Michael L. Arruda, M.D., F.A.A.P.
Amy E. Arruda, M.D., F.A.A.P.
TopLine MD Alliance

PATIENT DEMOGRAPHIC FORM

Patient's Name:_____Date of Birth: _____

Patient's S/S #_____Age:_____

Address: _____

City: _____State: ____Zip Code:_____

Primary Phone: _____Alternate Phone: _____

__ Male __ Female Child Lives with: __Father __Mother __Both __Other _____

Parent's Marital Status: __Married __Separated __Divorced __Other_____

Languages spoken at home: __English __Spanish __Other_____

Siblings in the office: _____

Mother's Information:

Mother's Name: _____Birthdate:_____

S/S #:_____DL #:_____State: _____

Address:_____City:_____State:___Zip:____

Primary Phone:_____ Alternate Phone: _____

Does your phone accept text messages: (Yes / No) E-Mail:_____

Place of Employment:_____Occupation:_____

Work Phone: _____

Father's Information

Father'sName:_____Birthdate:_____

S/S #:_____DL #:_____State:_____

Address:_____City:_____State:___Zip:_____

Primary Phone:_____ Alternate Phone:_____

Does your phone accept text messages (Yes / No) E-mail:_____

Place of Employment:_____Occupation:_____

Work Phone:_____

INSURANCE POLICY INFORMATION

Name of Insurance Company: _____

Name of Policy Holder: (Mom or Dad)_____Date of Birth:_____

Insurance ID #:_____Group #:_____

Is Insurance PPO:____ HMO:____ Other:____ Copay:____

EMERGENCY INFORMATION

In case of emergency whom should we contact?

Name: _____Relationship:_____Phone:_____

Who other than the parents will bring child to Doctor? This is only for sick visits.

PARENTS MUST BE PRESENT FOR WELL VISITS,

AN ADULT MUST ALWAYS ACCOMPANY MINORS,

The adult accompany a minor is responsible for payment at the time of the visit.

Please note that if you schedule your appointment after 5:00 pm, this is considered an after-hours appointment and there is an extra charge assessed to your claim of that day for sick office visits or follow up appointments. Some Insurance plans cover this and some do not.

This office will need a minimum of at least 48 hours for the release of any forms or medical records to be sent to a Doctor's office or to the parents. We will release your child's medical records to your new physician at no charge. If you would like the medical records there is a fee of $1.00 per page up to 25 pages and 0.25 per page thereafter.

Wellington Pediatrics
Michael L. Bruck, M.D. F.A.A.P.
and
Amy Z. Aqua, M.D. F.A.A.P.
TopLine MD Alliance

CONSENT FOR MEDICAL TREATMENT AND MEDICAL RELEASE OF A MINOR

We / I, the undersigned parent (s) legal guardian (s) of _____ a minor child, do hereby consent to the physical examination and care of said minor as deemed medically necessary by Wellington Pediatrics including routine vaccination if not otherwise declined.

In the event of an emergency or non-emergency situation requiring medical treatment, I _____, hereby grant permission for any and all medical attention to be administered to my child/ children, in the event of an accidental injury or illness, until such time as I can be contacted. This permission includes but is not limited to, the administration of first aid, the use of an ambulance, the release of patient health information and the administration of anesthesia, under the recommendation of qualified medical personnel.

I,_____ hereby certify that my primary insurance Company is:

_____.

We / I also understand and assume responsibility of making any applicable monetary payment as required by my insurance company at the time services are rendered.

This consent shall remain in effect indefinitely or until revoked I writing and delivered to said provider and / or said persons entrusted with the custody of the minor.

Signature:_____Date:_____

Relationship to minor:_____

Daytime/ Evening Phone:_____

Printed Name:_____

Wellington Pediatrics, LLC
Michael L. Bruck, M.D. F.A.A.P.
Amy Z. Aqua,M.D. F.A.A.P.
10115 W. Forest Hill Blvd., Suite 402
Wellington, Florida. 33414
Ph: 561-791-1935 Fax: 561-791-0115

REQUEST FOR RELEASE OF MEDICAL RECORDS

TO: _____

_____

_____

RE:_____ **DOB:**_____

PLEASE SEND COPIES OF THE ABOVE NAMED PATIENT'S MEDICAL CHART

_____ _____

PARENT'S SIGNATURE: **DATE:**

_____ _____

WITNESS SIGNATURE **DATE:**

Wellington Pediatrics
Michael L. Bruck, M.D. F.A.A.P.
and
Amy Z. Aqua, M.D. F.A.A.P.
TopLine MD Alliance

MEDICINE REFILL POLICY

- **Please call the office during office hours and leave a message for the nurse or send us a message via the patient portal. She will get approval from the Doctor and refill will be called in to the pharmacy, if appropriate.**
- **Absolutely no refills on antibiotics.**

AFTER HOURS POLICY

- **24 hours Nurse triage by FirstCall. If concerned about child when we are closed, call our office number and it will connect you with our Nurse triage for advice. You can always speak with the Physician, if you are not satisfied with the Nurse triage, simply ask the Nurse.**
- **If the Nurse triage or Physician recommend child to be seen before the office reopens,**

Please go to one of the facilities listed below:
Pediatric After Hours clinic on Lantana and Jog Road
Palms West Hospital Children's ER on Southern Blvd
PLEASE DO NOT GO TO RETAIL CLINICS OR ADULT URGENT CARE CENTERS.

OFFICE CLOSURES

- **During the week, our office is closed between 8:00 am - 8:30 am and between 12:30 pm - 1:30 pm. During these times you will be directed to a voicemail. Only leave a message if it is an emergency and you need to speak with the Physician. Otherwise call back when the office is opened.**

PLEASE SIGN BELOW ACKNOWLEDGING UNDERSTANDING

Thank you

Signature:_____
Date:_____

FINANCIAL POLICY

Thank you for choosing Wellington Pediatrics as your health care provider. We are committed to building a successful physician-patient relationship. The following is a statement of our Financial Policy. Our office will be happy to answer any questions or concerns you may have.

PAYMENT IS DUE AT THE TIME OF SERVICE ALL COPAYMENTS AND DEDUCTIBLES ARE DUE PRIOR TO YOUR OFFICE VISIT.

WE ACCEPT CASH, VISA, MASTERCARD, DISCOVER AND AMERICAN EXPRESS

PROOF OF INSURANCE: All patients must complete our patient information form before seeing the doctor. We must obtain a copy of your driver's license and current valid insurance to provide proof of insurance. If you fail to provide us with the correct insurance information in a timely manner, you may be responsible for the balance of a claim. We are in network with most major insurance carries. However, it is the patient's responsibility to verify that we are a participating provider of the insurance plan. It is the patient's responsibility to know and understand the requirements of their insurance plan. As part of the contract with your insurance company, all co-payments, co-insurances and deductibles must be paid at the time of service. Failure on our part to collect co-payments and deductibles from patients can be considered fraud.

HMO/REFERRALS: It is the patient's responsibility to obtain a referral form from us, your primary care physician, if your insurance carrier requires it for your visits. Please allow 48-72 hours for processing referrals.

MISSED APPOINTMENTS: Unless canceled 24 hours in advance, there is a $20.00 fee for missed appointments during normal business hours, a $30.00 fee for missed appointments after hours, an a $40.00 fee for any missed ADD/ADHD appointment.

RETURNED CHECKS: Any check returned for non-sufficient funds will be subject to a bank fee of $36.00.

CONVENIENCE FEES: There is a flat fee of $5.00 for each set of School / Sports clearance forms or letter of medical necessity that the office completes on your behalf.

COLLECTION POLICY: Should your account become past due, the patient/debtor assumes all the costs of collection, including but not limited to, collection agency fees, court costs, interest and legal fees. All unpaid accounts will be reported to the credit bureau.

I HAVE READ AND FULLY UNDERSTAND the Financial Policy and all my questions regarding this policy have been answered. I hereby agree to render payment in accordance with the terms and conditions set forth.

Patient Name: _____ **Date:** _____

Responsible Party Signature: _____

AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

_____

(Practice Name)

Patient Name: _____ ID Number: _____

Date of Birth: _____

By my signature below, I hereby authorize the use or disclosure of my individually identifiable health information as described below. I understand that this authorization is voluntary. I understand that if the organization authorized to receive the information is not a health plan or health care provider, the released information may no longer be protected by federal privacy regulations.

Persons/organizations providing the information:	**Persons/organizations receiving the information:**
Specific description of information (including dates):	**Purpose of requested use or disclosure:**

The patient or the patient's representative must read and initial the following statements:

		Initials
1.	I understand that this authorization will expire on ___/___/___ (DD/MM/YR). If I fail to specify an expiration date, this authorization will expire in six months.	
2.	I understand that I may revoke this authorization at any time by notifying the providing organization in writing. I understand that the revocation will not apply to information that has already been released in response to this authorization and will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy.	
3.	I understand that my healthcare and the payment for my health care will not be affected if I do not sign this form.	
4.	I understand that I may see and copy the information described on this form and will receive a copy of this form after it is signed.	
5.	If I have questions about disclosure of my health information, I can contact the office staff or the physician.	

_____ _____

Signature of Patient or Legal Representative Date

_____ _____

If Signed by Legal Representative, Relationship to Patient Signature of Witness

This document will be retained by the providing organization for six years.

CONSENT, PERMISSION AND RELEASE
FOR USE OF PHOTO, VIDEO AND /OR AUDIO

I hereby give permission to Simo and Bruck MDs, LLC to record the appearance, physical likeness and /or voice on video tape, on film, or digital video disk, or other means, and/or take photographs of the appearance of (print name)_____, age (if minor)_____.

Notwithstanding any prohibition as may be contained in Section 540.08 Florida Statutes, I hereby freely and voluntarily consent to the use and publication of my mane, participation, picture, and or likeness by Simo and Bruck MDs, LLC and/or its employees and/or agents, as well as the entity seeking this consent, and photographs, video and/or audio for any and all purposes including, but not limited to, education, promotional, advertising, and trade, through any medium or format, including, but not limited to, film, photograph, television, radio, digital, internet, or exhibition, at any time from this date forward until I revoke this consent in writing.

I acknowledge that Simo and Bruck, MDs, LLC is the sole owner of all rights in, and to, this visual and/or sound production and/or photograph(s) and the recordings, thereof, and that it has the right to use or reproduce the resulting images and/or sound as often as it finds necessary. I acknowledge that the photographs, video and/or audio may be used indefinitely by television, radio, newspaper, magazines, newsletters, brochures, Internet, Intranet, or in other media once released.

Simo and Bruck MDs, LLC has the right, among other things, to edit and/or otherwise alter the visual or sound recording, or photographs, as needed. I understand I will receive no compensation for the appearance of the above-named person or for participation in said productions. I agree to hold Simo and Bruck MDs, LLC, its employees and other parties harmless against claim, liability, loss or damage caused by, or arising from my participation in this production.

I have read this Consent before signing and fully understand the contents, meaning and impact of this consent. I understand that I am free to address any specific questions and have done so prior to signing this Consent.

Name:_____

Address:_____

Telephone:_____ Email address:_____

Signature:_____ Date:_____

Name of Parent/ Legal Custodian (under age 18):_____

Signature of Parent /Legal Custodian (under age 18):_____

Witness Name:_____

Witness Signature:_____ Date:_____

I am revoking this consent. I understand that every effort will be made to remove the item from the site within a reasonable timeframe. I also understand that this file may have been copied without permission, and I agree not to hold Simo and Bruck MDs, LLC responsible for instances of these violations.

Signature:_____ Date:_____

Wellington Pediatrics, LLC
Michael L. Bruck, M.D. F.A.A.P.
Amy Z. Aqua, M.D. F.A.A.P.
10115 W. Forest Hill Blvd., Suite 402
Wellington, Florida. 33414
Ph: 561-791-1935 Fax: 561-791-0115

GENERAL CONSENT FOR COMPREHENSIVE EXAMINATIONS INVOLVING PELVIS AND/OR RECTUM

I understand the planned procedure and I consent to a medically indicated physical examination which may include, but not be limited to the following:

( ) A female Gynecological Exam which may include a rectal exam and a pelvic exam.

( ) An Ultrasound Exam which may include a probe placed in the vagina.

( ) A rectal exam only.

( ) An Ultrasound Exam which may include a probe placed into the rectum.

( ) Other procedures as listed_____.

(X) Examination of external genitalia.

This examination will be performed by any provider from Simo & Bruck MDs, LLC.

The consent will remain active until I withdraw my consent in writing.

Name of Patient

_____ Dob:_____

Signature of Patient's representative if under 18 Date:

_____ _____

Simo & Bruck, MDs, LLC
Telehealth Informed Consent

Telehealth involves the use of secure electronic communications, information technology, or other means to enable a healthcare provider at one location, and a patient in another location to share individual patient clinical information for the purpose of consulting with, diagnosing, treating, prescribing, and/or referring the patient to in-person care, as determined clinically appropriate. This "**Telehealth Informed Consent**" informs the patient ("**patient,**" "**you,**" or "**your**") concerning the treatment methods, risks, and limitations of using a telehealth platform.

Services Provided:

Telehealth services offered by Simo & Bruck, MDs LLC, and the Practice's engaged providers Michael L. Bruck, M.D. and May Z. Aqua, M.D. or your may include a patient consultation, diagnosis, treatment recommendation, prescription, and/or a referral to in-person care, as determined clinically appropriate Telemedicine services Your Provider will be licensed in the state where you are located at the time of your consultation, or otherwise meet a professional licensure exception under applicable state law.

Electronic Transmissions:

The types of electronic transmissions that may occur using the telehealth platform include, but are not limited to:

- Appointment scheduling;
- Completion of medical intake forms;
- Exchange and review of patient medical intake forms, patient health records, images, diagnostic and/or lab test results via asynchronous communications;
- Two-way interactive audio in combination with store-and-forward communications between you and your Provider;
- Two-way interactive audio-video interaction between you and your Provider;
- Review and treatment recommendations by your Provider based upon output data from medical devices and sound and video files;
- Delivery of a consultation report; and/or
- Other electronic transmissions for the purpose of rendering clinical care to you.

Expected Benefits:

- Improved access to care by enabling you to remain in your preferred location while your Provider consults with you. Our telehealth services are available 3 hours a day, 5 days a week.
- Easy access for follow-up care. If you need to receive non-emergent follow-up care related to your treatment, please contact your Provider by phone 561-791-1935, or by directly sending a message through the patient portal
- More efficient care evaluation and management. Electronic messages are responded to within 24 hours.

Service Limitations:

- The primary difference between telehealth and direct in-person service delivery is the inability to have direct, physical contact with the patient. Accordingly, some clinical needs may not be appropriate for a telehealth visit and your Provider will make that determination.
- **OUR PROVIDERS DO NOT ADDRESS MEDICAL EMERGENCIES. IF YOU BELIEVE YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL 9-1-1 AND/OR GO TO THE NEAREST EMERGENCY ROOM. PLEASE DO NOT ATTEMPT TO CONTAC SIMO & BRUCK MDS LLC OR YOUR PROVIDER. AFTER RECEIVING EMERGENCY HEALTHCARE TREATMENT, YOU SHOULD VISIT YOUR LOCAL PRIMARY CARE DOCTOR.**
- If it is determined during the initial screening of the telehealth visit that you should be seen in person, either in your Provider's office or in a recommended facility, you will not be charged for the telehealth visit. Appropriate emergency questions will be asked at the beginning of the telehealth visit that will determine what will be the best place for you to receive care.

Security Measures:

The electronic communication systems we use will incorporate network and software security protocols to protect the confidentiality of patient identification and imaging data and will include measures to safeguard the data and to ensure its integrity against

intentional or unintentional corruption. All the Services delivered to the patient through telehealth will be delivered over a secure connection that complies with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

Possible Risks:

- Delays in evaluation and treatment could occur due to deficiencies or failures of the equipment and technologies, or provider availability.
- In the event of an inability to communicate as a result of a technological or equipment failure, please contact the Practice at 561-791-1935
- The quality of transmitted data may affect the quality of services provided by your Provider. Changes in the environment and test conditions could be impossible to make during delivery of telehealth services.
- In rare events, your Provider may determine that the transmitted information is of inadequate quality, thus necessitating a rescheduled telehealth consult or an in-person meeting with your local primary care doctor.
- In very rare events, security protocols could fail, causing a breach of privacy of personal medical information.
- In rare events, a lack of access to complete medical records may result in adverse drug interactions or allergic reactions or other clinical judgment errors.

Patient Acknowledgments:

By checking the box associated with "Telehealth Informed Consent," you acknowledge that you understand and agree to the contents above and further agree with the following:

1. I understand that if I am experiencing a medical emergency, that I will be directed to dial 9-1-1 immediately and that our Providers are not able to connect me directly to any local emergency services.

2. I acknowledge that I have been given an opportunity to select a provider; Or, I have elected to consult with the next available provider. I acknowledge that prior to the consultation, I have been given the provider's credentials.

3. I understand there is a risk of technical failures during the telehealth encounter beyond the control of the Practice. I agree to hold harmless the Practice for delays in evaluation or for information lost due to such technical failures.

4. I understand that I have the right to withhold or withdraw my consent to the use of telehealth in the course of my care at any time, without affecting my right to future care or treatment. I understand that I may suspend or terminate use of the telehealth services at any time for any reason or for no reason.

5. I understand that alternatives to telehealth consultation, such as in-person services are available to me, and in choosing to participate in a telehealth consultation, I understand that some parts of the Services involving tests (e.g., labs or bloodwork) may be conducted by individuals at my location, or at a testing facility, at the direction of our Providers.

6. I understand that I may expect the anticipated benefits from the use of telehealth in my care, but that no results can be guaranteed or assured.

7. I understand that it is necessary to provide a complete and accurate medical history and will update my medical health records periodically, but no less than once a year.

8. I understand persons may be present during the consultation other than my Provider in order to operate the telehealth technologies. I further understand that I will be informed of their presence in the consultation, and their role, and thus will have the right to request the following: (1) omit specific details of my medical history/examination that are personally sensitive to me; (2) ask non-medical personnel to leave the telehealth

examination; and/or (3) terminate the consultation at any time.

9. I understand I have the right to object to the videotaping of the telehealth consultation.

10. I understand there is no guarantee that I will be treated by our Providers. Our Providers reserve the right to deny care for potential misuse of the Services or for any other reason if, in the professional judgment of our Providers, the provision of the Service is not medically or ethically appropriate.

11. I understand that I will not be prescribed any narcotics for pain, nor is there any guarantee that I will be given a prescription at all.

12. I understand that federal and state law requires health care providers to protect the privacy and the security of health information. I understand that Practice will take steps to make sure my health information is not seen by anyone who should not see it. I understand that telehealth may involve electronic communication of my personal medical information to other health practitioners engaged by Practice who may be located in other areas, including out of state.

13. I understand that if I participate in a consultation, that I have the right to request a copy of my medical records and/or consultation report, which will be provided to me at reasonable cost of preparation, shipping and delivery.

14. I understand that I may be asked if I have a primary care doctor and, if so, whether I consent to sending a copy of my medical records and/or consultation report to my primary care doctor. Upon my consent, Practice will send copy of my medical records and/or consultation report to my primary care doctor, which will be billed to me at reasonable cost of preparation, shipping and delivery.

15. I understand that my healthcare information may be shared with other individuals for scheduling and billing purposes.

16. I understand that I may not be covered under my current health insurance plan for telehealth services.

Patient Informed Consent

I have carefully read this form and fully understand its contents, including the risks and benefits of the telehealth services. I hereby give my informed consent to participate in a telehealth consultation under the terms described herein. By checking the box associated with "Telehealth Informed Consent", I acknowledge that I understand and agree with the above and hereby consent to receive Practice's telehealth services:

☐**ACCEPT**. By checking the Box for this "**TELEHEALTH INFORMED CONSENT**" I hereby state that I have read, understood, and agree to the terms of this document. [redacted]

PATIENT'S NAME: [redacted]

PATIENT'S SIGNATURE: [redacted]

DATE: [redacted]

If signing on behalf of a minor:

PARENT/LEGAL GUARDIAN'S NAME: [redacted]

PARENT/LEGAL GUARDIAN'S SIGNATURE: [redacted]

DATE: [redacted]

ARBITRATION AGREEMENT RELATED TO MEDICAL CARE, TREATMENT & ALL DISPUTES

The patient and 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.

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.

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. All issues regarding the validity, enforceability and scope of this Agreement or any part of it shall also be subject to arbitration. If either party challenges the validity of this Agreement in court, the prevailing party shall be entitled to attorneys' 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 as the Patient is 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 the right to have any dispute decided by a judge or jury through the court system. Resort 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 another physician, nurse or medical professional, or a hospital or other facility. Additionally, this Agreement is intended to resolve all claims for vicarious liability of the MCP.

The signers agree that the maximum total amount of all non-economic and economic damages combined shall never exceed $250,000, 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 proceeding. Non-economic means damages for pain and suffering, disfigurement, embarrassment and anything else not representing loss of past or future earnings, medical or other costs. The arbitrators may choose to award damages in excess of $250,000 only when extreme hardship is demonstrated. As consideration for the limitation on any awards, the MCP will pay up to and only the first $2,500 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. Save as required by Medicare/Medicaid, the parties agree that any awards in excess of $10,000 shall be paid in equal annual payments over 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 non-economic 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.

Statute of Limitations: In no case shall the statute of limitations exceed 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. **Severability:** 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. **Timing:** The parties agree to try to resolve all issues within 9 months of any complaint. **Entire Agreement/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. **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. **Governing Law and Payment and Selection of Arbitrators:** 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 lists of qualified legal/medical experts provided by the MCP. All arbitrators will hold either medical 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 generally pursuant to the National Arbitration Forum Code of Procedure or such procedures as they may jointly decide. All arbitration hearings shall be conducted by videoconference; the MCP will provide equipment and pay all costs of videoconference bridging and 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 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. **Right of Counsel & Rescission:** The Patient understands that this Agreement is a legal document, and the Patient has the right to consult with an attorney before signing it if desired. Your MCP encourages you to consult an attorney prior to signing or during a 15-day rescission period. You may rescind this Agreement for 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 rescission. **Authority to Sign:** The Patient represents that he or she does in fact 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 or persons other than the Patient.) **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 receive answers concerning the specifics and intent of this Agreement. **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 is frivolous in nature, the prevailing party shall be entitled to economic and non-economic damages, including loss of wages or other compensation, damage to reputation, full attorneys' fees and punitive damages. **Mediation:** At the MCP's sole expense, upon any complaint 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.

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.

To be completed by the Patient, Parent, or Authorized Representative

Name of Patient: _____

Your relationship to Patient (check one): ☐ Mother
☐ Father
☐ Other (please specify) _____

_____ Date: _____
SIGNATURE of Patient, Parent, or Authorized Representative of Patient

MEDICAL CARE PROVIDER'S CONSENT TO ARBITRATION: In consideration of the execution of this Binding Arbitration Agreement, the undersigned, as the legal representative of the Medical Care Provider, hereby agrees to be bound by all the terms set forth above.

_____ Date: _____
SIGNATURE of Medical Care Provider – **Michael Bruck, M.D., individually and on behalf of Simo and Bruck Pediatrics, PLLC**

Notice of Privacy Practices
Simo & Bruck, MDs, LLC

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

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION: Described as follows are the ways we may use and disclose health information that identifies you (Health Information). Except for the following purposes, we will use and disclose Health Information only with your written permission. You may revoke such permission at any time by writing to our practice.

Treatment:
We may use and disclose Health Information for your treatment and to provide you with treatment-related health care services. For example, we may disclose Health Information to doctors, nurses, technicians, or other personnel, including people outside our office, who are involved in your medical care and need the information to provide you with medical care.

Payment:
We may use and disclose Health Information so that we or others may bill and receive payment from you, an insurance company, or a third party for the treatment and services you received. For example, we may give your health plan information so that they will pay for your treatment.

Healthcare Operations:
We may use and disclose Health Information for health care operation purposes. These uses and disclosures are necessary to make sure that all of our patients receive quality care and to operate and manage our office. For example, we may use and disclose information to make sure the pediatric care you receive is of the highest quality. We also may share information with other entities that have a relationship with you (for example, your health plan) for their health care operation activities.

Appointment Reminders, Treatment Alternatives and Health Related Benefits and Services. We may use and disclose Health Information to contact you and to remind you that you have an appointment with us. We also may use and disclose Health Information to tell you about treatment alternatives or health-related benefits and services that may be of interest to you.

Individuals Involved in Your Care or Payment for Your Care. When appropriate, we may share Health Information with a person who is involved in your medical care or payment for your care, such as your family or a close friend. We also may notify your family about your location or general condition or disclose such information to an entity assisting in a disaster relief effort.

Research. Under certain circumstances, we may use and disclose Health Information for research. For example, a research project may involve comparing the health of patients who received one treatment to those who received another, for the same condition. Before we use or disclose Health Information for research, the project will go through a special approval process. Even without special approval, we may permit researchers to look at records to help them identify patients who may be included in their research project or for other similar purposes, as long as they do not remove or take a copy of any Health Information.

Fundraising Activities. We may use or disclose your Protected Health Information, as necessary, in order to contact you for fundraising activities. You have the right to opt out of receiving fundraising communications. (Optional) If you do not want to receive these materials, please submit a written request to the Privacy Officer.

SPECIAL SITUATIONS:

As Required by Law. We will disclose Health Information when required to do so by international, federal, state or local law.

To Avert a Serious Threat to Health or Safety. We may use and disclose Health Information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Disclosures, however, will be made only to someone who may be able to help prevent the threat.

Business Associates. We may disclose Health Information to our business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. For example, we may use another company to perform billing services on our behalf. All of our business associates are obligated to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract.

Data Breach Notification Purposes. We may use your contact information to provide legally-required notices of unauthorized acquisition, access, or disclosure of your health information. We may send notice directly to you or provide notice to the sponsor of your plan through which you receive coverage.

Organ and Tissue Donation. If you are an organ donor, we may use or release Health Information to organizations that handle organ procurement or other entities engaged in procurement; banking or transportation of organs, eyes, or tissues to facilitate organ, eye or tissue donation; and transplantation.

Military and Veterans. If you are a member of the armed forces, we may release Health Information as required by military command authorities. We also may release Health Information to the appropriate foreign military authority if you are a member of a foreign military.

Workers' Compensation. We may release Health Information for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks. We may disclose Health Information for public health activities. These activities generally include disclosures to prevent or control disease, injury or disability; report births and deaths; report child abuse or neglect; report reactions to medications or problems with products; notify people of recalls of products they may be using; a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

YOUR RIGHTS:

You have the following rights regarding Health Information we have about you:

Access to electronic records. The Health Information Technology for Economic and Clinical Health Act. HITECH Act allows people to ask for *electronic* copies of their PHI contained in electronic health records or to request in writing or electronically that another person receive an electronic copy of these records. The final omnibus rules expand an individual's right to access electronic records or to direct that they be sent to another person to include not only electronic health records but also any records in one or more designated record sets. If the individual requests an electronic copy, it must be provided in the format requested or in a mutually agreed-upon format. Covered entities may charge individuals for the cost of any electronic media (such as a USB flash drive) used to provide a copy of the electronic PHI.

Right to Inspect and Copy. You have a right to inspect and copy Health Information that may be used to make decisions about your care or payment for your care. This includes medical and billing records, other than psychotherapy notes. To inspect and copy this Health Information, you must make your request, in writing.

Right to Amend. If you feel that Health Information we have is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for our office. To request an amendment, you must make your request, in writing.

Right to an Accounting of Disclosures. You have the right to request a list of certain disclosures we made of Health Information for purposes other than treatment, payment and health care operations or for which you provided written authorization. To request an accounting of disclosures, you must make your request, in writing.

Right to Request Restrictions. You have the right to request a restriction or limitation on the Health Information we use or disclose for treatment, payment, or health care operations. You also have the right to request a limit on the Health Information we disclose to someone involved in your care or the payment for your care, like a family member or friend. For example, you could ask that we not share information about a particular diagnosis or treatment with your spouse. To request a restriction, you must make your request, in writing.

We are not required to agree to your request. If we agree, we will comply with your request unless the information is needed to provide you with emergency treatment.

Right to Request Confidential communication. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you by mail or at work. To request confidential communication, you must make your request, in writing. Your request must specify how or where you wish to be contacted. We will accommodate reasonable requests.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time.

CHANGES TO THIS NOTICE:

We reserve the right to change this notice and make the *new* notice apply to Health Information we already have as well as any information we receive in the future. We will post a copy of our current notice at our office. The notice will contain the effective date on the first page, in the top right-hand corner.

COMPLAINTS:

If you believe your privacy rights have been violated, you may file a complaint with our office or with the Secretary of the Department of Health and Human Services. All complaints must be made in writing.

You will not be penalized for filing a complaint.

Please sign the accompanying "Acknowledgement" form

Angel Larrinaga
10115 W. Forest Hill Blvd., Suite 402
Wellington, FL. 33414
Office: (561) 791-1935
Fax: (561) 791-0115

Aviso De Prácticas De Privacidad
Simo & Bruck, MDs, LLC

ESTE AVISO DESCRIBE CÓMO LA INFORMACIÓN MÉDICA SOBRE USTED PUEDE USAR Y DIVULGADA Y CÓMO USTED PUEDE OBTENER ACCESO A ESTA INFORMACIÓN. POR FAVOR, LÉALA CON ATENCIÓN.

Como podemos usar y divulgar su información médica: Se describe como sigue es las maneras en que podemos usar y divulgar información de salud que la identifica a usted (información de salud). Excepto para los siguientes propósitos, vamos a utilizar y divulgar su información médica sólo con su permiso por escrito. Usted puede revocar tal autorización en cualquier momento por escrito a nuestra práctica.

Tratamiento:
Podemos usar y divulgar su información médica para su tratamiento y para proporcionarle los servicios de salud relacionados con el tratamiento. Por ejemplo, podemos divulgar información médica a doctores, enfermeras, técnicos y otro personal, incluyendo personas fuera de nuestra oficina, que participan en su atención médica y necesitan la información para proporcionarle atención médica.

Pago:
Podemos usar y divulgar su información médica para que nosotros u otros podemos facturar y recibir pago de usted, una compañía de seguros o un tercero para el tratamiento y los servicios que recibió. Por ejemplo, podemos dar su información de plan de salud para que pagarán por su tratamiento.

Operaciones de atención médicos:
Podemos utilizar y divulgar información médica para fines de atención médica de la operación. Estos usos y divulgaciones son necesarios para asegurarse de que todos nuestros pacientes reciban atención de calidad y para operar y administrar nuestra oficina. Por ejemplo, podemos utilizar y divulgar información para asegurarse de que el cuidado pediátrico que recibe es de la más alta calidad. También podemos compartir información con otras entidades que tienen una relación con usted (por ejemplo, su plan de salud) para sus actividades de atención médica de la operación.

Recordatorios de citas, salud y alternativas de tratamiento, beneficios y servicios relacionados. Podemos utilizar y divulgar información médica para contactarle y recordarle que usted tiene una cita con nosotros. También podemos usar y divulgar información médica para informarle sobre alternativas de tratamiento o beneficios relacionados con la salud y servicios que puedan ser de su interés.

Individuos involucrados en su cuidado o el pago de su atención. Cuando sea apropiado, podemos compartir información médica con una persona que participa en su atención médica o el pago de su atención, como su familia o un amigo cercano. También podemos notificar a su familia sobre su ubicación o condición general o divulgar dicha información a una entidad en un esfuerzo de alivio de desastre.

Investigación. Bajo ciertas circunstancias, podemos usar y divulgar información médica para la investigación. Por ejemplo, un proyecto de investigación puede involucrar comparar la salud de los pacientes que recibieron un tratamiento a aquellos que recibieron otro, para la misma condición. Antes de que usemos o divulguemos información médica para la investigación, el proyecto pasará por un proceso de aprobación especial. Incluso sin autorización especial, podemos permitir los investigadores registros para ayudarles a identificar a los pacientes que pueden incluirse en su proyecto de investigación o para otros propósitos similares, siempre y cuando no retire ni tomar una copia de cualquier información de salud.

Las actividades de recaudación de fondos. Podemos utilizar o divulgar su información médica protegida, según sea necesario, para poder ubicarte para actividades de recaudación de fondos. Usted tiene el derecho de optar por no recibir comunicaciones de recaudación de fondos. (Opcional) Si no quieres recibir estos materiales, por favor envíe una solicitud por escrito al oficial de privacidad.

SITUACIONES ESPECIALES:
Requeridas por la ley. Divulgaremos información de salud cuando así lo requiere la ley internacional, federal, estatal o local.

Para evitar una amenaza grave para la salud o seguridad. Podemos usar y divulgar su información médica cuando sea necesario para prevenir una amenaza grave a su salud y seguridad o la salud y seguridad del público u otra persona. Revelaciones, sin embargo, se hará sólo a alguien que puede ayudar a prevenir la amenaza.

Asociados de negocios. Podemos divulgar información médica a nuestros asociados de negocios que realizan funciones en nuestro nombre o nos proporcionan servicios si la información es necesaria para dichas funciones o servicios. Por ejemplo, podemos utilizar otra compañía para realizar la facturación de servicios en nuestro nombre. Todos nuestros asociados de negocios están obligados a proteger la privacidad de su información y no se les permite usar o divulgar cualquier información que como se especifica en el contrato.

Violación de datos con fines de notificación. Podemos utilizar su información de contacto para proporcionar avisos requeridos legalmente de adquisición no autorizada, el acceso o la divulgación de su información médica. Podemos enviar aviso directamente a usted o notificar al patrocinador de su plan a través del cual recibe cobertura.

Donación de órganos y tejido. Si usted es un donante de órganos, podemos utilizar o divulgar información de salud a organizaciones que manejan la adquisición de órganos u otras entidades que participan en licitaciones; banca o transporte de órganos, ojos o tejidos para facilitar de órganos, ojos o tejidos donación; y trasplante.

Militares y veteranos. Si usted es un miembro de las fuerzas armadas, podemos divulgar información médica según lo requerido por las autoridades de comando militar. También podemos divulgar información médica a la autoridad militar extranjera correspondiente si eres un miembro de un ejército extranjero.

Compensación. Podemos divulgar información de salud para la compensación de trabajadores o programas similares. Estos programas proporcionan beneficios por accidente de trabajo o enfermedad.

Salud pública riesgos. Podemos divulgar información médica para actividades de salud pública. Estas actividades generalmente incluyen revelaciones para prevenir o controlar enfermedades, lesiones o incapacidades; nacimientos de informe y muertes; abuso de informe o negligencia; reacciones de informe a medicamentos o problemas con productos; notificar a las personas retiradas de productos que pueden estar usando; una persona que han estado expuesta a una enfermedad o puede estar en riesgo de contraer o propagar una enfermedad o condición; y la autoridad de gobierno apropiada si creemos que un paciente ha sido víctima de abuso, negligencia o violencia doméstica. Solamente haremos esta divulgación si usted está de acuerdo o cuando lo requiera o autorice la ley.

SUS DERECHOS:
Usted tiene los siguientes derechos con respecto a la información médica que tenemos sobre usted:

Acceso a registros electrónicos. La tecnología de la información de salud para la salud económica y clínica, Ley de alta tecnología permite a las personas para pedir copias *electrónicas* de su PHI contenida en registros electrónicos de salud o solicitar por escrito o electrónicamente otra persona reciba una copia electrónica de estos registros. Las reglas finales de ómnibus amplían el derecho de una persona para acceder a los registros electrónicos o dirigir que ser enviado a otra persona para incluir no sólo registros electrónicos de salud sino también todos los registros en uno o más conjuntos de registros designados. Si la persona solicita una copia electrónica, deben ser proporcionado en el formato solicitado o en un formato de acuerdo mutuo. Entidades cubiertas pueden cobrar a individuos por el costo de cualquier medio electrónico (como una unidad flash USB) utilizado para proporcionar una copia de la PHI de la electrónica.

Derecho a inspeccionar y copiar. Usted tiene el derecho de inspeccionar y copiar información de salud que pueden utilizarse para tomar decisiones sobre su cuidado o el pago de su atención. Esto incluye registros médicos y de facturación, excepto las notas de psicoterapia. Para inspeccionar y copiar esta información de salud, debe hacer su petición, por escrito.

Derecho a enmendar. Si usted cree que la información de salud que tenemos es incorrecta o incompleta, puede pedirnos que enmendemos la información. Usted tiene el derecho de pedir una enmienda mientras la información se mantiene por o para nuestra oficina. Para solicitar una enmienda, usted debe hacer su petición, por escrito.

Derecho a una contabilidad de accesos. Usted tiene el derecho de solicitar una lista de ciertas revelaciones que hicimos de información médica para fines que no sean de tratamiento, pago y operaciones de atención médica o que proporcionaste autorización por escrito. Para solicitar una contabilidad de accesos, usted debe hacer su petición, por escrito.

Derecho a solicitar restricciones. Usted tiene el derecho a solicitar una restricción o limitación en la información médica que utilizamos o revelamos para tratamiento, pago u operaciones de atención médica. Usted también tiene derecho a solicitar un límite en la información de salud que divulguemos a alguien involucrado en su cuidado o el pago de su atención, como un familiar o amigo. Por ejemplo, usted puede pedir que no compartamos información sobre un determinado diagnóstico o tratamiento con su cónyuge. Para solicitar una restricción, usted debe hacer su petición, por escrito.

No estamos obligados a aceptar su petición. Si estamos de acuerdo, cumpliremos con su petición a menos que la información es necesaria para proporcionarle tratamiento de emergencia.

Derecho a la comunicación mediante solicitud confidencial. Usted tiene el derecho a solicitar que nos comuniquemos con usted acerca de asuntos médicos de una cierta manera o en cierto lugar. Por ejemplo, usted puede solicitar que sólo le contactamos por correo o en el trabajo. Para solicitar comunicación confidencial, usted debe hacer su petición, por escrito. Su petición debe especificar cómo o dónde desea ser contactado. Acomodamos las peticiones razonables.

Derecho a una copia impresa de esta notificación. Usted tiene el derecho a una copia impresa de esta notificación. Usted puede pedirnos que la dará una copia de este aviso en cualquier momento.

CAMBIOS A ESTE AVISO:
Nos reservamos el derecho de cambiar este aviso a la nueva notificación se aplica a la información de salud que ya tenemos así como cualquier información que recibamos en el futuro. Publicaremos una copia de nuestra notificación actual en nuestra oficina. La notificación contendrá la fecha de vigencia en la primera página, en la esquina superior derecha.

QUEJAS:
Si usted cree que sus derechos de privacidad han sido violados, puede presentar una queja con nuestra oficina o con el Secretario del Departamento de salud y servicios humanos. Todas las quejas deben hacerse por escrito.

Usted no será penalizado por presentar una queja.

Por favor firmar el "Reconocimiento"

Angel Larrinaga
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Fax: (561) 791-0115