



7300 West 110th Street  
Suite 700 - #8019  
Overland Park, KS 66210  
Phone: (913) 295-0501  
Fax: (620) 634-0765

## MEMBERSHIP PRACTICE POLICIES

### APPOINTMENTS AND CANCELLATIONS

- The standard meeting time for the MindRx Mental Healthcare, LLC subscription visits or Single Evaluation Visit is 30 minutes. For routine follow up visits the standard meeting time is 15 minutes. The patient may choose to end the meeting earlier than the maximum allotted timeframe.
- Payment is required at time of booking appointment.
- Cancellations and re-scheduled visits will be subject to a full charge if NOT RECEIVED AT LEAST 48 HOURS IN ADVANCE. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for an appointment, you may lose some of the allotted time for that appointment. Your card will automatically be billed 24 hours prior to your appointment if payment is not received.

**PROVIDER ACCESSIBILITY:** If you need to contact MindRx Mental Healthcare, LLC between sessions, please send us a message through the patient portal. We are often not immediately available; however, we will attempt to return your message within 48 hours. Please note that Face-to-face video visits are required for a telehealth visit. If a true emergency situation arises, please call 911, 988, or go to your local emergency room.

### ELECTRONIC COMMUNICATION

We cannot ensure the confidentiality of any form of communication through electronic media, including, but not limited to, text messages, telephone communication, the Internet, facsimile machines, and e-mail. By providing an e-mail address and cell phone number on patient intake, you authorize us to communicate with you by e-mail or text message regarding Your "protected health information" (PHI). Patient further acknowledges that all such communications may become a part of the medical record. If you consent to the above means of communication by participating, you expressly waive the Provider's obligation to guarantee confidentiality with respect to same. Telehealth is broadly defined as the use of information technology to deliver medical services and information between two parties that are at different locations. The above electronic means of communication are considered telehealth. Utilizing telehealth services through MindRx Mental Healthcare, LLC is voluntary in nature and you need to understand:

1. You have the right to withhold or withdraw your consent for telehealth services at any time. If this occurs, you need to understand that we cannot provide care for you any longer as MindRx Mental Healthcare, LLC is strictly a telehealth practice.
2. We will protect your protected health information in the same fashion as a brick and mortar practice. You need to understand though that data breaches can happen, and we cannot assure your information is 100% protected.
3. We will not use your protected health information for research purposes unless you give us consent to do so.



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4. You must be physically located in the State of Kansas at the time of service for a telehealth visit to be performed.
5. There are potential benefits, risks and subsequent consequences of telehealth. Potential benefits include, but are not limited to improved access to care, reducing costs, improving the quality of visits, and reduction of travel time associated with healthcare visits. The healthcare provider will make assessments, diagnoses, and treatment plans based off all the visual and auditory information provided during the video conference. You must understand that this is limited and poses potential risks including, but not limited to the provider's inability to make complete diagnostic assessments that might require a physical exam and to see the patient in person. During an in-person encounter, a healthcare provider has the ability to see the entire patient including but not limited to their gait, smell, general appearance, and demeanor. Potential consequences thus include the provider not being aware of clinically significant information that you may not recognize as significant to present verbally to the provider.

It is at the provider's discretion to obtain a full physical examination of the patient prior to initiating treatment. An inspection examination will be performed during the initial video visit. A physical exam can be done by a local primary care provider or at an urgent care and sent to MindRx Mental Healthcare, LLC.

## **MINORS**

We require parental consent for all visits done through telehealth. We require your parents to be present during a portion of the visit to ensure that they are consenting to treatment. If you are a minor, your parents may be legally entitled to some information about your treatment. We will discuss with you and your parents what information is appropriate for them to receive and which issues are more appropriately kept confidential.

## **SCOPE OF SERVICES**

I understand that I am voluntarily engaging in a telehealth consultation with MindRx Mental Healthcare, LLC providers, which includes an Advanced Practice Registered Nurse who practices independently without supervision of a physician, only engaging in psychiatric care practice including; Definition of psychiatric care includes physical and mental health promotion, assessment, evaluation, disease prevention, health maintenance, counseling, patient education, diagnosis and treatment of acute and chronic illnesses, inclusive of behavioral and mental health conditions. Your membership includes monthly visits with your provider via telehealth, a personalized diet and exercise plan, and an evaluation visit. We do not bill health insurance or any other third parties for services included in the periodic fee. This agreement is not health insurance and does not meet any individual health insurance mandate that may be required by law.



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## MONTHLY SUBSCRIPTION SERVICE

Your monthly membership subscription allows for an initial evaluation visit, unlimited messages/check in's to your provider, and monthly telehealth visits.

Your initial evaluation visit will be \$150 with the month-by-month membership subscription.

## ADDITIONAL FEES

Costs of labs, imaging, and prescriptions are not included in subscription. However, you may use your own insurance to cover these costs.

\*Per New York State Laws: New York patient subscription includes one monthly telehealth visit, all additional telehealth visits are \$35 per visit. Discount labs not available. However, you may use your insurance to cover labs.

## DURATION OF AGREEMENT AND AUTOMATIC RENEWAL PROVISIONS

- I understand that my participation in MindRx Mental Healthcare, LLC Membership subscription is continuous, and charges will continue until my membership contract concludes, or I formally terminate my membership.
- I acknowledge and understand that I am required to provide a credit card (to be kept on file) to participate in the MindRx Mental Healthcare, LLC Membership or pay for the annual membership in full.
- I acknowledge and understand that my MindRx Mental Healthcare, LLC subscription fee will not be pro-rated.
- I acknowledge and understand that the MindRx Mental Healthcare, LLC subscription fee is automatically charged, and it is my responsibility to notify MindRx Mental Healthcare, LLC of any changes with my credit card information.
- I acknowledge and understand that fees incurred outside of my MindRx Mental Healthcare, LLC subscription fee are due at the time of service.
- I acknowledge and agree to pay the monthly fee on the 1st of every month. I acknowledge that my membership may be terminated for non-payment.
- I acknowledge and understand that MindRx Mental Healthcare, LLC may add or discontinue included services without notice.
- I acknowledge and understand that MindRx Mental Healthcare, LLC may change my monthly fee at any time (but no more than once per calendar year), and that I will be given at least sixty-day notice of such fee schedule changes.
- I acknowledge and understand that I am responsible for any charges incurred for health care services outside of MindRx Mental Healthcare, LLC including but not limited to emergency room, urgent care, hospital and specialty services, imaging, labs, and pharmaceuticals.
- I acknowledge and understand that MindRx Mental Healthcare, LLC will NOT be required to reimburse me for any charges that I may incur for any care outside of the MindRx Mental Healthcare, LLC.



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## TERMINATION

Both the patient and provider may terminate the agreement by giving the other party at least 30 days' advance written notice.

**I further understand that upon termination of my subscription, for any reason, it must be cancelled before the monthly autodraft if purchasing the monthly continuous package. For the pre-paid 3, 6, 12 month memberships, there are no refunds as you are receiving discounts for these packages if you commit to a non-refundable subscription service. Once the subscription package ends, you are responsible for purchasing another if desired, as pre-paid packages terminate at end of respective 3, 6, 12 month membership term. If membership is cancelled, there will be a \$50 re-enrollment charge, if you choose to re-enroll as a subscribed member in the future.**

The agreement may provide for immediate termination due to a violation of the physician-patient relationship or a breach of the terms of the agreement. We will not terminate the medical relationship with you without first discussing and exploring the reasons and purpose of terminating. If treatment is terminated for any reason, we will provide you with a list of qualified providers to continue your care. You may also choose someone on your own or from another referral source. Should you fail to not show up for your follow up appointments, not obtain lab work in a timely fashion or are non-compliant with treatment, unless other arrangements have been made in advance, for legal and ethical reasons, we must consider the professional relationship discontinued.

## PROVIDER ABSENCE

From time to time, due to vacations, illness, conflicting obligations, or personal emergency, the provider may be temporarily unavailable to provide the services referred to above in this paragraph one. In order to assist patients in scheduling non-urgent visits, clinic will notify patients of any planned provider absences as soon as the dates are confirmed. In the event of the provider's unplanned absences, Patients will be given the name and telephone number of an appropriate provider for the Patient to contact. Any treatment rendered by the substitute provider is **not included** under this Agreement.

## AFTER HOURS ACCESS

Patients may access the provider for asynchronous communication through the patient portal. The provider will respond to messages in a timeframe of no longer than 72 hours. For emergent needs please reach out directly to 911/988 as the patient portal should never be utilized for emergencies.

## INSURANCE POLICIES



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Neither the Practice, nor its Provider, participate in any health insurance or HMO plans or panels. This agreement is not an insurance plan or a substitute for health insurance. This agreement does not replace any existing or future health insurance or health plan coverage that you may carry. The Agreement does not include hospital services, or any services not personally provided by the MindRx Mental Healthcare, LLC or its staff. You acknowledge that we have advised you to obtain or keep in full force, health insurance that will cover you for hospitalizations, catastrophic events, and all other healthcare not personally provided by MindRx Mental Healthcare, LLC.

Due to regulatory restrictions, services are not available to patients who are eligible for or enrolled in Medicare, Medicaid, or other government healthcare programs. By signing below, you deny that you are currently enrolled in Medicare or Medicaid. You understand that if you should enroll in Medicare or Medicaid, we will no longer be able to provide you services. If Patient becomes a Medicare beneficiary Patient has a responsibility to inform Provider and MindRx Mental Healthcare, LLC of that change in status. Patient acknowledges and accepts this responsibility.

I acknowledge and understand that MindRx Mental Healthcare, LLC does not guarantee reimbursement for any MindRx Mental Healthcare, LLC service or fees from any third-party health plans, including insurance plans and savings accounts (health savings or flexible spending).

**This agreement is not health insurance and the care provider will not file any claims against the patient's health insurance policy or plan for reimbursement of any primary/psychiatric care services covered by the agreement. This agreement does not qualify as minimum essential coverage to satisfy the individual shared responsibility provision of the Patient Protection and Affordable Care Act, 26 U.S.C. s. 5000A. This agreement is not workers' compensation insurance and does not replace an employer's obligations under chapter 440. This is not a Health Maintenance Organization (HMO) defined by New York state law as an organization that provides comprehensive health service plans to maintain good health. An annual physical exam is necessary to maintain comprehensive health services. As a telehealth only practice, we do not provide this service.**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## SUBSCRIPTION SERVICE PLAN SELECTION

Please place a checkmark next to the service plan you desire and sign below acknowledging the agreement to this service plan.

- Continuous month-by-month subscription service initial evaluation fee \$150, then charged month-by-month for \$89 per month for 12 months.
- Initial 3 month prepaid subscription service for \$375| renewal 3 month prepaid for \$250
- Initial 6 month prepaid subscription service for \$600| renewal 6 month prepaid for \$500
- Initial 12 month prepaid subscription service for \$950| renewal 12 month prepaid for \$900

**Please note: Initial 3,6, and 12 month prepaid include discounted initial evaluation fee and service. Renewal rates are for established patients who have maintained visits with no gap period longer than 6 months. Gap periods of 6 months or longer necessitate a new evaluation and initial subscription service fees will apply.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_