



**Table of Contents**

*Shaw Mindful Medicine, PLLC Practice Agreement..... 2*



## **Shaw Mindful Medicine, PLLC Practice Agreement**

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### **Shaw Mindful Medicine, PLLC Practice Agreement**

Practice Policies and Consent for Treatment at Shaw Mindful Medicine, PLLC

Welcome to Shaw Mindful Medicine, PLLC! Please read through the following office policies carefully to fully understand our practice. By signing this document, you acknowledge that you have reviewed the policies and agree to them, serving as your consent for treatment. We will review important aspects and address any questions during your first session.

#### **Informed Consent for Assessment and Treatment:**

I understand that I am eligible to receive a range of services from my provider. The type and extent of services that I receive will be determined following an initial assessment and thorough discussion with Shaw Mindful Medicine, PLLC Providers. The goal of the assessment process is to determine the best course of treatment for me. Typically, treatment is provided over the course of several weeks.

I understand that I have the right to ask questions throughout the course of treatment and may request an outside consultation. (I also understand that my provider may provide me with additional information about specific treatment issues and treatment methods on an as-needed basis during the course of treatment and that I have the right to consent to or refuse such treatment).

I understand that I can expect regular review of treatment to determine whether treatment goals are being met. I agree to be actively involved in the treatment and in the review process. No promises have been made as to the results of this treatment or of any procedures utilized within it. I further understand that I may stop treatment at any time but agree to discuss this decision first with my provider.

#### **Notice of Privacy Practices:**



I am aware that I must authorize my provider, in writing, to release information about my treatment but that confidentiality can be broken under certain circumstances of danger to myself or others. I understand that once information is released to insurance companies or any other third party, that my provider cannot guarantee that it will remain confidential. When consent is provided for services, all information is kept confidential, except in the following circumstances:

- When there is risk of imminent danger to myself or to another person, my provider is ethically bound to take necessary steps to prevent such danger.
- When there is suspicion that a child or elder is being sexually or physically abused, or is at risk of such abuse, my provider is legally required to take steps to protect the child, and to inform the proper authorities.
- When a valid court order is issued for medical records, my provider is bound by law to comply with such requests.

By my signature below, I voluntarily request and consent to psychiatric assessment, care, treatment, or services and authorize my provider to provide such care, treatment or services as are considered necessary and advisable. I understand the practice of psychiatric health care is not an exact science and acknowledge that no one has made guarantees or promises as to the results that I may receive. By signing this Informed Consent to Treatment Form, I acknowledge that I have both read and understood the terms and information contained herein. Ample opportunity has been offered to me to ask questions and seek clarification of anything unclear to me.

#### **Client Rights and Responsibilities**

- **Rights:** You have the right to be treated with respect, to participate in treatment planning, and to receive information about your diagnosis and treatment options.
- **Responsibilities:** You are responsible for providing accurate information, attending scheduled appointments, and adhering to your treatment plan.

#### **Confidentiality and HIPAA Compliance**

Shaw Mindful Medicine, PLLC adheres to the confidentiality regulations as mandated by Pennsylvania law and the Health Insurance Portability and Accountability Act (HIPAA). Information obtained during sessions is confidential and will not be disclosed without your consent, except in the following circumstances:

- When there is a risk of imminent danger to yourself or others, Shaw Mindful Medicine, PLLC is ethically bound to take necessary steps to prevent harm.
- If there is suspicion of child or elder abuse, Shaw Mindful Medicine, PLLC is legally required to report this to the appropriate authorities.
- If a valid court order is issued for medical records, Shaw Mindful Medicine, PLLC must comply.



For more detailed explanations, please refer to the Notice of Privacy Practices provided to you. Discuss any questions or concerns with your provider.

To request HIPPA compliant information please fill out and complete a HIPPA compliant agreement form obtained by Shaw Mindful Medicine, PLLC admin, fill it out in completion with required request and contact information of the recipient to be processed. Please allow 7 business days for this request to be completed.

### **Email/Text Consent**

By consenting, you agree to receive communications from Shaw Mindful Medicine, PLLC providers via text messages or emails for appointment reminders or educational purposes. Standard messaging rates may apply. You may revoke this consent in writing at any time. Understand the risks associated with email and text communication, including potential interception by third parties.

### **Telephone Accessibility**

If you need to contact your provider between sessions, please call our admin team who can assist with appointment rescheduling and will pass the message along immediately to your provider. While providers are often not immediately available, they will attempt to return your phone message, either via electronic communication such as via Canvas (EHR), HIPAA encrypted text or email, or phone if deemed necessary within 24-72 hours. Please note that Face- to-face sessions are **highly** preferable to phone sessions. However, in the event that we are experiencing technical difficulties with audio/visual telehealth or need additional support, phone sessions may be available on a case-by-case basis as determined by the provider. If a true emergency situation arises, please call 911 or present to your nearest emergency room.

### **Termination**

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. Your provider may terminate treatment after appropriate discussion with you and a termination process if it is determined that you require a different level of care, are no longer benefiting from your treatment or if you are in default on payment. Shaw Mindful Medicine, PLLC providers will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If treatment is terminated for any reason or you request another provider, you will be provided with a list of qualified providers to treat you. You may also choose someone on your own or from another referral source.



Should you fail to schedule or cancel an appointment for three consecutive sessions, unless other arrangements have been made in advance, for legal and ethical reasons, we must consider the professional relationship discontinued.

### **Appointments, Cancellations and Rescheduling:**

Appointments should be booked through Shaw Mindful Medicine, PLLC Portal, our official client portal or Shaw Mindful Medicine, PLLC admin. Cancellations require 24-hour notice; otherwise, a \$75 fee will be charged. This fee may be waived in emergencies. All sessions are virtual and accessible with internet connectivity.

Cancellations and rescheduled sessions will be subject to a full charge of \$75 if NOT RECEIVED AT LEAST 24 HOURS IN ADVANCE. This is necessary because a time commitment is made to you and is held exclusively for you. If you are 15 mins late to your session, the provider will have to cancel the session, you will be charged a \$75 late cancel fee and your appointment will need to be rescheduled.

Please remember to cancel or reschedule 24 hours in advance. You will be responsible for a no-show, cancellation or rescheduled appointment fee of \$75 if you do not cancel or reschedule your appointment at least 24 hours in advance.

### **CONSENT FOR TELEHEALTH SERVICES**

I hereby consent to participate in telehealth with a Shaw Mindful Medicine, PLLC provider as part of my care. I understand that telehealth is the practice of delivering clinical health care services via technology assisted media or other electronic means between a practitioner and a client who are located in two different locations.

I understand the following with respect to Telemental health care:

- I must be located in Pennsylvania (PA) for the duration of all my sessions. Shaw Mindful Medicine, PLLC providers are licensed to provide care to individuals located in PA at the time of their session only. If you will not be able to join from PA, please reach out to admin AT LEAST 24 HOURS prior to your scheduled appointment time to reschedule for when you will be back in PA.
- Technical Requirements: You are responsible for ensuring you have the necessary technology and internet access to participate in telehealth sessions. This may include a computer, laptop, smart phone or tablet. Connection via a desktop or laptop computer is highly recommended as Shaw Mindful Medicine, PLLC Portal Telehealth functionality is slowed with the use of a cellular device. Please make every effort to join from a desktop or laptop.
- I have the right to withdraw consent at any time without affecting my right to future care, services, or program benefits to which I would otherwise be entitled.



- There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality of care, change in the conditions of practice, improved access to care, better continuity of care, and reduction of lost work time and travel costs.
- Effective mental health treatment is often facilitated when the provider gathers within a session or a series of sessions a multitude of observations, information such as lab work or neuropsychological testing, and experiences about the client. Providers may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in mental health services, potential risks include, but are not limited to the provider's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the provider not being aware of what he or she would consider important information that you may not recognize as significant to present verbally to your provider.
- There will be no recording of any of the online sessions by either party. All information disclosed within sessions and written records pertaining to those sessions are confidential and may not be disclosed to anyone without written authorization, except where the disclosure is permitted and/or required by law.
- The privacy laws that protect the confidentiality of my protected health information (PHI) also apply to telemental health unless an exception to confidentiality applies (i.e. mandatory reporting of child, elder, or vulnerable adult abuse; danger to self or others; I raise mental/emotional health as an issue in a legal proceeding).
- If I am having suicidal or homicidal thoughts, actively experiencing psychotic symptoms or experiencing a mental health crisis that cannot be resolved remotely, it may be determined that telehealth services are not appropriate, and a higher level of care is required.
- Electronic communication may be used to communicate highly sensitive medical information, such as treatment for or information related to HIV/AIDS, sexually transmitted diseases, or addiction treatment (alcohol, drug dependence, etc.).
- During a telehealth session, we could encounter technical difficulties resulting in service interruptions. If this occurs, end and restart the session. If we are unable to reconnect, please call or text 484-258-9271 to discuss since we may have to re-schedule.



- My provider may need to contact my emergency contact and/or appropriate authorities in case of an emergency.
- Electronic communication should never be used for emergency communications or urgent requests. Emergency communications should be made to the provider's office or to the existing emergency 911 services in my community.
- In case of an emergency or crisis, I understand that I will follow the safety plan developed with my provider if applicable, contact the National Crisis Hotline at 988, call 911 and/or go to the nearest emergency room.
- I understand that my provider will make every reasonable attempt to return my call, email, text within 72 hours of outreach or at the provider's next availability.

### **Length of Sessions and Fee Policy**

- Initial Psychiatric Evaluation: 60 minutes - \$275.00
- Medication Management with Psychotherapy 40 minutes - \$225.00
- Medication Management with Brief Psychotherapy: 20 minutes - \$175.00
- Psychological Testing: Hourly rate - \$200.00/hour
- Reports and Letter Preparation: Hourly rate - \$200.00
- No-Show, reschedule under 24 hours, 15 mins late cancellation fee - \$75

### **Payment**

Self-pay patients are required to remit payment at the time of session. We will bill you using the credit card information we have on file. We accept credit cards, HSA and FSA for self-pay fees and insurance patient co-pays. A limited number of reduced fee slots are available on a case-by-case basis. Insurance payments are processed through our partner, Prax Medical, LLC.

If you believe anything is incorrect with billing or charges, you must submit to Shaw Mindful Medicine, PLLC Admin in writing and in full detail for investigation. Please allow 7 business days for resolution. If related to Insurance, this must be handled by our insurance platform Prax Medical, LLC. Shaw Mindful Medicine, PLLC admin can support with contacting.

### **Insurance**

Clients with accepted insurance should book appointments through the Shaw Mindful Medicine, PLLC client portal. Shaw Mindful Medicine, PLLC will handle insurance payments through Prax Medical, LLC.

### **Disability Evaluations & Accommodations**



If you are requesting FMLA (Family & Medical Leave Act) or short-term disability due to a mental health condition your provider has diagnosed you with, they will support your request only after your provider has agreed that taking a leave from work or school is medically necessary. Requests for work or school accommodation will also be provided only after it is deemed appropriate by your provider. Any requests for paperwork, accommodation, or records have a 7-day turnaround period.

### **Communications**

For non-urgent matters, contact us via email at [info@truemyndpsychiatry.com](mailto:info@truemyndpsychiatry.com) (mailto:info@truemyndpsychiatry.com) or call the office at 484-258-9271. In emergencies, contact 911.

- In case of an emergency or crisis, I understand that I will follow the safety plan developed with my provider if applicable, contact the National Crisis Hotline at 988, call 911 and/or go to the nearest emergency room.

### **Electronic Communication**

All communication should be directed through the Shaw Mindful Medicine, PLLC client portal or directly with Admin staff. Appointment requests and insurance processing will be managed through this platform.

### **Controlled Substances Consent and Disclosure Form**

#### **Introduction**

This document outlines the policies and procedures for the prescribing and use of controlled substances within Shaw Mindful Medicine, PLLC. Our goal is to ensure that these medications are used safely and effectively as part of your treatment plan. Please read this consent form carefully and sign to acknowledge your understanding and agreement.

#### **Understanding Controlled Substances**

Controlled substances are medications that have a higher potential for abuse and dependency. They are regulated by the Drug Enforcement Administration (DEA) and require careful monitoring and adherence to specific guidelines. Commonly prescribed controlled substances in psychiatry include medications for anxiety, ADHD, and certain sleep disorders.

#### **Treatment Agreement**

**Purpose of Prescription:** Controlled substances may be prescribed as part of a comprehensive treatment plan aimed at managing your psychiatric condition. The benefits, risks, and potential side effects of these medications will be discussed with you.

#### **Prescribing Policy:**



Controlled substances are typically prescribed for a 30-day supply. A session with your provider is required on the date of prescribing or within a reasonable timeframe from your last scheduled session. This is necessary to assess your current condition, monitor the efficacy of the medication, and make any necessary adjustments to your treatment plan. If a session is not kept, we cannot issue a prescription for controlled substances.

### **Policy for Patients Prescribed Stimulants for ADHD**

To ensure the most accurate diagnosis and personalized treatment plan, all patients seeking stimulant prescriptions for ADHD must have a copy of a neuropsychological evaluation that can be sent to our office or undergo a series of cognitive assessments to help verify your ADHD diagnosis through a third-party service, Creyos. These assessments are offered at no charge to you and are critical for establishing a comprehensive understanding of your cognition.

- **Evaluation Process:** The required evaluation includes various tests conducted on a computer to assess your symptoms and overall cognitive profile. This process can take up to 2 months to complete.
- **Medication Policy:** Stimulant medications for ADHD cannot be prescribed until the evaluation process is fully completed. This ensures we can provide the safest and most effective care tailored to your specific diagnosis.

### **Policy Regarding the National Stimulant Shortage**

We understand the challenges caused by the ongoing national shortage of stimulant medications and are here to support you as you navigate your treatment plan. However, due to these supply issues, we ask for your cooperation with the following guidelines:

1. **Pharmacy Availability:** Patients are responsible for locating a pharmacy that has their prescribed stimulant medication in stock. Unfortunately, we are unable to check pharmacy inventories or guarantee availability of medications.
2. **Prescription Transfers:** If your chosen pharmacy cannot fill your prescription, we can transfer it to another pharmacy upon your request. Please ensure you have confirmed medication availability at the new pharmacy before asking for a transfer.
3. **Open Communication:** If you are experiencing persistent difficulty in obtaining your medication, please let us know. While we cannot guarantee solutions, we can explore potential alternatives to help manage your ADHD symptoms during this time.
4. **Alternative Options:** In some cases, we may discuss potential adjustments to your treatment plan, such as alternative medications, if the shortage continues to impact your care.

We recognize how frustrating this situation can be and remain committed to working with you to ensure you receive the best possible care.

### **Medication Management and Monitoring:**

You are required to attend regular follow-up appointments to monitor your response to the medication and to ensure safe use. Random urine drug screenings may be requested to ensure



compliance with the prescribed treatment plan. You must notify us of any other medications you are taking, including over-the-counter drugs and supplements, to avoid potential interactions.

**Storage and Use:**

Store medications securely and do not share them with others. Take medications exactly as prescribed. Do not alter the dosage or frequency without consulting your provider.

**Refill Policy:**

Refill requests should be made during your scheduled appointments. This ensures continuity of care and adherence to your treatment plan. Early refills will not be authorized except in cases of documented travel or emergencies.

**Legal and Regulatory Compliance:**

You must adhere to all state and federal regulations regarding the use of controlled substances. Misuse, diversion, or unauthorized use of these medications will result in termination of prescribing privileges and may be reported to the appropriate authorities.

**Pennsylvania and DEA Regulations:**

You must provide a valid form of identification and sign an agreement acknowledging the receipt and understanding of these guidelines.

Your prescription information will be monitored through the Pennsylvania Prescription Monitoring Program (PMP) to prevent misuse and ensure compliance with state regulations.

**Consent and Care Collaboration for Individuals Aged 14 to 17:**

Clients between the ages of 14 and 17 are considered minors under Pennsylvania law and require parental or legal guardian involvement in their treatment. TrueMynd does not treat adolescents under the age of 14 YO.

Consent for psychiatric services must be signed by both the minor and their parent or legal guardian prior to initiating treatment. The parent or guardian must also be available for care collaboration throughout the course of treatment.

This includes:

- Participation in initial intake and treatment planning sessions.
- Ongoing communication with the provider regarding treatment progress.
- Attendance at joint sessions when clinically indicated.
- Authorization for any changes in treatment, including medication management.



Shaw Mindful Medicine, PLLC is committed to maintaining confidentiality while ensuring appropriate parental involvement in accordance with Pennsylvania state law. Providers will discuss confidentiality boundaries with both the minor and parent/guardian during the initial session.

**Patient Acknowledgment and Consent**

By signing below, you acknowledge that you have read, understood, and agree to the terms outlined in this Controlled Substances Consent and Disclosure Form. You consent to the potential use of controlled substances as part of your treatment plan and agree to comply with all policies and regulations.

**Acknowledgement of Informed Consent, Telehealth Consultation, HIPPA Compliance, PA Telehealth Location, Controlled Substances Consent, Disclosure Form & Consent and Care Collaboration for Individuals Aged 14 to 17:**

By signing below, I understand the inherent risks of errors or deficiencies in the electronic transmission of health information and images during a telehealth visit. I understand that there is never a warranty or guarantee as to a particular result or outcome related to a condition or diagnosis when medical care is provided.

To the extent permitted by law, I agree to waive and release my healthcare provider and his or her institution or practice from any claims I may have about the telehealth visit.

By signing below, you acknowledge that you have read, understood, and agree to the terms outlined in this Controlled Substances Consent and Disclosure Form. You consent to the use of controlled substances as part of your treatment plan and agree to comply with all policies and regulations.

By signing below, you acknowledge reading, understanding, and agreeing to the terms outlined in this document. You have had the opportunity to discuss concerns and clarify any questions.

Signature \_\_\_\_\_

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

Parent/Guardian Signature (If under 18 YO) \_\_\_\_\_

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