

## INFORMED CONSENT for Oriental Health Solutions

I hereby request and consent to the performance of the following on me by duly licensed practitioners who now or in the future treat me while employed by, contracted by, working or associated with or serving as a back-up for Oriental Health Solutions, perform modalities such as acupuncture by a duly licensed acupuncturist.

I consent to other procedures such as questioning me about my medical history, performing pulse and tongue evaluation, manual palpation on relevant areas of my body; muscle, orthopedic and neurological testing; modes of manual therapy such as massage; heat and/or cold therapy, the use of magnets and electrical stimulation; cupping; the functional/nutritional interpretation of select laboratory tests; the recommending of Chinese herbs, homeopathic medicines and dietary supplements; advice regarding diet and exercise regimens; and lifestyle counseling. I understand that although the above therapies have been shown to be effective, no guarantee or cure or improvement in my condition is given or implied. I consent to the above for in-person and telehealth visits.

I am informed that, as in the practice of western medicine, the practice of complementary medicine has some risks. I understand that while extremely unlikely, possible risks include but are not limited to: bleeding, bruising, light-headedness, inflammation, infection, general aches, burns, puncture of organs, pain at the location where a needle is inserted or radiating from that location, nerve pain, and temporary aggravation of current symptoms. A meta-analysis found 202 adverse events related to acupuncture over a 35 year period (*Altern Ther Health Med* 2003:9(1):72-83). I do not expect the practitioner to be able to anticipate and explain all risks and complications, and during the course of treatment I wish to rely on the practitioner's judgment based on the facts known at the time.

I understand that if I am seeking to become or am pregnant during my treatments at OHS, the practitioner and I may discuss Chinese herbal therapy, or the use of supplements. The recommended herbs and/or supplements will be used only with my consent. While properly-recommended herbs and supplements generally aid in a healthy pregnancy, I understand that all pregnancies carry an innate amount of risk, and there are no guarantees of these herbs/supplements' benefits. While there are scientifically documented treatments for turning a breech baby, no implied guarantee can be made. My practitioner and I may discuss and apply treatments to facilitate the labor and delivery process, but no treatments for the express purpose of labor induction will be provided.

By signing below, I agree to the above-named procedures if applicable to my specific situation. I intend this consent form to cover the entire course of treatment for the present condition and for any future condition(s) for which I seek treatment.

**Appointments:** All patients are seen on an appointment basis. Please be aware that the **full treatment fee** will be charged for broken appointments unless a 24-hour business day notice is given. This means for a Monday appointment notice must be given by Friday at 12:30 PM. It is the patient's responsibility to remember an appointment. Reminder text messages or phone calls are made only as a courtesy.

**Payments:** We make every effort to keep the cost of care down. To assist this effort, you are expected to pay upon the completion of each visit. We accept Visa/Mastercard credit cards, debit cards, checks or cash. A \$25.00 fee will be charged on all returned checks. We request a \$20 minimum purchase for credit card charges.

**Patient Handouts:** You may receive from OHS documents with information that is relevant to your treatment plan. These are proprietary documents of OHS and cannot be shared, distributed, or forwarded in any format without the express written consent of OHS.

**Supplements & Herbs:** We carefully research the products we recommend to you and/or carry at OHS. Unless your practitioner has made a specific recommendation, we cannot endorse nor be held responsible for any supplements or herbs you choose to buy from online retailers with or without third-party sellers.

**Emails/Texts:** Email is very helpful for our patients in answering health-related questions efficiently between visits, and there is such a demand for this option that we must charge a fee of \$10.00 per 5 min increment. Many patients find it convenient to communicate with our office by text and/or email, which are unencrypted methods of communication and deemed “unsecure” by Federal law (HIPAA). It is up to each patient to weigh the tradeoff between convenience and security. If you would like to receive appointment reminders via text and/or email, please confirm by signing the signature page by providing your authorization. We will keep your preferences in place, with no current expiration date unless you notify us otherwise.

**Cellphone Voice Assistants:** The January 14<sup>th</sup>, 2020 edition of Counseling Today, a publication of the American Counseling Association, highlighted that voice assistants on cellphones and iPads may be able to listen in on any conversations spoken within its range. A copy of that article can be found <https://ct.counseling.org/2020/01/hey-siri-did-you-break-confidentiality-or-did-i/> here. In order to protect your confidentiality, we respectfully request that you disable your cell phone’s voice assistant, put the cell phone in airplane mode, or simply turn off the cell phone when you are at OHS.

**Chinese herbal refills:** For herbal formula refills we kindly request a minimum of 24 hours notice.

**Insurance:** We do not bill insurance. We will be happy to assist you with filling out any relevant insurance claim forms but payment is expected at each visit. After filing your claim, your insurance carrier may reimburse you. Chinese herbs or supplements are typically not covered under insurance plans. Acupuncture is a covered benefit for Health Savings Accounts (HSA) and many Medical Reimbursement Plans.

**Medical records receipts:** Upon request, we provide a superbill at each visit that has all the information you need to file for insurance reimbursement. It is your responsibility to request and keep track of all your paperwork.

**Health Savings Accounts (HSAs), Flexible Savings Accounts (FSAs) and other Tax-Favored Health Plans:** Generally, acupuncture is an allowable expense under these plans, but coverages do vary. We cannot determine what your plan will or will not cover. Please check with your health plan custodian or employer about the specifics of your plan.

The Consent Form and Office Policies will be updated from time to time, so please check back to read any changes to our policies.

Thank you for calling this office. It is a pleasure to be of service to you.

## Notice of Federal Privacy Practices

The confidentiality of patient health information is of the utmost importance at our clinic. All information of a personal nature with which this office has been entrusted in the course of treatment has been and will continue to be kept confidential, consistent with the rule of law and the standards of professional practice. The purpose of this notice is to inform you as to how your health information may be used and disclosed and how you can get access to this information via the regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). All medical-related clinics are subject to these rulings.

**What is health information?** According to HIPAA law, your '*protected health information*' is any information that can identify you. This includes such items as your name, telephone number, address and dates such as birthdays, start of treatment and appointments.

**How your Health Information may be used:** Your health information will be used only for the purposes of providing your treatment, obtaining payment and conducting our clinic. Your health information may be shared, with your explicit permission, with referring physicians, pharmacies, or other health practitioners providing you with treatment. Health information will not be used for any other purposes, unless you have signed written permission for us to do so. In order for you to obtain insurance reimbursement, we will provide you with an itemized superbill for you to submit to your insurance company.

In rare instances, this clinic is attended by medical students from UNC or Duke or acupuncture students who may be observing treatment as part of their training. In this circumstance, should you allow a student to observe your treatment, the student will be asked to sign a HIPAA Confidentiality Agreement to maintain standards of confidentiality with regards to your personal history information. You have the right to decline a student observer.

It is also possible that health information will be disclosed during audits by government appointed agencies as part of their quality assurance and compliance reviews. Your health information may be reviewed during the routine process of certification, licensing, accreditation, or credentialing activities.

**Other Circumstances Where Health Information may be shared:** Government authorities may be notified if there is reason to believe that a patient is the 'victim' of abuse, neglect or domestic violence. This disclosure will be made only when we are compelled by ethical judgment, when there is reason to believe we are specifically required or authorized by law, or with the patient's agreement. We may also be required to disclose to government officials health information necessary to complete an investigation related to public health. We may share your health information, only with your permission, with those you tell us will be helping you with your care. In the case of emergency, where you are unable to tell us what you want, we will use our very best judgment when sharing your health information and only when it will be important to those participating in providing your care. We may use your anonymous health information for medical outcomes research so we may track how effective we are for which conditions as set forth in the Quality Monitoring section in the *Practices Regarding Disclosure of Patient Health Information* below. This allows us to get better results with you and future patients. Other than what has been stated above, or where Federal, State or Local law requires us, we will not disclose your health information.

**Health Records:** Your health information is kept in your file on an encrypted, password protected computer. The only person having access to this information (except as otherwise stated above) is your practitioner. Other than by your specific request, as in the case of *Attending Practitioner's Statement* or *Superbill for Services Rendered*, none of your health care information is shared without your written consent. No faxes or emails containing your health information will be sent to anyone unless you specifically request it.

**Patient Rights Regarding Health Records:** You have the right to request reasonable restrictions on certain uses and disclosures of your health information, and we will make every effort to honor your requests. For example, you have the right to review and make a copy of your health information, including your chart. Duplication of this material will involve a per page fee. In addition, you have the right to request that we

communicate with you in a certain way. You may wish us, for example to only contact you at a specific number, etc. You have the right to obtain a copy of this Notice of Privacy Practices directly from our office at any time or download it from our website. We encourage you to express any concerns you may have regarding the privacy of your health information. You have the right to file a complaint to us or to the Secretary of Health and Human Services if you believe your privacy rights have been compromised.

### **Practices Regarding Disclosure of Patient Health Information**

*Your health information will be routinely used for treatment, payment, and quality-monitoring, and your consent, or the opportunity to agree or object, is not required in these instances:*

**Treatment** – Information obtained by your practitioner at OHS will be entered in your record and used to plan the course of treatment. Your health information may be shared with other practitioners employed or contracted by OHS who are involved in your care or provide consultation about your treatment. Your practitioner's own expectations and those of others involved in your care may also be recorded.

**Payment** – Your record will be used to receive payment for services rendered by OHS. A bill may be sent to either you or a third-party payer with accompanying documentation that identifies you, your diagnosis and/or practitioner's impressions, and procedures performed.

**Quality Monitoring** – The staff in this office will use your health information to assess the care you received and compare your treatment outcome to others. Your information may be reviewed for risk management or quality improvement purposes in our efforts to continually improve the quality and effectiveness of the care and services we provide.

*In addition, the following disclosures are required by law and do not require your consent:*

**Food and Drug Administration (FDA)** – This office is required by law to disclose health information to the FDA related to any adverse effects of food, supplements, products, and product defects for surveillance to enable product recalls, repairs, or replacements.

**Worker's Compensation** – This office will release information to the extent authorized by law in matters of worker's compensation after you authorize consent.

**Public Health** – This office is required by law to disclose health information to public health and/or legal authorities charged with tracking reports of birth and morbidity. This office is further required by law to report communicable disease, injury, or disability.

**Law Enforcement** – (1) Your health information will be disclosed in response to a valid subpoena for law enforcement purposes, as required under state or federal law. (2) In the event that a staff member or business associate of this office believes in good faith that one or more patients, workers, or the general public are endangered due to suspected unlawful conduct of a practitioner or violations of professional or clinical standards, provisions of federal law permit the disclosure of your health information to appropriate health oversight agencies, public health authorities, or attorneys.

*It is OHS's practice to consider the following as routine uses and disclosures for which specific authorization will not be requested.* You have the right to request restrictions on these uses. Otherwise, OHS will request your authorization whenever disclosure of personal health information is necessary to parties other than those referenced here.

**Contractors** – Some or all of your health information may be subject to disclosure through contracts for services to assist this office in providing health care. To protect your health information, we require these Contractors to follow the same standards held by this office through terms detailed in a written agreement.

**Communications with Family** – Using best judgment, a family member, close personal friend identified by you, personal representative, or other persons responsible for your care may be notified or given information about your care to assist them in enhancing your well-being or to confirm your whereabouts.

**Marketing and Fundraising** – OHS may send information to you about treatment alternatives and other health-related benefits that you may find useful.