Patient Information and Professional Service Agreement

Welcome to **One Mindful Place**, **PLLC**! This document contains important information about our professional services and business policies. Please review it carefully and feel free to ask questions. Once all your questions have been answered, please sign at the bottom to indicate that you have read this contract and agree to its terms.

Services Provided

We provide therapy services and medication management.

Successful psychiatric treatment depends upon close collaboration and open communication between psychiatrist and patient. While we will make every effort to help you reach your treatment goals, we cannot contract for a guaranteed result.

Length and Frequency of Meetings

Treatment begins with an initial consultation approximately 60 to 120 minutes in length, depending on complexity and type of appointment selected. During this meeting, we will explore your reasons for seeking treatment, review your psychiatric, social, and medical history, and begin to establish goals for our work together.

After our initial meeting, we may embark on a period of extended evaluation, generally two to four sessions in length, although this varies and will be discussed at the time of the first visit. During this time, we will continue to review your history, examine our unfolding therapeutic relationship, and determine how we can help you reach your treatment goals.

Mental health treatment involves regularly scheduled face-to-face meetings. Psychotherapy appointments (with or without medication management) are generally 45 to 60 minutes in length, while medication management visits are usually 30 minutes long. Occasionally they may be 15 minutes if clinically appropriate (such as in cases of a refill or medication dose change). Couples and family therapy appointments are generally 45 to 60 minutes in length. Group therapy is generally 60-75 minutes in length. The duration and frequency of our meetings may vary depending on your individual treatment goals.

Fee Policies

Please refer to the current fee schedule for details of pricing. Fees upon entry are fixed for one year. After that, fees may be raised no more than annually. A Good Faith Estimate, as required by the No Surprises Act for out-of-network services, is included in this packet.

Please note that as part of the initial evaluation, calls to obtain collateral information and review of prior records are included at no extra charge unless they extend beyond an hour of additional time. Please note that we do not charge for brief phone calls under 10 minutes, brief text exchanges, or brief responses to emails. This cost is factored into our standard hourly rates. Extensive text or email exchanges taking beyond 10 minutes/day to

address will be subject to being charged at the clinician's standard fees, prorated to 15minute intervals.

Substitution of a phone or video-chat visit for an in-person visit is not always reimbursed by insurance companies for out-of-network clinicians. Please make sure to check with your insurance provider about their rules.

If you become involved in legal proceedings that require our participation, you will be expected to pay for our professional time even if called to testify by another party. Because of the difficulty of legal involvement, we charge per hour for preparation and attendance at any legal proceeding. The exact fee will be set at the time our involvement is requested. Please note that unless explicitly agreed upon at the start of our work together, our role is first and foremost as your clinicians and not as expert witnesses that render opinions for the courts. We cannot serve as both an impartial evaluator for the court and as your treaters. At times, we could be called to testify as a "fact witness" where we do not render opinions regarding the legal matter but could be called to state objective facts about our work together.

You may request a Good Faith Estimate of the cost of your care be provided in writing at any time. We reserve the right to increase fees in the future.

Payment

We accept all major credit cards, ACH/Wire Transfers, checks, and cash. Payment is preferred at the time of service and will be considered past due after **7** business days. Please note, for initial consultations at the practice we request a 10% deposit at the time of booking. For initial consultations canceled with more than 48 hours notice that deposit amount will be refunded. We request that a credit card be placed on file and work with a credit card processor (Stripe or Square) that securely stores the information according to industry standards. Please note that once entered, we do not have access to the actual number other than the last four digits. We will charge the payment method on file after sessions according to our fee policies. Individuals who cancel or reschedule initial consultations may be re-booked at the discretion of the clinician. Typically, no more than one re-scheduling in advance is permitted for an initial consultation. Patients or the responsible financial party are responsible for any returned check fees.

As the subject of delinquent bills can be the source of difficulty in a psychotherapeutic relationship, if arrangements for payment have not been agreed upon, we have the option of terminating treatment and/ or using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim.

We understand that credit card fraud is common and from time to time we learn a charge has been disputed by the financially responsible party. We also recognize that billing errors can occur on our end as well. We ask that any disputes or concerns about billing be handled first by contacting us directly rather than disputing a charge with the credit card company. Disputing charges for services agreed upon and rendered due to not being satisfied with the results is not an effective way to address concerns and can disrupt treatment efforts and the therapeutic alliance.

Cancellations

If you need to cancel an appointment for any reason, please give at least 48 hours notice. Otherwise, your cancellation may include a cancellation fee based on our three-strike policy. First late cancels/no shows will be waived as a courtesy. Second late cancels/no shows will be half of the cancellation fee. Third and following late cancels/no shows will be the full cancellation fee. We are defining a "cancellation fee" as the full cost of the visit if it is private pay, or the amount we would have received from insurance + copay for insurance based visits. Cancellations towards any appointment type will be applied towards the three-strikes policy. This three-strike policy also resets each year in January.

Please initial here that you have read and agree to this policy: ___

Please be aware that insurance carriers will not reimburse you for cancellation charges. We reserve the right to waive the cancellation fee under certain unforeseen and unavoidable circumstances (for example, state of emergency / severe weather / natural disaster / you or a family member are hospitalized or being evaluated in an emergency room or urgent care setting). Regular attendance at our appointments is a key component of successful treatment and if problems arise with attendance, it is important that we work together to develop a feasible treatment plan. We in turn will make every effort to start sessions on time and will only cancel in the event of a personal or clinical emergency with as much notice as is possible.

For group therapy appointments after an initial trial visit, members commit on a month to month basis. Therefore, the 48 hour policy does not apply to ongoing group therapy. Members are paying to reserve a seat in the group for the month, thus contributing to overall group cohesion and viability. We recognize everyone will miss a session from time to time, but we expect people to prioritize attendance as much as possible. Patients may attend a group once on a trial basis, before committing to full enrollment.

Please note that you may receive automated confirmations and reminders of appointments. These notifications are a courtesy and technical glitches sometimes occur so in the event a reminder is not received, you are still responsible for keeping track of when your appointments are. Please feel free to contact us if you are unsure. Your signature of this document indicates you understand and agree to receive these communications.

Vacation and Time Away

It is our practice to take vacation and attend professional conferences or engage in other work travel. Whenever possible, we will give you advance notice regarding absences. We will also try to arrange for coverage by another qualified clinician for urgent and emergent situations while away.

Insurance

At this time, we are out-of-network with insurance companies. Therefore, unless otherwise informed, you will be personally responsible for the full cost of your treatment. However, many plans (e.g. PPOs) will reimburse a portion of fees paid by patients to "out-of-network" providers. Most insurance companies will cover prescriptions and laboratory tests. Upon request we can provide you with a detailed statement called a "superbill" documenting

services, diagnostic codes, and payments. This documentation can be submitted by you to your insurance company for consideration for reimbursement. If we requested we can also submit these on your behalf. Please let us know if you would like us to do that. It involves us sending you the superbill first and then you uploading it on the Osmind app (download from app store or use on web at https://app.osmind.org/).

It is your responsibility to understand your insurance coverage. Please contact your insurance company in advance of your first visit to determine what, if any, out-of-network coverage is included in your plan and what out-of-network deductibles must be met. You are responsible for notifying us promptly of any changes in your insurance plan.

If we have informed you a particular service at our practice will be covered by your insurance, you are responsible for any co-pays or co-insurance or deductibles that are not covered.

Communication Outside Scheduled Appointments

Please feel free to contact your clinician(s) and administrative staff via phone call or through the patient portal. Note that all members of your treatment team within our practice (therapist, psychiatrist, administrative staff) may have access to the voicemails and texts and they are considered part of the medical record. No one not involved in your care should be accessing these communications. Calls and texts are generally returned within 24 hours on weekdays, usually within the same business day. In the event of a life-threatening psychiatric or medical emergency, please go directly to the nearest emergency room or call 9-1-1 rather than waiting for a call back. Please ask to have your clinician called once you are safely in the emergency room while safely en route. Do not call the administrative assistant in the event of emergency or leave a voicemail on the clinic phone line. Note that text messaging is also not for emergencies and text messages are generally not heard in the middle of the night.

We do not charge for brief contact (<10 minutes) outside of scheduled appointments as we do not want to discourage seeking help when necessary by attaching an extra cost to this type of contact. However, we do ask that you respectfully attempt to limit contact afterhours, and especially in the late evening and weekend hours, to urgent matters. If excessive or inappropriate communication outside scheduled appointments is interfering with effective treatment, we will address it during our scheduled appointments. Note that you can also call the national <u>988 Suicide and Crisis Line</u> for additional support between sessions. We are not affiliated with this service and it should not be used for medical emergencies.

Email communication or messages via the Osmind app/portal or through the Zencare portal are for non-urgent administrative matters only, such as booking or changing appointments or requesting medication refills. Note that emails, portal messages and text messages are considered part of the medical record. While attempts are made to keep emails, texts and voicemails secure and confidential, security breaches can rarely occur over wi-fi and cellular networks so privacy cannot be guaranteed. If you choose to communicate with our practice by email, Osmind messages or texts, you are acknowledging that they are not to be used for emergencies as a prompt response cannot be guaranteed and that there are limitations in security. We do use a HIPAA-compliant email server and will send any personal health information as an appropriately encrypted document.

If you do not give permission to receive SMS texts, voicemails or emails from our practice, please send us a message or email that states "I WOULD LIKE TO OPT-OUT OF COMMUNICATIONS" and specify which means of communication are not permissible. Otherwise, your signature of this document indicates you understand and agree to receive these communications. You may opt-out at any time.

Social Media Policy

Please note that we do not accept "friend" requests or follow patients or their family members on our personal social media accounts. If we were already following each other on social channels prior to meeting, that is an exception. We may maintain professional social media accounts and anyone in the general public can follow these accounts should they choose to do so. Note that by "liking" or following a professional social media account of the practice or its clinicians, others may be able to see that you follow it. Please do not contact your clinician(s) via their professional social media accounts as these are not secure means of communication and may not be responded to in a timely fashion. Reserve contact to the HIPAA compliant methods outlined above. Clinicians may, especially in the case of emergency, review any public social media content that you are associated with if it could be relevant to treatment and your well-being. However, in non-emergent situations, we will discuss social media content together should you choose to share that dimension of your life in treatment. You may find our practice or providers listed on business review sites such as Google Reviews, Yelp or Healthgrades. Note that we will not respond to reviews left on these sites about your care specifically due to confidentiality. If you have feedback about the care you have received, we encourage you to address that directly with us rather than on these. If you would like to write a review, regardless of whether it is positive or negative, we encourage you to create a pseudonym and not include any personally identifiable details in order to preserve your confidentiality. We are committed to ensuring that our patients receive appropriate medical care.

Communication with Other Providers and External Entities

Physical and mental health are inextricably linked. Excellent mental health treatment often depends upon a team approach that involves frequent communication among all mental health and general medical providers as well as other stakeholders. In order to provide high-quality care, we will frequently need to maintain contact with your medical (PCP and relevant specialists) and mental health (prescriber or therapist) providers. We will provide you with HIPAA-compliant Release of Information forms by which you can share with us your other providers' or stakeholders' contact information and give us permission to exchange information with them. Within our practice, we work collaboratively and meet regularly to discuss cases so by joining the practice, you agree to us communicating with other clinicians within our practice unless you specifically request that we do not, such as if you personally know one of our clinicians.

In the course of doing business, we may need to share your personal information with outside businesses such as insurance agencies, credit card processors and our electronic medical record vendor. Please note that when relevant we have Business Associate Agreements on file with these companies where they agree to uphold the standards of HIPAA to maintain your privacy. We only share the minimal information necessary to conduct business.

Confidentiality

Confidence in patient/doctor confidentiality is an essential component of mental health treatment. Information that you share with our practice will be kept strictly confidential and will not be disclosed without your consent. A written release of information is usually required for the transfer of information, except as discussed below.

To provide optimal care, we may need to discuss your treatment with a colleague. In this case, we will take pains to conceal or disguise identifying information, including using a pseudonym or first name only. In addition, we may receive peer supervision from other clinicians within our practice but no one from our practice will access your chart unless involved in your clinical care.

There are some exceptions where we may share information without your authorized release. For example, we are required to report abusive treatment and/ or neglect of a child, elder, or disabled person to the proper authorities. We must report the threat of serious bodily harm to oneself or others and take appropriate steps to prevent it. We may seek a patient's hospitalization in order to protect the individual. If warranted, we may notify the potential victim of a threat, as well as the potential victim's family members or police. In some legal proceedings, upon the order of the court, we may be obligated to testify or render records of your treatment. If a patient or a member of their family brings legal action against any of us and/or the practice, information may be disclosed if necessary and relevant to the case. For patients under the protection of a legal guardian, we will need to report general feedback on treatment progress to the guardian. In the event of non-payment of our treatment fees, we may need to disclose information to a collection service or small claims court. We also from time to time may share de-identified and anonymized data for the purposes of conducting research using real-world evidence and adhere to the highest standards for the de-identification of PHI.

Please note that loved ones or other concerned parties may at any time disclose information with clinicians at our practice. We are not able to confirm that a patient is under our care or provide other information without a signed release, except in case of emergency as noted above, but cannot reject information that is provided to us from people who know a patient. It is our practice to notify you if we do receive information like this from people in your life.

Please see our detailed Notice of Privacy Practices for further information.

Freedom to Withdraw

We each have the right to end treatment at any time. If you wish, at the time of termination, we will give you the names of other qualified mental health professionals or programs. If our practice or a clinician within our practice has made the decision to end treatment, we will generally provide a 30 day window of time to continue to provide coverage while new arrangements are arranged or until you meet with a new clinician, whichever comes first. Please note that if you have not made an appointment with your clinician after **1 year** from the last visit we will assume you no longer wish to be seen by the practice unless you have contacted us to make other arrangements. We will consider you discharged from the

practice at that time. Most patients are seen at a minimum of every 3 months and if you have not been seen in over a year, we would likely need to repeat much of the intake process if you choose to re-enter the practice and this is at our discretion.

Informed Consent

I have read and understood the preceding statements. I have had an opportunity to ask questions about them, and I agree to enter treatment with **One Mindful Place, PLLC**.

Signature:_____

Printed Name of Person signing form and relationship to the patient if signing on their behalf: _____

Date:_____