WELCOME

This packet is for you to keep. We ask that you sign and return an Acknowledgement that you have received this packet prior to the start of treatment (see page 13) in addition to the Authorization to keep your credit card on file (see page 14).

SUMMARY OF SERVICES

Telepsychiatry: On A Mission
Modyfi is the online mental health and wellness clinic - Giving people the opportunity to see medication providers, therapists, nutritionists and other mental health and wellness professionals in their homes, places of work... anywhere! Our goal is to incrementally improve access to care for mental health services to everyone, of every socio-economic class, in every state, and someday around the world. We are focused on bringing quality psychiatric and mental health services to people in a convenient way. Our holistic approach is entirely evidence based, and we strive to consistently incorporate new evidence based techniques into our practice. We are a growing company that aims to invest in our employees so they can be dedicated to providing exceptional customer service. Modyfi values a collaborative approach to care, building strong relationships with other providers, the community, and most importantly YOU.

How It Works
After scheduling your first appointment online you will immediately receive two emails: One confirming your appointment with a link to your provider’s online clinic, powered by our telemedicine partner VSee; and one with a calendar invitation and the information for your appointment. There will be a unique link in the calendar invitation email from which to reschedule or cancel your appointment. You will also receive an email from Docusign to electronically sign the consent for treatment and authorization to keep a credit card on file, and an email from Kareo, our EHR system, to create your patient portal.

If this is your first appointment; we strongly advise downloading and setting up the VSee Messenger app immediately to your home computer, or VSee Clinic app to your tablet or smartphone. The VSee apps will be used to conduct the HIPAA compliant, 256bit encryption, video visits. The VSee apps, including VSee Messenger for tablet and smartphone, will also be used for HIPAA compliant texting and file exchange with
providers and staff on an ongoing basis. For any technical support with VSee Messenger just call 650-614-1746 or email support@vsee.com. All technical issues need to be addressed prior to your appointment. Please see below our website (www.modyfi.com) for links to the VSee apps, or search the Apple App Store or Google Play Store. Within 72 hours you will receive two more emails; One will have a link to set up your patient portal in Kareo, our electronic medical record, and the other will be a link to electronically sign the informed consent and notice of privacy practices document. If you did not upload a picture of the front of your state identification card, front of your insurance card, and back of your insurance card while registering for your appointment, then please upload these pictures to either the VSee app or your patient portal prior to your initial appointment.

Again, all technical issues need to be addressed, VSee downloaded, patient portal setup, and paperwork completed prior to your appointment. We can allow 15-20 minutes at the beginning of your first appointment if there are any last minute issues, but we will need to reschedule if the issues cannot be quickly resolved. Please keep in mind, this 2 hour appointment time is reserved specifically for you, to address your concerns. If there is a good faith effort made to complete paperwork and technical setup then we will work on-on-one with you to address the concerns and come to a solution. However, if there is no good faith effort made to complete paperwork and technical setup then the client will be charged as a reschedule or cancellation within 24 hours, 50% of the fee for service cost (50% of $300 = $150). If you have any questions please do not hesitate to contact us via email or phone, or schedule a FREE informational meeting on our website (www.modyfi.com). We are here to help.

After the initial assessment, if ongoing treatment is agreed upon, follow up appointments can be scheduled for medication management and therapy. If new medications are started we require close monitoring and will schedule a follow up visit in 2-4 weeks. This is done to ensure medications are being taken as prescribed, assess for side effects, and to make dosage adjustments as necessary to achieve optimal results. Subsequent visits may be in 15, 30, or 60 minute intervals depending on your needs, desires, and goals for treatment. We no longer offer 15 minute medication checks. If you and your provider agree that you are stable on your treatment regimen follow up appointments can then be scheduled at three month intervals.

**Payment of Fees**
Your insurance copay or fee for service is due on the day of your appointment. All major credit cards are accepted, including those associated with an FSA or HSA accounts. Please contact your FSA or HSA prior to your first appointment to ensure your card can be used with our system. There may be some circumstances where fees are not paid at the time of service. In these cases, payment can be made from your Kareo patient portal. Payment must be made in a reasonable time to continue treatment. If you have any questions about insurance coverage please call your insurance company or our
Medication Refills
Please be assured that you will be provided with sufficient medications or refills to last you until your next appointment. In order to continue medications, regular follow up appointments are required to assess progress and side effects, check lab results, and make adjustments accordingly. In the unlikely event of running out of medications prior to your scheduled appointment, please let your provider know via VSee, your patient portal, or call the office at 240-771-5793.

Controlled Substances
If a benzodiazepine, stimulant, suboxone, or any other controlled substance is indicated for treatment, an in-person assessment, or telepsych appointment at a DEA regulated facility (e.g. doctor’s office, hospital), is required by law. Policies and procedures surrounding the prescription of controlled substances online are still being developed at a federal level, and are currently handled on a case by case basis at Modyfi. Benzodiazepines like Ativan (lorazepam), Klonopin (clonazepam), and Xanax (alprazolam) are useful tools for treating panic disorder and extreme anxiety, but are often times overprescribed, in part due to physiological tolerance and dependence. According to the American Psychiatric Association, more than one in eight adults in the United States used benzodiazepines in 2017, which is concerning as withdrawal from benzodiazepines can be life threatening. At Modyfi, benzodiazepines are rarely prescribed as more than an emergency medication. The same laws apply for the prescription of stimulants like Adderall (Amphetamine) and Ritalin (Methylphenidate) and the partial agonist opioid, Buprenorphine. Even if you have taken these medications for years they can not be prescribed, by law, until an in person assessment is completed.

Informed Consent, Rights & Responsibilities, and Notice of Privacy Practices

INFORMED CONSENT

Philosophy of care
We believe in providing treatment that is strengths-based and solution-focused. We believe you should be treated as a whole person. We collaborate with others when it is indicated and authorized. This includes managed behavioral healthcare, PCPs & other healthcare providers, hospitals, and schools. We individualize treatment to match your needs. We provide high quality care. We review progress and outcomes in treatment. We believe in providing the most cost-effective care, in the least restrictive setting.

Each individual clinician may be different in their approach to care. However, these qualities are overarching. You may learn more about your clinician’s philosophy and
experience by checking our website (www.modyfi.com) or contacting us for that information.

**Treatment Options & Medical Necessity**

Modyfi currently offers individual therapy, life coaching, and psychiatric medication management services. Group therapy, family therapy, case management, and skills training will likely be offered in the future, but are not currently available. All services rendered will be "medically necessary". This means that 1) you have a covered condition (i.e., diagnosis) and 2) the services are expected to make improvements on that condition (as well as other factors).

**Risks & Benefits**

Mental health services are generally effective in treating most mental health conditions. We review outcomes and find that most people benefit from therapy and/or medications. Few people get worse from treatment. Improvements do require attending appointments and following through with recommendations. When we develop a treatment plan with you, we will discuss risks and benefits. Also, if you are provided medication management services, the provider will talk with you about risks and benefits of medications that are prescribed.

**Minors & Custody**

Modyfi's role is to help people with mental health issues make lasting improvements. It is not our role to conduct a custody evaluation, determine whether a parent is "fit" or not, recommend one parent over another, nor focus on reunification of a child and parent. We will not testify in court about custody issues, unless we are compelled by a court. If you need help with custody issues, we can refer you to clinicians who specialize in this area.

For children with divorced parents, we expect the parents to communicate with each other about services, decide who will schedule appointments, who will bring the child to treatment, etc. The clinician and the child cannot be messengers between parents. It is important to note that both parents have access to a child's record, regardless of custody. The only exception is if parental rights have been revoked. Since children benefit from an expectation of some privacy, we try not to share details of what a child says or does in treatment. We will share progress in treatment, as well as notify parents of any risks of harm. We include parents in treatment for the benefit of the child.

**Minor Consent**

Modyfi may provide treatment to any adult who is 18 (eighteen) years or older. Anyone 17 (seventeen) years of age or younger must be accompanied by a parent or legal guardian. There may be very clear legal or clinical reasons why a parent should not be involved. These reasons include having been sexually abused by a parent or being "emancipated". Minor children may give informed consent to if under age 18 and
lawfully married. It is also important to know that parents have a right to access a minor's record, unless parental rights have been revoked, up until the son/daughter turns 18 years of age.

RIGHTS & RESPONSIBILITIES

We recognize the following rights:

- Be treated with dignity and respect
- With your treatment plan:
  - Choose from available services and supports that are consistent with your treatment plan
  - Participate in and assist in the development of the written plan
  - Receive services consistent with that plan
  - Participate in periodic review and reassessment of service and support needs
  - Assist in the development of the plan
  - Receive a copy of the written plan
- Have all services explained, including expected outcomes and possible risks
- Services in the most integrated setting in the community and under conditions that are the least restrictive to your liberty, least intrusive to you and that provide for the greatest degree of independence
- Confidentiality and the right to consent
- Inspect your Individual Service Record
- Not participate in experimentation
- Receive medication specific to the individual's diagnosed clinical needs
- Receive prior notice of service conclusion or transfer, unless it poses a threat to health and safety
- Be free from abuse or neglect and to report any incident of abuse or neglect without being subject to retaliation
- Have religious freedom
- Be free from seclusion and restraint
- Be informed at the start of services, and periodically thereafter, of the rights guaranteed by this rule
- Be informed of the policies and procedures, service agreements and fees applicable to the services provided, and to have a custodial parent, guardian, or representative, assist with understanding any information presented.
- A summary of policies are available upon request. Have family involvement in service planning and delivery; Make a declaration for mental health treatment, when legally an adult
- File grievances, including appealing decisions resulting from the grievance
- Exercise all rights described in this rule without any form of reprisal or punishment.
**Advance Directives**

Every adult has the right to make decisions about his/her medical treatment. This includes the right to decide now whether to accept or refuse medical treatment in case you are physically or mentally unable to make them sometime in the future. This is outlined in an "Advance Directive" form. For a medical advance directive, you may ask your clinician or contact the state health board.

**Complaints & Grievances**

If you are unhappy with services at Modyfi, you have a right to file a complaint. You may do it informally by talking directly with your provider, clinician, or clinical coordinator. You may also write a formal letter to our corporate address: 400 West Peachtree St NW, Suite 4-607, Atlanta, GA, 30308. Most complaints should be resolved within a week. It may take up to thirty days, depending upon the situation. If there is an urgent situation (i.e., someone is at risk of harm), the complaint is resolved within 48 hours from when we receive the complaint. You may appeal the response to the complaint verbally or in writing.

We will not retaliate if you make a complaint. We will not reduce or terminate services based on the fact that you made a complaint. You are immune from civil or criminal liability with respect to the making or content of a complaint made in good faith. We treat anyone who complains with respect and confidentiality. We also respect the confidentiality of our staff regarding personnel issues (such as disciplinary actions).

**Responsibilities**

There are also responsibilities that come with receiving treatment at Modyfi. These include the following:

**Payment:** Modyfi does not currently accept public health insurances, Medicaid and Medicare. All providers accept fee-for-service, but private insurances accepted will vary by provider. To verify insurance coverage please call your insurance company or our medical billing partner, DMBS, at 888-924-3627 ext 0. The patient is ultimately responsible for all charges and fees. If you are no longer able to pay out of pocket for appointments we may provide transitional appointments, as clinically necessary, and any necessary medication refills. We will also inform you of other options including free or reduced cost services elsewhere.

**Deposits & Prepay:** A refundable deposit, equal to the fee-for-service cost, is required for all initial evaluations where the patient will be using insurance. All fee-for-service clients are required to prepay for their appointments.

**Cancellations, Reschedules, No-Shows:** Please make sure you are available for the appointment time you schedule before scheduling your appointment. We understand that life happens, things will come up, and thus you can cancel or reschedule appointments 24 hours or more before the appointment time. Cancellations or
rescheduled appointments within 24 hours are charged 50% of the appointment fee, and no shows are charged 100% of the appointment fee. Appointments can be cancelled or rescheduled via the confirmation email sent to you when you initially booked the appointment. If you have questions on how to cancel or reschedule an appointment please call 240-771-5793 or email info@modyfi.com. If office staff are not available, you may send a message on the VSee apps or leave a voice message on the confidential voicemail. A late cancellation or no-show has an impact. If we have enough notice of a cancellation, we can provide help to someone else. A late cancellation or no-show means that we were unable to serve another person. Modyfi provides automated reminder emails for appointments. These reminders are provided as a courtesy. You are responsible for attending your appointments.

**Discharge:** Modyfi’s online mental health and wellness clinic clients who have not received services during the most recent consecutive 60-day period, and for whom attempts to contact have been unsuccessful, will be sent a warning email and text message stipulating that the client may be discharged if he or she has not communicated with and/or made an appointment with their medication prescriber or therapist within 30 days of the date of the letter. After 90 days of no contact and unsuccessful attempts to contact the client, he or she will be administratively discharged. A discharge letter and referral information including patient’s insurance and NAMI will be sent to the client or guardian.

**Crisis & Emergencies:** If you are having an emergency please call 911 or proceed to the emergency department of the nearest hospital. Once there, have the provider in charge of your case call your Modyfi provider at 240-771-5793. If you need an urgent response from your provider during office hours please send a message to your provider through the patient portal, via VSee apps, or call the office at 240-771-5793.

**NOTICE OF PRIVACY PRACTICES**

This Notice describes how protected health information (PHI) about you (or your child) may be used and disclosed at Modyfi. This includes all our staff and contractors at all our sites. This Notice describes how you can access your information and your other privacy rights. We are required by law to 1) make sure your medical information is kept private, 2) give you this Notice about our legal duties and privacy practices about your health information and 3) do what we say in the Notice.

If you have questions or concerns about privacy of information, you may contact Modyfi at info@modyfi.com or 240-771-5793.

**Use & Disclosure of Protected Health Information (PHI):**

We may use or disclose information about your treatment for the following reasons:
Written Authorization: We have a form you can complete that allows us to share PHI with someone or an organization.

Treatment: We use and disclose your PHI to you in order to provide treatment and other services. We may contact you to provide appointment reminders. We may talk to you about alternatives or other benefits and services that may be of interest to you. We may share information between Modyfi mental health providers, clinicians, and support staff in order to coordinate care. We may disclose information for supervision or case consultation within Modyfi.

Payment: If ever applicable, we may use and disclose your PHI to obtain payment for services that we provide to you from your insurance plan or payer.

Health Care Operations: We may use and disclose your PHI for our health care operations. This includes our internal administration and planning. This also includes various activities that improve the quality and cost effectiveness of the care that we deliver to you. For example, we may use PHI to evaluate the quality and competence of our providers or therapists. We may also disclose information within Modyfi in order to resolve complaints.

Disclosure to Relatives Close Friends and Other Caregivers: We will use or disclose your PHI to a relative, friend, or caregiver only if you are present and we can reasonably infer you do not object to the disclosure. For example, if you bring a friend or relative to a session, we may decide to use or disclose Information for treatment purposes.

Public Health Activities: We may disclose PHI for the following public health activities: (1) to report health information to public health authorities for preventing or controlling disease, injury or disability; (2) to report information about products and services under the jurisdiction of the U.S. Food and Drug Administration; (3) to alert a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading a disease or condition; and (4) to report information to your employer as required under laws addressing work-related illnesses and injuries or workplace medical surveillance.

Abuse or Neglect: If we reasonably believe you are a victim of abuse, neglect or domestic violence, we may disclose your PHI to the appropriate government authority. This includes children, persons who have a mental health diagnosis, and the elderly. We may also disclose PHI if we come in contact with someone who has abused or neglected someone as defined by state laws.

Health Oversight Activities: There are organizations that are responsible for overseeing compliance with government rules for delivering healthcare. We may disclose your PHI to such organizations to ensure compliance.

Judicial and Administrative Proceedings: We may disclose your PHI in response to a court or administrative order.
**Law Enforcement Officials:** We may disclose your PHI to the police or other law enforcement officials as required or permitted by law or in compliance with a court order or a grand jury or administrative subpoena. This includes, but is not limited to, identifying or locating missing persons, fugitives, or suspects, or reporting crimes committed on our property.

**Decedents:** We may disclose your PHI to a coroner or medical examiner as authorized by law. We may also disclose PHI as required for any investigation related to a death as allowed by law.

**Health or Safety:** We may use or disclose your PHI to prevent a serious and imminent threat to someone's health or safety.

**Special Government Functions:** We may use and disclose your PHI to units of the government with special functions, such as the U.S. military or the U.S. Department of State when the law requires it.

**Workers Compensation:** We may disclose your PHI as authorized by and to the extent necessary to comply with state law relating to workers' compensation or other similar programs.

**As required by law:** We may use or disclose PHI when required to do so by any other law not listed here.

**Uses and Disclosures of Your Highly Confidential Information**

In addition, federal and state law imposes special privacy protections for "Highly Confidential Information". This includes alcohol and drug abuse treatment program services, HIV/AIDS testing, and genetic testing. To disclose this information (unless allowed or required by law), we will obtain your authorization.

**Coordination with Health Care Providers**

We believe in treating the whole person. So, it is important for us to coordinate care with your other health providers, especially your PCP, and we may ask you to complete a release of information. Both federal and state privacy laws encourage this coordination between health care providers. We only share basic information such as diagnostic information, plans for care, and medications (if they are prescribed). If we need to share other information, it will be only the minimum necessary to coordinate care. You may "restrict" this disclosure if you do not want us to share information with your provider.

**Your Rights Regarding Your Protected Health Information**

**Complaints:** If you want more information about privacy or you have a concern about your privacy at Modyfi, you may contact Modyfi at info@modyfi.com or 240-771-5793.
You may also file written complaints with the Office for Civil Rights of the U.S. Department of Health and Human Services. We will not retaliate against you if you file a complaint against us.

**Right to Request Additional Restrictions:** You may request restrictions on our use and disclosure of your PHI. This is for treatment, payment and health care operations. We are not required to agree to the request. To request a restriction, contact our Privacy Officer for the form. We will send you a written response to a completed form. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information with your health insurer. We will say "yes" unless a law requires us to share that information.

**Right to Request Confidential Communications:** You may request, and we will accommodate, any reasonable written request for you to receive your PHI by alternative means of communication or at alternative locations.

**Right to Revoke Your Authorization.** You may request to revoke an Authorization by contacting Modyfi at info@modyfi.com or 240-771-5793. If we have already used or disclosed information, we cannot take the information back.

**Right to Inspect and Copy Your Health Information:** You may request access to your health information with Modyfi. To access your records, complete a Record request form by contacting info@modyfi.com or 240-771-5793. There are limited circumstances where we may deny you access to portions of your record. If you request copies, we will charge you $10.00. We will also charge you for our postage costs, if you request that we mail the copies to you. If you request a summary of your PHI, we will charge you $150 per hour for completing the summary.

**Right to Amend Your Records:** You may request that we amend PHI at Modyfi. To amend your records, obtain and complete an Amendment Request Form by contacting Modyfi at info@modyfi.com or 240-771-5793. We will comply with your request unless we believe that the information that would be amended is accurate and complete or other special circumstances apply.

**Right to Receive an Accounting of Disclosures:** You may request a listing of some types of disclosures of your PHI. This applies to disclosures within the last six years. If you request an accounting more than once during a twelve (12) month period, we will charge you $10.00 for each page of the accounting statement.

**Right to Receive Paper Copy of this Notice:** This is a paper copy of our Notice. You may receive paper copies by contacting the Privacy Officer or Medical Records described above.

**Right to Be Notified of a Breach:** We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
Informed Consent and Privacy for Telemedicine

Consent for Telemedicine Consultation

1. I understand that my health care provider wishes me to engage in a telemedicine consultation.
2. My health care provider explained to me how the video conferencing technology that will be used to affect such a consultation will not be the same as a direct client/health care provider visit due to the fact that I will not be in the same room as my provider.
3. I understand that a telemedicine consultation has potential benefits including easier access to care and the convenience of meeting from a location of my choosing.
4. I understand there are potential risks to this technology, including interruptions, unauthorized access, and technical difficulties. I understand that my healthcare provider or I can discontinue the telemedicine consult/visit if it is felt that the videoconferencing connections are not adequate for the situation.
5. I have had a direct conversation with my provider, during which I had the opportunity to ask questions in regard to this procedure. My questions have been answered and the risks, benefits, and any practical alternatives have been discussed with me in a language in which I understand.

Consent to Use the Telemedicine Portal through VSee

VSee is the technology service we will use to conduct telemedicine video conferencing appointments. It is simple to use and there are no passwords required to log in. By signing this document, I acknowledge:

1. VSee is NOT an Emergency Service and in the event of an emergency, I will use a phone to call 911.
2. Though my provider and I may be in direct, virtual contact through the VSee telemedicine portal, VSee does not provide any medical or healthcare services or advice including, but not limited to, emergency or urgent medical services.
3. VSee facilitates video conferencing and is not responsible for the delivery of any healthcare, medical advice or care.
4. I do not assume that my provider has access to any or all of the technical information in the telemedicine portal by VSee – or that such information is current, accurate or up-to-date. I will not rely on my health care provider to have any of this information about the telemedicine portal through VSee.
5. To maintain confidentiality, I will not share my telemedicine appointment link with anyone unauthorized to attend the appointment.
Telemedicine HIPAA and Privacy

I understand and agree to participate in a telemedicine encounter with Modyfi and I understand and agree to the use of said telemedicine functionalities in my care.

Risks of participating in a telemedicine visit include, but may not be limited to:

- The connection may fail to work or may be disconnected during an encounter, which might result in delays in care.
- If it is felt that the care rendered during the visit is not sufficient to appropriately address my problem or provide adequate care I may be required to see my provider in-person.
- In very rare instances, security protocols could fail, causing a breach of privacy of personal and medical information - in these situations, my providers will utilize any and all means necessary to correct the error as outlined in the policies related to HIPAA, Privacy, and Terms of Use and will notify me of the status of such breach and attempts at correction.
- My insurance may not cover telemedicine services rendered and I will be required to pay for such service.

Benefits of participating in a telemedicine consult include:

- I will have access to medical providers without the costs associated with travel.
- I will be able to stay close to home and in proximity to my family and caretakers.
- Telemedicine will continue to grow and be widely utilized by my providers in the future.
- Telemedicine reduces overall costs of medicine and is beneficial for patients, insurers, and providers.
- The technology needed to perform telemedicine is constantly improving.

I understand that ancillary staff, nurses, medical assistants, therapists, doctors, and other such healthcare employees may be present during the telemedicine visit, whose presence may be required for the purposes of obtaining an adequate intake, history, physical examination, or operating equipment. I understand that I have the right to discontinue the telemedicine encounter at any time without it affecting my right to further care or treatment. I understand that any and all laws related to medical practice, privacy, and confidentially also apply to telemedicine. I have read this document and understand the risks and benefits as listed above and have had my questions adequately answered. I hereby consent to participate in said telemedicine visit under the conditions described in this document.
Changes to this Document

We may change the terms of this Consent and Privacy Document at any time. If we change this Document, we may make the new terms effective for all PHI that we maintain, including any information created or received prior to issuing the new Document. If we change this Document, we will post the new one online. You also may obtain a copy of any new Document by contacting Modyfi at info@modyfi.com or 240-771-5793.

Effective Date: This Document was first effective on March 2, 2019 and was last amended on Feb 24, 2020.

BY SIGNING BELOW I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.

By signing this form, I certify:

1. That I have read or had this form read and/or had this form explained to me.
2. That I fully understand its contents including the risks and benefits of the procedure(s).
3. That I have been given ample opportunity to ask questions and that any questions have been answered to my satisfaction.

__________________________________________________________________________________
Patient/Legal Guardian Signature                  Date/Time
__________________________________________________________________________________
Patient/Legal Guardian Printed Name               Relationship to Patient
CARD ON FILE - AUTHORIZATION FORM

Information to be Completed by Cardholder

The undersigned agrees and authorizes Modyfi to save the credit card indicated below in our billing and EMR system, Kareo.

Patient’s Name: ____________________________________________________________

Name as it appears on the credit card: __________________________________________

Credit Card Number: ________________________________________________________

Expiration Date: ______ / _______ Billing Zip: _________ CVV (3 digit code): ______

Type of Card: ☑ MasterCard ☑ Visa ☑ Discover ☑ Amex

I _________________________________________________ authorize Modyfi to process the above credit card as “Card on File”. I understand this authorization will remain in effect until the expiration of the credit card account.

__________________________________________________       ______________________
Cardholder’s Signature                             Date