



**Notice of Privacy Policies – Align Health Austin & AlignHealthAustin.com**

Align Health Austin (Katherine Webster) is dedicated to providing service with respect for human dignity. Protecting your privacy and healthcare information is fundamental in the course of our relationship. This notice will remain in effect until it is replaced or amended by changes in law.

We gather personal information and health information in several ways:

- Information we receive from you.
- Information we receive from other healthcare providers.
- Information we receive from third party payers.

This information is used for treatment, payment and healthcare operations. You should be aware that during the course of our relationship with you we will likely use and disclose health information about you for the treatment, payment, and healthcare operations. We will only use and/or disclose your protected health information when the law allows us to do so. Any other use and disclosures will be made only with your authorization and, in those instances; you have the right to revoke that authorization. And if so, that authorization would be honored, where legal to do so, from that date forward.

Treatment: For example, from time to time, our practitioners may decide that it is medically necessary to refer you to a specialist for additional care. That practitioner will need your medical information in order to be able to treat you and that is why we send out your records.

Payment: Many of our patients utilize medical insurance that actually pays for their treatment. The insurers require your medical information to know how to pay us or your care and that is why we send out your records.

Health Care Operations: We are allowed to disclose your medical information if that is necessary for our office to function efficiently. There are also times when we may need the help of a special vendor, such as a medical billing specialist, and we would then send your records to that vendor in order for us to carry on our business.

You may specifically authorize us to use protected health information for any purpose or to disclose our health information by submitting the authorization in writing. Such disclosures will be made to any personal representation you choose to have your protected health information.

This office has many practitioners and Oriental medicine students. We reserve the right to share your file information within the confines of the professional and academic practices of the Academy of Oriental Medicine at Austin.

**Marketing**

This office will not use your health information for marketing communications without your written authorization. This office may send birthday cards, holiday cards, thank you cards, newsletters and appointment reminders, by calls, postcards or letters.

**Disclosure**

This office may use or disclose your Protected Health Information when required by law. This includes but is not limited to Public Health needs, Health Oversight requirements, and issues of abuse or neglect, legal proceedings.

**Patient Rights**

- **Upon written request you have the right to access, review or receive copies of your healthcare records.** Exceptions are: 1) psychotherapy notes; 2) information we gather in preparation of an administrative action or proceeding; 3) data that is subject to certain provisions of the Clinical Laboratory Improvements Act. We may deny you request (in writing) under certain limited circumstances. Generally, if we agree to provide you with a copy of your records, we will do so within 15 days after you ask for it. We will charge you a reasonable, cost-based fee for the records.
- **Upon written request you have the right to receive a list of items this office disclosed about your healthcare information.** We are required to give you that data except for any use or disclosure: 1) for treatment, payment and/or health care operations; 2) made with your authorization; 3) that we make to you; 4) for any national security or intelligence purposes; 5) made before April 14, 2003; or 6) that does not require your authorization. We will provide this date for you (generally within 60 days) at no charge once each year, but after that, we will require that you pay a reasonable fee-based charge for the information.
- You have the right to request that this office place additional restrictions on disclosure of your Protected Health Information. You may ask that we limit the use and disclosure of your protected health information; we are not required to accept your request. If we do agree, however, we will do as you wish except in an emergency. You may submit your request to us in writing and tell us: 1) what information you want us to limit 2) how you want us to limit that data and 3) to whom we are to limit the access to this data.
- **You have the right to request that we amend your Protected Health Information; the request must be in writing.** We have the right to deny that request if you ask about medical information that 1) was not created by any of our practitioners; 2) the information is not part of the medical or billing records; 3) is not part of the records you may access or 4) the medical information is accurate and complete. We may ask that you tell us, in writing, why you want us to amend your medical information. Generally, we must act upon your request within 60 days after receipt of your request. If we agree to your request, we must make the appropriate amendment and follow the law regarding how and whom we inform about this amendment. If we do not agree, then we will tell you our reasons. You then have additional rights, including an appeal (by someone who did not participate in the decision not to allow you to amend your record) and you have the right to submit a written statement of disagreement.
- **You have a right to receive all notices in writing.**
- **You have the right to receive confidential communication by alternative means or at alternative locations.** Please make this request in writing to our Privacy Officer. We will agree, so long as your request is reasonable, but you must tell us how to communicate with you and you must give us a complete address or contact information. This notice is effective as of June 01, 2020. From time to time, we may revise our Notice

Patient Initial: \_\_\_\_\_

Patient Guardian / Rep Initial: \_\_\_\_\_

Date: \_\_\_\_\_



## AlignHealthAustin.com Privacy Policy

AlignHealthAustin.com & Align Health Austin (Katherine Webster) receive, collect and store any information you enter on our website or provide us in any other way. In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information and purchase history. We may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page. We also collect personally identifiable information (including name, email, password, communications); payment details (including credit card information), comments, feedback, product reviews, recommendations, and personal profile.

### How and why does Align Health Austin collect information?

When you conduct a transaction such as but not limited to scheduling an appointment on our website, as part of the process, we collect personal information you give us such as your name, address and email address. Your personal information will be used for the specific reasons stated above only.

### We collect such Non-personal and Personal Information for the following purposes:

1. To provide and operate the Services;
2. To provide our Users with ongoing customer assistance and technical support;
3. To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages;
4. To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services;
5. To comply with any applicable laws and regulations.

### How does Align Health Austin store, use, share and disclose personal information when you visit our site?

Our website is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to sell our products and services to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

All direct payment gateways offered by Wix.com and used by our company adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by Align Health Austin and its service providers.

### How may Align Health communicate with you as a patient on our website?

We may contact you to notify you to troubleshoot problems with your account, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about Align Health Austin (Katherine Webster), or as otherwise necessary to contact you to enforce our User Agreement, applicable national laws, and any agreement we may have with you. For these purposes we may contact you via email, telephone, text messages, and postal mail.

### How does Align Health Austin use cookies and other tracking tools?

In general, the cookies which are initially placed on your Wix website may be categorized as essential cookies. However, considering that our platform gives you the ability to add multiple components, codes, third-party applications...and so on, your website may include other types of cookies which might require specific settings. Wix is responsible to provide you with a list of the which cookies are placed on Wix sites.

This notice is effective as of June 01, 2020. From time to time, we may revise our Notice. If we do, we will post the most current version in our office, and you make ask for a copy of the Notice at any time. You may also send a written complaint to the U.S. Department of Health and Human Services at any time. Should you have questions, complaints or want more information contact:

Privacy Officer Katherine Webster  
512.740.9855  
1001 Cypress Creek Rd. - Suite 103  
Cedar Park, TX 78613

Patient Initial: \_\_\_\_\_

Patient Guardian / Rep Initial: \_\_\_\_\_

Date: \_\_\_\_\_



## 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 state and federal law, and not by a lawsuit or resort to court process except as state and federal 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 also understood that any dispute that does not relate to medical malpractice, including disputes as to whether or not a dispute is subject to arbitration, will also be determined by submission to binding arbitration. It is the intention of the parties that this agreement bind all parties as to all claims, including claims arising out of or relating 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 a 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, injunctive relief, or punitive damages.

**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 provisions of state and federal law, where applicable, establishing the right to introduce evidence of any amount payable as a benefit to the patient to the maximum extent permitted by law, limiting the right to recover non-economic losses, and the right to have a judgment for future damages conformed to periodic payments, shall apply to disputes within this Arbitration Agreement. 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 Provision:** 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 legal statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence.



# Align Health Austin

Acupuncture & Herbal Medicine

**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 and all other disputes between the parties. 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.

**Article 6: Retroactive Effect:** If patient intends this agreement to cover services rendered before the date it is signed (for example, emergency treatment) patient should initial here. \_\_\_\_\_. Effective as the date of first professional 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 on reverse, I acknowledge that I have received a copy.

Patient Initial: \_\_\_\_\_

Patient Guardian / Rep Initial: \_\_\_\_\_

Date: \_\_\_\_\_