



MANINGAS  
COSMETIC SURGERY

## PRACTICE AND PATIENT POLICIES



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## MANINGAS COSMETIC SURGERY PATIENT CONSENT TO RESUSCITATIVE MEASURES NOT A REVOCATION OF ADVANCE DIRECTIVE OR MEDICAL POWERS OF ATTORNEY

- All Patients have the right to participate in their own health care decisions and to make advance directives or to execute powers of attorney that authorize others to make decisions on their behalf based on the Patient's expressed wishes when the Patient is unable to make decisions or unable to communicate decisions. Manningas Cosmetic Surgery respects and upholds those rights.
- However, unlike in an acute care hospital setting, Manningas Cosmetic Surgery does not routinely perform "high risk" procedures. Most procedures performed in this facility are considered to be of minimal risk. Of course, no surgery is without risk.
- You will discuss the specifics of your procedure with your physician who can answer your questions as to its risks, your expected recovery and care after your surgery.
- Therefore, it is our policy, regardless of the contents of any advance directive or instructions from a health care surrogate or attorney in fact, that if an adverse event occurs during your treatment at this facility, we will initiate resuscitative or other stabilizing measures and transfer you to an acute care hospital for further evaluation. At the acute care hospital further treatment or withdrawal of treatment measures already begun will be ordered in accordance with your wishes, advance directive or health care power of attorney. Your agreement with this policy does not revoke or invalidate any current health care directive or health care power of attorney.

*If you do not agree to this policy, we are pleased to assist you to reschedule the procedure.*



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## AGREEMENT AS TO RESOLUTION OF CONCERNS

"Physician" shall be understood to mean Dr. Talon Maningas, DO

I understand that I am entering into a contractual relationship with the above-named Physician for professional care. I further understand that meritless and frivolous claims for medical malpractice have an adverse effect upon the cost and availability of medical care to patients and may result in irreparable harm to a medical provider, including the Physician. As additional consideration for professional care provided to me by the Physician, I, the patient/guardian of patient, agree not to initiate or advance, directly or indirectly, any meritless or frivolous claims of medical malpractice against the Physician or Cosmetic Surgery Associates, LLC d/b/a Maningas Cosmetic Surgery (the "Practice) on behalf of myself or my dependent.

Should I initiate or pursue a meritorious medical malpractice claim against the Physician or Practice, I agree to use as expert witnesses (with respect to issues concerning the standard of care), only physicians who are board certified in the same specialty as the Physician. Further, I agree that these physicians retained by me or on my behalf to be expert witnesses will be diplomat(s) in good standing of the **American Board of Cosmetic Surgery (ABCS) and member(s) in good standing of the American Academy of Cosmetic Surgery (AACCS)**. I agree the expert(s) will be obligated to adhere to the guidelines or code of conduct defined by the AACCS and that the expert(s) will be obligated to fully consent to formal review of conduct by such society and its members.

I agree to require any attorney I hire and any physician hired by me or on my behalf as an expert witness to agree to these provisions. In further consideration, the Physician and Practice also agree to the same above-referenced stipulations regarding expert witnesses.

I agree that a conclusion by a specialty society affording due process to an expert will be treated as supporting or refuting evidence of a frivolous or meritless claim.

I agree that this Agreement is binding upon me and/or my dependent individually and their respective successors, assigns, representatives, personal representatives, spouses and other dependents.

I agree that these provisions apply to any claim for medical malpractice whether based on a theory of contract, negligence, battery or any other theory of recovery.

*I acknowledge that monetary damages may not provide an adequate remedy for breach of this agreement and that such breach may result in irreparable harm to physician's reputation and business. I agree in the event of a breach of this agreement to allow physician to seek specific performance and/or injunctive relief in addition to any other remedy available to physician at law.*



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## FINANCIAL POLICY FOR COSMETIC SURGERY PROCEDURES

Once you decide to have surgery with Dr. Maningas, our financial policy is as follows. This policy applies to all patients at Maningas Cosmetic Surgery. It is to assure that you have the best surgical experience possible and are fully informed throughout our relationship.

- **10%** of your surgical fees, based on your surgical proposal, are due at the time you select a surgery date. This is a **non-refundable deposit**. The deposit cannot be applied or used for any future cosmetic procedures, products or services at Maningas Cosmetic Surgery. We will not schedule your surgical procedure without receiving the 10% deposit.
- Your **final balance, paid in full, is due two (2) weeks prior to your surgery date and is also non-refundable**. There will be no exceptions to this policy. If payment is not received two (2) weeks prior to your planned procedure, your surgery may be postponed or cancelled. If you would like to reschedule your procedure less than two (2) weeks prior to your surgery date, a rescheduling fee, up to 30% of your total fees, will apply. If you cancel your surgery within two weeks of your surgery date, surgery fees are non-refundable.
- All patients must complete their pre-operative appointment and submit any necessary labs (including EKG, Mammogram, & Medical Clearance ***if requested by your surgeon***) at least two weeks prior to surgery. It is your responsibility to notify our office if your contact information changes or needs to be updated. We will attempt to contact you three (3) times if you have not completed a pre-operative appointment. If we are unable to reach you within 72 hours of our first attempt, then we reserve the right to cancel your surgery. If you wish to reschedule for a future date, a rescheduling fee, up to 30% of your total fees, may apply.
- Testing for nicotine and illicit drugs (including weight loss pills) is routinely performed on patients at your pre-operative appointment and again the day of surgery. Should you test positive, refuse to be tested or decide not to follow the instructions given to you by our clinical staff, then we reserve the right to cancel your procedure for that day. Refunds will not be issued. If you believe the test results are inaccurate, then you have the right to submit a blood test at your cost. If the blood test is negative, you will not be charged a rescheduling fee.
- You must have an adult caregiver (minimum 18 years of age and aware of your surgical procedures) with you at all times for the first 24 hours after surgery. Please contact our pre-op nurse if you have questions regarding your caregivers expected responsibilities. If you do not have an appropriate caregiver with you at the time of surgery, we may cancel your procedure and a rescheduling fee will apply, up to 30% of your total fees.



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- While we strive to give every patient the best possible cosmetic outcome at Maningas Cosmetic Surgery, your safety is always our number one priority. The operating room fees in your surgery proposal are our best estimate of the time it will take to achieve your cosmetic goals. In order to avoid balance billing on any surgery involving liposuction, we estimate the operating room time based on your Body Mass Index at the time of your consultation. BMI will fluctuate with any changes in your weight. If your BMI has increased more than two points the day of the surgery, we may need to reschedule certain procedures, or you will be charged an additional \$800 per point to cover the additional anesthesia and operating room fees.

- ***if*** Labs are required, we can include the cost in your quote. The cost of Labs only, is \$60. The cost of labs plus an EKG is \$120. If you test positive for Hep C or HIV, additional charges for confirmatory results will apply. The cost of labs is only guaranteed if you have them done at Med Quick Labs located at 101 N Rangeline Rd, Joplin, MO 64801.

- We accept all major credit cards, cash or check. We also offer patient financing. We are happy to provide you with information regarding these programs, and we have a full-time financial coordinator on staff to assist you with your financing choices. Prescription medications are additional and NOT part of your fees from Maningas Cosmetic Surgery.

*All policies are subject to change at any time at the discretion of Maningas Cosmetic Surgery.*



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## MUTAL AGREEMENT

Dr. Maningas takes pride in being able to extend a greater degree of privacy than is required by law.

Federal and State privacy laws are complex. Unfortunately, some medical offices try to find loopholes around these laws. For example, physicians are forbidden by law from receiving money for selling lists of patients or medical information to companies to market their products or services directly to patients without authorization. Some medical practices, though, can lawfully circumvent this limitation by having a third party perform the marketing. While personal data is never technically in the possession of the company selling its products or services, the patient can still be targeted with unwanted marketing information. Dr. Maningas believes this is improper and may not be in the patients' best interest. Accordingly, Dr. Maningas agrees not to provide medical information for the purpose of marketing directly to Patient. Regardless of legal privacy loopholes, Dr. Maningas will never attempt to leverage its relationship with Patient by seeking Patient's consent for marketing products for others.

We want your feedback. If our office gets it right, tell us. If we could do something better, tell us. We take quality improvement seriously. While there are scores of "rating sites" in cyberspace, many fail to provide useful information. Let's get it done right. We can make recommendations as to which sites follow minimum standards for fairness and balance. Just ask us.

Dr. Maningas has invested significant financial and marketing resources in developing the practice. Nothing in this Agreement prevents a patient from posting commentary about the Physician - his practice, expertise, and/or treatment

- on web pages, blogs, and/or mass correspondence. In consideration for treatment and the above noted patient protection, if Patient prepares such commentary for publication on web pages, blogs, and/or mass correspondence about Dr. Maningas, the Patient exclusively assigns all Intellectual Property rights, including copyrights, to Dr. Maningas for any written, pictorial, and/or electronic commentary. This assignment shall be operative and effective at the time of creation (prior to publication) of the commentary.



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This Agreement shall be in force and enforceable for a period of five years from Dr. Maningas' last date of service to Patient. As a matter of office policy, Dr. Maningas is requiring all patients in its practice sign the Mutual Agreement so as to establish that any anonymous or pseudonymous publishing or airing of commentary will be covered by this agreement for all Dr. Maningas' patients. Further, this Agreement will survive for a minimum of three years beyond any termination of the Physician-Patient relationship.

Patient and Physician acknowledge that breach of this Agreement may result in serious, irreparable harm. Patient and Physician agree to the right of equitable relief (including but not limited to injunctive relief). Should a breach of this Agreement result in litigation, the prevailing party in the litigation shall be entitled to reasonable costs, expenses, and attorney fees associated with the litigation.

Patient has been given the opportunity to ask questions and receive satisfactory and adequate explanations.



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## 24-HOUR CANCELLATION AND NO-SHOW FEE POLICY

Recognizing that everyone's time is valuable, and the appointment time is limited, we ask that you provide a 24-hour notice if you are unable to keep your appointment. Each time a patient misses an appointment without providing proper notice, another patient is prevented from receiving care.

Manningas Cosmetic Surgery reserves the right to charge a fee of \$50.00 for each missed (No-Show) appointment, or one that is not cancelled within a 24-hour advance notice. No-Show fees must be paid prior to your next appointment. Multiple cancelled and/or No-Show appointments within a twelve (12) month period will result in termination from our practice.

## SURGICAL PATIENT LATE FEE POLICY

Recognizing that everyone's time is valuable, and that our surgery schedule is limited, we ask that you arrive on time for your procedure. Surgery day arrival times are **ONE (1) HOUR PRIOR TO YOUR SURGERY START TIME** to allow for pre-op. If you are late for your scheduled arrival time, this can put the surgery schedule behind for the entire day.

In such instance, Manningas Cosmetic Surgery reserves the right to cancel your procedure for the day, in which case the rescheduling fee of 30% of your surgery total would apply. If we can accommodate a late arrival without the need to reschedule your surgery, a late charge of \$500 would instead apply. Any fees must be paid prior to proceeding with your procedure.





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## REVISION POLICY

Due to the uncertain nature of healing, a patient may elect to have an additional surgery performed to modify the results of their original surgery. This revision surgery is purely the choice of the patient, often in an effort to further improve outcomes and improve patient satisfaction. These situations are associated with the extreme variation in response to similar techniques performed during the art of surgery. Certainly, all involved want the best possible outcome.

There will be a **minimum charge of \$1500** for the use of the facility, staffing, supplies, anesthesia and materials to perform a revision surgery. We encourage all of our patients to remain weight stable. Additional fees may be appropriate and will be determined in consultation privately.

Our physician may elect to waive any professional fees if, in the mutual agreement of the patient and physician, this treatment is a recommended treatment and the benefits associated with the procedure outweigh the risk. The agreement does not constitute an admission of guilt or responsibility for any further reduction in fees.

The fee for revision surgery is due at the time of scheduling.

This policy has been presented at the time of consultation in order to more fully inform patients of the high cost of surgery and limit uncertainty of possible charges in the future.



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## SMOKERS & SECOND-HAND SMOKE EXPOSURE

### Smoking, Second-Hand Smoke Exposure, Nicotine Products (Patch, Gum, Nasal Spray)

Patients, who are currently smoking, use tobacco products or nicotine products (patch, gum or nasal spray) are at a greater risk for significant surgical complications including skin necrosis, delayed healing and additional scarring. Individuals exposed to second-hand smoke are also at potential risk for similar complications attributable to nicotine exposure. Additionally, smoking may have a significant negative effect on anesthesia and recovery from anesthesia, with coughing and possibly increased bleeding, blood clots, pulmonary embolus, poor healing, poor healing, increased bruising, major wound breakdown, failure of flap surgery, wound and chest infections, pneumonia, thrombosis, and heart and lung complications. Individuals who are not exposed to tobacco smoke or nicotine-containing products have a significantly lower risk of this type of complication.

Testing for nicotine is routinely performed on patients the day of surgery. Should you test positive for nicotine products, we reserve the right to cancel your procedure scheduled for that day. Refunds **will not** be given in this instance.

Patients that are non-smokers and do not use nicotine products, understand the risk of second-hand smoke exposure can cause surgical complications and will avoid it for 6 weeks before my surgery.

Patients that are smokers or use tobacco/nicotine products, understand the increased risk of surgical complications due to smoking or use of nicotine products and freely accept and solely assume these risks and acknowledge that they have been counseled in detail by Dr. Maningas and/or his staff. Also, understand the importance of refraining from smoking or use of nicotine products for at least 6 weeks before surgery and until my physician states it is safe to resume, if desired, once they are completely recovered from their procedure(s).



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## VITAMINS & DRUGS

Your safety in surgery requires that you disclose all medications, vitamins and supplements that you take. In the days prior to surgery, you will be required to stop taking certain medications, vitamins and supplements, both those you regularly take, and those that may be taken incidentally for pain or other symptoms. Please notify our office of any and all medications you take during the 14 days prior to surgery.

If you have taken a medication that may put you at risk for a complication such as excess bleeding, it may require that your surgery be rescheduled or postponed. This is for your safety. Before you stop taking any prescription drugs, you must receive clearance from the prescribing physician. Please notify our office immediately if you do not receive clearance to stop taking your prescribed medications.

The following drugs could cause life-threatening problems with surgery. If you are on any of the following medication, you must discuss this with the doctor. Patients who take these drugs may require additional laboratory tests and consultation to determine if you are able to have a surgical procedure. These include but are not limited to:

- Coumadin • Elmiron-IC • Accutane • Plavix (Low Molecular Weight Heparin)
- Presantine Steroids such as Methotrexate • Fragmin Non-prescribed or Illicit

Aspirin, aspirin-containing medications and anti-inflammatory agents must not be taken in the 2 weeks prior to your scheduled surgery date. Always read the active ingredients on any over-the-counter or prescription medications. For your reference, we have attached is a list of common drugs containing aspirin. Aspirin and aspirin containing medications include, but are not limited to, the following:

Alka Seltzer Equagesic	APC Tablets	Measurin
Aspirin + Codine	Lortab ASA	Pamprin
Momentum	Cope	Trigesic
Carisprodal Propox Demi	Robixisal	Aspirin Tablets USP
Alka Seltzer + Excedrin	Darvon Compound Sine Off	Befferin
Anacin	Darvon Compound 65 Synalgos	Emprin Compound #3
Fiorinal APAC Tablets	Axotoal Orphengesic Forte	Medipren
Fiorinal#3 Sodium Salicylate	SOMA	Percodan
Doan's Pills	Arthritis Pain Reliever	Vanquish
Ascriptin	BAC	Aspirin
Norgesic	Ecotrin Synalgos DC	Butalbital Compound
Asperbuf	Magnaprin	Encarprin
Norgesic Forte	Arthropan	Midol
Aspergum	PAC Bayer Aspirin	Percodan Demi Mobic
Orphengesic	Emprin Compound	

There are several medications that fall under a separate category that must also be discontinued 2 weeks prior to your scheduled surgery date. Anti-Inflammatory medications include, but are not limited to, the following: A list of these medications is as follows:



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Advil	Indocin
Cataflam	Naprosyn
Ibuprofen	Phenylbutazone
Motrin	Ansaid
Orudis	Dolobid
Toradol	Indomethocin
Aleve	Naproxen
Clinoril	Ruten
Ifen	Butazoladin
Nalfon	Feldene
Ovuvail	Meclomen
Voltarten	Nuprin
Anaprox	Tolectin
Daypro	

Additional medications to avoid include, but are not limited to the following:

Chloratrimeton	Triavil
Elavil	Vitamin E
Pamelor	Flexeril
Lioresal	Mysteclin F
Ru-Tuss	Tenuate
Zomax	Phendimetrazine
Endep	Parnate
Oraflex	Surmontil
St. John's Wart	Flagyl
Vibramycin	Nicobid
Entiafon	Tetracycline
Dospan	Adderall
Phentermine	Vyvanse
Imitrex	Provigil
Tagamet	Strattera



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## PATIENT RIGHTS

- You have the right to prompt and adequate response to reasonable request and needs for treatment or services, within our capacity.
- You have the right to choose a healthcare provider who can give you high quality health care when you need it or to refuse examination or care by a specific healthcare professional. You have the right to refuse to participate in experimental research.
- You have the right to accurate and easily understood information about your health plan, healthcare professionals, and health care facilities. If you speak another language, have a physical or mental disability, or just don't understand something, help will be provided so you can make informed health care decisions.
- You have the right to information regarding services available at Maningas Cosmetic Surgery and the cost of these services.
- You have the right to know your treatment options and to take part in decisions about your care. Parents, guardians, family members, or others that you select can represent you if you cannot make your own decisions.
- You have a right to considerate, respectful care from your doctors, health plan representatives, and other health care providers that does not discriminate against you.
- You have the right to talk privately with health care providers and to have your health care information protected. You also have the right to a copy your own medical record. You have the right to ask that your doctor document in your records any corrections to inaccurate, irrelevant, or incomplete information.
- You have a right to a fair, fast, and objective review of any complaint you have against your health plan, doctors, hospitals or other health care personnel. This includes complaints about waiting times, operating hours, the actions of health care personnel, and the adequacy of the health care facility.
- You have the right upon request to receive a copy of any itemized bill or statement of your charges.
- You have the right to after-hours contact numbers. You may contact a nurse after hours at 417-540-7880. If a medical emergency arises always dial 911
- You have a right to review our payment policy for all services rendered.
- You have a right to review all credentials for the facility and for healthcare professionals.



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## PATIENT RESPONSIBILITY

- You are responsible for providing complete and accurate information to the best of your ability about your health, any medications, including over the counter products and dietary supplements, present complaints, past illnesses, hospitalizations, advanced directives, power of attorney, or other directive that could affect your care, any allergies or sensitivities, and other matters relevant to health or care.
- You are responsible for keeping all appointments or contacting the office 24 hours prior to your appointment to cancel.
- You are responsible to inform Maningas Cosmetic Surgery promptly if you do not understand any matter relating to your care and treatment or instructions with which you cannot comply.
- You are responsible to follow the treatment plan prescribed by your provider.
- You are responsible to be considerate to other patients and to see that any person with you is considerate, particularly with reference to noise.
- You are responsible for providing a responsible driver to transport you home and remain with you for 24 hours if required by your physician.
- You are responsible to observe the smoke-free policy at our office.
- You must accept personal financial responsibility for any charges for services rendered at Maningas Cosmetic Surgery and for any charges not covered by insurance if insurance is filed.
- You are responsible to provide necessary information regarding coverage of your charges.
- You must be respectful to all the health care providers and staff.
- You are responsible for your actions if you refuse treatment or do not follow your provider's instructions.
- You are responsible for all products purchased at Maningas Cosmetic Surgery and understand that these may be prescription products, which are by state law nonrefundable.



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## PHOTOGRAPHY POLICY

Patients of Maningas Cosmetic Surgery are to be photographed before, during and/or after the course of treatment. Maningas Cosmetic Surgery maintains the ongoing and unrestricted right to use the photographs for education and patient documentation/records. Use of these pictures for marketing purposes or public display are agreed upon separately and are not included in this policy.

Patients relinquish all rights, title and interest in these photographs, or any right to profit or gain directly or indirectly realized through the use of the photographs. A patient can revoke this consent only in writing and it will not be revoked by implication.