

# INFORMED CONSENT

### Welcome!

We're so glad you're here. We're pleased you have chosen Foresight Mental Health, PLLC and its affiliates ("Foresight Mental Health", "we", "us", or "our")<sup>1</sup> for your mental health needs and excited to have the opportunity to support you on your path to well-being.

This Informed Consent explains what you, a patient of Foresight Mental Health (a "Member"), can expect of your Foresight Mental Health healthcare professional ("Foresight Professional") and Foresight Mental Health services. After you have carefully read this consent and had an opportunity to have your questions answered, certain state laws require that you sign and date it before beginning services.

# **Psychotherapy**

Psychotherapy is a process used to help people work through personal problems, improve relationships, get help with mental health difficulties, and learn more about themselves. It is an interactive process whereby people receive support to help them examine and change areas of their lives that may be interfering with their happiness or well-being.

There are many different styles and philosophies of psychotherapy and not all of them may be right for you. The first session with a new therapist is often a good time not only to discuss your problems but also to evaluate whether you feel this a "good fit" for you. We encourage you to ask questions about your therapist's expertise and training. Please feel free to express any concerns, and if you feel you might like to try someone else with a different style, we can help you get a referral. Foresight provides psychotherapy in several settings including individual, couples, family, and group.

### **Psychiatry**

Psychiatry is the branch of medicine focused on the diagnosis, treatment and prevention of mental, emotional and behavioral disorders.

Psychiatry providers may order or perform a full range of medical laboratory and psychological tests which, combined with discussions with patients, help provide a picture of a patient's physical and mental state. Their education and clinical training equip them to understand the complex relationship between emotional and other medical illnesses and the relationships with genetics and family history, to evaluate medical and psychological data, to make a diagnosis, and to work with patients to develop treatment plans. Psychiatry providers use a variety of treatments – including various forms of psychotherapy, medications, psychosocial interventions and other treatments, depending on the needs of each patient.

#### Nutrition

<sup>1</sup> Genetic Foresight, Inc. does business as Foresight Mental Health and operates as the management support organization to several affiliated professional entities, including Foresight Mental Health Group, PLLC, Foresight Mental Health, PC, and Foresight Mental Health Group NJ LLC (collectively, the "Professional Entities"). The Professional Entities contract with providers to deliver mental health and wellness-focused services to patients. This Informed Consent is entered into between the applicable Professional Entity and the Member.



Nutrition services provide clients with education and counseling on their diet. Nutrition services in psychiatry and therapy settings focus on overall health and well-being while also focusing specifically on mental health. Nourishment of the body can have a significant effect on mental and behavioral health.

Registered Dietitians help identify foods and eating habits that may be impeding health and wellness and replace them with practices that are harmonious to your body and mind

#### IN CASE OF EMERGENCY

**DO NOT USE THIS SERVICE IF YOU MAY BE EXPERIENCING A MEDICAL EMERGENCY.** In a medical emergency, you can: (i) call 911; (ii) go to the nearest emergency room; (iii) contact your local crisis center; (iv) if applicable, call 988 or the National Suicide Prevention Lifeline (1-800-272-8255); or (v) if applicable, contact the Crisis Text Line (text "GO" to 741-741).

## **Mental Health Services and Foresight Professionals**

Foresight Mental Health provides healthcare services in-person and/or using telehealth technologies, such as interactive audio, video, and/or messaging technologies, through Foresight Mental Health's third-party mobile and web applications (the "Foresight Health Apps") including therapy, psychiatry, and nutrition services.

The Foresight Professionals include skilled and experienced Psychiatrists, Psychologists, Licensed Professional Counselors, Licensed Clinical Social Workers, Marriage and Family Therapists, Psychiatric Mental Health Nurse Practitioners, Nutritionists/Dietitians and equivalent licensed professionals. Foresight Mental Health will match you with the best available Foresight Professional based on your needs and their area of expertise. Your Foresight Professional's credentials will be made available to you before scheduling an appointment. If you have any questions about these credentials, please direct them to your Foresight Professional.

### **Benefits of Tele-Mental Health**

Generally, tele-mental health offers benefits, such as improved access to care by allowing Members to remain in their current location (e.g., home or work) while their clinician consults and/or obtains test results at distant/other sites, efficient mental health evaluation and management, and the expertise of specialists that Members otherwise might not have access to.

#### Potential Risks of Tele-Mental Health

There are potential risks associated with tele-mental health, which include, but may not be limited to the following:

- Your Foresight Professional may determine that the transmitted information is of inadequate quality, which then requires a face-to-face meeting with the Member.
- Delays in medical evaluation and treatment could occur due to deficiencies or failures of the equipment.



- Security protocols could fail, causing a breach of privacy of personal medical information.
- Lack of access to complete medical records, which could result in adverse drug interactions or allergic reactions or other judgment errors in rare cases.
- It may become clear that telecommunications technology is not an appropriate mode of treatment given a Member's presenting symptoms or level of functioning, resulting in a recommendation that the Member obtain additional in-person care.

#### **Consultations with Other Providers**

At times, your Foresight Professional may seek supervision or consultation with other Foresight Professionals regarding your treatment in order to enhance the services being provided to you by obtaining alternative or multiple perspectives, experiences, and treatment philosophies.

## **Privacy and Confidentiality**

All Foresight Professionals are ethically and legally bound to maintain your privacy and confidentiality and none of your personal information will be shared or disclosed with any other individual without your consent.

Exceptions to confidentiality do exist in certain situations, such as the following:

- If a judge orders the release of certain records in a court case.
- If your insurance company is reimbursing your treatment, it has the right to know your working diagnosis as outlined in the Diagnostic and Statistical Manual of Mental Disorders, dates of service, and certain other information in order to approve the payment of benefits.
- If your Foresight Professional has reason to suspect that a child or elderly person is being abused or neglected, they are legally obligated to report this information to the appropriate authority.
- In circumstances in which, to the best of your Foresight Professional's professional judgment, they believe that you may be a danger to yourself or others.
- If you were to make your mental health an issue in a legal proceeding.
- If your account is overdue and arrangements for payment have not been negotiated, a collection agency may be provided with dates of service, type of service, and total amount due.

By signing this consent, you agree that you have read and understand Foresight Mental Health's <u>Notice</u> of <u>Privacy Practices</u>, which explains your rights to your health information and how Foresight Mental Health uses your information.

### **Assignment of Benefits**

If you are using insurance to pay for all or part of the services, by signing this consent, you agree that Foresight Mental Health will bill your health insurance for the cost of your care. In exchange for the care provided, you assign to Foresight Mental Health your rights to receive payment from your health insurer or plan. You also appoint Foresight Mental Health as your authorized representative and grant Foresight Mental Health limited power of attorney to receive plan coverage information and appeal any rights to payment and healthcare benefits. You agree to cooperate and provide information as needed by Foresight Mental Health to establish eligibility for your insurance benefits. Even though you may assign



your right to receive payment from your insurer, you understand and agree that Foresight Mental Health may still require payment directly from you.

## **Treatment And Confidentiality of Minor Children**

Generally, and depending on state laws, consent for treatment of a minor can only be authorized by a current legal guardian for the minor. If the parents of a minor are separated, treatment is provided to the minor only with the written consent of both parents. If the parents of the minor are divorced, consent for treatment of the minor may be given by the parent authorized to make medical decisions for the minor. If a court of law has ordered that medical decisions for the minor are to be made jointly by the minor's parents, then consent of both parents is required for treatment of the minor.

Parents may request information about their child's diagnosis or treatment. Although release of this information will be provided in accordance with state law, it is best that the process be collaborative among any minor who is 12 and over, the parent, and Foresight Professional in order to maintain the relationship established between the minor and clinician because the relationship between the patient and health care provider is important to treatment success. Therefore, unless there is a safety concern, minors who are 12 and over would be consulted about the disclosure and encouraged to share the information with the parent first in order to establish better communication within their family.

# I acknowledge that I understand and agree with the following (Client Bill of Rights):

- 1. I voluntarily agree to (or agree to have my child)<sup>2</sup> receive mental health evaluation, care, treatment, or services, participate in the planning of my (or my child's) care, treatment, or services, and authorize my (or my child's) Foresight Professional to provide such care, treatment, or services as are considered necessary and advisable.
- 2. I hereby consent to receive (or having my child receive) Foresight Mental Health's services via telehealth technologies. I understand that Foresight Mental Health will collect information about me (or my minor child) through telehealth technologies, and I consent to such collection and use, as well as any disclosures in accordance with law. I will verify my identity before any services are delivered to my minor child, as may be applicable. I understand it is up to the Foresight Professional to determine whether or not my (or my child's) specific clinical needs are appropriate for a telehealth visit.
- 3. I have been given an opportunity to review the provider's credentials.
- 4. I have been instructed regarding the risks, benefits, and side effects of the treatment and any alternatives, including the possible results of not receiving care, treatment, and services.
- 5. I understand that I will be informed about any treatment recommendations, including, but not limited to, (if applicable) prescription medications, psychotherapy, diagnostic labs, and specialty referrals.
- 6. I understand that it is my responsibility to inform the Foresight Professional of any change of my (or my child's) physical location at the time of my telehealth visit, even brief ones such as vacations.

<sup>&</sup>lt;sup>2</sup> References to consents given regarding your child only apply if you are signing on behalf of your minor child.



- 7. I understand that federal and state law requires health care providers to protect the privacy and the security of health information. I understand that Foresight Mental Health will take steps to make sure that my (or my child's) health information is not seen by anyone who should not see it. I understand that telehealth may involve electronic communication of my personal medical information to other health practitioners who may be located in other areas, including out of state.
- 8. I understand there is a risk of technical failures during the telehealth visit beyond the control of Foresight Mental Health. I agree to hold harmless Foresight Mental Health for delays in evaluation or for information lost due to such technical failures.
- 9. I understand that I have the right to withhold or withdraw my consent to the use of telehealth in the course of my (or my child's) care at any time, without affecting my right to future care or treatment. I understand that I may suspend or terminate use of the telehealth services at any time for any reason or for no reason. I understand that if I am (or my child is) experiencing a medical emergency, that I will be directed to dial 9-1-1 immediately and that the Foresight Professionals are not able to connect me directly to any local emergency services.
- 10. I understand that alternatives to a telehealth appointment, such as in-person services are available to me (or my child), and in choosing to participate in a telehealth appointment, I understand that some parts of the services involving tests may be conducted by individuals at my location, or at a testing facility, at the direction of the Foresight Professional (e.g., labs or bloodwork). I understand that not all Foresight Professionals will be available for in-person services, and that I may need to be referred to another Foresight Professional if I request an in-person appointment. I understand that in-person services may not necessarily be available in my area.
- 11. I understand that I may expect the anticipated benefits from the use of telehealth or certain results in my (or my child's) care but that no results can be guaranteed or assured.
- 12. I understand that my (or my child's) healthcare information may be shared with other individuals for scheduling and billing purposes. In the unlikely event that other persons (other than the Foresight Professional) may be present during the appointment in order to operate the telehealth technologies, I understand that I will be informed of their presence during the appointment and thus will have the right to request the following: (a) omit specific details of my medical history/examination that are personally sensitive to me; (b) ask non-medical personnel to leave the telehealth examination; and/or (c) terminate the appointment at any time.
- 13. I understand that there is no guarantee that I (or my child) will be given a prescription.
- 14. I understand that if I (or my child) participate in an appointment, that I have the right to request a copy of my (or my child's) medical records which will be provided to me in accordance with law and at the reasonable cost of preparation, shipping, and delivery.
- 15. I understand that my (or my child's) Foresight Professional may discontinue services for various reasons including, but not limited to, if it becomes apparent that the services are no longer clinically indicated, if I need (or my child needs) services outside of the scope of my Foresight Professional's expertise, or if I (or my child) may no longer benefit from the services. I understand, in this case, my Foresight Professional will discuss the reason(s) with me and support me (or my child) in the transition needed.



16. I have read and understand the <u>State-Specific Disclosures</u> for the state in which I am (or my child is) located at the time of my telehealth visit, and I have read and understand the Client Bill of Rights as set forth above.

# Minor Child Patients - Specific Informed Consent Terms

| 1.     | I understand that a parent, legal guardian, or legal representative must accompany a mit to their first appointment. My Foresight Professional will discuss and reach an understawith the parent, legal guardian, and/or caregiver as to when their presence will be requisible subsequent appointments. If the minor must be brought to the initial and subsequent appointments by a caregiver, please identify the caregiver: |   |
|--------|---|---|
|        | Full Name of Caregiver  | Relationship to Child                       |
| 2.     | The following are additional individuals with legal custody or guardianship of the minor child:   |   |
|        | Full Name   | Relationship to Child                       |
|        | Full Name   | Relationship to Child                       |
|        | t's Name:  t's Signature (age 12 and over):   |   |
| Signat | ure of <i>(check one)</i> Parent Gua  | rdian Legal Representative (if applicable): |
| Signat | ure of <i>(check one)</i> Parent Gua  | rdian Legal Representative (if applicable): |
| Date:  |   |   |
|        |   |   |