

### Welcome Letter from Texas Acupuncture Center

Dear New Patient,

Welcome to Texas Acupuncture Center. We are honored and delighted that you have chosen us as your Chinese Medicine Practice. We strive to provide a blend of proven ancient Chinese Medicine practices with cutting edge modern advancements, and are committed to your treatment being successful. We look forward to partnering with you to address your health concerns, and we will do all we can to ensure you achieve the most successful result possible for you.

The doctor-patient relationship requires both cooperation and mutual trust. We will strive to provide you with the best possible medical care, and ask that you participate in this effort to the best of your ability.

This welcome letter was prepared to acquaint you with the office policies Texas Acupuncture Center and answer questions you may have regarding our practice.

Acupuncture is a wonderful complement to Western medicine, but it is not a substitute for it. If you think you have a serious, undiagnosed problem, you need to see a primary care physician. We cannot diagnose and treat something really serious (of unknown origin). We can provide complementary care for conditions that require a physician's attention – for instance, we often treat patients for the side effects of chemotherapy. But we need you to take responsibility for your own health.

Many new patients want to know what to expect during acupuncture treatment. With the insertion of needles, you may feel certain sensations, some of which may be pleasant and others uncomfortable. You may feel a dull ache, tingling sensation local to the needle or elsewhere in the body, a sensation of fullness, energy moving through the body, relaxation, or a sensation of tightness. That is all normal. But if you feel anything sharp that is the needle and just let us

know. Also, after treatment you may feel grounded, relaxed, and possibly "spacey". That's normal with acupuncture.

During the intake, you will be asked many questions, some related specifically to your complaint and others seemingly unrelated. Traditional Chinese Medicine requires the entire person be taken into consideration so we can determine what is causing the condition or disease. We treat the whole person, not just the symptom.

**Follow Medical Advice.** A doctor's treatment or medication prescribed are only part of the program to keep you in good health. Medical advice is always given for your benefit, and your cooperation is essential. As with any medical treatment, healing with acupuncture is a process. Certain conditions may take time and are influenced by many factors. Over time, things should improve and if necessary, we will adjust your treatment plan as we proceed. Changes to your condition can happen faster than anticipated, so enjoy them!

### Ask questions whenever you do not understand your treatment or medical advice.

### Always report any problems you have with medications, herbs, or other treatment.

Different people react differently to the same treatment or drugs. It is possible for me to properly manage your care only if you tell me about difficulties you are having, or if medications are not effective or causing you discomfort.

**Keep Notes Following Treatment.** Remember to keep good mental or written notes as to the response to your treatment. This is important information for you to recognize progress and for you to communicate to your practitioner for optimum treatment strategy and for the practitioner to know if any adjustments must be made to your treatment plan.

Texas Acupuncture Center practitioners act as separate health care providers. Each practitioner is individually responsible for their own activities and are not providing health care services mutually or on each other's behalf. Texas Acupuncture Center may share health information as allowed by law or as permitted by you.

**Fragrance Free Zone**: Many of our patients are sensitive to smells. Please avoid/minimize wearing any perfume, cologne, or scented lotions to your appointment.

**Cell phones and Electronics**: Out of consideration for others, please completely turn off your mobile devices or put them in silent mode.

**Music/Sound:** We will/may have music playing; you may bring earplugs if the music bothers you or ask to turn down or off the music anytime. Please do not speak loudly. Keep voices down to a minimum to maintain a relaxing environment we provide.

### **Tips for Your Acupuncture Treatments**

- 1. Wear loose fitting clothes that can be easily rolled up above your elbows and knees. Also, you may need to expose your abdomen from your rib cage to the top of your hips, so avoid one piece suits or dresses.
- 2. Be sure you have eaten at least a light meal within a few hours prior to arriving.
- 3. Avoid alcohol on the day of your treatment.
- 4. Avoid overeating immediately before treatment. Being over-hungry increases the risk of nausea or dizziness.
- 5. Drink plenty of water and stay hydrated after your appointment
- 6. For best results, avoid strenuous activity immediately following a treatment. Set aside enough time so that you are not rushing to and from your visit. Physical strain immediately before or after acupuncture can weaken your body.
- 7. Keep a positive attitude and EXPECT positive results. As we follow through on your treatment plan, look for signs of improvement and take encouragement from them. Build an attitude that expects positive results and know that profound healing is possible. Your belief and expectation has an incredibly strong influence on your body, and is a key factor in healing.

### **Payment and Insurance and Cancellation Policy**

Payments: Payment is due at time of service

**Cancellation/Late Policy:** If you cancel or reschedule with less than 24-hour notice, or if you miss a booked appointment, you will be charged \$25 (Cupping), \$45 (Acupuncture), or \$75 (Facial Rejuvenation) for the appointment. If you are more than 10 minutes late to an appointment, the remainder of the time-slot may be given to another patient.

**Non-Refundable Payment Policy:** All services and herbs purchased are non-refundable. No refunds will be provided for the full or partial price for any used products or services

**Refund Policy on Pre-Paid Packages:** Refunds are acceptable for "discount prepayment packages". If you do not complete the "course of treatment" (example; 10 sessions) the discount no longer applies. When refunded you will be charged at full rate for each treatment you have used and be refunded the remainder.

**Insurance**: We currently accept Blue Cross Blue Shield of Texas

Thank you once again for selecting Texas Acupuncture Center for your care. Should you have any specific questions that have not been answered, please do not hesitate to ask.

Sincerely,

Texas Acupuncture Center 13150 Senlac Dr. Ste 170 Farmers Branch, TX 75234

Tel: (469) 930-1166

## HIPAA NOTICE OF PRIVACY PRACTICES & HIPAA ACKNOWLEDGEMENT

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This is your Notice of Privacy Practices from TEXAS ACUPUNCTURE CENTER. The Notice refers to TEXAS ACUPUNCTURE CENTER by using the terms "us", "we," or "our."

TEXAS ACUPUNCTURE CENTER keeps electronic health records (EHR) and applies reasonable safeguards to protect your Personal Health Information and privacy and has implemented the minimum necessary standard with regard to sharing your Personal Health Information. The minimum necessary standard limits how much protected health information is used, disclosed, and requested for certain purposes, and also reasonably limit who within the clinic has access to protected health information, and under what conditions, based on job responsibilities and the nature of the business.

We are required by law to maintain the privacy of Personal Health Information. We are required to provide this Notice of Privacy Practices to you by the privacy regulations issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and the California Confidentiality of Medical Information Act (CMIA).

This notice describes how we protect the Personal Health Information we have about you that relates to your medical information or Personal Health Information. Personal Health Information is medical and other information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services. (The HIPAA law uses the term "Protected Health Information" where we use "Personal Health Information.")

This Notice of Privacy Practices describes how we may use and disclose to others your Personal Health Information to carry out payment or healthcare operations and for other purposes that are permitted or required by law. It also describes your rights to access and control of your Personal Health Information.

We are required to abide by the terms of this Notice of Privacy Practices. We may change the terms of our notice at any time. The new notice will be effective for all Personal Health Information that we maintain at that time. This notice may also be revised if there is a material change to the uses or disclosures of Personal Health Information, your rights, our legal duties, or

other privacy practices stated in this notice.

Within 60 days of a material revision to this notice we will make available a copy of the revised notice at your place of treatment. Additionally, we will provide you with any revised Notice of Privacy Practices if you request that a revised copy be provided to you.

### How We May Use and Disclose Personal Health Information About You

The common reasons for which we may use and disclose your Personal Health Information are to process and review your requests for coverage and payments for benefits or in connection with other health related benefits or services in which you may be interested. The following describes these and other uses and disclosures and includes some examples.

For Treatment: We may use and disclose Personal Health Information to treat you. We will use and disclose your Personal health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with another provider. For example, we would disclose your Personal health information, as necessary, to a home health agency that provides care to you. We will also disclose Personal health information to other physicians who may be treating you. For example, your Personal health information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you. In addition, we may disclose your Personal health information from time-to-time to another physician or health care provider (e.g., a specialist or laboratory) who, at the request of your physician, becomes involved in your care by providing assistance with your health care diagnosis or treatment to your physician. Additionally, we may disclose your Personal Health Information to others who may assist in your care, such as your physician, therapists or medical equipment suppliers.

**For Payment**: We may use or disclose information for billing, claims management, collection activities, and obtaining payment under a contract for reinsurance and related healthcare data processing. For example, we may contact your health insurer to certify that you are eligible for benefits (and for what range of benefits), and we may provide your insurer with details regarding your treatment to determine if your insurer will cover, or pay for, your treatment. We may also use and disclose your Personal Health Information to obtain payment from third parties that may be responsible for such costs, such as family members. Also, we may use your Personal Health Information to bill you directly for services and items.

**For Healthcare Operation**: We may use or disclose, as needed, your Personal Health Information in order to support the business activities of your physician's practice. These activities include, but are not limited to, quality assessment activities, employee review activities,

training of staff, technicians, nurses, and other healthcare workers for teaching purposes, licensing, fundraising activities, and conducting or arranging for other business activities. We will share your Personal Health Information with third party "business associates" that perform various activities (for example, billing or transcription services) for our practice. Whenever an arrangement between our office and a business associate involves the use or disclosure of your Personal Health Information, we will have a written contract that contains terms that will protect the privacy of your Personal Health Information.

We may also use or disclose Personal Health Information to conduct or arrange for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs.

We may also use or disclose Personal Health Information for business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating an entity. We may also use and disclose Personal Health Information for the business management and general administrative activities of our practice (to the extent that such activities relate to functions that are covered under the federal HIPAA privacy laws.)

**For Treatment Alternatives**: We may use and disclose Personal Health Information to tell you about or to recommend possible treatment options or alternatives that may be of interest to you. You may request that these materials not be sent to you.

**For Appointment Reminders:** We may contact you to remind you about your appointment for services.

**For Fundraising Activities:** We may use or disclose your demographic information and the dates that you received treatment from your physician, as necessary, in order to contact you for fundraising activities supported by our office. If you do not want to receive these materials, you may request that these fundraising materials not be sent to you.

**For Health-related Benefits and Services**: We may use and disclose Personal Health Information to tell you about health-related benefits and services that may be of interest to you.

For Participation in the State of California Office of Health Information Integrity Health Information Exchange Program (HIE). Through our participation, your PHI may be accessed by other providers and health plans for the purposes of treatment, payment, or health care operations. All participants are required to maintain safeguards to protect the privacy and security of PHI.

**As Required By Law:** We will share your medical information when required to do so by federal, state or local law.

## Other Purposes For Which The Law Allows Us To Use Or Disclose Medical Information Without Your Written Authorization:

**Required By Law**: We may use or disclose your Personal health information to the extent that the use or disclosure is required by law. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. You will be notified, if required by law, of any such uses or disclosures.

**Public Health**: We may disclose your Personal health information for public health activities and purposes to a public health authority that is permitted by law to collect or receive the information. For example, a disclosure may be made for the purpose of preventing or controlling disease, injury or disability.

**Communicable Diseases**: We may disclose your Personal health information, if authorized by law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.

**Health Oversight**: We may disclose Personal health information to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws.

**Abuse or Neglect**: We may disclose your Personal health information to a public health authority that is authorized by law to receive reports of child abuse or neglect. In addition, we may disclose your Personal health information if we believe that you have been a victim of abuse, neglect or domestic violence to the governmental entity or agency authorized to receive such information. In this case, the disclosure will be made consistent with the requirements of applicable federal and state laws.

**Food and Drug Administration**: We may disclose your Personal health information to a person or company required by the Food and Drug Administration for the purpose of quality, safety, or effectiveness of FDA-regulated products or activities including, to report adverse events, product defects or problems, biologic product deviations, to track products; to enable product recalls; to make repairs or replacements, or to conduct post marketing surveillance, as required.

**Legal Proceedings**: We may disclose Personal health information in the course of any judicial

or administrative proceeding, in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), or in certain conditions in response to a subpoena, discovery request or other lawful process.

**Law Enforcement**: We may also disclose Personal health information, so long as applicable legal requirements are met, for law enforcement purposes. These law enforcement purposes include (1) legal processes and otherwise required by law, (2) limited information requests for identification and location purposes, (3) pertaining to victims of a crime, (4) suspicion that death has occurred as a result of criminal conduct, (5) in the event that a crime occurs on the premises where we are practicing, and (6) medical emergency where it is likely that a crime has occurred.

Coroners, Funeral Directors, and Organ Donation: We may disclose Personal health information to a coroner or medical examiner for identification purposes, determining cause of death or for the coroner or medical examiner to perform other duties authorized by law. We may also disclose Personal health information to a funeral director, as authorized by law, in order to permit the funeral director to carry out their duties. We may disclose such information in reasonable anticipation of death. Personal health information may be used and disclosed for cadaveric organ, eye or tissue donation purposes

**Research**: We may disclose your Personal health information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your Personal health information

**Criminal Activity**: Consistent with applicable federal and state laws, we may disclose your Personal health information, if we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. We may also disclose Personal health information if it is necessary for law enforcement authorities to identify or apprehend an individual.

Military Activity and National Security: When the appropriate conditions apply, we may use or disclose Personal health information of individuals who are Armed Forces personnel (1) for activities deemed necessary by appropriate military command authorities; (2) for the purpose of a determination by the Department of Veterans Affairs of your eligibility for benefits, or (3) to foreign military authority if you are a member of that foreign military services. We may also disclose your Personal health information to authorized federal officials for conducting national security and intelligence activities, including for the provision of protective services to the President or others legally authorized.

Workers' Compensation: We may disclose your Personal health information as authorized to comply with workers' compensation laws and other similar legally-established programs.

Inmates: We may use or disclose your Personal health information if you are an inmate of a

correctional facility and your physician created or received your Personal health information in the course of providing care to you.

Your Rights Regarding Personal Health Information We Maintain About You and How You May Exercise These Rights. You have the following rights with respect to your Personal Health Information that we maintain:

You Have The Right To Inspect And Copy Your Personal Health Information. This means you may inspect and obtain a copy of Personal health information about you for so long as we maintain the Personal Health Information within 7 days after receiving your written request. If your records are maintained in an electronic format (Electronic Health Records) you may obtain your medical record electronically. You may obtain your medical record that contains medical and billing records and any other records that your physician and the practice uses for making decisions about you. As permitted by federal or state law, we may charge you a reasonable copy fee for a copy of your records. If the copies provided are in an electronic form, we can only charge you for our labor costs.

You Have The Right To Request A Restriction Of Your Personal Health Information. This means you may ask us not to use or disclose any part of your personal health information for the purposes of treatment, payment or health care operations. You may also request that any part of your personal health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply.

Your physician is not required to agree to a restriction that you may request. If your physician does agree to the requested restriction, we may not use or disclose your personal health information in violation of that restriction unless it is needed to provide emergency treatment. With this in mind, please discuss any restriction you wish to request with your physician.

You have the right to request if you pay in cash in full (out of pocket) for your treatment, you can instruct us not to share information about your treatment with your health plan.

You Have The Right To Request To Receive Confidential Communications From Us By Alternative Means Or At An Alternative Location. We will accommodate reasonable requests. We may also condition this accommodation by asking you for information as to how payment will be handled or specification of an alternative address or other method of contact. We will not request an explanation from you as to the basis for the request.

You May Have The Right To Have Your Physician Amend Your Personal Health

**Information.** This means you may request an amendment of personal health information about you in a designated record set for so long as we maintain this information. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

You Have The Right To Receive An Accounting Of Certain Disclosures We Have Made, If Any, Of Your Personal Health Information. This right applies to disclosures for purposes other than treatment, payment or health care operations as described in this Notice of Privacy Practices. It excludes disclosures we may have made to you if you authorized us to make the disclosure, for a facility directory, to family members or friends involved in your care, or for notification purposes, for national security or intelligence, to law enforcement (as provided in the privacy rule) or correctional facilities, as part of a limited data set disclosure. The right to receive this information is subject to certain exceptions, restrictions and limitations.

You Have The Right To Obtain A Paper Copy Of This Notice From Us, Upon Request, Even If You Have Agreed To Accept This Notice Electronically.

You Have The Right To Ask For A Copy Of Your Electronic Medical Record In An Electronic Form.

You Have The Right To Receive Confidential Communications Of Personal Health Information. We will accommodate any reasonable request you might make to receive communications of Personal Health Information from us by alternative means or at alternative locations, if you clearly inform us in writing that the disclosure of all or part of that Personal Health Information could endanger you.

You Have The Right To Be Notified Of A Data Breach. We will keep your medical information private and secure as required by law. If any of your medical information which is acquired, accessed, used or disclosed in a manner that is not permitted by law we will notify you within 60 days following the discovery of a breach. If there has been any unauthorized acquisition, access, use, or disclosure of personal health information (PHI) unless it can be proved that the likelihood that the PHI has been compromised is low.

You Have The Right To Opt Out Of Fundraising Communications From Us And We Cannot Sell Your Health Information Without Your Permission.

**Your Authorization**: Certain uses of your medical data, such as use of patient information in marketing, require prior disclosure and your authorization. Uses and disclosures not described in this notice will be made only with your authorization. If you give your permission to use or share your Personal Health Information, you may cancel that permission, in writing, at any time.

If you cancel your permission, we will no longer use or share your medical information for the reasons covered by your written permission. We cannot take back any disclosures we have already made with your permission. We are required to keep records of the care that we provided to you.

### Your Right to File a Complaint To

The U.S. Department of Health and Human Services 200 Independence Avenue, S.W. Washington, D.C. 20201

Effective Date. This notice was published and becomes effective on September 28, 2020

Please Direct Questions to Texas Acupuncture Center (469) 930-1166

# NOTICE OF PRIVACY PRACTICES ACKNOWLEDGEMENT OF RECEIPT

Your signature on this document acknowledges that you have received a copy of TEXAS ACUPUNCTURE CENTER's Notice of Privacy Practices.

Our Notice of Privacy Practices provides you with information about how TEXAS ACUPUNCTURE CENTER may use or disclose your protected health information. The Notice also explains how you can access, amend, and restrict your protected health information.

We encourage you to read it in full.

TEL: (469) 930-1166

By signing/e-signing, I agree that I rea	d and understood my privacy rights in this Notice.
	Print Name
	_ Date of Birth
	_ Signature of Patient or legally authorized person)
	_ Date
TEXAS ACUPUNCTURE CENTER	
13150 SENLAC DR STE 170 FARMER	RS BRANCH, TX 75234

8

### INFORMED CONSENT TO RECEIVE TREATMENT AND CARE

For your protection and the protection of your physician, Texas laws give patients the right to know about the treatment they receive. Sometimes, good practice requires that we tell you about risks associated with treatment or the use of medication, as well as the limitations of both. You are always welcome to ask for more details if you wish.

TEXAS ACUPUNCTURE CENTER practices Traditional Chinese Medicine (TCM), Acupuncture, Chinese Herbal Medicine and Oriental Medicine, which is a Complementary and Alternative Medicine, also called "CAM". Each patient is treated as an individual and there is no "one size fits all" course of diagnosis or treatment. Texas Acupuncture Center practitioners will consider CAM modalities, possibly recommending one or more practices, diagnostics, or remedies.

The CAM practices utilized may include, but are not limited to, one or more of the following: acupuncture; dietary supplements; herbal remedies; exercise; lifestyle counseling; medicinal use of nutrition; massage; cupping; gua sha; (scraping therapy); moxibustion; stretching; physical manipulation; electrical muscle stimulation; mind-body techniques; needle retention; tuina (Chinese manipulation); electrical, laser, and/or magnetic stimulation; micropuncture (mild bleeding therapy); diagnostic palpation on various areas of my body; and other energy therapies.

I understand that the diagnosis given to me conforms to the principles of TCM and in no way purports to replace allopathic (western) medical evaluation, diagnosis or treatment.

I have provided a full history and description of complaints and health status which is complete and accurate. I understand that the need for communication with all of my health care providers regarding my health status is ongoing and necessary.

I understand that no guarantee has been made concerning the use and effects of TCM. I understand that in some cases, symptoms may relapse or intensify temporarily during the course of treatment before relief is sustained

Different people react differently to the same treatment or drugs. I understand it is only possible for my physician to properly manage my care only if I communicate any difficulties I am having, or if medications are not effective or causing me discomfort.

I understand that I may stop treatment at any time.

I understand that while this document describes the major risks of treatment, other side effects and risks may occur.

Acupuncture: I understand that it is a technique using small, sterile, stainless needles inserted at specific points in the body, causing a positive response in order to correct various ailments. Only disposable needles are used. The location of the application of the needles and the depth of the needle insertion is determined by the nature of the problem. I understand that the application of these needles may be accompanied by a brief painful sensation, and that there is a slight

possibility of minor swelling, bleeding, discoloration of the skin, hematoma, a bruise at the needling site or fainting. Momentary euphoria or lightheadedness may occur after acupuncture treatment. The attending acupuncturist can easily handle any immediately reported problems that arise from the acupuncture treatment, and the possibility of minor problems need not be a cause of concern. Some very rare risks of acupuncture include pneumothorax and infection. Burns and/or scarring are a potential risk of indirect moxibustion. Rarely, massage and bodywork may cause a temporary increase of symptoms or new symptoms may present.

<u>Moxibustion</u>: I understand is the application of indirect heat supplied by burning the herb Folium Artemisiae Vulgaris (commonly known as mugwort) over a single acupuncture point or a group of points. This generally produces a pleasurable sensation of relaxation. The area being treated may remain red and warm for several hours after treatment. In rare incidents, a minor burn may occur at the site of moxibustion. The attending acupuncturist can readily address this.

<u>Cupping</u>: I understand it uses round vacuum cups over a large muscular area, such as the back, to enhance blood circulation to the designated area. This method may produce a deep redness, discoloration and on rare occasions, a minor blister which may persist for up to a week. These marks may resolve on their own and are not indications of complications or injuries.

Qi Gong: Chinese for "energy work", I understand it is a non-invasive healing modality that predates the use of acupuncture needles, and incorporates the same therapeutic basis as acupuncture.

<u>Acupressure/Tui-Na Massage</u>: I understand that I may also be given acupressure/tui-na massage as part of my treatment to modify or prevent pain perception and to normalize the body's physiological functions. I am aware that certain adverse side effects may result from this treatment. These could include, but are not limited to: bruising, sore muscles or aches, and the possible aggravation of symptoms existing prior to treatment. I understand that I may stop the treatment if it is too uncomfortable.

Herbs and Nutritional Supplements: I understand that substances from the Oriental Materia Medica may be recommended to me to treat bodily dysfunction or diseases, to modify or prevent pain perception, and to normalize the body's physiological functions. Herbs are used to facilitate the body's own restorative process. The herbs are usually taken in tea form by boiling dried plants in their natural form and reducing to granules. Chinese herbal teas tend to taste bitter because they are made mostly from roots and barks. I understand that I am not required to take these substances but must follow the directions for administration and dosage if I do decide to take them.

I understand that recommended herbs are traditionally considered safe in the practice of TCM, although some may be toxic in large doses. I understand that some herbs and dietary supplements are inappropriate during pregnancy, may interact with medications or other supplements, may have side effects of their own, or may contain potentially harmful ingredients not listed on the label. I also understand that most supplements have not been tested in pregnant women, nursing mothers, or children. Potential risks include but are not limited to: allergic reactions, nausea, gas, stomachache, vomiting, headache, diarrhea, rash, hives and tingling of the tongue. Some

possible side effects of applying topical creams, liniments, ointments and plasters are rashes, hives and tingling of the skin. I will immediately notify my TEXAS ACUPUNCTURE CENTER practitioner of any unanticipated or unpleasant effects associated with the consumption of herbal teas, tinctures, topical creams, or patent (pill form) medicines.

I understand that TEXAS ACUPUNCTURE CENTER practitioners cannot be expected to be able to anticipate and explain all risks and complications. I understand and agree that my physician will exercise judgment during the course of treatment which they feel at the time, based on the facts know then, is in the best interest of me as the patient. Medicine is very complex. New research and experience constantly provide beneficial changes in diagnosis and treatment. Although every practitioner wishes to do their best, no practitioner can guarantee a cure or promise a perfect result in every case.

<u>Contraindications</u> for acupuncture treatment and certain herbs include a history of a bleeding disorder or current anticoagulant therapy, an implanted pacemaker or prosthetic heart valve, use of certain medications, and/or pregnancy.

<u>Potential benefits</u> of treatment include but are not limited to: restoration of health and the body's maximal functional capacity without the use of drugs or surgery; relief of pain and symptoms of disease; assistance in injury and disease recovery; and prevention of disease or its progression.

<u>Notice to pregnant women</u>: All female patients must alert the TEXAS ACUPUNCTURE CENTER practitioner if they know or suspect that they are pregnant as some of the therapies used could present a risk to the pregnancy.

<u>Privacy</u>: I understand that a record will be kept of the health services provided to me. This record will be kept confidential and will not be released to others unless so directed by myself, or my representative, or unless it is required by law.

I understand that TEXAS ACUPUNCTURE CENTER practitioners act as separate health care providers. Each provider is individually responsible for its own activities. This includes complying with privacy laws and all health care services it provides. TEXAS ACUPUNCTURE CENTER practitioners are not providing health care services mutually or on each other's behalf. Texas Acupuncture Center providers may share health information as allowed by law or as permitted by me.

I understand that TEXAS ACUPUNCTURE CENTER applies reasonable safeguards to protect my Personal Health Information, however, due to the size of the clinic and the semi-private rooms, I understand that an incidental disclosure may occur.

<u>Cancellation Policy</u>: Late cancellation is within 24 hours of a booked appointment. I understand if I cancel with less than 24-hour notice, or if I miss a booked appointment, I will be charged the full price for the appointment. I also understand that if I am more than 15 minutes late to an appointment, the remainder of the time-slot may be given to another patient.

<u>Non-Refundable Payment Policy</u>: I understand that all services and herbs purchased are non-refundable. No refunds will be provided for the full or partial price for any unused services, packages or gift certificates purchased.

## **Patient Authorization and Consent for Treatment**

I hereby state that I have read and understand this form, that I have been given an opportunity to ask questions, and that all questions have been answered in a satisfactory manner; and I understand that I am free to withdraw my consent to treatment at any time, and that this consent will remain in effect until such time that I make known that I choose to terminate it. I intend this consent form to cover the entire course of treatment for my present condition and for any future condition(s) for which I seek treatment.

TEXAS ACUPUNCTURE CENTER
Patient Name
Signature of Patient(or Person Authorized to Consent)
Date

## **Notification Form Regarding Evaluation of Patient by Physician**

In the state of Texas, acupuncture and Oriental medicine is not considered "primary health care". As a result, Texas Acupuncture Center is required to have you respond affirmatively to the following statements before you may be treated. Please be advised that we will not be permitted to treat you with acupuncture if your response to all of these statements is no.

(Pursuant to the requirements of section 183.10 (a) (11) of this title and section 205.302 V.A.C>S article 4495b, governing the practice of acupuncture)

I (patient's name)
am notifying Texas Acupuncture Center of the following:
YesNo I have been evaluated by a physician, dentist, or nurse practitioner, for the condition being treated within 12 months before the acupuncture was performed. I recognize that I should be evaluated by a physician or dentist for the condition being treated by the acupuncturist.
OR
Yes_No I have received a referral from my chiropractor within the last 30 days
for acupuncture. The date of the referral is, and the most recent date of treatment prior to acupuncture treatment is
After being referred by a chiropractor, if after 120 days or 30 treatments, whichever comes first, no substantial improvement occurs in the condition being treated, I understand that the
acupuncturist is required to refer me to a physician. It is my responsibility and choice whether to follow this advice.

I have not been evaluated by a physician or dentist for the condition being treated, nor have I received a referral from a chiropractor, but I seek treatment for symptoms related to one or

OR

more of the following conditions:

Date	
o a physician. It is my responsibility and choice to follow	7
Date	
Date	
	o a physician. It is my responsibility and choice to follow  ———— Date ————

Texas Acupuncture Center is not responsible for untrue statements made by patients.