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## **ACUPUNCTURIST-PATIENT SERVICES AGREEMENT [OREGON]**

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIP AA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI). "Health information" is information in any form that relates to any past, present, or future health of an individual, and PHI refers to individually identifiable health information, and includes any identifiable health information received or created by my office or me used for the purpose of treatment, payment, and health care operations.

I may use or disclose confidential information (including but not limited to PHI) for purposes of treatment, payment, and healthcare operations when your written informed consent is obtained. The law requires that I obtain your signature acknowledging that I have provided you with this information at the beginning of this first session before we begin any formal treatment. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time.

### **TRADITIONAL CHINESE MEDICAL SERVICES**

Traditional Chinese Medicine (TCM) is a centuries old model of healthcare that is practiced in many countries throughout the world. There are five branches of TCM, and I may incorporate any or all of these modalities in your treatment. The five branches are: acupuncture; medicinal herbs; therapeutic massage (tui na); therapeutic exercises (qi gong); and nutrition. Within these modalities I may employ specific techniques such as cupping, gua sha, and electro-acupuncture.

Acupuncture is a generally safe method of treatment. However, since it does involve placing needles through the skin, side effects such as bruising, numbness or tingling near the needling sites, dizziness, and fainting are possible. Bruising and tenderness are common side effects of cupping and gua sha, however these typically

resolve within a few hours (tenderness) to a few days (bruising). Uncommon side effects of acupuncture include spontaneous miscarriage, nerve damage, organ puncture, and infection.

I use only individually packaged sterile needles, and dispose of them after each use (that is, each needle is only used once). The herbs that I use in my clinic are commonly recommended and have been tested and shown to be free from impurities such as western medicines and heavy metals. While herbs are safe when taken as prescribed, there may be side effects from taking them. These side effects may include nausea, gas, vomiting, stomachache, headache, diarrhea, rashes, hives, and tingling of the tongue. These side effects are typically short lived and can usually be quickly relieved by adjusting or discontinuing the herbs you are taking.

In addition to the treatment process, part of our first few sessions will involve an ongoing evaluation of your healthcare needs. During this period, I will offer you my understanding of your current condition, recommendations regarding your treatment, and a treatment plan that we will follow. You should evaluate this information along with your opinions of whether you feel comfortable working with me. TCM treatment involves a collaborative effort on the part of the patient and the treater. If you have questions about the process, bring them up and we will discuss them. If your doubts persist, or you just don't feel that I am the right person to provide your healthcare, I will be happy to help you set up a meeting with another TCM professional for a second opinion or treatment.

Once an appointment is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. It is important to note that insurance companies do not provide reimbursement for cancelled sessions. When possible, I will try to find another time to reschedule cancelled appointments.

### **CONTACTING ME**

Due to my work schedule, I am often not immediately available by telephone. While I am usually in my office between 9:30AM and 3 PM Monday through Friday, I probably will not answer the phone when I am with a patient. When I am unavailable, my telephone is answered by my confidential voicemail that I monitor frequently. I will make every effort to return your call within -24- hours with the exception of weekends and holidays. If you are difficult to reach, please inform me of some times when you will be available. If you are unable to reach me and feel that you can't wait for me to return your call, contact your family physician or the nearest emergency room. For those times when I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## EXCEPTIONS TO CONFIDENTIALITY

- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, he/she automatically authorizes me to release any information relevant to that claim.
- Disclosures required by health Insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have reasonable cause to believe that a child with whom I have had contact has been abused I may be required to report the abuse. Additionally, if I have reasonable cause to believe that an adult with whom I have had contact has abused a child, I may be required to report the abuse. In any child abuse investigation, I may be compelled to turn over PHI. Regardless of whether I am required to disclose PHI or to release documents, I also have an ethical obligation to prevent harm to my patients and others. I will use my professional" judgment to determine whether it is appropriate to disclose PHI to prevent harm.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

Except in unusual circumstances that involve danger to yourself and others you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review

them in my presence, or have them forwarded to another Traditional Chinese Medical services professional so you can discuss the contents. If I refuse your request for access to your Clinical Record, you have a right of review, which I will discuss with you upon request.

### **DISCLOSURES TO INSURANCE COMPANIES**

You should also be aware that your contract with your health insurance company may require that I provide it with information relevant to the services that I provide to you. If you have an Oregon insurance policy with the state law requirement that by accepting policy benefits, you are deemed to have consented to examination of your Clinical Record for purposes of utilization review, quality assurance, and peer review by the insurance company, then I may provide clinical information to your insurer for such purposes. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

### **MINORS & PARENTS**

Patients under 14 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's treatment records. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, for children between 14 and 18, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree, during treatment, I will provide them only with general information about the progress' of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

**PROFESSIONAL FEES**

My fee is \$175.00 for the first appointment and \$85.00 for subsequent appointments. This fee covers all treatment procedures performed in my clinic during your appointment. Any herbs that I prescribe will be a separate charge. In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 05 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. [Because of the complexity of legal involvement, I charge \$300 per hour for preparation and attendance at any legal proceeding.]

Oregon law allows charges of \$25.00 for the first 1-10 pages copied, and 25 cents for each subsequent page. You will be expected to pay for each session at the time it is held, payment schedules for other professional services will be agreed to when they are requested.

I do not accept insurance in my practice, however I will give you a "Superbill" either at the end of each session, or monthly (as we determine) and you will be able to submit this to your insurance company.

Your signature below indicates that you have reviewed the information in this document and agree to abide by its terms during our professional relationship.

**Your signature below indicates that you have read this agreement and agree to its terms.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name