surgery Checklist



The popularity of plastic surgery is soaring—and more and more doctors are trying to meet the demand. Any licensed physician can call himself or herself a “cosmetic” or even plastic surgeon, so the importance of finding a properly trained and certified provider is paramount. We have prepared this checklist to help guide you through your plastic surgery procedure—from choosing a plastic surgeon to managing your recovery.

CHECK OFF EACH ITEM TO PREPARE FOR YOUR PROCEDURE:

1. Researching Your Procedure

From skin treatments to surgery, plastic surgeons provide a wide array of procedures. Research will help you narrow down the best options for meeting your goals.

Visit www.plasticsurgery.org for full descriptions of plastic surgery procedures and the results you can expect from each.

Consider other online resources such as BeautyforLife.com, and the Partnership for Patient Safety at www.p4ps.org. If you are interested in breast implants, also consider breastimplantsafety.org.

2. Choosing Your Plastic Surgeon

There are many ways to find a surgeon, including seeking recommendations from your primary care physician, friends, and family. But when you're ready to make a choice, be sure your plastic surgeon meets the highest standards of education, experience, and ethics.

Ask friends, family, and doctors for referrals.

Compile a list of plastic surgeons (we recommend choosing three to five candidates).

Make sure each candidate has at least six years of surgical training and experience, with a minimum of three years specifically in plastic surgery.*

Make sure each candidate is certified by The American Board of Plastic Surgery or The Royal College of Physicians and Surgeons of Canada.*

If you are considering a surgical procedure, make sure your surgeon has operating privileges at an accredited medical facility.*

Ask your candidates about their most recent continuing medical education.*

Look for this symbol:



ASPS Member Surgeon

** When you choose an ASPS Member Surgeon, you can rest assured that your doctor has all of these qualifications, which are the conditions of membership.*

3. Consulting with Your Plastic Surgeon

Well before your procedure, you'll meet with your plastic surgeon for a consultation to discuss your goals and determine the best plan to achieve your desired results. The consultation is your opportunity to ask your surgeon tough questions. You should feel confident asking about your doctor's credentials, experience, outcomes and safety record in the type of procedure that interests you. It is your body, your safety and your decision.

During your consultation, you should accomplish the following:

Confirm that you are a good candidate for your chosen procedure.

Identify any alternative procedures for achieving your desired results and understand the pros and cons of each.

Review before and after photos that illustrate the procedure and results that you can reasonably expect.

Determine what will be expected of you to achieve the best results.

Discuss the risks associated with your procedure and how your doctor handles them.

Tell your plastic surgeon about medical conditions, allergies, and previous medical treatments. On the day of the consultation, it's helpful to bring a list of your medical conditions and any medications, vitamins, or herbal supplements you are taking.

Find out who will perform your procedure and where—if a member of the doctor's staff will perform the procedure, which sometimes occurs with non- or minimally-invasive procedures, ask for qualifications.

Determine the length of the recovery period and the kind of recovery help you will need. Plan for the appropriate level of support you will need from family and friends—such as a ride home from the hospital, help with changing dressing, or assistance in bathing—based on the type of procedure you are having.

Share old pictures of yourself (from a time when you were most pleased with your appearance) with your surgeon to show how your appearance has changed.

Discuss the cost of the procedure and any financing options.

Understand your options if you are dissatisfied with your results.

4. Planning for Your Surgery

Safe and successful plastic surgery depends not only on your doctor; it's your responsibility too. These steps will help make sure you're ready for plastic surgery—both before and after your procedure:

Before

Be sure you are physically healthy, eating right, and not smoking.

Establish realistic expectations for the results of your procedure.

Read, understand, and sign informed consent documents for your procedure.

Understand the procedure's after-effects and recovery time.

Have your plastic surgeon thoroughly address all of your questions about your recovery.

After

Each procedure requires a specific post-operative protocol. Follow your doctor's orders for a safe recovery.



How to Choose a Plastic Surgeon

A GUIDE TO CHOOSING THE RIGHT SURGEON FOR YOU

The popularity of plastic surgery is soaring—and more and more doctors are trying to meet the demand. Any licensed physician can claim to be a plastic surgeon, so the importance of making sure your doctor is properly trained and certified is paramount. When you choose a doctor who is a member of the American Society of Plastic Surgeons (ASPS®), you can rest assured your surgeon is qualified to perform your surgery. If you are considering plastic surgery, there is no substitute for an ASPS Member Surgeon.

Why is an ASPS Member Surgeon the best choice for me?

Choosing an ASPS Member Surgeon ensures:

- ✓ At least **6 years** of surgical training and experience, with a minimum of **3 years** in plastic surgery
- ✓ **Board certification** by The American Board of Plastic Surgery or The Royal College of Physicians and Surgeons of Canada
- ✓ Operating only in **accredited facilities**
- ✓ Adherence to a strict code of **ethics**
- ✓ Fulfillment of **continuing medical education** requirements, including standards and innovations in **patient safety**

As a prospective plastic surgery patient, educating yourself is one of the most important things you can do. Follow these steps to help you prepare.



STEP 1: Questions to Ask When Choosing a Plastic Surgeon

1. Are you an ASPS Member Surgeon? If so, you can rest assured that your surgeon is board-certified in plastic surgery, has hospital privileges for plastic surgery procedures, and performs surgery only in accredited facilities.
2. Are you board-certified by The American Board of Plastic Surgery or The Royal College of Physicians and Surgeons of Canada?
3. Do you have hospital privileges to perform this procedure? If so, at which hospitals?
4. Is the surgical facility accredited?

If your surgeon is an ASPS Member Surgeon, then move directly to Step 2. If not, be sure to ask all of the questions in Step 1.

STEP 2: Questions to Ask Your ASPS Member Surgeon During Your Consultation

It's important to talk to your ASPS Member Surgeon about your goals and treatment. Feel confident asking about your doctor's credentials, experience, and outcomes or safety record. It's your body, your safety, and your life.

1. Am I a good candidate for this procedure?
2. How many procedures of this type have you performed?
3. What will be expected of me to achieve optimal results?
4. What are the risks involved with my procedure?
5. How long can I expect recovery to take, and what kind of help will I need during my recovery?
6. Will I need to take time off work? If so, how long?

During the consultation, your ASPS Member Surgeon should:

- ✓ Answer all of your questions thoroughly and clearly.
- ✓ Ask about your thoughts about recommended treatment.
- ✓ Offer alternatives, where appropriate, without pressuring you to consider unneeded or additional procedures.
- ✓ Welcome questions about your procedure and his or her professional qualifications, experience, costs, and payment policies.
- ✓ Make clear the risks of surgery and possible outcomes.
- ✓ Give you information about the procedure you want.
- ✓ Leave the final decision to you.

If you would like to learn more about plastic surgery, the ASPS website at www.plasticsurgery.org is a great resource for information of all types.

Pacific Plastic Surgery Group

Patient Name: _____ Date: _____
(First) (Middle) (Last)

Parent's Name (if patient is a minor): _____ Parent's DOB: ___/___/___
(First) (Middle) (Last)

Address: _____ City: _____ State: _____ Zip: _____

Date of Birth: ___/___/___ Gender (Circle one): Male Female Home Phone: () _____

Work Phone: () _____ Cell Phone: () _____

Email: _____ SSN# _____ - _____ - _____

Employed by: _____ Occupation: _____

Spouse's Name: _____ Spouse's DOB: ___/___/___ Occupation: _____

How were you referred to Dr. Miranda? _____

****Please provide the front desk with your ID & health insurance card so they may make a copy****

Preferred Pharmacy: _____ Pharmacy Phone: () _____

Name of your personal physician: _____ Phone number: () _____

In case of emergency call: _____ Relationship: _____ Phone Number: () _____

BODY AREAS (please mark & describe areas you would like to discuss today)

- Skin: _____
- Face: _____
- Body: _____
- Breast: _____
- Other: _____

Current & Past Medical History

Patient Name: _____ Date of Birth: ___/___/___

Age _____ Current Height: _____ Current Weight: _____ Lifetime Highest Weight: _____

Do you smoke? Y N *If so, how often?* _____ Do you drink alcohol? Y N *If so, how often?* _____

Defibrillator? Y N Pacemaker? Y N Latex Allergy? Y N

Are you allergic to any medications? *(Please list medication and your allergic response is):* _____

Do you take aspirin regularly? Y N Other Medications? *(please list)* _____

Do you take nutritional or herbal supplements? *(please list)* _____

Have you ever had any difficulties with Anesthesia? _____

Previous Surgeries *(please list with dates):* _____

Have you ever had excessive bleeding, i.e. following surgery; nosebleeds, etc.? _____

Have you ever had? (Please circle each yes or no):

Blood Disease	Yes	No	Kidney Disease	Yes	No
Cancer	Yes	No	Diabetes	Yes	No
Heart Disease	Yes	No	High Blood Pressure	Yes	No
Lung Disease	Yes	No	Epilepsy	Yes	No
Hepatitis	Yes	No	Migraine Headaches	Yes	No
Skin Disease	Yes	No	HIV Tested	Yes	No

Please specify skin disease: _____ ***HIV Test Result:*** _____ *(Optional Answer)*

Other Ongoing Medical Issues: _____

Family history of skin cancer? Y N *If so, who in your family has been diagnosed?* _____

How often do you exercise? _____ Do you tan in a tanning bed? _____

Do you regularly wear sunscreen? Y N *If so, what SPF?* _____

Mental Health History? _____

For Female Patients: Number of pregnancies: _____ Current Bra Size: _____ Desired Bra Size: _____

Family history of breast cancer? Y N *If so, who in your family has been diagnosed?* _____

Financial and Insurance/Health Maintenance Organization Assignment Policy

Thank you for selecting our office for your plastic surgical care. It is our mission to provide you with the best quality care, and we are happy to discuss or answer any questions you may have regarding your treatments. However, before we begin, we ask that you read and understand your insurance/health maintenance organization contract and agree to our office policies. Important points you need to know regarding your medical insurance and/or medical benefits:

1. Your insurance policy and/or health maintenance organization policy is a contract between you, the insurance company and possibly your employer or other parties. We as medical care providers are not party to this contract. Our relationship is with you, not with your insurance company or your health maintenance organization. As a courtesy to you we may file your insurance claims. However, all charges for services rendered are your responsibility, whether or not it is covered by your insurance policy or health maintenance organization.
2. Although your insurance policy or health maintenance organization may offer a list of benefits and their level of coverage, the insurance company or health maintenance organization does not guarantee payment. We can obtain an estimate of your coverage prior to beginning your treatment, but we will not know your exact benefit or the covered amount until the insurance company or health maintenance organization makes the payment on the claim submitted by you or submitted by us on your behalf. I hereby authorize payments of medical benefits from my insurance company or health maintenance organization to be directly assigned to Edward P. Miranda, M.D. a Medical Corporation (“the Corporation”) for services rendered. I understand and agree that I am financially responsible to the Corporation for all charges whether or not paid by my insurance company or health maintenance organization. I further agree that I am responsible for any costs incurred by the Corporation in attempts to collect debts owed by me to the Corporation including but not limited to reasonable attorneys’ fees. I understand and agree that payments are due at the time of service, and late charges up to 1.5% per month may be assessed to delinquent accounts. I authorize Edward P. Miranda, M.D. a Medical Corporation and its agents and business associates to release all information necessary to secure the payment of benefits.

Consent to Photograph

Photographs are an integral part of plastic surgical care and are used to assist in planning surgical care and documenting the process of healing. I, hereby authorize Edward Miranda, M.D. and his office staff to take and store photographs while under the care of this medical facility. I understand that these photographs will be part of my medical and surgical record. Care is taken at all times to protect patient privacy and confidentiality as well as comply with all legal and ethical standards. I understand that these photographs may be used for medical and surgical lectures, publication in scientific journals and educational or informative media presentations to other physicians and/or non-physicians. I hereby grant permission for the use of my medical records including illustrations, photographs or other imaging records created in my case, for use in examination, testing, credentialing and/or certifying purposes by **The American Board of Plastic Surgery, Inc.**

I understand and agree to all of the above.

Print Patient Name _____ Date _____

Patient Signature (or Parent/Guardian if patient is a minor) _____

Office Representative’s Signature: _____ Date _____

Acknowledgement

Pacific Plastic Surgery Group
77 Van Ness Avenue, Suite 302, San Francisco, CA 94102
Elaine Ng, Practice Manager 415.379.9015

Acknowledgement of Receipt of Notice of Privacy Practices

I hereby acknowledge that I received a copy of this medical practice's Notice of Privacy Practices. I further acknowledge that a copy of the current notice will be posted in the reception area, and that I will be offered a copy of any amended Notice of Privacy Practices in each appointment.

_____ I would like to receive a copy of any amended Notice of Privacy Practices by email at:

Signature: _____ Date: _____

Print Name: _____ Telephone: _____

Acknowledgement of Notice of Association

The Physicians in this office are not partners or otherwise affiliated in the same medical practice. They are all independent practitioners and simply share office space, equipment, and staff in their separate practices. They are not responsible for each other practices or patients.

Signed: _____ Date: _____

Notice to Consumers

Medical doctors are licensed and regulated by the Medical Board of California.

(800) 633-2322 www.mbc.ca.gov

Signed: _____ Date: _____

If not signed by the patient, please indicate:

Relationship: _____ Parent or guardian of minor patient

_____ Guardian or conservator of an incompetent patient

Name of Patient: _____

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED
AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.
PLEASE READ IT CAREFULLY.**

NOTICE OF PRIVACY POLICY

Effective June 11, 2009

The following is the privacy policy ("Privacy Policy") of Pacific Plastic Surgery Group ("Covered "Entity") as described in the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, commonly known as HIPAA. HIPAA requires Covered Entity by law to maintain the privacy of your personal health information and to provide you with notice of Covered Entity's legal duties and privacy policies with respect to your personal health information. We are required by law to abide by the terms of this Privacy Notice.

Your Personal Health Information

We collect personal health information from you through treatment, payment and related healthcare operations, the application and enrollment process, and/or healthcare providers or health plans, or through other means, as applicable. Your personal health information that is protected by law broadly includes any information, oral, written or recorded, that is created or received by certain health care entities, including health care providers, such as physicians and hospitals, as well as, health insurance companies or plans. The law specifically protects health information that contains data, such as your name, address, social security number, and others, that could be used to identify you as the individual patient who is associated with that health information.

Uses or Disclosures of Your Personal Health Information

Generally, we may not use or disclose your personal health information without your permission. Further, once your permission has been obtained, we must use or disclose your personal health information in accordance with the specific terms that permission. The following are the circumstances under which we are permitted by law to use or disclose your personal health information.

Without Your Consent

Without your consent, we may use or disclose your personal health information in order to provide you with services and the treatment you require or request, or to collect payment for those services, and to conduct other related health care operations otherwise permitted or required by law. Also, we are permitted to disclose your personal health information within and among our workforce in order to accomplish these same purposes. However, even with your permission, we are still required to limit such uses or disclosures to the minimal amount of personal health information that is reasonably required to provide those services or complete those activities.

Examples of treatment activities include: (a) the provision, coordination, or management of health care and related services by health care providers; (b) consultation between health care providers relating to a patient; or (c) the referral of a patient for health care from one health care provider to another.

Examples of payment activities include: (a) billing and collection activities and related data processing; (b) actions by a health plan or insurer to obtain premiums or to determine or fulfill its responsibilities for coverage and provision of benefits under its health plan or insurance agreement, determinations of eligibility or coverage, adjudication or subrogation of health benefit claims; (c) medical necessity and appropriateness of care reviews,

utilization review activities; and (d) disclosure to consumer reporting agencies of information relating to collection of premiums or reimbursement.

Examples of health care operations include: (a) development of clinical guidelines; (b) contacting patients with information about treatment alternatives or communications in connection with case management or care coordination; (c) reviewing the qualifications of and training health care professionals; (d) underwriting and premium rating; (e) medical review, legal services, and auditing functions; and (f) general administrative activities such as customer service and data analysis.

As Required By Law

We may use or disclose your personal health information to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law. *Examples of instances in which we are required to disclose your personal health information include:* (a) public health activities including, preventing or controlling disease or other injury, public health surveillance or investigations, reporting adverse events with respect to food and dietary supplements or product defects or problems to the Food and Drug Administration, medical surveillance of the workplace or to evaluate whether the individual has a work-related illness or injury in order to comply with Federal or state law; (b) disclosures regarding victims of abuse, neglect, or domestic violence including, reporting to social service or protective services agencies; (c) health oversight activities including, audits, civil, administrative, or criminal investigations, inspections, licensure or disciplinary actions, or civil, administrative, or criminal proceedings or actions, or other activities necessary for appropriate oversight of government benefit programs; (d) judicial and administrative proceedings in response to an order of a court of a court or administrative tribunal, a warrant, subpoena, discovery request, or other lawful process; (e) law enforcement purposes for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person, or reporting crimes in emergencies, or reporting a death; (f) disclosures about decedents for purposes of cadaveric donation of organs, eyes or tissue; (g) for research purposes under certain conditions; (h) to avert a serious threat to health or safety; (i) military and veterans activities; (j) national security and intelligence activities, protective services of the President and others; (k) medical suitability determinations by entities that are components of the Department of State; (l) correctional institutions and other law enforcement custodial situations; (m) covered entities that are government programs providing public benefits, and for workers' compensation.

All Other Situations, With Your Specific Authorization

Except as otherwise permitted or required, as described above, we may not use or disclose your personal health information without your written authorization. Further, we are required to use or disclose your personal health information consistent with the terms of your authorization. You may revoke your authorization to use or disclose any personal health information at any time, except to the extent that we have taken action in reliance on such authorization, or, if you provided the authorization as a condition of obtaining insurance coverage, other law provides the insurer with the right to contest a claim under the policy.

Miscellaneous Activities, Notice

We may contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you. We may contact you to raise funds for Covered Entity. If we are a group health plan or health insurance issuer or HMO with respect to a group health plan, we may disclose your personal health information to be a sponsor of the plan.

Your Rights With Respect to Your Personal Health Information

Under HIPAA, you have certain rights with respect to your personal health information. The following is a brief overview of your rights and our duties with respect to enforcing those rights.

Right To Request Restrictions On Use or Disclosure

You have the right to request restrictions on certain uses and disclosures of your personal health information about yourself. *You may request restrictions on the following uses or disclosures:* to carry out treatment, payment, or healthcare operations; (b) disclosures to family members, relatives, or close personal friends of personal health information directly relevant to your care or payment related to your health care, or your location, general condition, or death; (c) instances in which you are not present or your permission cannot practicably be obtained due to your incapacity or an emergency circumstance; (d) permitting other persons to act on your behalf to pick up filled prescriptions, medical supplies, X-rays, or other similar forms of personal health information; or (e) disclosure to a public or private entity authorized by law or by its charter to assist in disaster relief efforts.

While we are not required to agree to any requested restriction, we are bound not to use or disclose your personal healthcare information in violation of such restriction, except in certain emergency situations. We will not accept a request to restrict uses or disclosures that are otherwise required by law.

Right To Receive Confidential Communications

You have the right to receive confidential communications of your personal health information. We may require written requests. We may condition the provision of confidential communications on you providing us with information as to how payment will be handed and specification of an alternative address or other method of contact. We may require that a request contain a statement that disclosure of all or a part of the information to which the request pertains could endanger you. We may not require you to provide an explanation of the basis for your request as a condition of providing communications to you on a confidential basis. We must permit you to request and must accommodate reasonable requests by you to receive communications of personal health information from us by alternative means or at alternative locations. If we are a health care plan, we must permit you to request and must accommodate reasonable requests by you to receive communications of personal health information from us by alternative means or at alternative locations if you clearly state that the disclosure of all or part of that information could endanger you.

Right To Inspect And Copy Your Personal Health Information

Your designated record set is a group of records we maintain that includes Medical records and billing records about you, or enrollment, payment, claims adjudication, and case or medical management records systems, as applicable. You have the right of access in order to inspect and obtain a copy your personal health information contained in your designated record set, *except for* (a) psychotherapy notes, (b) information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding, and (c) health information maintained by us to the extent to which the provision of access to you would be prohibited by law. We may require written requests. We must provide you with access to your personal health information in the form or format requested by you, if it is readily producible in such form or format, or, if not, in a readable hard copy form or such other form or format. We may provide you with a summary of the personal health information requested, in lieu of providing access to the personal health information or may provide an explanation of the personal health information to which access has been provided, if you agree in advance to such a summary or explanation and

agree to the fees imposed for such summary or explanation. We will provide you with access as requested in a timely manner, including arranging with you a convenient time and place to inspect or obtain copies of your personal health information or mailing a copy to you at your request. We will discuss the scope, format, and other aspects of your request for access as necessary to facilitate timely assess. If you request a copy of your personal health information or agree to a summary or explanation of such information, we may charge a reasonable cost-based fee for copying, postage, if you request a mailing, and the costs of preparing an explanation or summary as agreed upon in advance. We reserve the right to deny you access to and copies of certain personal health information as permitted or required by law. We will reasonably attempt to accommodate any request for personal health information by, to the extent possible, giving you access to other personal health information after excluding the information as to which we have a ground to deny access. Upon denial of a request for access or request for information, we will provide you with a written denial specifying the legal basis for denial, a statement of your rights, and a description of how you may file a complaint with us. If we do not maintain the information that is the subject of your request for access but we know where the requested information is maintained, we will inform you of where to direct your request for access.

Right To Amend Your Personal Health Information

You have the right to request that we amend your personal health information or a record about you contained in your designated record set, for as long as the designated record set is maintained by us. We have the right to deny your request for amendment, if: (a) we determine that the information or record that is the subject of the request was not created by us, unless you provide a reasonable basis to believe that the originator of the information is no longer available to act on the requested amendment, (b) the information is not part of your designated record set maintained by us, (c) the information is prohibited from inspection by law, or (d) the information is accurate and complete. We may require that you submit written requests and provide a reason to support the requested amendment. If we deny your request, we will provide you with a written denial stating the basis of the denial, your right to submit a written statement disagreeing with the denial, and a description of how you may file a complaint with us or the Secretary of the U.S. Department of Health and Human Services (“DHHS”). This denial will also include a notice that if you do not submit a statement of disagreement, you may request that we include your request for amendment and the denial with any future disclosures of your personal health information that is the subject of the requested amendment. Copies of all requests, denials, and statements of disagreement will be included in your designated record set. If we accept your request for amendment, we will make reasonable efforts to inform and provide the amendment within a reasonable time to persons identified by you as having received personal health information of yours prior to amend and persons that we know have the personal health information that is the subject of the amendment and that may have relied, or could foreseeably rely, on such information to your detriment. All requests for amendment shall be sent to the Privacy Officer or Edward P. Miranda, M.D. at 77 Van Ness Avenue, Suite 302, San Francisco, CA 94102.

Right To Receive An Accounting Of Disclosures Of Your Personal Health Information

Beginning April 14, 2003, you have the right to receive a written accounting of all disclosures of you personal health information that we have made within the six (6) year period immediately preceding the date on which the accounting is requested. You may request an accounting of disclosures for a period of time less than six (6) years from the date of the request. Such disclosures will include the date of each disclosure, the name and, if known, the address of the entity or person who received the information, a brief description of the information disclosed, and a brief statement of the purpose and basis of the disclosure or, in lieu of such statement, a copy of your written authorization or written request for disclosure pertaining to such information. *We are not required to provide accountings of disclosures for the following purposes:* (a) treatment, payment, and healthcare operations,

(b) disclosures pursuant to your authorization, (c) disclosures to you, (d) for a facility directory or to persons involved in your care, (e) for national security or intelligence purposes, (f) to correctional institutions, and (g) with respect to disclosures occurring prior to 4/14/03. We reserve our right to temporarily suspend your right to receive an accounting of disclosures to health oversight agencies or law enforcement officials, as required by law. We will provide the first accounting to you in any twelve (12) month period without charge, but will impose a reasonable cost-based fee for responding to each subsequent request for accounting within that same twelve (12) month period. All requests for an accounting shall be sent to the Privacy Officer or Edward P. Miranda, M.D. at 77 Van Ness Avenue, Suite 302, San Francisco, CA 94102.

Complaints

You may file a complaint with us and with the Secretary of DHHS if you believe that your privacy rights have been violated. You may submit your complaint in writing by mail or electronically to our privacy officer Edward P. Miranda, M.D. at 77 Van Ness Avenue, Suite 302, San Francisco, CA 94102. A complaint must name the entity that is the subject of the complaint and describe the acts or omissions believed to be in violation of the applicable requirements of HIPAA or this Privacy Policy. A complaint must be received by us or filed with the Secretary of DHHS within 180 days of when you knew or should have known that the act or omission complained of occurred. You will not be retaliated against for filing any complaint.

Amendments to this Privacy Policy

We reserve the right to revise or amend this Privacy Policy at any time. These revisions or amendments may be made effective for all personal health information we maintain even if created or received prior to the effective date of the revision or amendment. We will provide you with notice of any revisions or amendments to this Privacy Policy, or changes in the law affecting this Privacy Notice, by mail or electronically within 60 days of the effective date of such revision, amendment, or change.

On-going Access to Privacy Policy

We will provide you with a copy of the most recent version of this Privacy Policy at any time upon your written request sent to the Privacy Officer or Edward P. Miranda, M.D. at 77 Van Ness Avenue, Suite 302, San Francisco, CA 94102. For any other requests or for further information regarding the privacy of your personal health information, and for information regarding the filing of a complaint with us, please contact our privacy officer Edward Miranda, M.D. at the address, telephone number, or e-mail address listed above.

PHYSICIAN-PATIENT ARBITRATION AGREEMENT

Article 1: Agreement to Arbitrate: It is understood that any dispute as to medical malpractice, that is as to whether any medical 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 rights to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Article 2: All Claims Must be Arbitrated: It is the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or service provided by the physician including any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children.

All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the physician, and the physician's partners, associates, association, corporation or partnership, and the employees, agents and estates of any of them, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any action in any court by the physician to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim.

Article 3: Procedures and Applicable Law: A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days of a demand for a neutral arbitrator by either party. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness fees, or other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator.

The parties consent to the intervention and joinder in this arbitration of any person or entity which would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.

The parties agree that provisions of California law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but not limited to, Code of Civil Procedure Sections 340.5 and 667.7 and Civil Code Sections 3333.1 and 3333.2. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure Section 1283.05, however, depositions may be taken without prior approval of the neutral arbitrator.

Article 4: General Provisions: All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable California statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrators shall be governed by the California Code of Civil Procedure provisions relating to arbitration.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the physician within 30 days of signature. It is the intent of this agreement to apply to all medical services rendered any time for any condition.

Article 6: Retroactive Effect: If patient intends this agreement to cover services rendered before the date it is signed (including, but not limited to, emergency treatment) patient should initial below:

Effective as of the date of first medical services

Patient's or Patient Representative's Initials

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

I understand that I have the right to receive a copy of this arbitration agreement. By my signature below, I acknowledge that I have received a copy.

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

By: _____
Physician's or Authorized Representative's Signature Date

PACIFIC PLASTIC SURGERY GROUP
77 VAN NESS AVE., SUITE 302

Print or Stamp Name of Physician
Medical Group, or Association Name
SAN FRANCISCO, CA 94102

By: _____
Patient's or Patient Representative's Signature Date

By: _____
Print Patient's Name

(If Representative, Print Name and Relationship to Patient)

A signed copy of this document is to be given to the Patient. Original is to be filed in Patient's medical records.