

Dr. Joseph Yacoub, DPM.

5750 Downey Ave #203 Lakewood, CA. 90712

Phone # (562)200-0334 Fax # (562)3777511

DATE: _____

PATIENT INFORMATION

NAME: _____ **DATE OF BIRTH:** _____

SEX: _____ **SOCIAL SECURITY #:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

HOME PHONE: _____ **CELL PHONE:** _____

E-MAIL: _____

EMERGENCY CONTACT

NAME: _____ **RELATION:** _____

HOME PHONE: _____ **CELL PHONE:** _____

PRIMARY DOCTOR

PRIMARY DOCTOR: _____

ADDRESS: _____

PHONE #: _____ **FAX #:** _____

PHARMACY INFORMATION

PHARMACY NAME: _____

PHARMACY ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PHONE NUMBER: _____ **FAX #:** _____

Joseph Yacoub, D.P.M.

5750 Downey Ave. #203
Lakewood CA 90712

TODAY'S DATE _____

I HEREBY INSTRUCT AND DIRECT THAT _____ INSURANCE
COMPANY TO PAY BY CHECK MADE OUT AND MAILED TO:

JOSEPH YACOUB, D.P.M.
5750 Downey Ave. # 203
Lakewood CA 90712

THE PROFESSIONAL OR MEDICAL EXPENSE BENEFITS ALLOWABLE, AND OTHERWISE PAYABLE TO ME UNDER MY CURRENT INSURANCE POLICY AS PAYMENT TOWARDS THE TOTAL CHARGES FOR THE PROFESSIONAL SERVICE RENDERED. THIS IS A DIRECT ASSIGNMENT OF MY RIGHTS AND BENEFITS UNDER THIS POLICY. THIS PAYMENT WILL NOT EXCEED MY INDEBTNESS TO THE ABOVE-MENTIONED ASSIGNEE, AND I HAVE AGREED TO PAY IN A CURRENT MANNER. ANY BALANCE OF SAID PROFESSIONAL SERVICE CHARGES OVER AND ABOVE THIS INSURANCE PAYMENT.

I HEREBY AUTHORIZE PHILIP S. SCHAUWEKER D.P.M. TO FURNISH ALL THE INFORMATION TO MY INSURANCE CARRIER CONCERNING THIS ILLNESS.

I UNDERSTAND THAT I AM FINANCIALLY RESPONSIBLE FOR PAYMENT OF SERVICES RENDERED MY INSURANCE COMPANY IS RESPONSIBLE TO ME, NOT TO THE PHYSICIAN.

A PHOTOCOPY OF THIS ASSIGNMENT SHALL BE CONSIDERED AS EFFECTIVE AND VALID AS THE ORIGINAL.

SIGNATURE OF POLICY HOLDER OR CAIMANT

DATE

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 related 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 of 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 day of a demand for a neutral arbitrator by either parties. 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 occurred by a party for such party's own benefits. 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 issue 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 that 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 Procedures 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 Procedures section 1283.05, however, deposition 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 thirty 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 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

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

Print or Stamp Name of Physician, Medical Group or
Association Name

By: _____
Print Patient's Name
By: _____
(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.