

AMCH Fertility Clinic
American Medical College of Homeopathy
2001 W. Camelback Rd., Suite 150, Phoenix, Arizona 85015

PHYSICIAN-PATIENT SERVICES AGREEMENT

Welcome to the American Medical College of Homeopathy Fertility Clinic. 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 new federal law that provides new privacy protections and new 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 we 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 we obtain your signature acknowledging that we have provided you with this information at the end of your first visit. 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 us unless we have taken action in reliance on it; if there are obligations imposed on us 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.

**Procedures and Policies for the American Medical College
Homeopathic Fertility Clinic**

Description:

The American Medical College Homeopathic Fertility Clinic is a teaching and research clinic. Clinic practitioners work with homeopathic medicine and oriental medicine students to help them learn the fundamentals of alternative medicine. All of the clinic students will have had

a minimum of 250 hours of training before being invited to participate in the clinic. They will be participating as observers.

The American Medical College of Homeopathy is also a research clinic. Data will be collected from the work at the clinic exploring the efficacy of alternative medicine in the treatment of infertility. Any data that is used from your care will be used in a non-identifiable way (anonymous data). By signing this agreement, you indicate your willingness to use your non-identifiable data for the purposes of this research.

The homeopathic portion of each of the first two visits to the AMCH Fertility Clinic will be videotaped. This videotape is part of your permanent record and will be used for educational purposes only and will not be shared with anyone other than for educational purposes without your express permission.

Payment:

We ask all new patients to pay a deposit of \$100 to hold their place for the initial consultation in the clinic. This deposit is refundable if the initial appointment is cancelled prior to 48 hours in advance of the initial visit. It is non-refundable if the appointment is cancelled less than 48 hours prior to the initial visit. If this payment is not received before your appointment, then your appointment will be cancelled and given to someone else.

We ask all new patients to pay at the time of the initial visit. Generally the clinic visits are not covered by insurance. However, we will provide the necessary insurance forms for you to be reimbursed by your insurance company if you wish to submit them.

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

Appointments:

The clinic is open every Monday from 8AM until 6PM. The clinic's administrative assistant is at the office from 8 AM until 4:30 PM every weekday, to schedule new appointments and follow ups. This is also the best time to pick up homeopathic medicines, herbs or call to reschedule appointments.

Follow up Appointments

After the initial appointment you will need to schedule follow up appointments. These appointments occur as follows:

Initial Visit: Homeopathic Intake, Oriental Medicine Intake, Herbal Medicine Intake

Weeks 2-3: Oriental Medicine Follow Up
 Week 4: Homeopathic FU, Oriental Medicine FU, Herbal Medicine FU
 Week 5-7: Oriental Medicine Follow Up
 Week 8: Homeopathic FU, Oriental Medicine FU, Herbal Medicine FU
 Week 9-11: Oriental Medicine Follow Up
 Week 12: Homeopathic FU, Oriental Medicine FU, Herbal Medicine FU
 Week 13-15: Oriental Medicine Follow Up
 Week 16: Homeopathic FU, Oriental Medicine FU, Herbal Medicine FU
 Week 17-19: Oriental Medicine Follow Up
 Week 20: Homeopathic FU, Oriental Medicine FU, Herbal Medicine FU
 Week 21-23: Oriental Medicine Follow Up
 Week 24: Homeopathic FU, Oriental Medicine FU, Herbal Medicine FU

It is important that all appointments be kept. Treatment offered by the clinic encompasses six months.

Fee Schedule (six months of treatment):

Please note that these fees do not include the cost of homeopathic medicines, herbal medicines or diagnostic testing needed during the course of treatment.

Comprehensive Treatment Package	\$3500
Homeopathic Treatment Only	\$1250
Herbal Medicine Only	\$860
Oriental Medicine Only	\$1650
Oriental Medicine and Homeopathic Medicine	\$2900
Oriental Medicine and Herbal Medicine	\$2500
Homeopathic Medicine and Herbal Medicine	\$2100

Canceling Appointments or Treatment:

There is a non-refundable deposit required for the initial visit (see above).

Follow-up appointments may be canceled up to 5 days before a scheduled visit. When less notice is given or if an appointment is missed, the following fees will be charged:

New Homeopathic	\$200.00
Follow Up	\$ 65.00

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.

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.

Concerns After Hours and Emergencies:

After the initial consultation, questions and concerns should be addressed to your clinic practitioners. They will provide contact information for you at the time of the initial visit.

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. Alternative medical treatment does not interfere with standard medical treatment.

Phone Consultations:

Fees are charged for phone consultations under the following conditions:

- 1) When specific medical prescriptions or recommendations are made and
- 2) The call exceeds ten minutes

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. The fee is \$15 for every ten minutes of time.

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:

- We may occasionally find it helpful to consult other health professionals about a case. During a consultation, we make every effort to avoid revealing the identity of our patients. The other professionals are also legally bound to keep the information confidential. If you don't object, we will not tell you about these consultations unless we feel that it is important to our work together. We 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 we practice with other health professionals and that we employ administrative staff. In most cases, we 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.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- If a patient threatens to harm himself/herself, we may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection.

There are some situations where we are 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 we provided you, such information is protected by the physician-patient privilege law. We cannot provide any information without your or your legal representative's written authorization, or a court order. 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, we may be required to provide it for them.
- If a patient files a complaint or lawsuit against us, we may disclose relevant information regarding that patient in order to defend myself.
- If a patient files a worker's compensation claim, and we are providing services related to that claim, we must, upon appropriate request, provide appropriate reports to the Workers Compensation Commission or the insurer.

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

- If we have reason to believe that a child under 18 who I have examined is or has been the victim of injury, sexual abuse, neglect or deprivation of necessary medical treatment, the law requires that we file a report with the appropriate government agency, usually the Office of Child Protective Services. Once such a report is filed, we may be required to provide additional information.
- If we 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 we file a report with the appropriate state official, usually a protective services worker. Once such a report is filed, we may be required to provide additional information.
- If a patient communicates an explicit threat of imminent serious physical harm to a clearly identified or identifiable victim, and we believe that the patient has the intent and ability to carry out such threat, we must take protective actions that may include notifying the potential victim, contacting the police, or seeking hospitalization for the patient.

If such a situation arises, we will make every effort to fully discuss it with you before taking any action and we 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 we are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

The laws and standards of my profession require that we 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 us 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, we recommend that you initially review them in my presence. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

PATIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Record and disclosures of protected health information. These rights include requesting that we 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 our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights with you.

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.

BILLING AND PAYMENTS

You will be expected to pay for each session at the time it is held, unless we agree otherwise. Payment schedules for other professional services will be agreed to when they are requested. [In

circumstances of unusual financial hardship, we 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, we 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 us to disclose otherwise confidential information. In most collection situations, the only information we 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.]

INSURANCE REIMBURSEMENT

If you have a health insurance policy, we will fill out forms and provide you with whatever assistance I can in helping you receive the benefits to which you are entitled; however, 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. It is unlikely that services provided at this clinic will be covered by your insurance.

You should also be aware that your contract with your health insurance company requires that we provide it with information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, we 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, we 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. We will provide you with a copy of any report we submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

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

Signed: _____ Date _____

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