

Beauty Therapist, Ms B

A Beauty Clinic

**A Report by the
Deputy Health and Disability Commissioner**

(Case 12HDC01454)



Health and Disability Commissioner
Te Toihau Hauora, Hauātanga

Table of Contents

Executive summary.....	1
Complaint and investigation	2
Information gathered during investigation.....	2
Opinion: Breach — Ms B	7
Opinion: The beauty clinic.....	9
Opinion: Other comment — Ms D	10
Recommendations.....	10
Follow-up actions.....	10
Appendix A — Independent expert advice to the Commissioner	11
Appendix B — Consent form signed by Mrs A	13

Executive summary

1. On 21 September 2012 Mrs A saw beauty therapist Ms B at a beauty clinic (the Clinic) to receive Intense Pulsed Light (IPL) skin rejuvenation treatment.¹
2. Prior to commencing IPL treatment, Ms B obtained limited information from Mrs A regarding her medical history, and did not perform a patch test² on Mrs A's skin. Mrs A signed a consent form, which stated that possible side effects from treatment could include blisters and burning.
3. Ms B performed IPL treatment on Mrs A's face using an "E-lite" machine. Ms B leased the machine from IPL practitioner Ms D, who trained Ms B in its use.
4. During the IPL treatment, Mrs A felt as though her face was burning. When she informed Ms B of this, Ms B told her that this was normal.
5. Following treatment, Ms B provided Mrs A with limited information about aftercare. Mrs A continued to feel burning on her face and developed swelling and blisters. Subsequently she sought medical treatment and cancelled her remaining appointments with Ms B.

Findings

6. The Deputy Commissioner found that, by failing to obtain adequate information about Mrs A's medical history, and failing to perform a patch test and provide adequate information about aftercare, Ms B did not provide services to Mrs A with appropriate care and skill and therefore breached Right 4(1)³ of the Code of Health and Disability Services Consumers' Rights (the Code).
7. The Deputy Commissioner also found that, as the Clinic did not have any policies regarding obtaining relevant medical information, performing a patch test or providing aftercare information, it was vicariously liable for Ms B's breach of Right 4(1) of the Code.
8. In addition, the Deputy Commissioner commented that, given that the "E-lite" IPL machine's manual contains unclear safety guidelines, it is important that Ms D provide adequate safety information when training clients in how to use the machine.

¹ A photo rejuvenation procedure that uses a focused, broad-spectrum light applied to the surface of the skin.

² Where IPL is performed on a small area of skin in the desired treatment site using various treatment settings on the relevant IPL machine. Any reactions are observed and recorded in order to ascertain the appropriate treatment settings.

³ Right 4(1) of the Code states: "Every consumer has the right to have services provided with reasonable care and skill."

Complaint and investigation

9. The Health and Disability Commissioner received a complaint from Mrs A about the services provided to her by beauty therapist Ms B at a beauty clinic. The following issues were identified for investigation:
- *Whether Ms B provided Mrs A with an appropriate standard of care from September to November 2012.*
 - *Whether the beauty clinic provided Mrs A with an appropriate standard of care from September to November 2012.*
10. This report is the opinion of Theo Baker, Deputy Commissioner, and is made in accordance with the power delegated to her by the Commissioner.
11. The parties directly involved in the investigation were:
- | | |
|-------|------------------|
| Mrs A | Consumer |
| Ms B | Beauty therapist |
12. Information was reviewed from:
- | | |
|------|--|
| Dr C | General practitioner |
| Ms D | IPL machine lessor |
| Dr E | Appearance medicine and vein physician |
13. Independent expert advice was obtained from beauty therapist Jackie Hendy (**Appendix A**).
-

Information gathered during investigation

Background

14. This complaint concerns the use of Intense Pulsed Light (IPL) treatment. IPL uses a focused, broad-spectrum light applied to the surface of the skin to perform various skin treatments, including hair removal and skin rejuvenation. IPL skin rejuvenation is used by beauty therapists and other practitioners (such as vein specialists) to treat a range of skin conditions such as sun damage, skin pigmentation, and acne scarring.
15. On 21 September 2012 Mrs A saw beauty therapist Ms B at the Clinic to receive IPL skin rejuvenation for the treatment of skin pigmentation. Mrs A is of an ethnicity with dark skin. This is relevant in the use of IPL because light produced by IPL is absorbed by melanin, and the risk of hyperpigmentation⁴ or blanching is higher for darker skins, which contain more melanin than lighter skins.

⁴ Partial loss of skin colour.

16. Ms B is the Clinic's sole director. She describes herself as a qualified beauty therapist with over 15 years' experience in a range of treatments, including extensive experience in treatments using IPL technologies. Ms B is not a member of the New Zealand Association of Registered Beauty Therapists Incorporated. However, she told HDC: "I undergo and plan to undergo further training and continued professional development using IPL. ... I currently monitor industry trends and [am] aware of a number of organisations that self regulate the industry. Where possible I conform to their requirements and adhere to guidelines."

IPL machine

17. The "E-lite" machine delivers IPL as well as radio frequency (RF).⁵ The proportions of IPL and RF are varied depending on the consumer's skin type. Ms B said that she has received over 200 hours of training specific to the "E-lite" IPL machine from its supplier, Ms D.
18. Ms D advised HDC that she trained Ms B for two and a half days on how to use the machine. Normally, Ms D trains clients for three days, but she felt that Ms B appeared to have a "pretty good handle" on what she was doing and was competent in using the equipment. According to Ms D, Ms B had received prior training in relation to another type of machine. Ms D told HDC that she encourages her clients to call her for advice about the "E-lite" machine at any time, but that Ms B never did. Ms D said she assumed that, given Ms B's prior training, she had a very good understanding.
19. Ms D provided HDC with an "E-lite" machine manual which is titled "User manual". Ms D advised that the user manual is not a training manual, but is more like an operations manual.

Initial consultation

20. On Friday 21 September 2012 Mrs A had an appointment at the Clinic, where she was seen by Ms B.
21. Mrs A told HDC that Ms B did not ask her any questions or obtain any written information from her regarding her medical history or current medications. Mrs A said that she is a health care practitioner and would know if she had been asked anything relevant to her health. She also said that she did not receive any written information before, during or after the consultation.
22. According to Mrs A, Ms B told her that the IPL treated areas would become darker and begin to become flaky within a day or two after treatment, and that the skin would fall off or she could pick it off once it was flaky and on the verge of coming off. Mrs A stated that she was given no other information about aftercare. At the end of the treatment, she bought a sunscreen from Ms B, but said that this was not on Ms B's advice, but because she knew she needed it.
23. In contrast, Ms B told HDC that before commencing treatment with Mrs A, she enquired about potential contraindications to treatment and discussed skin type and

⁵ RF is another type of skin treatment that uses varying rates of electrical currents and is used in cosmetic treatment such as tightening skin.

the most suitable treatment regimen. Ms B said that she assessed Mrs A as having skin that showed areas of excessive and high pigmentation, resulting in dark patches, uneven skin tone and overall stressed skin. Ms B also said that Mrs A had prior scarring. Ms B told HDC that she discussed suitable aftercare with Mrs A, particularly concerning exposure to sun and heat post-treatment.

24. Ms B said that, as a result of her assessment of Mrs A's skin, she suggested to Mrs A that any treatment should be non-aggressive, and would be safer and more beneficial if carried out over a series of four visits with a lower level of treatment.
25. Apart from a consent form (discussed below), Ms B did not provide any documentation from this consultation.

Consent form

26. Prior to treatment, Mrs A signed a two-sided consent form titled "Client profile & medical consent IPL skin rejuvenation" (**Appendix B**). The consent form listed "expected side effects" associated with the IPL treatment, and these included discomfort, redness and swelling, and itching. A number of "possible risks or complications" were also set out, including blisters, burns, scabbing, scarring and infection.
27. Mrs A told HDC that she did not have time to read the consent form properly because of the length of the appointment (which she stated was 45–60 minutes) and because she had a friend with her.

IPL treatment

28. Mrs A told HDC that Ms B did not perform a patch test before commencing treatment. Although asked by HDC, Ms B has not responded on this point.
29. Ms B advised HDC that she carried out the treatment using an "E-lite" IPL machine set at 4 joules for a period of 20 milliseconds using a filter for pigmentation of blue black/black dark skin. Ms B stated that, in her view, this was the lowest possible setting for Mrs A's skin type.
30. Mrs A told HDC that, during treatment, she told Ms B that the treatment was burning her, and Ms B told her that it was normal. Mrs A also told HDC that she was in pain throughout the treatment. She said that once the treatment had ended, she advised Ms B that she felt that her face was still burning. Ms B applied aloe vera gel to Mrs A's face.

Subsequent medical treatment

31. Mrs A stated that she continued to feel extremely uncomfortable from burning on her face for approximately five hours after the treatment. Later that day, she went to a pharmacy and purchased aloe vera gel, which she continued to apply the following day.
32. On Sunday 23 September 2012, Mrs A noticed that her face had become swollen and she had developed cellulitis beneath her eyes during the night.

33. At approximately 9am on Monday 24 September 2012, Mrs A telephoned Ms B to seek advice. Ms B said that she was fully booked and unable to see Mrs A that day. Mrs A told HDC that she begged to see Ms B for five minutes, and then she asked for two minutes, but Ms B refused to see her. Ms B has not responded to that assertion.
34. Later that day, Mrs A attended an accident and emergency clinic, where she was seen by general practitioner Dr C. The clinical notes record:
- “Had IPL to pigmented areas on face at a [clinic] on Fri
[F]ace has reacted badly with blistering and skin peeling off and significant blistering and swelling under left eye
[A]pparently beautician was unable to see her today due to being fully booked
[T]here is significant [risk] of infection so cover with augmentin⁶ and apply chlorsig⁷ to blistered areas
[O]w [off work certificate] for a week”
35. Ms B told HDC that she believes Mrs A had a bacterial infection (as evidenced by the diagnosis of cellulitis and prescription of augmentin) which was not as a result of any burning from IPL.
36. Mrs A subsequently commenced light therapy treatment at a beauty salon, to assist the healing of the burns on her face. On 7 November 2012, Mrs A visited an appearance medicine clinic, and was seen by appearance medicine and vein physician Dr E. Dr E’s notes from this consultation state that, following IPL skin rejuvenation treatment, Mrs A’s skin had blistered and she had developed cellulitis. Dr E advised HDC that he considers that Mrs A suffered post-inflammatory hyperpigmentation as a result of the IPL skin rejuvenation treatment she received.
37. Despite the further treatment of Mrs A’s burns, she has been left with scars on her face.

Subsequent contact between Mrs A and Ms B

38. Mrs A told HDC that, during the consultation with Dr C, she received a telephone call from Ms B, who told her to go to the pharmacy and buy “Mebo Skin Repair”⁸ and apply that until her next appointment with Ms B. Mrs A stated that she bought the recommended product but it did not help because her skin was actually burnt.
39. Mrs A told HDC that she cancelled her remaining appointments with Ms B as she was scared and had lost confidence in her as a therapist. Mrs A also told HDC that subsequently she emailed Ms B on a number of occasions, and her daughter called Ms B the following week. According to Mrs A, Ms B showed no remorse, empathy or concern for her as a client.
40. Ms B acknowledged that, post-treatment, Mrs A contacted her by text message and telephone “regarding some discomfort”. Ms B told HDC that initially she advised Mrs

⁶ An antibiotic used to treat bacterial infections.

⁷ An antibiotic eye ointment.

⁸ “Mebo” is a brand name.

A that the symptoms she was experiencing were normal for the treatment she had received, as was detailed in the consent form that Mrs A had signed. Ms B told HDC that she recommended Mrs A apply a “skin treatment”, which would be effective if applied as soon as possible.

41. Mrs A saw Ms B at the Clinic on one further occasion, approximately one week after the initial treatment. Ms B told HDC that, at that time, her assessment was that the normal healing process had begun, and she was not concerned that Mrs A had suffered undue injury. Ms B said that during the visit she gave Mrs A a sunscreen and moisturiser valued at \$60 free of charge at Mrs A’s request. Ms B also stated that as a matter of customer service she refunded Mrs A \$250.
42. In contrast, Mrs A told HDC that Ms B seemed shocked at the burns on her face but said there was nothing she could do. According to Mrs A, Ms B refunded her \$199 and has not paid her anything further since then.
43. Ms B told HDC that she gave Mrs A suitable consultation and aftercare advice. She said she is sorry that Mrs A feels she has been harmed and distressed, but she (Ms B) feels she has dealt with this matter satisfactorily.

Response to provisional opinion

Ms B

44. In response to my provisional opinion, Ms B stated that, following their meeting one week after Mrs A’s initial consultation, she made three additional appointments for Mrs A, which Mrs A refused to attend. Ms B said that, because Mrs A refused to see her, she (Ms B) felt she could not help Mrs A.
45. Ms B also stated that the Clinic has policies in relation to IPL treatment. In response to my request that she provide a copy of those policies, Ms B provided HDC with single page information sheet which states:

“Treatment for Sun and Age Spots

Intensed [sic] Pulsed Light is very effective for all types of Pigmentation and can be removed effectively with just one to three treatments, depending on the severity.

You may feel a mild, brief pinching sensation but there is no need for topical aesthetic [sic] or pain control as the cooled hand piece increases patient comfort and minimizes the adverse skin reaction that can occur.

The Intense Pulsed Light procedure is selectively absorbed by the pigmented spots on your skin. Very shortly after treatment the spots will darken. Over the course of the next one to three weeks darkened spots with fade and flake off (do not pick or use abrasive cleanser).

A SPF 30 must be used when outdoors to minimize sun damage and the appearance of new spots.”

Ms D

46. In response to my provisional opinion, Ms D provided an updated copy of the manual that she uses to train beauty therapists in how to use the “E-lite” machine.

Opinion: Breach — Ms B

Application of the Code

47. I consider that IPL treatment is a health service under section 2 of the Code. In particular, I note that in this case the IPL skin rejuvenation treatment was intended to treat skin pigmentation (the reduction or increase in melanin, or colour pigments, resulting in lighter or darker skin patches). Furthermore, and as discussed below, medical information should be obtained from consumers before treatment, to identify medications and conditions that may increase the chance of skin damage. In light of these factors, I am satisfied that a beauty therapist is a healthcare provider under section 3(k) of the Health and Disability Commissioner Act 1994 when providing IPL treatment to clients.⁹

Standard of care provided

48. As a health services consumer, Mrs A was entitled to have services provided with reasonable care and skill.
49. My independent expert advisor, beauty therapist Jackie Hendy, advised me that Ms B’s treatment of Mrs A fell short of accepted standards in a number of areas, including failing to obtain relevant medical information and perform a patch test prior to commencing treatment, and failing to provide adequate information about aftercare.

Relevant medical information

50. Prior to commencing treatment, Mrs A signed a consent form that listed expected side effects and possible risks or complications of treatment (**Appendix B**). I have carefully considered the consent form and the circumstances in which Mrs A signed it, and am of the view that the consent process in this case was adequate. However, I am concerned that, other than a signed consent form, Ms B has not provided HDC with any documentation from her consultation with Mrs A.
51. Ms B told HDC that she enquired about potential contraindications to treatment, and discussed skin type and treatment options with Mrs A prior to treatment. Ms B has not provided any further detail. However, Mrs A told HDC that she and Ms B did not discuss any health-related information.
52. Ms Hendy advised me that Ms B should have asked Mrs A to complete a consultation form outlining her medical history, including current medications, skincare and allergies.

⁹ This Office has found that IPL treatment constitutes a health service in cases 07HDC09713, 09HDC01064 and 09HDC01350.

53. Given that Ms B has not provided any documentation about what medical information she obtained from Mrs A prior to commencing treatment, I must rely on Ms B's and Mrs A's evidence to ascertain what medical information, if any, Ms B obtained. In the absence of further information from Ms B, I am not satisfied that she obtained adequate information regarding Mrs A's medical history, or discussed any other medical information (such as medical history, current medications or allergies).

Patch test

54. Mrs A told HDC that Ms B did not perform a patch test on her skin prior to commencing treatment. Despite being asked by HDC, Ms B has not responded directly on this point, and has provided no evidence that she did perform a patch test. Accordingly, I am satisfied that she did not perform a patch test.
55. Ms Hendy advised me that, in all cases, beauty therapists should perform a patch test prior to commencing IPL treatment, and wait seven days to ensure that the skin responds appropriately. Ms Hendy was also of the view that a patch test would have been especially important in Mrs A's case because of her skin type and the unclear safety guidelines regarding darker skin in the "E-lite" machine's user manual. Ms Hendy considered that the failure to perform a patch test would be regarded as a severe departure from accepted standards.
56. I agree that, given the potential serious nature of the side effects outlined in the consent form, a patch test should have been performed.

Aftercare information

57. There is no evidence that Ms B provided Mrs A with any written information before or after the IPL treatment other than the consent form, which Ms B retained.
58. Mrs A told HDC that she purchased a sunblock from Ms B, not on Ms B's advice but because she knew she needed it. Mrs A said that Ms B told her she could pick off the skin once it was flaky and on the verge of coming off, but that she was given no other information about aftercare.
59. Ms B has provided limited information about what she told Mrs A about suitable aftercare; specifically, Ms B told HDC that the discussion was around exposure to sun and heat post-treatment. Ms B also stated that she gave Mrs A a sunblock and moisturiser free of charge one week after the initial consultation. In response to my provisional decision, Ms B provided HDC with an information sheet that includes a brief description of what to expect during and after IPL treatment for pigmentation, however did not state whether or not this was provided to Mrs A.
60. In my view, it is clear from the information outlined above that Ms B provided Mrs A limited, if any, information about aftercare.
61. In addition, given that Ms B has not responded to Mrs A's statement that she recommended that Mrs A could pick off the skin once it was flaky, I consider it more likely than not that Ms B did provide that advice. Ms Hendy considered that the advice was "not wise" because it could cause mild scarring or hyperpigmentation.

-
62. Having considered the evidence as outlined above, I am of the view that the aftercare information Ms B provided to Mrs A fell below accepted standards.

Conclusion

63. In light of my findings and my expert advice, I am of the view that, by failing to obtain relevant medical information from Mrs A, failing to perform a patch test prior to treatment, and failing to provide appropriate information about aftercare, Ms B did not provide Mrs A services with appropriate care and skill and, accordingly, breached Right 4(1) of the Code.
-

Opinion: The beauty clinic

Vicarious liability

64. Ms B is the sole director of the Clinic. She has provided no information regarding the Clinic's policies or procedures. As stated above, Ms B provided no documentation from her treatment of Mrs A except the signed consent form.
65. I note my expert's advice that Ms B should have performed a patch test prior to commencing treatment, that she obtained insufficient information about Mrs A's medical history, and provided inadequate information about aftercare. In my view, the Clinic should have policies requiring patch tests, the obtaining of relevant medical information, and provision of adequate aftercare information, in order to assist in providing appropriate care.
66. In response to my provisional opinion, Ms B stated that the Clinic does have such policies. In response to my request for those policies, Ms B provided HDC with an information sheet that outlines what to expect during IPL treatment for pigmentation.
67. In the absence of further information I remain of the view that the lack of any policies or procedures is very concerning. Accordingly, I am of the view that the Clinic is vicariously liable for Ms B's breach of Right 4(1) of the Code.

Other comment

68. The Code does not require that healthcare providers provide consumers with written information about their treatment. However, I note Ms Hendy's comment that it is always advisable to give consumers printed information about their treatment and advise them to read this at home. I consider that having written information available for consumers may assist the Clinic in ensuring that it provides appropriate care to consumers, including adequate information. I note that, in response to my provisional opinion, Ms B sent HDC an information sheet that outlines what to expect during IPL treatment for skin pigmentation.
-

Opinion: Other comment — Ms D

69. Ms B leased her IPL machine, the “E-lite” machine, from IPL practitioner Ms D. According to Ms D, she provided Ms B with two and a half days of training on how to use the “E-lite” machine as opposed to the standard three days. Ms D told HDC that this was because she felt Ms B was competent in how to handle the equipment, and because Ms B had received prior training on how to use another type of machine.
70. I note Ms Hendy’s comment that the “E-lite” machine user manual provided by Ms D does not appear to give clear safety guidelines for appropriate IPL treatment. I consider it very important that, if Ms D chooses to train beauty therapists in using this machine with this manual, she ensure that she provides adequate safety information as part of her training. I note that Ms D now uses an updated manual to train beauty therapists in using the “E-lite” machine, which contains significantly clearer safety guidelines.
-

Recommendations

71. In accordance with the proposed recommendation set out in my provisional decision, Ms B provided a written apology for her breaches of the Code, which has been forwarded to Mrs A by this Office.
72. I recommend that Ms B undertake further training in how to use the “E-lite” machine, and provide evidence to HDC that she has done so within **three months** of the date of this report.
73. I recommend that the Clinic implement standard forms for obtaining consumers’ medical history, standard written information to provide to consumers about aftercare, and policies/procedures to support the use of those resources, and report back to HDC on the development of those documents within **three months** of the date of the final opinion.
-

Follow-up actions

74. • A copy of this report with details identifying the parties removed, except the expert who advised on this case, will be sent to the District Health Board, and it will be advised of Ms B’s name.
- A copy of this report with details identifying the parties removed, except the expert who advised on this case, will be placed on the Health and Disability Commissioner website, www.hdc.org.nz, for educational purposes.

Appendix A — Independent expert advice to the Commissioner

The following expert advice was obtained from beauty therapist Jackie Hendy:

“1. Whether the information (including the consent form) provided to [Mrs A] prior to the IPL treatment was appropriate and why.

Did [Mrs A] fill in a consultation form including what medications or allergies and skincare [Mrs A] was on, or may suffer from? In case of photosensitivity.

If [Mrs A] did not fill in a consultation form with her medical history and appropriate information then this is inappropriate for clinic records by Ms B. I would view this conduct as severe.

It appears that there was only a verbal dialogue between [Ms B] and [Mrs A] and that [Mrs A] was not given further information to take home to read about the treatment and the possible outcomes and the expectations of the treatment. This is inappropriate. I view this conduct as moderate.

The signed consent form is appropriate stating the possible risks associated with the treatment.

2. Whether the assessment(s) undertaken by [Ms B] prior to commencing treatment were appropriate and why.

From [Ms B's] and [Mrs A's] comments it appears [Ms B] was trying to treat on the side of caution in regard to [Mrs A's] skin due to the Fitzpatrick of her skin and the pigmentation present. In my experience I would not treat a Skin type 4 or higher Fitzpatrick [a numerical classification schema for the colour of skin] with IPL for skin rejuvenation due to the risk of burning or causing damage to the skin.

3. Whether on the information available, the IPL treatment provided by [Ms B] to [Mrs A] was appropriate and why, including whether it was appropriate —

(a) if [Ms B] did not do a test patch:

In my experience a test patch should be performed on every client and then to wait 7 days to ensure that the skin will respond appropriately. And future test patches should be performed to increase the intensity for future appointments Therefore I find not doing a test patch is inappropriate and I would view this as severe.

(b) for [Ms B] to perform the treatment on dark skin:

In my experience I would not treat a skin type 4 or higher with IPL rejuvenation. However I am not completely familiar with the equipment she used and from reading the instruction manual it does not appear to give very clear safety guidelines for appropriate treatment.

4. Whether the aftercare information provided by [Ms B] to [Mrs A] was appropriate and why.

There was no hard copy aftercare information given to [Mrs A] apart from the consent form information, all the information was verbal. The comment [Mrs A] made that she was told ‘I could pick it off once it was flaky and on the verge of coming off’ is not wise information to give a client as this has the potential of causing mild scarring and hyper pigmentation.

In my experience clients do not retain the verbal information they are given and it is always advisable to give them printed information and advise them to read this at home.

[Ms B] only applied Aloe Vera gel at the time of treatment and although she states she discussed suitable aftercare it is interesting that she only gave [Mrs A] a sunblock (as well as Moisturiser) one week after treatment when sunblock is the most important skincare product required. I do not think there was enough aftercare information provided and I would consider the severity of this as moderate.

5. Any other aspects of the care provided by [Ms B] and/or the clinic that you consider warrant such comment.

[Ms B] states in her letter [paragraph] 4, ‘that the issue is one of bacterial infection and not as a result of any burning from IPL’. This not only contradicts her consent form information in regards to infection, it also appears to show a lack of knowledge that it is very possible to receive an infection and cellulitis from a burn present on the skin.

Was there any documentation taken by [Ms B] asking what medications or allergies and skincare [Mrs A] was on, or may suffer from? In case of photosensitivity. [The appearance medicine clinic] established she was using environ skincare that is an active product that I would recommend not to use for 2 weeks post treatment and to stop using 3–4 days prior to treatment as well. I am unaware if that advice was given from the information provided.”

Appendix B — Consent form signed by Mrs A

CLIENT PROFILE & MEDICAL CONSENT IPL SKIN REJUVENATION

Client Name: _____

DOB: _____

Phone (mobile): _____

Email: _____

Address: _____

Do not sign this form without reading and understanding its contents.

The nature of this procedure has been explained to me. I understand that just as there may be benefits from the procedure, all procedures involve risk to some degree.

I understand that the following are among the **expected side effects** of the procedure:

Discomfort — Most people will feel some heat-related discomfort (pain) associated with the treatment. This discomfort is usually temporary during the procedure and localized within the treatment area. A small number of patients have reported tenderness in the treatment area lasting up to 12 hours.

Redness and Swelling — IPL treatment will cause varying degrees of redness and swelling in the treatment area. These common side effects last from several days to a couple of weeks, depending upon the aggressiveness of the treatments.

Itching — This can occur as part of the normal wound healing process or may occur as part of infection, poor wound healing or contact dermatitis.

Acne or Milia Formation — A flare-up of acne or formation of milia (tiny white bumps or small cysts on the skin) may occur. These symptoms usually resolve completely.

Herpes Simplex Reactivation — Herpes Simplex Virus (cold sore) eruption may result in rare cases in a treated area that has previously been infected with the virus.

I understand that the following are among the **possible risks or complications** associated with the IPL procedure:

Crusting — Aggressive treatment may cause crusting or scabbing may form

Blisters; Burns; Scabbing — Heating in the upper layers of the skin may cause blisters or burns and subsequent scab formation. Steam from the heating may produce a separation between the upper and middle layers of the skin resulting in blister formation. The blisters usually disappear within 2-4 days. A scab may be present after a blister forms, but typically will disappear during the natural wound healing process of the skin.

CLIENT PROFILE & MEDICAL CONSENT IPL SKIN REJUVENATION

Scarring — Scarring is a possibility due to the disruption to the skin's surface and/or abnormal healing. Scars, which can be permanent, may be raised or depressed, and scarring could lead to loss of pigment ("hypopigmentation") in the scarred area.

Pigment Changes — During the healing phase, the treated area may appear to be darker. This is called PIH, post inflammatory hyperpigmentation. You may have experienced this type of reaction before and noticed it with minor cuts or abrasions. PIH occurs as a part of the normal skin reaction to injury. The skin functions become hyperactive during the healing process, including cells that produce pigment. PIH occurs more frequently with darker colored skin, after sun exposure to the treatment area, or with patients who already have a tan. To reduce the risk of PIH, the treated area must be protected from exposure to the sun (sunscreen for up to 6 months after treatment); however, in some patients, increased skin coloring may occur even if the area has been protected from the sun. This pigmentation usually fades in 3 to 6 months.

Hypopigmentation — In some patients who experience pigment changes, the treated area loses pigmentation (hypopigmentation) and becomes a lighter color than the surrounding skin. This type of reaction may also be permanent.

Infection — If blisters or bleeding are present, an infection of the wound is possible. Scarring and associated pigment changes may result from an infection.

Eye Injury — Eye injuries may result from numbing cream getting into the eyes. Your eyes will be covered with protective goggles during treatment and should remain closed during the treatment. The IPL could cause direct eye injury in the absence of these precautions.

Efficacy — Because all individuals are different, it is not possible to completely predict who will benefit from the procedure. Some patients will have very noticeable improvement, while others may have little or no improvement. A series of treatments is usually needed for maximum results.

Contraindications — IPL cannot be performed on patients who are currently undergoing or have had Accutane treatment within the past six months, have a predisposition to keloid formation or excessive scarring or have suspicious lesions.

I am aware that other unexpected risks or complications may occur and that no guarantees or promises have been made to me concerning the results of the procedure. It has also been explained that during the course of the proposed procedure, unforeseen conditions may be revealed requiring performance of additional procedures. My questions regarding this treatment, its alternatives, its complications and risks have been answered by my doctor and/or his or her staff.

DO NOT SIGN THIS FORM UNLESS YOU HAVE READ IT ASK ANY QUESTIONS YOU MIGHT HAVE BEFORE SIGNING THIS FORM. DO NOT SIGN THIS FORM IF YOU HAVE TAKEN MEDICATIONS WHICH MAY IMPAIR YOUR MENTAL ABILITIES.

I have read this form and understand it, and I request the performance of the procedure.

Patient Signature

Date

I have informed the patient of the available alternatives to treatment and of the potential risks and complications that may occur as a result of this treatment.