



805-870-5690 • info@pacificbridgewellness.com • www.pacificbridgewellness.com

Thank you for choosing Pacific Bridge Wellness. Please read and complete the following 4 pages prior to your first appointment. Initial intake and treatment will take approximately 1-1/2 to 2 hours with follow-up treatments taking approximately 1 hour.

Please be sure you have had a light meal or snack within two hours prior to treatment. Try to refrain from eating or drinking refined sugars or caffeine as the stimulating effects may interfere with your treatment. Wear loose and comfortable clothing.

FEES & APPOINTMENT POLICIES

Fees:

I understand that fee for treatment is payable at the time of service unless I am receiving testament via a medical plan which recognizes Pacific Bridge Wellness, as a preferred provider. In such an event, payment shall be provided as per the terms of the plan. If it is found I am not eligible for coverage of testament by my medical plan, I assume full responsibility for paying Pacific Bridge Wellness any money owed for treatment. Pacific Bridge Wellness accepts cash, checks and most major credit cards.

Missed Appointments:

I will give 24 hours notice if I need to cancel an appointment. I understand without that advance notice, the time reserved for me is my responsibility and will be charged to me as a missed appointment. Missed appointments are charged at the same rates as regular appointment. Insurance companies do not pay for missed appointments so I understand that any appointments missed are my financial responsibility. Exceptional circumstances will be considered regarding this policy.

Health Care Provider:

Darin J. Bunch, DAOM, L.Ac.
Pacific Bridge Wellness, Inc.
805-870-5690

Print Patient's Name

Signature of Patient or Patient's Agent

Date:



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HEALTH CARE PROVIDER-PATIENT 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 the health care provider including any heirs or 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 the health care provider and/or other licensed health care providers or preceptorship interns who now or in the future treat the patient while employed by, working or associated with or serving as 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 for loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any action in any court by the health care provider to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim. However, following the assertion of any claim against the health care provider, any fee dispute, whether or not the subject of any existing court action, shall also be resolved by arbitration.

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 the provisions of the California Medical Injury Compensation Reform Act shall apply to disputes within this Arbitration Agreement including, but not limited to, sections establishing the right to introduce evidence of any amount payable as a benefit to the patient as allowed by law (Civil Code 3333.1), the limitation on recovery for non-economic losses (Civil Code 3333.2) and the right to have a judgment for future damages conformed to periodic payments (CCP 667.7). 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 Provisions: All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one processing. 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.

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.

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 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.

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CONSENT FOR TREATMENT

I, the undersigned, understand that treatment here may consist of acupuncture, acupressure, massage therapy, herbal supplement, dietary guidance and other non-drug treatment. I understand that all acupuncture treatments are performed by an individual who is a California State Licensed Acupuncturist. I understand that this person is not an MD. I understand that this acupuncturist is trained, licensed and experienced in traditional Chinese Medicine, and that this practitioner will answer any questions I may have regarding these procedures. I realize that due to the differences in human constitution and response, as with all medical care, it is not possible to guarantee a cure, a remission of symptoms or precisely predict an outcome as a result of treatment. I have informed the acupuncturist of all my ailments, medication, surgery, supplements, diseases and allergies.

Regarding acupuncture treatment, I understand that acupuncture consists of insertion of acupuncture needles into specific points, twirling of needles, application of electrical stimulation, heat and other techniques designed to stimulate acupuncture points. I also understand that stimulation of points may be achieved by other means, such as but not limited to moxibustion (“moxa”), vacuum, heat, cold, cupping, or “gua sha”. I realize during acupuncture one may experience numbness, discomfort, mild pain, heat, coldness or movement sensations during a treatment, and that occasionally there may be minor bleeding, bruising, tingling, discomfort or soreness after acupuncture. There have been very rare instances reported of infections and scarring, and extremely rare instances of spontaneous miscarriage and pneumothorax. I also realize that emotional or psychological reactions, although rare, may occur, such as fainting if someone has a phobia of needles. If I have a needle phobia I will tell the acupuncturist before treatment.

I understand that the herbal and nutritional supplements which may be recommended by the licensed acupuncturist are all traditionally considered safe in the practice of Chinese Medicine. I understand that certain herbs may be inappropriate for some people, and especially for women during pregnancy. If I experience any adverse or allergic reactions to the herbs, unusual side effects, strange reactions or gastrointestinal upset I will inform the acupuncturist immediately. I understand that the dietary guidance I receive will be based on traditional Chinese Medicine and modern dietary principles.

I do not expect the acupuncturist to be able to anticipate and explain all the risks and every possible complication from treatment, and I wish to rely on the acupuncturist to exercise judgment during the course of the procedure which the acupuncturist believes at the time, based upon the facts then known, are in my best interests.

I hereby request and consent to the performance of Chinese medical procedures on me (or the patient named below, for whom I am legally responsible) by the practitioner(s) here who may now or in the future treat me while employed by, working or associated with, or serving as a backup for the treating acupuncturist, Darin J. Bunch, DAOM, L.Ac.

I have read and do understand the above description of treatment. I understand I will have an opportunity to discuss treatment further with the acupuncturist prior to receiving or deciding on treatment. By signing below I agree to Chinese medical treatment. I intend this consent form to cover the entire course of treatment for my condition now and in the future.

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HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU
MAY BE USED AND DISCLOSED

We are required by law to:

- Maintain the privacy of protected health information.
- Give you the notice of legal duties and privacy practices regarding your health information.
- Follow the terms of our notice that is currently in effect.

How We May Use and Disclose Health Information:

- We will use and disclose health information only with your written permission.
- You may revoke such permissions at any time by writing to Pacific Bridge Wellness, Dr. Darin J. Bunch DAOM, L.Ac.

I understand that as part of my healthcare, this organization originates and maintains health records describing my health history, symptoms, examination and test results, diagnoses, treatment and any plans for future care of treatment.

I understand that this information serves as:

- A basis for planning my care and treatment.
- A means of communication among the healthcare professionals who contribute to my care.
- A source of information for applying my diagnosis and surgical information to my bill.
- A means by which a third-party payer can verify that services billed were actually provided.
- A tool for routine healthcare operations, such as assessing care quality and reviewing the competence of healthcare professionals.

I understand that I have the right:

- To object to the use of my health information for directory purposes.
- To request restrictions as to how my health information may be used or disclosed to carry out treatment, payment or healthcare operations, and that the organization is not required to agree to the restrictions requested.
- To revoke this consent in writing, except to the extent that the organization has already taken action in reliance thereupon.

Additional restrictions requested (if not covered above):

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