

Acupuncture Now LLC
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Informed Consent to Treat

I hereby request and consent to the performance of acupuncture and other procedures within the scope of practice of an Acupuncturist on me (or on the patient named, for whom I am legally responsible) by the licensed Acupuncturist of Acupuncture Now LLC, who now or in the future will treat me while working at Acupuncture Now LLC. I understand that methods of treatment may include, but are not limited to, acupuncture, other direct and indirect heat therapy, cupping, electrical stimulation, Tuina (Chinese Orthopedic Massage), Chinese herbal medicine and nutritional counseling.

Acupuncture

Acupuncture involves the insertion of needles at key points on the body. Acupuncture is considered a relatively safe method of treatment but does carry some risks and potential side effects. The most common risk is bruising, numbness and tingling at the site of insertion that could last a few days. Dizziness or fainting could occur as well, this can be avoided by making sure to eat before treatment. Unusual & rare risks of acupuncture include spontaneous miscarriage, nerve damage and organ puncture &/or infection. The acupuncturist at Acupuncture Now LLC uses sterile, disposable needles & maintains a clean, safe environment according to clean needle protocols. Additionally, the acupuncturist has extensive training in anatomy & physiology.

Electrical Stimulation

This modality involves running a small current between needles or transcutaneously at the skin. With electrical stimulation between needles the risks are the same as acupuncture, as the needles are used to conduct the current. There is a slight increase in risk of numbness, tingling and nerve damage, but it is a safe treatment method when necessary.

Herbal Medicine

Chinese Herbal Medicine involves the consumption and/or application of prepared herbal formulas. Herbs may need to be prepared prior to consumption and consumed according to the instructions provided orally and in writing. The herbs may have an unpleasant smell or taste. Immediately notify your physician of any unanticipated or unpleasant effects associated with the consumption of the herbs. The herbs and nutritional supplements that have been recommended are traditionally considered safe in the practice of East Asian Medicine, although some may be toxic in large doses. Some herbs may be inappropriate during pregnancy. Some possible side effects of taking herbs include but are not limited to nausea, gas, stomachache, vomiting, headache, diarrhea, rashes, hives, and tingling of the tongue. Herbal formulas are not recommended to be taken with other prescribed drugs and/or supplements. To avoid

potentially hazardous combinations please provide a complete list of any and all drugs, both prescribed and recreational, supplements and other herbs that you regularly ingest.

Add On Treatment Modality Risks

- Tuina is a form of Chinese massage and carries the potential risk of overstretching, tugged skin and/or hair and potential allergic reactions to oils and/or liniments.
- Gua Sha can leave bruising and skin irritation for a short period of time
- Muscle release therapy using acupuncture can remain sore after release for a period of time
- A heat lamp can create irritate the skin
- Bruising can also be a common side effect of cupping.

I understand that while this document describes the major risks of treatment, other side effects and risks may occur. I do not expect the acupuncturist to be able to anticipate and explain all possible risks and complications of treatment, and I wish to rely on the acupuncturist to exercise judgment during the course of treatment which the he/she thinks at the time, based upon the facts then known, is in my best interest as a patient.

Please notify your Acupuncturist if you are, or become pregnant, as this may change many of the risks stated above.

I understand that results are not guaranteed. I understand the clinical may review my patient records and lab reports, *but all my records will be kept confidential and will not be released without my written consent.*

Acupuncture Now LLC HIPAA Privacy Policy & Practices:

As a medical care provider Acupuncture Now LLC & all entities therein must protect all of its patients privacy. All patient interactions are private & to be kept confidential, including but not limited to: verbal, written, printed & electronic. The following outlines Acupuncture Now LLC's patient privacy & confidentiality policies of which the federal mandate called Health Information Portability & Accountability Act (HIPAA) is part. This document describes how Acupuncture Now LLC protects any & all protected health information via policies, procedures, Physical & electronic safeguards. This ensures the confidentiality, accessibility & integrity of the protected information.

Patient Privacy & Confidentiality Policy:

To ensure the privacy of patients & clients of Acupuncture Now LLC all staff, practitioners & visitors observing in treatment & consultation areas must conform to the following rules:

- Only visitors who have the express permission of the patient & practitioner may be present in treatment & consulting areas with patients.
- Access to private patient information shall be limited to Acupuncture Now LLC

staff & practitioners without written permission of the patient. Exceptions are outlined below.

- Staff are prohibited from responding to any inquiries about patients without specific written consent to release patient information. Exceptions are outlined below.

Health Information Portability & Accountability Act (HIPAA):

To improve the efficiency & effectiveness of the healthcare system, HIPAA act of 1996, Public Law 104-191, included Administrative Simplification Provisions that required HHS to adopt national standards for electronic health care transactions and code sets, unique health identifiers & security. At the same time, Congress recognized that advances in electronic technology could erode the privacy of health information. Consequently, Congress incorporated into HIPAA provisions that mandated the adoption of Federal privacy protections for individually identifiable health information (obtained from hhs.gov).

Protected Health Information:

Protected health information (PHI) refers to any & all health information, combined with personal unique identifiers (see below), which can be used to identify a specific individual & includes info that we create &/or receive from other sources including, not limited to:

- Written paper records or documentation
- Electronic records or documentation
- Oral communications
- Audio records
- Images/photos & video/digital files

HIPAA provides special protections for certain mental health information, such as psychotherapy notes. Personal unique identifiers are aspects of a person that may be used to identify them. The following is a list of potential unique personal identifiers. This is not exhaustive; please use this as a set of examples to build upon:

Name

- Address, Name of relatives, Names of employers, E-mail address, Social media &/or URL's, Personal &/or professional URL's, Internet protocol address, Phone numbers, Date of birth, Fingerprints, Photos/pictures, Voice recordings, Unique body modifications, Soc Sec #, Personal property serial numbers, Health record numbers, Health plan beneficiary number, Bank account numbers, Other personal membership numbers, Certificate &/or license numbers & other unique identifying numbers, characters or codes.

While according to HIPAA, release of treatment, payment or healthcare operations is permitted without written authorization, it is the policy of Acupuncture Now LLC, is that any use of PHI outside of clinic facilities be only with authorization of the patient &/or client noted. This includes all documentation of treatments, consultations, billings etc. Written authorization is required in all cases where PHI is shared with non-staff or practitioners of Acupuncture Now LLC.

PHI release requiring authorization includes, but is not limited to:

- Medical records release

- Financial records release
- Patient &/or client verification
- Unless Noted below, any & all release of PHI must be with written consent of the patient &/or client.

PHI may be released without the consent under the following circumstances:

Healthcare Operations:

Acupuncture Now LLC may use and disclose protected health information for all activities that are included within the definition of “health care operations” as defined in the federal Privacy Regulations. “Health Care Operations” includes quality assessment and improvement activities; case management and care coordination; peer review; accreditation, licensing and credentialing; legal services and auditing functions; business planning; selling, merging or consolidation with another practice.

We may disclose PHI to EMergency Contacts listed on the initial patient intake forms in case of an emergency, to assist with health care, or with payment of patient health care. In the case that we are unable to contact the listed Emergency Contact other family or friends of the patient may be contacted if the emergency dictates it necessary.

We may contact patients to provide reminders of health related services. If indicated, this contact will take the form of the preferred contact method.

Allowed Non-treatment, Payment or Health Care Operations Information Use or Disclosure Without Required Patient Authorization or Consent:

Mandatory reporting situations are as follows:

- To report or prevent child abuse or neglect and domestic violence.
- To prevent a serious threat to a patient’s health or safety or the health and safety of the public or another person.
- To the department of Health and Human Services on public health issues to prevent or control disease, injury or disability.
- To law enforcement agencies in response to a court order, subpoena, discovery request, administrative order, or other lawful process by another person involved in a dispute involving a patient and/or client. In this event, all efforts must be made to notify the patient and/or client of the release.
- To the following entities under given circumstances:
 - To a correctional institution when necessary for the patient’s health or the health and safety of others.
 - To notify, or assist in notifying a family member, personal representative, or another person responsible for the patient’s care, location, or general condition.
 - To the military authorities under certain circumstances when the patient is a member of the armed forces.
 - To authorized federal officials for intelligence, counterintelligence, and other national security activities.

Patient Rights:

All patients and/or clients of Acupuncture Now LLC are entitled to the following:

1. All patients and/or clients of Acupuncture Now LLC must be provided the following forms:
 - Informed consent to treat
 - Arbitration Agreement
 - This form on Privacy Practices

Patients and/or clients must be allowed time to read, or have read to them, all forms and have any questions answered. All patients and/or clients must then sign and date an acknowledgement and permission prior to any treatments and/or consultations.

2. Patients may request an accounting of all disclosures of PHI that was or was not authorized by the patient for the past six years.
3. Upon request, all patients and/or clients may have access to their individual health records. The request must be made in writing by the patient and/or client. All requests must be verified with a valid government issued ID. Requests may be for individual components or the entire record hereby referred to as the Designated Record Set (DRS) as defined under HIPAA.

Acupuncture Now LLC DRS contents include:

- Written and electronic records of patient care including but not limited to:
 - Health Chart Notes
 - Patient Personal Information
 - Patient Background Information
 - Patient Pain Reports
 - Patient Insurance Information
 - Patient Acknowledgments
 - Treatment Plan Pricing Agreements, if applicable
 - Pregnancy Disclosures & Acknowledgements, if applicable
 - Cosmetic Renewal Checklist, if applicable

Acupuncture Now LLC staff and/or practitioners will review the record with the patient.

A fee may be charged for copies

Any and all records pertaining to patients and/or clients must be provided to the names patient and/or client by law, with exception regarding Psychotherapy notes and information compiled for legal proceedings. This type of information must be kept in a separate file.

4. Patients and/or clients may make a request to amend their PHI. The request must be made in writing by the patient and/or client. All requests must be verified with a valid government issued ID. The request will be formally reviewed and may/may not be

granted. Upon review the patient and/or clients may be contacted for followup and/or clarification of request.

5. Patients and/or clients may request that some or all of their PHI remains confidential, restricted, beyond the measures outlined above, or that we take special measures to ensure confidentiality. No explanation for additional confidentiality needs to be provided. The request must be made in writing by the patient and/or client. All requests must be verified with a valid government issued ID. Requests will be formally reviewed on a case by case basis and may or may not be approved.
- Special Patient Health Information: Separate authorizations must be signed to release Drug and Alcohol, HIV/AIDS status, or Mental Health Information by the patient to protect sensitive disclosures.

Acupuncture Now LLC Arbitration Agreement

Article 1:

Agreement to Arbitrate: It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by state and federal law, and not by lawsuit or resort to court process except as state and federal 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 any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.

Article 2:

All Claims must be Arbitrated: It is also understood that any dispute that does not relate to medical malpractice, including disputes as to whether or not a dispute is subject to arbitration, will also be determined by submission to binding arbitration. It is the intention of the parties that this agreement binds all parties as to all claims, including claims arising out of treatment or services provided by the health care provider including any heirs or past, present or future spouse(s) of the patient in relation to all claims, including loss of consortium. This agreement is also intended to bind any children of the patient whether born or unborn at the time of the occurrence giving rise to any claim. This agreement is intended to bind the patient and the health care provider and/or other licensed health care providers or preceptorship interns who now or in the future treat the patient while employed by, working or associated with or serving as a back-up for the healthcare provider, including those working at the health care provider's clinic or office or any other office whether signatories this form or not. All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the health care provider, and/or health care provider's associates, association, corporation, partnership, employees, agents and estate, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress, injunctive relief, or punitive damages.

Article 3:

Procedures and Applicable Law: A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days thereafter. The neutral arbitrator shall then be the sole arbitrator and shall decide the arbitration. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees, witness fees, or other expenses by a party for such party's own benefit. Either

party shall have the absolute right to bifurcate the issues of liability and damage upon written request to the neutral arbitrator. The parties consent to the intervention and joinder in this arbitration of any person or entity that would otherwise be a proper additional party in a court action and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration. The parties agree that provisions of state and federal law, where applicable, establishing the right to introduce evidence of any amount payable as a benefit to the patient to the maximum extent permitted by law, limiting the right to recover non-economic losses, and the right to have judgment for future damages conformed to periodic payments, shall apply to disputes within this Arbitration Agreement. The parties further agree that the Commercial Arbitration Rules of the American Arbitration Association shall govern any arbitration conducted pursuant to this Arbitration Agreement.

Article 4:

General Provision: All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable legal statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with the reasonable diligence.

Article 5:

Revocation: This agreement may be revoked by written notice delivered to the health care provider within 30 days of signature and if not revoked will govern all professional services received by the patient and all other disputes between the parties. If any provision of this Arbitration Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision. I understand that I have the right to receive a copy of this Arbitration Agreement. By my signature below, I acknowledge that I have received a copy or have been given the opportunity. *ALSO, BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL PRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.*

Cancellation, Re-Scheduling and Late/No-Show

Policies Cancellations & Rescheduling

Acupuncture Now LLC requires, with discretion, at least 24 hours notice to cancel or reschedule your appointments. This is intended to provide adequate time to schedule a patient in the available time. If you do not provide 24 hours notice, Acupuncture Now LLC may enforce a \$25 fee and/or restrict future bookings.

Being Late

For scheduling to work we ask that you arrive on time for your scheduled appointments. This allows enough time to meet with you, discuss your treatment plan and still have enough time for your scheduled treatment service. In the event you are running behind please contact the clinic so we know you are going to be a few minutes late. In the event that you are more than 30 minutes late for a 90-120 minute appointment, the provider may elect to cancel your appointment and mark it as a no-show. This policy is to ensure that every time you come to Acupuncture Now you receive the best care that we can provide, in the time we have scheduled to provide it.

No-Shows

When you miss a scheduled appointment, without notifying us, it creates an unused appointment time that can not be used for another client. If for any reason you need to cancel

or reschedule an appointment, please notify our office as soon as possible. As stated above Acupuncture Now LLC may enforce a \$25 fee and/or restrict future bookings for missed appointments, without notice. After 2 no-show occurrences, Acupuncture Now LLC may elect to terminate our relationship with you. In this event a referral will be made to other providers.

We understand that circumstances can at times limit your ability to provide notice about lateness or missed appointments, therefore we'll take this into account when enforcing fees and limitations.