The Goldenberg GI Center, LLC 2920 N Cascade Ave 2 Floor Colorado Springs, CO 80907 Tel (719)377-6609 Fax (888)972-4399 info@goldenberggicenter.com www.GoldenbergGlcenter.com



Client Information for Online Educational Consultations

I'm excited to work with you as an educational consultant, but first it is important that you clearly understand the nature of my educational consulting services and our relationship. While I am a licensed Naturopathic Doctor in the state of Colorado, I cannot practice naturopathic medicine for individuals located outside of Colorado. This is important for safety and to comply with state regulatory and licensure laws. This means that as your educational consultant, I will not be acting as your naturopathic doctor when we work together. I will not diagnose or treat any disease, prescribe medications, order diagnostic laboratory tests, or otherwise be practicing naturopathic medicine. Instead, I will be your guide and educator as your work with your doctor, providing my perspective based on my years of clinical experience working with difficult digestive conditions.

You will need to maintain a doctor licensed in your state who can provide medical care to you. My consulting services are designed to be in addition to and are not a substitute for the advice, diagnosis and/or treatment of a licensed healthcare provider in your state. In my role as a consultant, I can provide recommendations and suggestions for you to discuss with your medical providers, but I cannot alter the treatment plans of your medical providers or provide you with new treatment plans. Additionally, because many states have requirements relating to providing nutrition therapy, I need to make clear that my consulting services are not intended to constitute or replace a dietician-patient relationship or to provide medical nutrition therapy.

I have provided the attached *Client Agreement and Disclaimer for Online Educational Consultations* for you to sign in order to acknowledge that you understand the nature of my consulting services. Thank you for taking the time to read and sign this document. Please let us know if you have any questions.

I look forward to working with you.

Dr. Joshua Goldenberg, ND

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Client Agreement and Disclaimer for Online Educational Consultations

By signing this Client Agreement and Disclaimer for Online Educational Consultations, I, the undersigned Client, acknowledge and agree to the following with respect to my participation in educational consultations provided by Dr. Joshua Goldenberg, ND:

- I understand that information discussed during an online educational consultation is <u>not</u> medical advice and should not be treated as such. The information provided by Dr. Goldenberg during online educational consultations is for informational and educational purposes only and is in no way intended to replace the information provided by my doctor(s).
- 2. I understand that the educational consultations with Dr. Goldenberg <u>do not</u> constitute medical advice or care and do not create a doctor-patient relationship between me and Dr. Goldenberg. I will not be considered a patient of The Goldenberg Gl Center, LLC or Dr. Joshua Goldenberg, and I must maintain medical care with a licensed health care professional in my state while engaging the educational consulting services of Dr. Goldenberg.
- 3. I understand that my primary care physician and/or other doctors should always be regarded as a primary source of information about diagnosis, treatment, prescription drugs, and medical conditions.
- 4. I understand that no portion of any consultation is to be interpreted as diagnosis or treatment of anyone for anything. Educational consultations are NOT intended to: diagnose or treat any disease or condition, manage my health care, or provide medical services in any way.
- 5. I understand that when providing educational consultations, Dr. Goldenberg will function exclusively as an educator and consultant and will not be diagnosing or treating any health condition I may have. I understand that any information, recommendations, or suggestions provided by Dr. Goldenberg respect to lifestyle, dietary or herbal supplements, nutrition, or otherwise, are intended as education and information only, and are not medical advice, diagnosis, or treatment of any disease or condition, or a substitute for professional medical advice, diagnosis or treatment that can be provided to me by a licensed healthcare provider.
- 6. I understand that it is my responsibility to discuss any and all information provided during educational consultations with my primary health care provider or other licensed health care providers/specialists whose care I may be under. I am advised to consult with a licensed healthcare provider prior to changing any medications, taking any dietary or herbal supplements, using any treatment for a health problem, or undertaking any significant changes to my health care regimen. I agree not to disregard professional medical advice or delay seeking medical advice because of information shared during educational consultations.

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- 7. I understand that Dr. Goldenberg will not order lab tests for me, but I may choose to share the results of any lab tests that I have done or any of my health information with Dr. Goldenberg. Additionally, Dr. Goldenberg may make suggestions for lab tests that I can discuss with my local practitioner to assess if such lab tests would be applicable and/or useful.
- 8. I understand that discussions or reviews by Dr. Goldenberg of any of my lab tests and/or functional diagnostic tests are solely for educational purposes and to enhance my knowledge and assist me in the development of a lifestyle plan or plan to work with my doctor, and not to diagnose or treat any physical or mental disease or health condition.
- 9. I understand that if Dr. Goldenberg suspects the existence of a disease or medical condition requiring diagnosis, I will be informed of this suspicion and recommended to consult a licensed medical professional in my state for diagnosis and treatment.
- 10. Because educational consultations do not involve medical services, the information I choose to share with Dr. Goldenberg during an educational consultation is not part of a medical record. However, The Goldenberg GI Center, LLC will store any personal information I choose to share securely to protect client privacy, and will not release or disclose this information to any other person, without client prior written consent, except as required by applicable law.
- 11. I understand that because Dr. Goldenberg is not acting in the capacity of a licensed medical provider and cannot diagnose or treat any health condition, Dr. Goldenberg will not be held liable for failure to diagnose, identify, treat, or prevent any health condition I have.
- 12. Understanding the nature of the educational consultations and that I am expressly recommended to work with a licensed medical professional in my state, I hereby release and agree to hold harmless The Goldenberg GI Center, LLC and Dr. Joshua Goldenberg, ND from and against any and all liabilities, losses, damages, costs, expenses and any other claims relating to or arising from any educational consultations or as a result of my failing to seek medical or advice from a licensed medical or health care professional.

By signing below, I as Client acknowledge and agree that I understand, accept, and agree to the terms of this Client Agreement and Disclaimer for Online Educational Consultations in order to participate in educational consultations with Dr. Joshua Goldenberg.

	1	/	
Client Signature	Date	Printed Name	

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Communications Policy

Email Messages

We recognize that an email message is a quick and convenient way to communicate. Please note the following policies regarding email message communication:

- 1. Email is not always secure or confidential. We will do the best to protect any information transmitted by email, but we cannot guarantee its privacy or security. In order to maximize privacy, please do not send information which you would absolutely not want shared. Email cannot be guaranteed secure.
- 2. We will do our best to reply to emails within 72 hours. There is always a chance that an email is not properly sent/received. If you do not hear from us, please follow up with another email or by telephone. Thank you for your patience in times when we are experiencing higher volumes of emails, messages, and calls. As always, please go to your nearest hospital if you are experiencing urgent concerns or an emergency.

Phone

While email messages are the best way to communicate with Dr. Goldenberg after or between consultations, we do understand that is not a possible form of communication for everyone. For those individuals who are not comfortable with email, you may request for the office manager Michele, to relay your questions to Dr. Goldenberg.

The following time will NOT be billed for:

Clarification of your most recent consultation

I have read the Communications Policy and agree to the terms.

- Billing and scheduling questions
- If you wish to send an update on your status and don't need a reply, please put "No Reply Necessary" in the subject line to ensure you will not be billed.

Questions regarding a new concern or questions unrelated to your last consultation should ideally be addressed in your next consultation. If a consultation appointment is not immediately available. you may request to have these questions answered via email, but you will incur a charge for the time it takes to read the email, review your summary, and do any research necessary to answer your guestions. You will be billed in 15-minute increments at Dr. Goldenberg's hourly rate. Please make sure you have an updated credit card on file by filling out the attached Credit Card Authorization if you'd like to take advantage of this service.

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Client Signature	Date	Printed Name	

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Signature of Cardholder



Credit Card Authorization

Please complete the information below if you would like to take advantage of email response services. Thank you in advance.

Name as it appears on card:

Card Type: MasterCard VISA Discover AMEX Other

Card Number: CVV Code: Expiration Date: /_

Billing Address:

City, State, Zip: E-mail:

Phone #: E-mail:

By signing below, I acknowledge and agree: I authorize The Goldenberg GI Center, LLC to charge my credit card as set forth in the Communications Policy as well as for my educational consultations, and I understand that my information will be saved for The Goldenberg GI Center, LLC's security and future transactions on my account.

Date