CONSENT TO BEHAVIORAL HEALTH TREATMENT AND PRACTICE POLICIES

Before you begin your discussion with a Behavioral Health (BH) professional, it is important you read and understand the following consent to Behavioral Health Treatment and Practice Policies ("Consent to Treatment").

IF THIS IS AN EMERGENCY OR CRISIS SITUATION, DIAL 9-1-1 OR 9-8-8 IMMEDIATELY

By clicking "Accept" you understand and agree to the following:
You understand the nature of the tele-behavioral health services (the "Services") you or your minor child will be receiving from Arcadian Telepsychiatry Florida, PA, Arcadian Telepsychiatry of California, PC, Arcadian Telepsychiatry PC, a Pennsylvania professional corporation, Arcadian Telepsychiatry, PA, a Texas professional corporation, Arcadian Telepsychiatry New Jersey, PC, Arcadian Telepsychiatry Delaware, PA and/or Arcadian Telepsychiatry Kanas, PA (hereinafter referred to as "Telemynd") and its health care providers (each a "Provider," and collectively, the "Providers");

- **You voluntarily agree to receive the Services for yourself, or you are agreeing for or on behalf of your minor child, and you authorize Telemynd to provide the Services.**
- **If you are agreeing to this Consent for Treatment for or on behalf of your minor child, you agree to actively participate in the planning of your child's care; and**
- **You understand that you have the option of discontinuing your treatment with Telemynd at any time.**

Insurance & Costs

Insurance:

We ask that you provide us with correct insurance information at the time of your appointment, and inform us of any changes, so we can file a claim and collect payment in a timely manner. All insurance payments are allocated in accordance with network participation and state law. We may be able to provide you with an approximation of your out-of-pocket cost for services by our Providers, however, it is your responsibility to verify your medical benefit coverage. You are responsible for the cost of co-pays, deductibles, any outside testing your Provider may recommend, which can include, but is not limited to, bloodwork, genetic testing, and sleep studies, as well as any other portion of the Services not paid by your insurance company.

Co-Pays:

You are expected to enter payment information into the patient portal prior to your initial appointment. We accept all major credit/debit cards. If you have a co-pay, you will be charged once your Provider has signed the completed session note.

Paying Out of Pocket:

You may pay directly for the Services if you do not have insurance coverage. Please call 866-991-2103 for self-pay rates.

Outstanding Balances:

For any outstanding balances, if your balance is not paid after three attempts to collect payment, we have the right to send your account to a collection agency. However, we will make every effort to offer a payment plan option to meet a patient's financial needs and to avoid any collection action.

For Employee Assistance Program (EAP) Clients Only:

There are no charges to you for using your EAP services. Please be aware that EAP only covers a specific number of authorized sessions. After your authorized sessions expire, if you continue counseling, we encourage you to make sure you know whether or not the EAP counselor is in your health plan's provider network and whether there will be any charges that might apply. Similarly, there may be charges should you be referred by Telemynd and choose to utilize outside health providers. If an outside referral is made, it is your responsibility to verify your medical benefit coverage as you are responsible for the cost of services. There may be charges should you be referred to and choose to utilize health providers outside of Telemynd. If an outside referral is made, it is your responsibility to verify your medical benefit coverage as the cost of services is your responsibility.

Clinician Testimony and Other Associated Costs:

Clinician testimony and the associated costs are not an item or service covered by your health plan. Thus, if a clinician is asked or subpoenaed to appear in court, you may be charged for their time and travel costs.

No Show Policy

Late Cancellation and No Shows. When appointments are cancelled at the last minute ("Late Cancellation") or not cancelled at all ("No Show"), it prevents other patients from obtaining needed services. Telemynd requires at least twenty-four (24) hours' notice directly to your Provider when cancelling an appointment. Notice of cancellation can be provided to your Provider by email or phone call. You are also able to contact Telemynd's booking team at (866) 991-2103 to have your appointment rescheduled. Telemynd's policy is that if you are more than fifteen (15) minutes late to your appointment, your Provider will treat this as Late Cancellation or No Show and you may be subject to the cancellation fees described below.

Late Cancellation and No-Show Fees.

- **NOT SHOWING UP FOR YOUR APPOINTMENT, OR NOT CANCELLING WITHIN 24 HOURS' MAY RESULT IN A CANCELLATION FEE OF $100.**
- **SATURDAY AND SUNDAY APPOINTMENTS REQUIRE A 48 HOUR CANCELLATION NOTICE.**
- **Please note the following:**
  - Your insurance company will not pay for Late Cancellations or No Shows, so you may be responsible for any fees associated with either a Late Cancellation or No Show**.**
  - The only time a No Show or Late Cancellation is excused is in the event of serious illness, hospitalization, or an unexpected emergency.
  - If you have a Late Cancellation or No Show for two or more scheduled appointments within a three-month time period, your Provider reserves the right to terminate the therapeutic relationship. Your Provider will work with you to provide appropriate referrals to other practices in the event that your Provider terminates the relationship.
  - If you are receiving medication management services and have two consecutive Late Cancellations or No Shows in a row, your Provider may not be able to refill any prescriptions without you first attending a check in appointment with your primary care provider to assess for any new medical concerns that may impact your medication management.

Your Legal Rights to Confidentiality

Please refer to our HIPAA Notice of Privacy Practices.

*If you are an active-duty service member serving in the United States Military or veteran of the armed forces referred to us by the VA, your primary care manager (PCM), Military Treatment Facility (MTF) or referring VA Medical Center can request your records, which *will be made available to them per* 45 CFR Part 164, DoD 6025.18-R and the written requirements of Humana Military, Healthnet Federal Services and The Veterans Administration.

Couples Counseling & Consent

(*Only applicable to individuals engaged in Couples Counseling*)

Telemynd offers Couples Counseling to couples seeking services related to their relationship. Couples Counseling focuses on the couple and their relationship, not on the individual partner. In addition to the consents, duties, responsibilities, and rights of the individuals found in this Consent to Treat, it is important to understand these additional rights when seeking and engaging in Couples Counseling.

There is no single patient when you are engaged in Couples Counseling, rather the couple as a unit is the patient. This means that information provided in a Couples Counseling session is not confidential or secret when it comes to your partner. Telemynd and its providers will not maintain any secrets or confidential information from your partner based on information gathered or learned in relation to your Couples Counseling sessions. If, as part of Couples Counseling, you or your partner engage in a one-on-one session with your provider, outside of the presence of you or your partner, this information will not be considered confidential in relation to your partner and could be disclosed to your partner.

Please note there may be exceptions to these rules regarding disclosures of information to your partner. For example, if there are allegations made regarding a partner's safety or allegations of abuse, this information may not be shared with the other partner and instead it may be shared for purposes of protecting the individual or couple, including with law enforcement. If you are also treating with Telemynd in your individual capacity, unrelated to Couples Counseling, this information will remain confidential, and we will not disclose it to your partner without your written authorization.

I agree to the following:

- Couples Counseling records are considered confidential, but may be accessed by and released to me and/or my partner, unless legal or ethical guidelines prohibit the access and release of any records;
- My provider is under no obligation to keep confidential or secret any information learned about me or my partner during our Couples Counseling sessions from either of the partners involved;
- Couples Counseling records will not be released to a third party without written consent from both partners, except when required by law;
- While a "primary client" may exist for purposes of record keeping and insurance, both partners will be treated equally, and the couple will be seen as the patient for any session where both parties are present; and
- Counseling records may be stored in the primary client's records, but these records will be accessible by the partner, upon request (this does not include records from the primary client's individual sessions unrelated to Couples Counseling).

Safety and Behavior Expectations

Drug and Alcohol Use. You and your Provider have the right to expect your interactions will occur while all parties are not under the influence of any substance (prescribed, over-the-counter, unprescribed, legal, recreational, or illegal). If either party presents in the session to be under the influence, the session should be terminated, and an email should be sent to incidents@telemynd.com for further review. Providers recognize that substance use can be a factor in treatment, and when this is the case, a plan will be developed with you to address this aspect of the work within the safety planning discussion.

Session Environment and Driving. Telemynd follows its Privacy Policy, the Telemynd's Notice of Privacy Practices and HIPAA's rules and regulations before, during, and after your sessions. A copy of Telemynd's Notice of Privacy Practices can be found on the footer of our website located at www.telemynd.com. You should attempt to the best of your ability

to have a safe and quiet space for your sessions. This includes trying to ensure that no third parties are present or any other factors that may distract you from providing your full attention to the Provider. Both the Provider and your cameras should be at the same eye level with both of your faces clearly visible for the best quality communication. Neither Provider nor you should be using a phone while in session unless in the event of an emergency. Additionally, no participant should be actively driving during the session, due to safety for yourself and other on the road, as well applicable laws regarding distracted driving.

No Disruptive or Discriminatory Conduct. Telemynd expects all interactions between Telemynd and patients to be based on mutual respect and to foster a trusting and collaborative relationship between patients, providers, and all Telemynd staff. As such, Telemynd has a zero tolerance policy with respect to patients that are disruptive, disrespectful, or discriminatory. If such behavior occurs, your services may be terminated.

Emergency Communications

Our Services are not for medical emergencies or urgent situations. You should not disregard or delay seeking medical advice based on anything that appears or does not appear on our Services. **If you believe you are experiencing an emergency, call 9-1-1 or 9-8-8 (Mental Health) immediately.**

If at any time during the Services, you begin or are experiencing or having suicidal or homicidal thoughts, actively experiencing psychotic symptoms, or experiencing a medical or mental health crisis that cannot be resolved remotely, it may be determined by your Provider that the Services are not appropriate, and a higher level of care is required. Your Provider may instruct you to seek those services, or, in the event of an emergency, your Provider may need to contact outside emergency services and/or your identified emergency contact.

Quality Assurance

Telemynd strives to provide you quality service. We may follow up with you after your appointment to ensure your satisfaction with the services rendered. If you have any comments or concerns, please contact Telemynd at (866) 991-2103 or email us at support@telemynd.com.

Appointment Reminders

We use email, text and phone call reminders for your appointments. You may request your BH provider or Telemynd customer service to change these preferences at any time.

Mandatory Statement Regarding Mental Health Professionals in Colorado (For Colorado Patients Only)

The Colorado Department of Regulatory Agencies ("DORA") requires that all mental health professions inform you, the client, of the following information:

a. Regulation of Mental Health Professionals

DORA, Division of Professions and Occupations ("DOPO") has the general responsibility of regulating the practice of licensed psychologists, licensed clinical social workers ("LCSW"), licensed professional counselors ("LPC"), licensed marriage and family therapists ("LMFT"). The State Board of Marriage and Family Therapist Examiners regulates LMFTs, the Colorado State Board of Social Work Examiners regulates LCSWs, and the Colorado State Board of Professional Counselor Examiners regulates LPCs (individually a "Board" and collectively the "Boards"). Each of these Boards can be reached at the following address, phone number, fax number, and email address:

1560 Broadway, Suite 1350
Denver, CO 80202
Phone: 303.894.7800
Fax: 303.894.7764
Email: DORA_MentalHealthBoard@state.co.us

b. Information About Your Provider

Your primary therapist will be assigned following intake to ensure your needs and goals align with your assigned provider's specialty. Please note, the provider completing your intake may not be your assigned provider; however, the selection of your provider will be discussed with you and any preferences will be prioritized. Information about your primary therapist, as well as information about all of the mental health professionals who provide services on our behalf can be obtained by contacting Telemynd at care@telemynd.com. Should you have any questions regarding the state of your provider's licensure or supervision please contact Telemynd at care@telemynd.com.

c. Client Rights

- You are entitled to receive information about the methods of therapy, the techniques used, and recommended duration of treatment and the fee structure.
- You may seek a second opinion from another therapist or may terminate therapy at any time.
- Sexual intimacy between a therapist and a patient is never appropriate and should be reported to the appropriate Board referred to in the section above.
- The information provided by you to the providers listed above during therapy sessions is confidential, except as provided in Section 12-245-220 and except for certain legal exceptions that will be identified by your provider should any such situation arise during therapy.
- Your records may not be maintained after seven years pursuant to Section 12-245-226(1)(a)(II)(A).

Mandatory Notice to Clients Regarding Mental Health Professionals in Texas (For Texas Patients Only)

The Texas Behavioral Health Executive Council ("BHEC") requires that all mental health professions inform you, the client, of the following information:

a. Texas Notice to the Public of Complaint Process

- The Texas Behavioral Health Executive Council ("BHEC") investigates and prosecutes professional misconduct committed by marriage and family therapists, professional counselors, psychologists, psychological associates, social workers, and licensed specialists in school psychology.
- Although not every complaint against or dispute with a licensee involves professional misconduct, the BHEC will provide you with information about how to file a complaint.
- The Texas BHEC website is www.bhec.texas.gov. You may also call 1-800-821-3205 for more information.
- This notice is provided in accordance with Rule 884.31 of the Texas BHEC located in the George H.W. Bush State Office Building at the following 1801 Congress Ave., Ste. 7.300, Austin, Texas 78701.

b. Texas Consumer Access to Health Records and Complaints

- You are entitled to request a copy of your health records by contacting Telemynd at records@telemynd.com
- The disciplinary and licensing authority for mental health professions, the Texas BHEC, can be contacted via the Texas BHEC website at www.bhec.texas.gov. You may also call 1-800-821-3205 for more information.
- You may file a consumer complaint with the Office of the Attorney General by visiting the Office of the Attorney General's Consumer Protection webpage.
- This notice is provided in accordance with Section 181.105 of the Texas Health and Safety Code.

Acknowledgement of Consent, Understanding of Patient Expectations and Terms of Use

By signing below, I confirm and acknowledge that I have read and understand the above Consent to Behavioral Health Treatment, Practice Policies and the Company Terms of Use located at https://www.telemynd.com/terms-of-use.

Further, I confirm I am the client/patient or authorized to sign on the client/patient's behalf.

CLIENT/PATIENT NAME/SIGNATURE: _____

SIGNATURE OF PARENT/GUARDIAN: _____
(If client is under the age of 18)

NATURE OF RELATIONSHIP TO CLIENT: _____

DATE: _____