

PATIENT'S INFORMED CONSENT DOCUMENT

Patient's Name: _____
Address: _____
Telephone: _____ - _____ **Date of Birth:** _____
Age: _____ **Sex:** Male Female

Name and Address of Physician:

Christopher Lawinski, M.D.
Vitality Integrative Medicine Clinic
15-3039 Pahoia Village Rd.
Pahoia, HI 96778

I. General Informed Consent for Alternative Medicine.

I have specifically sought out the services and perspective of Dr. Lawinski for the way in which he practices Complementary and Alternative Medicine. Dr. Lawinski has explained to me and I fully understand the following:

1. Much of Dr. Lawinski's treatment being recommended is not recognized as traditional, but is an alternative method. Complementary and Alternative Medicine, like any other treatment or medication, may or may not alleviate or cure the condition(s) for which it is offered.
2. Your physician believes that Complementary and Alternative Medicine may be valuable to your health. However, as with any type of treatment or testing, you should fully understand the potential risks and benefits of the testing, as well as other available testing options, including lab work, before deciding whether the work-up and following medical analysis and possible treatment provided by Dr. Lawinski is right for you. It is important that you read and understand the information contained in this form so that you can make an informed choice about being treated at Vitality Integrative Medicine Clinic, by its agents, and Dr. Lawinski, specifically. If after reading this form, you have any concerns or questions regarding this testing you should talk to your provider.
3. The federal government, including Medicare and Medicaid, and most insurance companies do not generally pay or reimburse for intravenous treatments and vitamin and mineral supplementations by Dr. Lawinski.
4. Some of the testing being recommended at Vitality Integrative Medicine Clinic are not recognized as traditional, but are alternative testing methods.
5. The United States Food and Drug Association ("FDA") reviews the safety and effectiveness of particular uses of drugs but does not forbid physicians to use approved medications for off-label use.
6. Some of the treatments being offered at Vitality Integrative Medicine Clinic are not FDA approved.
7. Some of the treatments prescribed at Vitality Integrative Medicine Clinic are not FDA approved.
8. Some of the formulations prescribed at Vitality Integrative Medicine Clinic have never been tested by the FDA for determination of the actual contents or the medical effectiveness of the formulations.
9. The medical/scientific proof of effectiveness/therapeutic value of some of the treatments is disputed.
10. While your treating doctor believes that the alternative and comprehensive treatments may be beneficial to your health and well-being, the traditional medical and scientific communities often dispute the medical/scientific proof of the effectiveness or therapeutic value of the treatments. You are free to contact any medical group, doctor, or association on their view of any testing or treatment before you begin. Dr. Lawinski believes the testing and treatment he oversees are valuable and might improve your health.
11. I may leave Vitality Integrative Medicine Clinic at any time. It was my independent choice whether to see Dr. Lawinski and it is always my choice whether to continue with him. I also understand that Dr. Lawinski reserves the right, at any time and without cause, to discontinue any patient due to poor compliance with Dr. Lawinski's recommended program for any other reason.

II. Sale of Nutritional Supplements at Hawaii Whole Person Healing, LLC

You are under no obligation to purchase nutritional supplements at our clinic.

I have read and understand the content of this page _____.

As a service to you, we make nutritional supplements available in our office. We purchase these products only from manufacturers who have gained our confidence through considerable research and experience. We determine quality by considering: (1) the quality of the science behind the product; (2) the quality of the ingredients themselves; (3) the quality of the manufacturing process; and (4) the synergism among product components. The brands of supplements that we carry in our facility are those that meet our high standards and tend to produce predictable results.

While these supplements may come at a higher financial cost than those found on the shelves of pharmacies or health food stores, the value must also include assurance of their purity, quality, bioavailability (ability to be properly absorbed and utilized by the body), and effectiveness. The chief reason we make these products available is to ensure quality. You are not guaranteed the same level of quality when you purchase your supplements from the general marketplace. We are not suggesting that such products have no value; however, given the lack of stringent testing requirements for dietary supplements, product quality varies widely.

If you have concerns about this issue, please discuss them with our staff.

III. 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 Hawaii law, and not by a lawsuit or resort to court process except as Hawaii law provides for judicial review or 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 related to treatment or services 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 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 if them, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress or punitive damages. Filing of 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 communicate 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 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, 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.

I have read and understand the content of this page _____.

The parties agree that the provisions of Hawaii law applicable to health care providers shall apply to disputes within this arbitration agreement. Any party may bring before the arbitrations 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, 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 once 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 Hawaii 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, or 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 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 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.

I, THE UNDERSIGNED, HAVE READ AND FULLY UNDERSTAND THE ABOVE INFORMATION, THE ELEMENTS OF MY INFORMED CONSENT, MY RIGHTS AND RESPONSIBILITIES, AND HEREBY GIVE CONSENT TO UNDERGO ALTERNATIVE AND COMPREHENSIVE TREATMENT AT HAWAII WHOLE PERSON HEALING COLLECTIVE, LLC. INFORMATION ABOUT ME AND MY RECORDS WILL BE CONFIDENTIAL. DATA WILL BE STORED SECURELY AND WILL BE MADE AVAILABLE ONLY TO THE PERSONS PARTICIPATING IN MY EVALUATION AND SUBSEQUENT TREATMENT, IF ANY, UNLESS I SPECIFICALLY GIVE PERMISSION IN WRITING UNLESS OTHERWISE REQUIRED BY LAW.

Patient's or Patient Representative's Signature

(Date)

Print Patient's Name

(If Representative, Print Name and Relationship to Patient)

A signed copy of this document is to be given to Patient. Original is to be filed in Patient's medical records.

I have read and understand the content of this page _____.