



HIPAA Compliance Patient Consent Form (Required by the Health Insurance Portability and Accountability Act – 45 CFR Parts 160 and 164)

Our Notice of Privacy Practices provides information about how we may use or disclose protected health information.

The notice contains a patient's rights section describing your rights under the law. You ascertain that by your signature that you have reviewed our notice before signing this consent.

The terms of the notice may change, if so, you will be notified at your next visit to update your signature/date.

You have the right to restrict how your protected health information is used and disclosed for treatment, payment or healthcare operations. We are not required to agree with this restriction, but if we do, we shall honor this agreement. The HIPAA (Health Insurance Portability and Accountability Act of 1996) law allows for the use of the information for treatment, payment, or healthcare operations. By signing this form, you consent to our use and disclosure of your protected healthcare information and potentially anonymous usage in a publication. You have the right to revoke this consent in writing, signed by you. However, such a revocation will not be retroactive.

By signing this form, I understand that:

- Protected health information may be disclosed or used for treatment, payment, or healthcare operations.
- The practice reserves the right to change the privacy policy as allowed by law.
- The practice has the right to restrict the use of the information but the practice does not have to agree to those restrictions.
- The patient has the right to revoke this consent in writing at any time and all full disclosures will then cease.
- The practice may condition receipt of treatment upon execution of this consent.

I authorize Elysian Health and its providers to use and/or disclose any medical information necessary to providers requesting consultation, laboratory and imaging services, and family or caretakers as I indicate using an appropriate Release of Information Form. By signing up for the *Patient Fusion* patient portal I agree to receive information through the portal and reminders of appointments to my email, along with texts and voice messages to my listed phone number.

Initials: _____



A full copy of the notice of privacy practices can be printed for you when you arrive to the office.

I acknowledge that all items on this form have been completed by me. I have read and reviewed (or had the opportunity to read) the HIPAA Statement and understand my privacy rights as a patient.

Acknowledgement of Notice of Association

The providers in this office are not partners or otherwise affiliated in the same medical practice. They are all independent practitioners and simply share office space, equipment, and staff in their separate practices. They are not responsible for each other practices or patients.

Patient Bill of Rights

Elysian Health supports the rights of patients and encourages the responsibility of patients by publicizing this document along with Patient rights and responsibilities. Elysian Health believes observance of these rights contributes to more effective care with a greater satisfaction for both patients and healthcare professionals.

Information Disclosure: The patient has the right to:

Know who comprises the staff, including their educational and experiential credentials. Request the staff member of their choice. Expect that within the capacity of the clinic, staff will respond to each request for services, including evaluation and/or referral using easily understood information.

Participation in Treatment Decisions: The patient has the right to:

Fully engage in healthcare planning and decisions being made regarding the healthcare plan. Complete information to the degree known, concerning your diagnosis, treatment and prognosis in terms that can be reasonably understood. When medically inadvisable to give the information directly, it will be made available to an appropriate person on the patient's behalf.

Receive information necessary to give informed consent prior to any procedure and treatment. Except in emergencies, this information should include the

Initials: _____



specific procedure or treatment, significant risks, and probably duration, and available medical alternatives.

Refuse treatment to the extent permitted by law and to receive information about the medical consequences of refusal.

Expect reasonable continuity of care, including knowledge in advance which provider or nurse is available and be made aware of care required following the visit.

Receive an explanation of any fees.

Confidentiality of Health information: The patient has the right to:

Expect that all communications and reoccurs will be treated as confidential and protected unless less than 18 years of age. Then, guardians maybe notified in certain circumstances.

Have access to their own medical record either by a copy or to view with a staff member.

Respect and nondiscrimination: The patient has the right to:

Respect and consideration.

Appropriate privacy during examinations, treatments, discussions, and consultations.

Know the staff expects to be treated with as much respect and consideration as thy afford the patient.



Patient Responsibilities

Patients are afforded rights and along with those rights, patients at Elysian Health have the following responsibilities:

1. Providing accurate and truthful information about health history, including all medication information.
2. Asking questions if the information is not understood, including the explanation of diagnosis, treatment, and prognosis, as well as any educational instructions.
3. Providing the necessary personal information to complete the health record.
4. Paying any charges as a result of care and services rendered by Elysian Health.
5. Seeking medical attention promptly and during regular business hours if not an emergency.
6. Reporting significant change in symptoms or failure to improve.
7. Report any adverse reactions to prescribed medications immediately.
8. Keeping scheduled appointments or canceling in a timely manner per Elysian Health cancelation policy.
 1. I _____, understand that I must phone 24 hours a head of any cancellations.
 2. If I do not call 24 hours a head of my intent to cancel an appointment I may be charged a fee of \$75.00 for my first no show, no call.
 3. Any subsequent no show, no calls I understand I will be charged the full amount for each missed visit.

Initials: _____

9. Providing useful feedback about our services and policies.
10. Knowing the names, purposes, and effects of medications prescribed.
11. Informing the provider promptly of any visits by outside providers and any additions of any medications not prescribed by Elysian Health.
12. To understand the hours of operation, and the on call emergency policy and procedures.

Initials: _____



13. Verify benefits from their insurance provider prior to arranging an appointment.

1. I _____, understand that if Gabrielle Fey FNP (Elysian Health LLC) is not an in-network provider with my insurance company, I may be responsible for the entire cost of the visit. I will do my own due diligence to insure I have verified coverage prior to any services rendered or will otherwise will be responsible for any costs accrued out of pocket.

Initials: _____

Provider Rights:

The provider has the right to be treated with as much respect and consideration as they afford the patient.

The provider has the right to terminate the provider patient relationship if it is deemed that a therapeutic relation can not be met. The provider will provide the

patient 30 days notice, but has the right to not allow a visit within that 30 day period.

Initials: _____



PHYSICIAN-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 Oregon law, and not by a lawsuit or resort to court process except as Oregon law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, are giving up their constitutional rights 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 service provided by the provider including any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children.

All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the provider, and the provider's partners, associates, association, corporation or partnership, and the employees, agents and estates of any of them, 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 provider to collect any fee from the 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 of a demand-for a neutral arbitrator by either party. 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 fine arbitrators have the immunity of a judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.

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 which 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 Oregon 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.

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 Oregon 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 Oregon Code of Civil Procedure provisions relating to arbitration.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the physician within 14 days of signature. It is the intent of this agreement to apply to all medical services rendered any time 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 below:

1) Effective as of the date of first medical 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 the right to request 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

Signature of Patient or Representative

Date

Printed Name of Patient or Representative

Relationship to Patient

Signature of Provider

Date

Gabrielle M Fey FNP

Printed Name of Provider