

**Meridian Health Clinic**  
**Eric Schmidt, L.Ac.**



Welcome to Meridian Health Clinic! As a Licensed Acupuncturist (LAc), I offer an integrated approach to health including acupuncture, dry needling and herbal medicine. My goal is to provide the highest quality medical care by combining traditional wisdom with modern treatment methods. I am committed to helping you achieve health and vitality through a program of healing, prevention, and education. I believe the quality of your health determines the quality of your life.

Please complete the health history forms below and bring them to your initial appointment. The initial intake and treatment will require approximately 75 minutes. I recommend a protein-rich meal two to three hours before treatment and limiting caffeine intake. Feel free to call or email me if you have any questions. Thank you for choosing Meridian Health Clinic.

In Good Health,  
Eric Schmidt, L.Ac.  
Licensed Acupuncturist  
310-699-4533

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## **Office Policies**

### **Fees:**

I understand that the fee for treatment is payable at the time of service. Meridian Health Clinic (MHC) is an out-of-network provider for insurance plans and will provide insurance "superbills" on request. A superbill is a medical billing document which can be submitted to insurance plans for reimbursement. If I request a superbill for my treatment, I give MHC permission to send this document via email and include required information such as: name, birth date and diagnosis code(s).

I understand that MHC does not provide additional paperwork for Insurance billing, personal injury cases (auto insurance) or worker's comp unless arrangements are made in advance of the first treatment.

### **Missed Appointments:**

I will give 24 hours notice if I need to cancel any appointment. I understand without that advance notice, the time reserved for me is my responsibility and will be charged as a missed appointment. Missed appointments are charged at the same rates as regular appointments. 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.

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Print Patient's Name

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Date (mm/dd/yyyy)

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Signature of Patient or Patient's Representative

## CONSENT FOR TREATMENT

I, the undersigned, understand that treatment here may consist of acupuncture, dry needling, acupressure, herbal supplements, dietary guidance and other non-drug treatment. I understand that all acupuncture treatments are performed by an individual who is a California Licensed Acupuncturist. I understand that this person is not a Medical Doctor (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: 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. Regarding dry needling treatment: I understand that dry needling consists of insertion of acupuncture needles into specific muscles, movement of needles (pistoning) and the application of electrical stimulation designed to stimulate muscle and nerve function. I also understand that stimulation of points may be achieved by other means, such as but not limited to moxibustion ("moxa"), cupping, heat 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 treatment. 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 about 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, Eric Schmidt, 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 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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Print Patient's Name

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Date (mm/dd/yyyy)

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Signature of Patient or Patient's Representative

## 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, must be determined by submission to binding arbitration as provided by California law, and not by lawsuit or resort to any 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 rights to have any such dispute 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 any treatment or service provided by the physician 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 physician, and the physician'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 the loss of consortium, wrongful death, emotional distress or punitive damages. Filing of any action in any court by the physician 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 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 counseling 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. This immunity shall supplement, nor 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 California law applicable to health care providers shall apply to dispute with this arbitration, including, but not limited to, Code of Civil Procedure Section 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 judgement 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 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 the physician within 30 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:  
Effective as of the date of first medical services.

\_\_\_\_\_  
Patient/Representative's Initials

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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Health Care Provider's Signature

\_\_\_\_\_  
Date

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Patient/Representative's Signature

\_\_\_\_\_  
Date

Eric Schmidt, L.Ac.  
Meridian Health Clinic  
2020 Broadway, Suite A  
Santa Monica, CA 90404

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Print Patient's Name