

DAVID P. YAMINI, M.D.

Board Certified, American Board of Gastroenterology & Hepatology

2001 Santa Monica Blvd, Suite 1286-W
Santa Monica, CA 90404

8920 Wilshire Blvd #310
Beverly Hills, CA 90211

PH: 310.285.3005

Fax: 310.935.1560

E: execassistant@westsidegastrocare.com

FINANCIAL AGREEMENT

Thank you for choosing Dr. David P. Yamini as one of your health care providers. We are pleased to be able to render services in the evaluation and treatment of your condition.

We need a current copy of your insurance card in order to bill your insurance directly for the charges and services rendered. If you are unable to provide us with a current insurance card or do not have insurance, full payment is due at the time of service. Depending on your deductible, we will submit your claims to your insurance as a courtesy and we will assist you in any way we reasonably can to help get your claims paid. Your insurance company may need you to supply certain information directly. It is your responsibility to comply with their request.

Please understand that you will be financially responsible for charges that are not covered by your insurance. Your insurance benefit is a contract between you and your insurance company; we are not party to that contract. If we do not have a contract with your insurance company, you are responsible for payment in full regardless of any insurance companies' arbitrary determination of UCR rates. If you do not have insurance, payment is due in full at the time of service. *It is your responsibility to determine any and all charges related to labs or imaging ordered, pathology, and procedure facility related cost-ambulatory surgery centers and/or hospitals as those costs are determined by your insurance plan and deductible, not by David Yamini, M.D. INC.*

Payment is for those known patient due amounts (deductibles, non-covered services) at the time of service. Full payment for any known outstanding balance may be due at the time of your visit. Please be aware that the balance of your claim is your responsibility whether or not your insurance company pays your claim. All other payments are expected within 30 days of receipt of our billing statement. We are committed to providing the best diagnosis and highest quality of treatment possible for our patients. Our fees for services rendered are usual and customary for our geographic area.

If you have any questions regarding your financial account with our office, please contact our billing department during normal business hours at 866-553-4486.

SELF PAY

We expect full payment at the time of service unless prior arrangements have been made.

MEDICARE

We accept Medicare assignment. There are some services and supplies that are not covered by Medicare. If you do not have supplemental insurance, your financial responsibility will be 20% of the costs that Medicare does not cover for services rendered by David Yamini, M.D, INC.

PPO

We are not contracted with PPO plans. Oftentimes, your in network deductible may be as high as your out of network deductible. We will assist in checking your out of network benefits to let you know if you are

responsible for anything, if at all. As a courtesy, we will bill your insurance on your behalf depending on your deductible. If there are changes to your insurance eligibility, it is your responsibility to make sure we have your new insurance information or your services will be your responsibility. Deductibles are determined by your plan and are not something we can negotiate. If you're undergoing a screening colonoscopy that's covered under your plan & a polyp is removed, please note that your insurance company may not process it as a screening procedure and you may be responsible for any deductible or co-insurance due.

Some out of network insurances, most notably Blue Cross and Blue Shield, may send the doctor's reimbursement check for services rendered to you directly to you or the subscriber on your plan. If so, it is your responsibility to reimburse Dr. Yamini directly in a timely manner via credit card or mailing a separate check made out to "David Yamini, M.D INC". Failure to do so and cashing the check will be considered insurance fraud and acted upon as so. Once payment is received, you can cash the check the insurance company has sent you.

HOSPITAL AND SURGERY CENTER CHARGES

If you undergo an endoscopic procedure in a hospital or outpatient surgery center, separate charges will be made by the facility. Please note that your Gastroenterologist at Westside Gastro Care is a minority partial owner of Beverly Hills Endosurgical Surgery Center where you might be having your procedure at..

FINANCIAL AGREEMENT

I understand that I am financially responsible for all charges not covered by my insurance. I guarantee that the balance will be paid by cash, check, or credit card. Past due balances may be subject to additional fees. I understand that if the office agrees to bill insurance as a courtesy, I must submit information as needed in a timely manner, to ensure that payment for services is rendered. I understand that I am ultimately responsible for payment of all services.

"A holder of this medical debt contract is prohibited by Section 1785.27 of the Civil Code from patient furnishing any information related to this debt to a consumer credit reporting agency, the debt shall be void and unenforceable."

Bill Text- SB-1061 Consumer dept: medical debt

Section 1785.27 is added to the Civil Code, to read:178.27.(a) A person shall not furnish information regarding a medical debt to a consumer credit reporting agency. (b) A medical dept is void and unenforceable if a person knowingly violates this section by furnishing information regarding the medical debt to a consumer credit reporting agency.(c) (1) On or after July 1, 2025, it is unlawful to enter into a contract creating a medical debt that does not include the following term: "A holder of this medical debt contract is prohibited by Section 1785.27 of the Civil Code from furnishing any information related to this debt to a consumer credit reporting agency. In addition to any other penalties allowed by law, if a person knowingly violates that section by furnishing information regarding this debt to a consumer credit reporting agency, the debt shall be void and unenforceable."(2) A contract entered into on or after July 1, 2025, that does not include the term described in paragraph (1) is void and unenforceable.(d) A violation of this section by a person holding a license or permit issued by the state shall be deemed to be a violation of the law governing that license or permit.

MISSED APPOINTMENTS AND CANCELLATION FEES

***No Show Charge \$50.00 if not notified within 24 hours prior to your appointment.**

*Due to the amount of allotted time for scheduled endoscopic procedures, we do request at least 3 business working days' notice for cancellation of procedures. **It is the Doctor's policy to charge a \$250 procedure cancellation fee if given less than 3 working days' notice.** The charge for a late cancellation/no show for a procedure will be billed directly to you and charged to your credit card on file and not to your insurance. Please help us serve you better by keeping scheduled appointments.

AUTHORIZATION TO RELEASE INFORMATION:

I authorize release of my medical information, pursuant to applicable federal and state laws, rules and regulations, to third party payers and other providers participating in my care, that agree to treat my information in a confidential manner in accordance with all applicable federal, state and local laws. I further authorize any other individual or entity that has provided health care to me to release to *David Yamini, M.D. INC*, all of my medical record information, whether in printed or electronic form, needed to provide me with informed care. I may revoke my consent for the release of this information at any time, except to the extent that action has been taken in reliance on the consent.

CREDIT CARD AUTHORIZATION

Our office requires that a credit card be kept on file for payment of any deductible or charge that may not be covered by your health insurance in the event of delinquency. This form will be kept confidential and only

authorized staff has access to the information. The patient will receive 2 statements and a final notice. If these go unpaid or unanswered within 30 days, the patient will receive a courtesy phone call, text and/or email. If no payment is received, the balance on the account will be charged to the credit card on file.

I acknowledge and authorize Dr. David Yamini to charge the credit card on file for deductible and/or charges not covered by my health insurance provider, as well as for balanced reflecting checks that have gone to the patient or subscriber on the plan instead of the Doctor by the insurance company that have not been subsequently reimbursed to "David Yamini, M.D. INC" for services he has rendered. I acknowledge that my card will be run in the event payment is not received within 30 days after I receive statements. I agree to receive billing statements, invoices and receipts via the street address, text and or email I have provided to this office. If I am an uninsured patient, I authorize payment at time of service. I agree to update any information regarding this credit card account.

Patient Name (please print): _____ **Patient/Guardian Signature:** _____ **Date:** _____

INITIALS HERE _____

INSURANCE REIMBURSEMENTS/CHECKS TO PATIENTS

To avoid any confusion, the following letter explains the Insurance Reimbursement policies of Dr. Yamini's practice.

Please note that some insurance companies- most notably Blue Cross and Blue Shield- play games and may send the doctor's reimbursement check for services rendered to you directly to you or the subscriber on your plan. If so, it is your direct responsibility to reimburse Dr. Yamini in a timely manner via credit card or mailing a separate check made out to "David Yamini, M.D INC." We reserve the right to charge your credit card on file for your balance reflecting checks that have been sent to you or the subscriber on the plan by your insurance company. Once payment is received, you can cash the check the insurance company has sent you.

Failure to clear your balance and cashing the check beforehand will be considered insurance fraud and acted upon as so. Please help us in making sure that balances are cleared immediately in such situations.

Dr. Yamini is contracted with Medicare,, and St. Johns Physician Provider's HMO only. Dr. Yamini is not contracted with commercial PPO insurance companies, but he does accept and take all PPO patients. Depending on your deductible, you may or may not be responsible for rendering payment up front for your consultation, procedure and/or follow up visits. Often times, your in network deductible may be as high as your out of network deductible, and there is minimal or no upfront cost.

We will assist in checking your out of network benefits to let you know if you are responsible for anything, if at all. Deductibles are determined by you and your insurance plan and are not something we can negotiate.

While a majority of other Specialists in the area who are out of network do not bill the insurances and leave this up to the patient. As a courtesy, depending on your deductible, Dr. Yamini will bill on behalf of his patients for every date of service provided to help you meet your calendar year deductible.

In a particular situation where payment was obtained at the time of service and the insurance company ends up reimbursing Dr. Yamini the equal amount that was collected up front, you will be properly refunded. Due to the comprehensive process of submitting bills for Dates of Service, length of time insurance companies take to issue payment and occasional denials of payment, please provide us at least 3-4 months to process and issue any refunds that may be due.

If you have any questions regarding your financial account with our office or possible pending refund, please contact our billing department- Arizon Billing- during normal business hours at 866-553-4486.

David Yamini, M.D. INC

Westside Gastro Care

INITIALS HERE _____

DAVID P. YAMINI, M.D.
2001 Santa Monica Blvd, 1286-W Santa
Monica, CA 90404

8920 Wilshire Blvd, Ste. 310
Beverly Hills, CA 90211

execassistant@westsidegastrocare.com
Phone: (310) 285-3005
Fax: (310) 935-1560

PATIENT INFORMATION

PLEASE PRINT ALL INFORMATION

Legal Name: _____
Home Address: _____ No. _____
City: _____ State: _____ Zip Code: _____
Home No. () _____ Work No. () _____
Cell No. () _____ Fax No. () _____
E-mail: _____ Sex: Male Female
Date of Birth: _____ Social Security No. _____ Driver's License No. _____
Employer: _____ Occupation: _____
Marital Status: _____ Spouse's Name: _____ Telephone Number: _____

PRIMARY

Insurance Co. _____ Name of Insured/Subscriber on the plan: _____
Relationship to the Patient: _____ Insured's Date of Birth: _____
Insured's phone number: _____ Email Address: _____
Member ID: _____ Insured's Employer: _____
Insured's Address _____

SECONDARY

Insurance Co. _____ Name of Insured/Subscriber on the plan: _____
Relationship to the Patient: _____ Insured's Date of Birth: _____
Insured's phone number: _____ Email Address: _____
Member ID: _____ Insured's Employer: _____
Insured's Address _____

IS MEDICARE THE PRIMARY COVERAGE? YES NO N/A

Patient Questionnaire – Anorectal Health

Patient Name: _____

Bowel & Dietary Habits

(Circle All That Apply)

1. Do you suffer from Constipation? Y / N
2. Do you suffer from Diarrhea? Y / N
3. Do you have to strain when having a bowel movement? Y / N
4. Do you often feel like you're "still not done" after a bowel movement? Y / N
5. Time spent on toilet during average bowel movement? _____ Minutes
6. Do you have to push any prolapsing tissue back into the rectum after a bowel movement? Y / N
7. Are you taking any fiber supplements? Y / N
 - a. If yes, which ones? _____
8. On average, do you drink the equivalent of 6-8 glasses of water per day? Y / N

Symptoms (In Rectal Area)

(Check all that apply)

- | | | | |
|---|---|-----------------------------------|----------------------------------|
| <input type="checkbox"/> Bleeding | <input type="checkbox"/> Itching | <input type="checkbox"/> Prolapse | |
| <input type="checkbox"/> Pressure or Swelling | <input type="checkbox"/> Leaking or Soiling | <input type="checkbox"/> Pain | <input type="checkbox"/> Burning |

Additional Questions

(Circle All That Apply)

1. Are you allergic to latex? Y / N
2. Are you pregnant? Y / N
3. Are you taking any erectile dysfunction medicine or any nitrates for chest pain? Y / N
4. Are you taking any anticoagulation medication (Coumadin, Plavix)? Y / N
5. Have you ever been diagnosed with Crohn's disease, proctitis, portal hypertension or anal/rectal cancer? Y / N
6. Are you taking Immunosuppressant medication or undergoing radiation treatments? Y / N
7. Do you need to take antibiotics before having dental or other procedures? Y / N

MEDICAL HISTORY

NAME

AGE

DATE

What gastrointestinal problems are you currently having?

Are you experiencing?

Indigestion or ulcer pain? _____

Abdominal pain? _____

Nausea, vomiting? _____

Heartburn? _____

Difficulty swallowing? _____

Change in bowel habits, constipation or diarrhea? _____

Blood in the stool? _____

Change in stool caliber? _____

Rectal pain or discharge? _____

Hemorrhoids? _____

Gas, belching or bloating? _____

Jaundice? _____

Food or milk product intolerance? _____

Have you ever had:

An ulcer? _____

Gallstones? _____

Liver disease or hepatitis? _____

Blood Transfusions? _____

Pancreatitis? _____

Ulcerative colitis or Crohn's disease? _____

Colon Polyps? _____

Rectal Problems? _____

Have you traveled in the past two years? _____ Where? _____

Have you had any antibiotics in the past year? _____

Any recent weight loss? _____

Weight now? _____

Height? _____

Weight six months ago? _____

Appetite? _____

Please list any past medical problems for which you have been under treatment.

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

Please list any prior Hospitalizations / Surgeries / Colonoscopies or Endoscopies done elsewhere.

YEAR	PROBLEM	OPERATION	HOSPITAL
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Please list all medications or pills that you take. List everything even if you only take it occasionally.

1. _____ 5. _____

2. _____ 6. _____

3. _____ 7. _____

4. _____ 8. _____

What medications are you allergic to? _____

Any other allergies? _____

Any bleeding tendency or disorder of blood clotting? _____

Are you on blood thinners? _____ Which one? _____

Is there a family history of:

Colon cancer? _____

Polyps? _____

Stomach cancer? _____

Other cancers? _____

Gallstones? _____

Ulcer disease? _____

Ulcerative colitis or Crohn's disease? _____

Other gastrointestinal disorders? _____

Do you have children? _____ How many? _____ Do they have any medical problems? _____

Do you smoke? _____ If yes, how much? _____ How long? _____

Have you ever smoked? _____ Year quit? _____

How many alcoholic beverages do you consume per week? _____

How many caffeinated beverages do you consume per day? _____

David P. Yamini, M.D.

Gastroenterology & Hepatology

Board Certified, American Board of Internal Medicine and Gastroenterology & Hepatology

CREDIT CARD AUTHORIZATION FORM

Our office requires that a credit card be kept on file for payment of any co-payment, co-insurance, deductible, or change that may not be covered by your health insurance in the event of delinquency. This form will be kept confidential and only authorized staff has access to the information. If, after a first statement is received with no payment made within 60 days, any balance under \$100 will be changed to the below credit card. Courtesy calls will only be made balances over \$100.

PATIENT NAME: _____
NAME, AS IT APPEARS ON CREDIT CARD: _____
BILLING ADDRESS: _____ _____
EMAIL ADDRESS: _____
DISC/MC/VISA/# _____
EXPIRATION DATE: _____ / _____ VERIFICATION CODE (3 or 4 DIGITS) _____
PLEASE PROVIDE THE CARDHOLDER'S DRIVER'S LICENSE

I acknowledge and authorize Dr. David Yamini to charge the above credit card account for any co-payment, co-insurance, deductible, and/or changes not covered by my health insurance provider. I agree to receive billing statements, invoices, and receipts via the email I have provided to this office. If I am an uninsured patient, I authorize payment at time of service. I agree to update any information regarding this credit card account.

Cardholder Signature

Date

PHARMACY INFORMATION

David Yamini, M.D.

Board Certified Gastroenterologist

2001 Santa Monica Blvd, Suite 1286-W
Santa Monica, CA 90404

8920 Wilshire Blvd, #310
Beverly Hills, CA 90211

TEL 310-285-3005

FAX 301-935-1560

execassistant@westsidegastrocare.com

Dr. Yamini's office is now E-prescribing to most pharmacies. The benefit to you is you no longer have to wait for your prescriptions to be filled. We will send them to your pharmacy electronically so they will be ready when you go to pick them up.

Please provide us with your pharmacy information:

PATIENT NAME: _____

MEDICATION ALLERGIES: NONE YES (Circle One)

IF YES, SPECIFY _____

PHARMACY NAME: _____

PHONE# _____ FAX# _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

NOTE: If you are not sure of the address, please provide the cross streets of the pharmacy location

PATIENT-PHYSICIAN ARBITRATION AGREEMENT

ARTICLE 1: It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under the 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 right to have such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

ARTICLE 2: I understand and agree that this arbitration agreement binds me and anyone else who may have a claim arising out of or related to all treatment or services 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. This includes, but is not limited to, all claims for monetary damages exceeding the jurisdictional limit of the small claims court, including without limitation, suits for loss of consortium, wrongful death, emotional distress or punitive damages. I further understand and agree that if I sign this agreement on behalf of some other person for whom I have responsibility, then, in addition to myself, such person(s) will also be bound, along with anyone else who may have a claim arising out of the treatment or services rendered to that person. I also understand and agree that this agreement relates to claims against the physician and any consenting substitute physician, as well as the physician's partners, associates, association, corporation or partnership, and to employees, agents, and estates of any of them. I also hereby consent to the intervention or joinder in the arbitration proceeding of all parties relevant to a full and complete settlement of any dispute arbitrated under this Agreement, as set forth in the CMA/CHA Medical Arbitration Rules.

ARTICLE 3: I agree that the arbitrators have the same immunity from civil liability as that of a judicial officer when acting in the capacity of arbitration under this Agreement. This immunity shall supplement, not supplant, any other applicable statutory or common law.

ARTICLE 4: On behalf of myself and all others bound by this agreement as set forth in Article 2, agreement is hereby given to be bound by the Medical Arbitration Rules of the California Healthcare Association (CHA) and the California Medical Association (CMA), as they may be amended from time to time, which are hereby incorporated into this agreement. A copy of these Rules is included in the pamphlet in which this agreement is found. Additional copies of the Rules are available from the California Medical Association, P.O. Box 7690, San Francisco, CA 94120-7690, Attention: Arbitration: Rules. I understand that disputes covered by this Agreement will be covered by California law applicable to actions against healthcare providers, including the Medical Injury Compensation Reform Act 1975 (including any amendments thereto).

ARTICLE 5: OPTIONAL: RETROACTIVE EFFECT

If I intend this agreement to cover services rendered before the date it is signed (for example, emergency treatment). I have indicated the earlier date I intend this agreement to be effective from and initiated below.

Earlier effective date: _____ Patient's Initials: _____

ARTICLE 7: I have read and understood all the information in this pamphlet, including the explanation of the Patient-Physician Arbitration Agreement, this Agreement, and the Rules. I understand that in the case of any pregnant women, the term "patient" as used herein means both the mother and the mother's expected child or children.

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

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.

(Patient, Parent, Guardian or Legally Authorized Representative of Patients) Dated: _____, 20 _____

If signed by other than patient, indicate relationship: _____

PHYSICIAN'S AGREEMENT TO ARBITRATE

In consideration of the foregoing execution of the Patient-Physician Arbitration Agreement, I likewise agree to be bound by the terms set forth in this agreement.

(Physician or Duly- Authorized Representative) Dated: _____, 20 _____

Title – e.g: Partner, President, etc. Print Name of Physician, Medical Group, Partnership or Association

