

Lindsay Samuelson ND, MRN <u>WWW.TREATINGTHEROOTCAUSE.COM</u> <u>LINDSAYSAMUELSON@GMAIL.COM</u> 419-250-1110

INFORMED CONSENT

I, ______, seek and consent to the services of Lindsay Samuelson, ND to provide supportive, naturopathic care for myself or my minor child or children. Naturopathic services use natural means and remedies to further health and wellness, including assessment and patient education and counseling about nutritional interventions; herbal and homeopathic remedies; lifestyle modifications and a range of other natural interventions/consultation.

Non-Medical and Complementary Nature of Services

I understand that Lindsay Samuelson, ND is not a medical doctor and that naturopathy is not a medical specialty but a separate and distinct health care tradition. I understand that Lindsay Samuelson, is a licensed, board-certified naturopathic physician in the State of Minnesota, based upon his/her four-year graduate training in an accredited institution as a naturopathic physician. Naturopathic physicians are licensed in 14 states, and in the District of Columbia, but the State of Ohio does not currently offer such licensing. Where naturopathic physicians are not licensed, their scope of practice does not encompass the diagnosis and treatment of disease, but is focused upon consultations regarding natural remedies. Lindsay Samuelson's consultations include discussion of nutritional issues and of diet, nutrition and supplementation, such as the use of dietary supplements and botanical substances; homeopathic remedies; mind-body supportive counseling; promotion of healthy lifestyles and wellness.

Lindsay Samuelson's work in Ohio does not allow her to offer the full range of services within him/her training, but the educational consultations she provides are at the core of the naturopathic approach to health. I understand that her assessments and recommendations are intended to assist me in using natural means to support my health and do not provide or replace medical diagnosis or treatment. I should not avoid any diagnostic work-ups or change or discontinue any medical treatment based upon my consultation with Lindsay Samuelson, ND, and if I believe that modifications may be sensible in the light of these natural approaches, I agree to first discuss such changes with my prescribing medical physician. If I believe that I have a condition that requires medical care, I will consult my primary care physician or other licensed medical doctor or an appropriate specialist. It is important that I maintain regular visits with my primary care physician and medical specialists as appropriate, both to ensure proper medical care and because Lindsay Samuelson, ND is not affiliated with a local hospital and I should have a medical physician who can provide care in the event of an emergency or hospitalization. When appropriate, Lindsay Samuelson, ND may communicate with members of my health team regarding my conditions, treatment options, and/or any other health related issues. **I agree to follow-up on referrals for medical care when necessary.**

Naturopathic practice uses methods that are known as complementary, alternative, or holistic care, and may not be accepted by the larger community of medical physicians. Lindsay Samuelson, ND may suggest laboratory tests, some of which are used by holistic physicians and naturopathic practitioners but which are not in widespread use in the medical community. Further, the interpretation of some tests may be different than in mainstream medicine. It is a good idea for me to get the advice of my medical physician as I make decisions that affect my health.

Lindsay Samuelson, ND will explain her assessment to me and describe the nature of her recommendations, the expected prognosis without such care, and the anticipated costs, risks, benefits and experience of following various options. I understand that a core approach taken by naturopathy is achieving better health status through improvements in diet and the use of dietary supplements to improve biological function, as well as exercise and other lifestyle modifications. The focus of naturopathic care is to alleviate the underlying conditions that can bring about illness rather than the treatment of symptoms. While I may experience some immediate improvement from the use of herbs, homeopathic remedies and other botanical and naturopathic methods, I understand that the most effective results occur when I make a long-term commitment to rebuild my health. It is my responsibility as a patient to follow-up with Lindsay Samuelson, ND, within a recommended time period for evaluation of treatment results or to change treatment protocols as necessary.

I understand that Lindsay Samuelson, ND, does not offer after hour services or provide any hospital-based services. If I have difficulty with any of the remedies or other aspects of my work with Lindsay Samuelson, ND, I understand I will call during business hours to discuss any concerns I may have.

Potential Risks: As with any method of care, naturopathy can involve some risk. These risks have been disclosed to me and include: fever, rash, sweating, anxiety, allergic reactions and aggravated symptoms of any condition known or unknown that the patient may have been susceptible to. I understand that I may experience aches, pains, or even new symptoms as the

body responds by shifting its balance. This is generally a positive sign and shows the body is making positive movement. Some people may experience a healing crisis, a short period in which symptoms worsen or a period of a flu-like illness with mild fever, chills, dizziness, loss of appetite, or similar symptoms. Such an experience can signal the body is detoxifying.

While herbs and botanical products are generally available over-the-counter and are considered safe based upon their long history of use, many of them have not been widely tested, and some may not have FDA approval. Negative reactions to natural remedies may include rare allergic reactions, including headaches, itching, hives, difficulty breathing, and very rarely, even shock or death. I understand that the interactions between herbs, and between herbs and drugs my medical physician might prescribe, are not yet well known, and that while unlikely, I could have an adverse reaction or experience a reduction or increase in the effect of other medications. This can have serious consequences for some medications, such as for the control of high blood pressure or blood sugar. I understand that I should and agree to let my physician know what herbs I am taking, particularly prior to surgery or other procedures. Negative reactions to homeopathy are extremely rare given the doses used; an effective dose may result in a temporary increase in my symptoms or healing crisis. I understand that it is my responsibility to alert Lindsay Samuelson, ND, of any adverse effects or reactions.

Notice to Pregnant Women: All female clients must alert Lindsay Samuelson, ND if they know or suspect that they are pregnant or trying to get pregnant as some of the remedies used could present a risk.

No Guarantees: I am aware that such consultations are an art, that like many medical interventions, many naturopathic efforts have not been subjected to rigorous scientific study, and that there are wide individual differences in responses to these services. No guarantees are made that I will gain any benefit or not suffer any adverse consequences. In the event that a dispute arises that we cannot resolve amicably, I understand that Lindsay Samuelson is not practicing medicine and that if a legal case is brought, I agree that Lindsay Samuelson, ND shall be judged by the standards and principles of complementary, alternative, and/or holistic care and not the standards of consensus conventional medicine.

Dispute Resolution: In the event the parties have a dispute about the care provided, I agree to mediate the dispute with a mutually agreeable mediator, and if the mediation is unsuccessful, agree to binding arbitration pursuant to the then-current rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Consent. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place

in Lucas County, Ohio, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Consent or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgement may be entered in conformity with the decision in any Ohio court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Consent.

Supplement Purchases: I understand I am not obligated to purchase nutritional or herbal products recommended by Lindsay Samuelson, ND from this office or from any specific vendor, and I will be given the same level of attention without regard to my purchases. I understand that Lindsay Samuelson ND may profit from the sale of supplements and other products made available to patients.

Privacy Policy: My privacy is important and my records will be held confidential unless I request in writing that they be released to me or to other care givers. The HIPAA privacy regulations I have seen in other offices do not apply to Lindsay Samuelson, ND as I do not submit claims to insurers, which must be done electronically before HIPAA regulations apply.

Important Insurance and Payment Notices: Lindsay Samuelson, ND services are, with few exceptions, not reimbursed by insurance or Medicare and she does not accept insurance. Insurance generally provides services only when delivered by individuals licensed to provide health care services in the state in which care is delivered.

Lindsay Samuelson, ND is therefore unable to accept insurance payment and does not provide billing statements for insurance reimbursement. Payment in full is required at each visit. I understand I am responsible for payment even if I submit and am denied reimbursement, even if my insurer determines that services are not medically necessary. I understand that appointments can be made by phone or in person. Lindsay Samuelson, ND requests 24-hours notice for canceling or rescheduling appointments. For any visits canceled with less than 24-hours notice, the patient will be charged half of the original visit fee except in the total discretion of TTRC, LLC. This charge will be applied to the following visit or billed directly to the client. Late arrivals will not receive an extension of scheduled service times and will be responsible for full service fee. In the event legal action is required to collect payment, I agree to be responsible for all attorney fees, interest in the amount of 1.5% per month, and costs.

Informed Consent for Naturopathic Consultation

I hereby authorize naturopathic assessment and consultation and certify that I understand the nature of this health care method, including the risks of possible adverse reactions and choices I may have about other approaches. I understand that no recommendations are being made to me to discontinue any treatment being provided by any other health care professional. I understand that Lindsay Samuelson, ND does not function as a primary care or medical physician, and that he/she offers his/her services as a complement to other services I receive. I have been adequately informed, and questions I have asked have been satisfactorily answered. I represent that I am seeking assessment and consultation in order to further my own health and for no other reason and do not represent a third party. I sign this voluntarily and am aware that I may withdraw this consent and discontinue following the recommendations at any time.

Date _____

Signature of Client or Legal Guardian Witness

Client's Printed Name

Street Address

City

State

Zip Code

Witness Signature

Witness Printed Name