QI MOVER

**Dr. Julie Grodsky, DACM, L.Ac.**
ACUPUNCTURE · BODYWORK · MOVEMENT
North County San Diego, California
hello@qimover.co · qimover.co

# PATIENT AGREEMENTS

Three documents in one packet: the Physician-Patient Arbitration Agreement, the Notice of Privacy Practices with its acknowledgement, and the Consent for Cupping and Gua Sha. Please read each one, ask any questions, and sign where indicated.

01 — PHYSICIAN-PATIENT ARBITRATION AGREEMENT

## ARBITRATION AGREEMENT

### ARTICLE 1. AGREEMENT TO ARBITRATE

**It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process, except as California 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 the intention of the parties that this agreement bind all parties whose claims may arise out of or relate to treatment or services provided by Dr. Julie Grodsky, DACM, L.Ac. (hereafter "Practitioner"), including any spouse or heirs of the patient (hereafter "Patient") and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. All claims for monetary damages exceeding the jurisdictional limit of the small claims court against Practitioner, and Practitioner's partners, associates, employees and agents, must be arbitrated, including, without limitation, claims for loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any action in any court by Practitioner to collect any fee from Patient shall not waive the right to compel arbitration of any malpractice claim.

### 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. 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 or witness fees or other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this contract.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages 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 California law applicable to health care providers shall apply to disputes within this arbitration agreement, including, but not limited to, Code of Civil Procedure sections 340.5 and 667.7 and Civil Code sections 3333.1 and 3333.2. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure section 1283.05. However, depositions may be taken without prior approval of the neutral arbitrator. All notices under this agreement shall be sent by certified mail with return receipt requested, or by registered mail.

## ARTICLE 4. GENERAL PROVISIONS

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 California statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrators shall be governed by the California Code of Civil Procedure provisions relating to arbitration.

## ARTICLE 5. REVOCATION

This agreement may be revoked by written notice delivered to Practitioner within thirty days of signature and, if not revoked, will govern all medical services received by Patient from Practitioner at any time thereafter, for any condition.

## ARTICLE 6. RETROACTIVE EFFECT

If Patient intends this agreement to cover services rendered before the date it is signed (including, but not limited to, emergency treatment), Patient should initial here: ____

If Patient is a minor or is signing through a representative, the representative's printed name and relationship to Patient:

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 signed copy.

**NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.**

| PATIENT SIGNATURE | PRINTED NAME | DATE |
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| PRACTITIONER SIGNATURE | DATE |
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02 — NOTICE OF PRIVACY PRACTICES

# NOTICE OF PRIVACY PRACTICES

**This notice describes how medical information about you may be used or disclosed and how you can obtain access to this information. Please review it carefully.**

## OUR LEGAL DUTY

You are being seen by Dr. Julie Grodsky, DACM, L.Ac. at Qi Mover. We are required by law to protect the privacy of your personal health information, to provide this notice about our information practices, and to follow the practices described here.

## USES AND DISCLOSURES OF HEALTH INFORMATION

We use your personal health information primarily for treatment, for obtaining payment for treatment, for internal administrative activities, and for evaluating the quality of care we provide. For example, we may use your information to contact you with appointment reminders, or with information about treatment alternatives or other health-related benefits that could be of interest to you.

We may also use or disclose your personal health information without prior authorization for public health purposes, for auditing purposes, and in emergencies, and we provide information when required by law. We may provide de-identified information for research. In any other situation, our policy is to obtain your written authorization before disclosing your personal health information. If you give us a written authorization, you may later revoke it in writing to stop future disclosures.

We may change this policy at any time. When changes are made, a new notice will be provided to you, and you may request an updated copy of Qi Mover's Notice of Privacy Practices at any time.

## YOUR INDIVIDUAL RIGHTS

You have the right to review or obtain a copy of your personal health information at any time. You have the right to request that inaccurate or incomplete information be corrected in your records. You have the right to request a list of instances where your personal health information was disclosed for reasons other than treatment, payment or related administrative purposes. You may also request in writing that your personal health information not be used or disclosed for treatment, payment or administrative purposes except when specifically authorized by you, when required by law, or in an emergency. Each request is reviewed case by case; the practice is not required to accept every restriction.

## CONCERNS OR COMPLAINTS

If you are concerned that Qi Mover or Dr. Julie Grodsky, DACM, L.Ac. may have violated your privacy rights, or if you disagree with a decision made about access to or disclosure of your personal information, please contact the practice first at hello@qimover.co. You may also file a written complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, 200 Independence Avenue SW, Washington, DC 20201, by phone at 1-800-368-1019, or online at hhs.gov/ocr. We will not retaliate against you for filing a complaint.

03 — ACKNOWLEDGEMENT OF RECEIPT

# ACKNOWLEDGEMENT OF THE NOTICE OF PRIVACY PRACTICES

Federal law (the Health Insurance Portability and Accountability Act, HIPAA) requires health care providers to protect the privacy of your health information and to give you this notice. We ask that you read the Notice of Privacy Practices above and sign this acknowledgement.

I acknowledge that I received a copy of Qi Mover's Notice of Privacy Practices. I understand that a copy of the current notice is available in the treatment space, and that I will be offered a copy of any amended notice.

I understand that I may revoke any authorization I give by providing written notice to Dr. Julie Grodsky, DACM, L.Ac., Qi Mover, by email to hello@qimover.co or by mail to the practice address provided at my visit. A revocation does not apply to actions already taken on my authorization before my written notice was received. I understand that I have the right to a copy of this acknowledgement, that signing it is voluntary, and that refusing to sign will not affect my eligibility for benefits, enrollment, payment or coverage of services.

| PATIENT SIGNATURE | PRINTED NAME | DATE |
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04 — CONSENT FOR CUPPING AND GUA SHA

# CONSENT FOR CUPPING AND GUA SHA

Cupping and gua sha are traditional techniques used at Qi Mover to move stagnation, warm cold and encourage circulation through tight tissue. They are safe for most people, and they leave marks. Please read the following before consenting.

## WHO SHOULD NOT RECEIVE CUPPING

- Hemophilia or other bleeding or clotting disorders.
- Anyone taking blood thinners. If you begin taking such medication, tell Dr. Grodsky so your treatment plan can be adjusted.
- Anyone who is weak, feverish or recovering from illness.
- The abdomen and low back during pregnancy.
- Diabetes, especially with uncontrolled blood sugar, which can affect the ability to feel pain properly.
- Anyone unable to sense heat or pain properly, or with circulatory conditions.
- If you are unsure whether a condition is contraindicated, please check with your primary care physician before receiving cupping.

## WHAT TO EXPECT

Cupping and gua sha will leave bruise-like marks that last several days to several weeks depending on your condition. Most marks fade within a few days; some take up to fifteen days, and in rare cases marks have taken up to forty-five days to clear fully. These areas are usually not painful, though soreness, itching or tenderness in the surrounding muscles can occur. On rare occasions blisters may form, either from heat or from fluid drawn to the surface by the cups, and in unlikely cases a burn can occur from a heated cup or heating implement. Small blisters should be left alone to heal; a larger blister should be assessed by Dr. Grodsky.

## ACKNOWLEDGEMENT

I understand that bruising, discoloration and soreness will likely follow this treatment and may take days or weeks to resolve fully. I understand that the conditions listed above are contraindicated for cupping, and I have informed Dr. Julie Grodsky, DACM, L.Ac. of all of my medical conditions, including any not listed here. I understand that burns or blisters are a rare but possible occurrence with heat-based cupping.

Dr. Julie Grodsky, DACM, L.Ac. has explained the cupping and gua sha techniques and their after-care to me. I understand that all treatments at Qi Mover are therapeutic in nature, I agree to tell Dr. Grodsky of any discomfort during a session, and I will keep her informed of changes in my health. I authorize Dr. Julie Grodsky, DACM, L.Ac. to provide acupuncture, bodywork, gua sha, cupping and related therapeutic treatments as part of my care. I have read and understood the information above and agree to follow it.

| PATIENT SIGNATURE | PRINTED NAME | DATE |
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Dr. Julie Grodsky, DACM, L.Ac. · CA License # AC 20732 · Qi Mover · hello@qimover.co