



HERBS & ACUPUNCTURE CLINIC

Protect Your Health!

Hello!

Thank you for choosing Herbs & Acupuncture Clinic.

I'm on a mission to protect your health with through purposeful and research-backed treatment plans based in the ancient wisdom of traditional Chinese medicine. This consists of the following key elements:

- Provide a comfortable and safe environment to discuss your health concerns.
- Recognizing that you are unique and require an individualized treatment plan.
- Ensure treatments are carried out with kindness, integrity, and respect.
- Keep up to date with advances in Chinese herbal medicine and acupuncture treatments.

At your first acupuncture visit, I will take the time to get to know you and discuss your health concerns and goals. This includes a comprehensive initial intake to gather information for your individualized treatment plan. The initial intake and treatment will take approximately 90 minutes.

Attached you will find new patient forms. Please fill these out and bring them with you to your first appointment.

Again, thank you for your interest in Herbs & Acupuncture Clinic, and I look forward to visiting with you.

Warm Regards,

Caitlin R. Dilli, L.Ac.

Licensed Acupuncturist and Herbalist



HERBS & ACUPUNCTURE CLINIC

PATIENT NAME:

Colorado Mandatory Disclosure Statement

Herbs & Acupuncture Clinic, LLC
Caitlin R. Dilli, L.Ac.
610 Sherman Street
Fort Morgan, CO
80701 (303) 349-4575

Education and Experience

Caitlin R. Dilli earned her B.A. in Biology from Willamette University in May 2010. She continued her education to earn an M.S. in Traditional Chinese Medicine from the Colorado School in Traditional Chinese Medicine in August 2013. This three year program consists of 2,850 hours of education including at least 795 hours of clinical practice in acupuncture and herbal medicine. Caitlin's training includes adjunct therapies such as moxibustion, tui na, cupping, auriculotherapy, and dietary and lifestyle recommendations.

Caitlin is certified as a Diplomat in Oriental Medicine by the National Certification Commission for Acupuncture and Oriental Medicine (NCCAOM) in August 2013. This includes certification in Clean Needle Technique, acupuncture, and Chinese herbology. She is a member of the Acupuncture Association of Colorado, the American Association of Acupuncture and Oriental Medicine, the Society for Acupuncture Research, and the American Academy of Pain Management. She is a licensed acupuncturist in Colorado. None of these licenses, certifications, or registrations have ever been suspended or revoked.

Herbs & Acupuncture Clinic, LLC complies with the rules and regulations promulgated by the Colorado Department of Health, including proper cleaning and sterilization of needles and the sanitation of acupuncture offices. Only single-use, disposable, factory sterilized needles are utilized.

Fee Schedule

Initial acupuncture (90 minutes)	\$90 + price of herbs
Follow up acupuncture (60 minutes)	\$65 + price of herbs
Short Acupuncture (30 minutes)	\$30 + price of herbs
Auricular Acupuncture (30 minutes)	\$15
Cosmetic Acupuncture (60 minutes)	\$90 + price of herbs

Patient's Rights

- The patient is entitled to receive information about the methods of therapy, the techniques used, and the duration of therapy, if known.
- The patient may seek a second opinion from another healthcare professional or may terminate therapy at any time.
- In a professional relationship, sexual intimacy is never appropriate and should be reported to the Director of the Division of Registrations in the Department of Regulatory Agencies.

The practice of acupuncture is regulated by the Director of Registrations, Colorado Department of Regulatory Agencies. If you have comments, questions, or complaints, contact the Acupuncturists Registrations Office, 1560 Broadway, Suite 1350, Denver, CO, 80202. Telephone (303) 894-2440.

PATIENT SIGNATURE:

DATE:

(or patient representative) indicate relationship with patient:

FOR YOUR PERSONAL RECORDS

Notice of Privacy Policy

This notice describes Herbs & Acupuncture Clinic's policy for how medical information about you may be used and disclosed, how you can get access to this information, and how your privacy is being protected.

The Health Insurance Portability and Accountability Act of 1996 (HIPPA): HIPPA is a federal program that requires all medical records and other individually identifiable health information used or disclosed by Herbs & Acupuncture Clinic to be kept confidential. This act provides the patient rights to understand and control how your health information is used. HIPPA provides penalties for covered entities that misuse personal health information.

Herbs & Acupuncture Clinic's Responsibility: We respect our legal obligation to keep health information that identifies you private. As obligated by law, this is an explanation of how Herbs & Acupuncture Clinic maintains the privacy of your health information and how your health information may be used and disclosed. Herbs & Acupuncture Clinic does not use your health information without your written permission. In some limited cases, the law may require Herbs & Acupuncture Clinic to disclose your health care information without written or verbal consent.

Safeguards in place at Herbs & Acupuncture Clinic include:

- Limited access to facilities where information is stored
- Policies and procedures for handling information
- Requirements for third parties to contractually comply with privacy laws
- All medical files and records (including email, regular email, telephone, and faxes sent) are kept on permanent file

Use and Disclosure With Consent: Herbs & Acupuncture Clinic will ask you to sign a consent form allowing us to use and disclose your health information for purposes of treatment, payment, and healthcare operations. Treatment can be stopped with refusal to sign this form.

Herbs & Acupuncture Clinic is permitted to use and disclose health information to a family member or other personal representative to the extent necessary for treatment or payment related to your health care. In addition, Herbs & Acupuncture Clinic may use your confidential information to remind you of appointments by emailing you, mailing you, or leaving you messages at home. Any other uses and/or disclosures will be made only with your written consent.

Use and Disclosure Without Consent: In some limited situation, the law requires Herbs & Acupuncture Clinic to use and disclose your health information without your permission. These examples include: when state or federal mandates certain health information be reported for a specific purpose, for public health purposes (contagious diseases), disclosures to government authorities about victims or suspected abuse, neglect, or domestic violence, uses and disclosures for health oversight activities (violation of health care laws), disclosures in response to subpoenas of orders of the court, disclosures for law enforcement purposes (victim of a crime), and disclosure related to worker's compensation programs.

Types of Information Gathered and Used: In administering your health care, Herbs & Acupuncture Clinic gathers and maintains information in the following ways:

- Received from you
- Your financial transactions with Herbs & Acupuncture Clinic
- From your medical history, treatment notes, all test results, and any letters, faxes, emails or telephone conversations to or from other health care practitioners.
- From health care providers, insurance companies, workman's comp and your employer, and other third party administrators (e.g. requests for medical records, claim payment information).

Patient's Rights Regarding Their Health Information: You have the following rights with respect to your protected health information, which you can exercise in writing to Herbs & Acupuncture Clinic.

- Protected health information is used for the purposes of treatment, payment, and healthcare operations.
- Herbs & Acupuncture Clinic has a copy of the Notice of Privacy Practice and the patient has the opportunity to review this notice.
- Upon written request, you have the right to access, review, or receive copies of your healthcare records.
- Ability to request additional restrictions on your protected health information.
- Ability to file a formal complaint with the Secretary of the US Department of Health and Human Services in the event you feel your privacy rights have been violated.

Herbs & Acupuncture Clinic respects your right to privacy. If you have any questions about our privacy guidelines, please call (303) 349-4575, or visit at 610 Sherman Street, Ft. Morgan, CO 80701.

PATIENT NAME:

Acknowledgement of Notice of Privacy Policy and Consent

With my consent, Herbs & Acupuncture Clinic may use and disclose protected health information about me to carry out treatment, payment, and healthcare operations. Please refer to Herbs & Acupuncture Clinic’s Notice of Privacy Policy for a more complete description of such uses and disclosures. I have the right to review the Notice of Privacy Practices prior to signing this consent.

With my consent, Herbs & Acupuncture Clinic may call my home or any other designated location and leave a message on voicemail or in person in reference to any items that assist the practice in carrying out treatment, payment, and healthcare operations, such as appointment reminders and any call pertaining to my clinical care, including laboratory results.

With my consent, Herbs & Acupuncture Clinic may mail to my home or other designated location any items that assist the practice carrying out treatment, payment, and healthcare operations, such as appointment reminder cards and patient statements as long as they are marked as personal and confidential.

With my consent, Herbs & Acupuncture Clinic may email me appointment reminders and patient’s statements. I have the right to request that Herbs & Acupuncture Clinic restrict how it uses and discloses my protected health information to carry out treatment, payments, and healthcare operations.

NOTICE: By signing this form, I am consenting Herbs & Acupuncture Clinic’s use and disclosure of my protected health information to carry out treatment, payments, and healthcare operations. I acknowledge that I have read a copy of the Notice of Privacy Policy and fully understand this consent form.

I may revoke my consent in writing except to the extent that the practice has already made disclosures in reliance upon my prior consent. If I do not sign this consent, Herbs & Acupuncture Clinic may decline to provide treatment to me.

PATIENT SIGNATURE: DATE:

(or patient representative) indicate relationship to patient:

PATIENT NAME:

Acupuncture Informed Consent to Treat

I hereby request and consent to the performance of acupuncture treatments and other procedures within the scope of the practice of acupuncture on me (or on the patient named below, for whom I am legally responsible) by the acupuncturist indicated below and/or other licensed acupuncturists who now or in the future treat me while employed by, working or associated with or serving as back-up for the acupuncturist named below, including those working at the clinic or office listed below or any other office or clinic, whether signatories to this form or not.

I understand that methods of treatment may include, but are not limited to, acupuncture, moxibustion, cupping, electrical stimulation, tui-na (Chinese massage), Chinese herbal medicine, and nutritional counseling. I understand that the herbs may need to be prepared and the teas consumed according to the instructions provided orally and in writing. The herbs may have an unpleasant smell or taste. I will immediately notify a member of the clinical staff of an unanticipated or unpleasant effects associated with the consumption of the herbs.

I have been informed that acupuncture is a generally safe method of treatment, but that it may have some side effects, including bruising, numbness, or tingling near the needling sites that may last a few days, and dizziness or fainting. Burns and/or scarring are a potential risk of moxibustion and cupping, or when treatment involves the use of heat lamps. Bruising is a common side effect of cupping. Unusual risks of acupuncture include spontaneous miscarriage, nerve damage, and organ puncture, including lung puncture (pneumothorax). Infection is another possible risk, although the clinic uses sterile disposable needles and maintains a clean and safe environment.

I understand that while this document describes the major risks of treatment, other side effects and risks may occur. The herbs and nutritional supplements (which are from plant, animal, and mineral sources) that have been recommended are traditionally considered safe in the practice of Chinese medicine, although some may be toxic in large doses. I understand that some herbs may be inappropriate during pregnancy. Some possible side effects of taking herbs are nausea, gas, stomachache, diarrhea, vomiting, headache, rashes, hives, and tingling of the tongue. I will notify a clinical staff member who is caring for me if I am or become pregnant.

While I do not expect the clinical staff to be able to anticipate and explain all possible risks and complications of treatment, I wish to rely on the clinical staff to exercise judgment during the course of treatment which the clinical staff thinks at the time, based upon the facts then known, is in my best interest. I understand that results are not guaranteed.

I understand the clinical and administrative staff 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.

NOTICE: By signing below, I show that I have read, or have had read to me, the above consent to treatment, have been told about the risks and benefits of acupuncture and other procedures, and have had an opportunity to ask questions. I intend this consent form to cover the entire course of treatment for my present condition and for any further condition(s) for which I seek treatment.

PATIENT SIGNATURE:

DATE:

(or patient representative) indicate relationship to patient:

PATIENT NAME:

Arbitration Agreement

Article 1: Agreement to Arbitrate: It is understood that any dispute as to medical malpractice, including whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently, or incompletely rendered, will be determined by submission to arbitration as provided by state and federal law, and not by a 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, as to whether this agreement is unconscionable, and any procedural disputes, 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 or relating to treatment or services provided by the health care provider, including any heirs or any 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 health care provider and/or other licensed health care providers, preceptors, or 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 health care provider, including those working at the health care provider's clinic or office or any other clinic or office whether signatories to 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 the health care provider's associates, association, corporation, partnership, employees, agents, and estate must be arbitrated, including without limitation, claims to loss of consortium, wrongful death, emotional distress, injunctive relief, or punitive damages. This agreement is intended to create an open book account unless and until revoked.

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 incurred 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 a 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 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.

Article 6: Retroactive Effect: If patient intends this agreement to cover services rendered before the date it is signed (for example, emergency treatment), patient should initial here: _____. Effective as of the date of first professional services.

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.

NOTICE: By signing below, I agree to have any issue of medical malpractice decided by neutral arbitration, and I am giving up my right to a jury or court trial. See Article 1 of this contract.

PATIENT SIGNATURE:

DATE:

(or patient representative) indicate relationship if signing for patient:

Medical History

- cancer
- bleeding disorders
- heart disease
- diabetes
- transmittable diseases
- history of family illness
- sleep disorder
- fatigue
- shortness of breath
- edema
- pain

Head/Eyes/Ears/Nose/Throat

- headache
- migraine
- blurry or impaired vision
- eye dryness or pain
- ear ringing
- recurrent sore throat

Lifestyle

Check if the following applies to you: restricted diet restricted exercise program maintain an exercise regimen
 Check the products that are used: cigarettes alcohol coffee tea soft drinks recreational drugs
 How often are these products used in a week?

Digestion

- heartburn
- gallbladder issues
- discomfort after eating
- nausea or vomiting
- constipation
- loose stools

Genito-urinary

- bladder or kidney infections
- painful urination
- kidney stones
- unable to hold urine
- urgency with urination
- low or high libido
- hemorrhoids

Neurological / Behavioral

- stroke
- poor memory
- difficulty concentrating
- poor balance
- dizziness
- anxiety
- panic attacks
- irritability
- depression

Gynecological

- PMS
- endometriosis
- infertility
- irregular periods
- light periods
- heavy periods
- fibroids
- breast lumps
- pregnant

Please record other aspects of your health you believe were missed:

How did you hear about Herbs & Acupuncture Clinic?

- Referral, name:
- Website Walking by Other, how:

NOTICE: By signing below, I acknowledge that I have provided Caitlin R. Dilli, L.Ac. with all medical information regarding my current health status. I understand that the services received are not treatments for any medical emergencies or conditions. I also understand that no statement of the acupuncture provider is intended as a medical diagnosis, nor is it considered as such.

PATIENT SIGNATURE:	DATE:
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(or patient representative) indicate relationship with patient: