

Consent to Treatment

I authorize Reza Sharifi CCH, HMA /Todd Rowe MD, MD(H), CCH, DHT to treat my medical conditions and to order diagnostic tests as needed. I recognize that the treatments I receive may include homeopathic nutrient, herbal, integrative, alternative, preventive and/or conventional (allopathic) therapies. This consent is intended to provide an opportunity for you to make an informed decision so that you may give or withhold your consent to treatment that may be considered alternative by physicians trained in the United States.

I understand that:

- The safety and efficacy of alternative therapies has not always been established with controlled studies to the satisfaction of conventional medicine
- Side effects to homeopathic treatment (although uncommon) may include temporary worsening of present symptoms (aggravations) or temporary development of new symptoms (proving symptoms)
- No claim to cure has been made to me
- Reza Sharifi CCH, HMA /Todd Rowe MD, MD(H), CCH, DHT will NOT be providing hospital or emergency care for me from this clinic
- The therapies I receive will complement the care I receive from my primary care physician, and will not replace such care.
- Dr. Rowe is the supervising physician Reza Sharifi CCH, HMA

I realize I have sought care from Reza Sharifi CCH, HMA /Dr. Rowe and his associates and they have explained fully in detail the services I am choosing to get today. Interactions, reactions and side effects have been fully explained to me regarding the treatments I am receiving today, conventional or non-conventional.

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

Patient Name (please print)

Patient or Guardian Signature

Date

Reza Sharifi, CCH, HMA / Todd Rowe, MD, MD(H)
American Medical College of Homeopathy
(Active Homeopathy, LLC)
1951 W. Camelback Rd., Suite 300, Phoenix, Arizona 85015

Please review the following information carefully. Please pay particular attention to the Appointment section and associated fees. If there is any question or concern please bring it to my attention so we can discuss and clear any confusing issues:

1) HOMEOPATH-PATIENT SERVICES AGREEMENT

This document (the Agreement) contains important information about professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

2) PROCEDURES AND POLICIES FOR THE AMERICAN MEDICAL COLLEGE OF HOMEOPATHY PRACTITIONER-PATIENT RELATIONSHIPS

a. DESCRIPTION:

The American Medical College of Homeopathy allows new homeopathic practitioners to gain experience taking homeopathic cases either with or without an experienced homeopath supervising the new practitioner's case.

Dr. Todd Rowe, MD, MD(H), works with all homeopathic practitioners to help them learn the fundamentals of homeopathy. All of the practitioners will have had a minimum of 250 hours of homeopathic training before being invited to participate in this case taking.

Homeopathic Practitioner asks all new patients to pay a deposit in the amount of \$100 to hold their place when an appointment has been scheduled. The deposit is refundable up until one week prior to the scheduled appointment. If a payment is not received before your appointment, then your appointment will be cancelled and given to someone else.

Homeopathic Practitioner asks all patients to **pay at the time of visit** including those covered by Medicare and Workman's Compensation. The office can provide the necessary insurance forms for you to use for possible reimbursement by your insurance company. Insurance companies will not reimburse for visits where the physician is not present. Insurance companies typically do not reimburse fees for visiting an HMA (Homeopathic Medical Assistant).

If no arrangement or payment is made, and account is then referred for collections, the patron will pay all reasonable collection fees and legal costs incurred.

b. APPOINTMENTS:

- Initial appointments as well as follow up appointments should be scheduled directly with your Homeopathic practitioner.
- An offered appointment via telephone or email will be kept for 3 days. If the appointment is not accepted within the 3 days grace period it cannot be held. It becomes the patient's responsibility to contact the practitioner and make the next appointment.

c. FOLLOW UP APPOINTMENTS

- After the initial appointment you will need to schedule a follow up appointment. This appointment is between 2-8 weeks after the first visit. It is important that this appointment is kept.
- The follow-up can be conducted over the phone when in person attendance is not possible or practical. The fees for follow-up over the phone is the same as when attending in person.
- If the practitioner needs more information after the first appointment (initial consultation) he/she may have a follow-up meeting to further elicit information before a remedy can be prescribed. For this visit there will not be any charges for the patient.

d. PHONE CONSULTATIONS:

Fees are charged for phone consultations under the following conditions:

- 1) When specific medical prescriptions or recommendations are made.
- 2) For acute conditions such as colds, flu, etc.
- 3) The call exceeds ten minutes (the fee is \$15 for every ten minutes of time).

Fees are not charged for phone calls made to clarify issues discussed during an office visit, questions concerning treatment or brief progress reports on the effectiveness of treatment.

e. FEE SCHEDULE:

New Homeopathic Comprehensive Evaluation / Consultation: \$300.00
Follow-up Visit in office (any): \$ 90.00
Follow-up over the phone: \$ 90.00

Please note that **all fees are due at the time of visit** by check, cash VISA or MasterCard. A credit card or debit card number is required to keep on file. If payment is not made at the time of visit your card will be charged after **5 calendar days** (for clients who live in metro Phoenix, and **10 calendar days** for those who live out of metropolitan Phoenix area and other states) from the visit date if a check is not received by the number of days lapsed. You will be notified that your card was charged for the fees owed.

PHARMACY

Please refer to pharmacy to obtain prices for Remedies.

f. CANCELING APPOINTMENTS:

Initial or Follow-up appointments may be canceled up to 72 hours (3 days) before a scheduled visit. When less notice is given or if an appointment is missed, the following fees will be charged:

New Homeopathic Comprehensive Evaluation / Consultation: \$300.00

Follow ups (any): \$ 90.00

For no shows, a full charge will be asked. Note that these fees must be paid before your next appointment. Insurance companies do not cover missed appointment fees. You will have to pay these yourself.

g. LATE ARRIVALS:

We make every effort to remain on schedule so that patients are not inconvenienced. Please be on time. If you are late, the visit will be shortened or may have to be rescheduled.

h. INITIAL DEPOSIT:

An initial deposit equivalent to \$100.00 is required to secure the appointment..

3) CONCERNS AFTER HOURS AND EMERGENCIES:

After the initial consultation, questions and concerns should be addressed to your homeopathic practitioner.

In emergency situations please use common sense. If the condition is life threatening or it becomes severe, please take one of the following precautions:

- 1) Contact your local family practice physician
- 2) Contact your local hospital emergency room

Please follow the medical advice you are given by these people. Homeopathic medicines do not interfere with standard medical treatment.

4) LIMITS ON CONFIDENTIALITY

The law protects the privacy of all communications between a patient and a physician. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- I may occasionally find it helpful to consult other health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my patient. The other professionals are also legally bound to keep the information confidential. If you do not object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Policies and Practices to Protect the Privacy of Your Health Information).
- You should be aware that I practice with other health professionals and that I employ administrative staff. In most cases, I need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the health professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

5) PATIENT RIGHTS

HIPAA provides you with rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

6) MINORS & PARENTS

Patients under 18 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.

7) BILLING AND PAYMENTS

Your initial and follow up homeopathic visits with Reza Sharifi will be at aforementioned fees (please see section 2) . You will be expected to pay for any homeopathic remedies you use. A prescription from your homeopath may be required. You can make arrangements to pick up your prescription at the American Medical College of Homeopathy (AMCH) Pharmacy, 1951 W. Camelback Road, Suite 300, Phoenix, AZ 85015 by calling 602- 347-7951. When the pharmacy is closed, you can contact the AMCH receptionist at 602-347-7950. If you choose, the remedy can be mailed to you.

Payment schedules for professional services will be agreed to when they are requested. [In circumstances of unusual financial hardship, practitioner may be willing to negotiate a fee adjustment or payment installment plan.]

If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. [If such legal action is necessary, its costs will be included in the claim.]

8) INSURANCE REIMBURSEMENT

If you have a health insurance policy, it is your responsibility to ensure you will be reimbursed prior to utilizing my services. You (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what health services your insurance policy covers.

- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
 - There are some situations where I am permitted or required to disclose information without either your consent or Authorization:
- If you are involved in a court proceeding and a request is made for information concerning the professional services I provided you, I may be required to disclose information to a court in response to a subpoena or search warrant. You will receive advance notice about this disclosure in most situations so that you will have a chance to object to sharing your medical information. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them.
- 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, and I am providing services related to that claim, I must, upon appropriate request, provide appropriate reports to the Workers Compensation Commission or the insurer.
 - There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect your or others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.
- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.
- If a patient communicates an explicit threat of imminent serious physical harm to a clearly identified or identifiable victim, and I believe that the patient has the intent and ability to carry out such threat, I must take protective actions that may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.
- If I have reason to believe that a child under 18 whom I have interviewed is or has been the victim of injury, sexual abuse, neglect or deprivation of necessary medical treatment, the law requires that I file a report with the appropriate government agency, usually the Office of Child Protective Services. Once such a report is filed, I may be required to provide additional information.
- If I have reason to believe that any adult patient who is either vulnerable and/or incapacitated and who has been the victim of abuse, neglect or financial exploitation, the law requires that I file a report with the appropriate state official, usually a protective services worker. Once such a report is filed, I may be required to provide additional information.
- 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.

9) PROFESSIONAL RECORDS

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. Except in unusual circumstances that involve danger to yourself and/or others or where information has been supplied to me confidentially by 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. If I refuse your request for access to your records, you have a right of review, which I will discuss with you upon request.

We reserve the right to change this Agreement and to make the new provisions effective for all medical information we maintain. If we change these practices, we will publish a revised Homeopath-Patient Services Agreement. You should also be aware that your contract with your health insurance company requires that a MD provide it with information relevant to the services that were provided to you. The homeopathic practitioner does not provide clinical diagnosis or additional clinical information. Homeopathic practitioner can provide treatment plans or summaries, or copies of your entire Clinical Record. In such situations, if required the practitioner 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.

Acknowledgment of Receipt of Privacy Notice (HIPAA)

Original to be maintained in Patient's permanent medical record.

I acknowledge that I have received a copy of the office's Notice of Privacy Practices for Protected Health Information (HIPPA).

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

Please provide a credit card (Visa or Master card. **American Express NOT accepted**) or debit card number below. This information will be kept on file. Please refer to paragraph "2.e Fee Schedule" for full description and reason for requiring this information:

Card Type	Card Number	Expiration date	Name on Card
Example: VISA debit	1234 5678 9101 1213	01/2012	Joe Smith

Please print Name

Patient or Legally Authorized Individual Signature

Date

Relationship to Patient:

Self Parent Legal Guardian Personal Representative

Other (please specify): _____