



Psychiatric Services, LLC

Member Rights and Responsibilities

Last Updated: March 9, 2023

Thank you for choosing River City Psychiatric Services, LLC (“River City” or “RCPS”) for your behavioral healthcare needs. You and/or your legal representative(s) have entered into a cooperative partnership with River City’s providers and staff. As you interact with each other in this partnership, there are rights that you have and responsibilities that both groups must be aware of and fulfill. These rights include, among others, respectful and considerate treatment, involvement in making decisions about your care, privacy of your health information, and designating the individuals who can be involved in your care.

River City’s commitment to equity and inclusion.

River City is comprised of a diverse and highly-qualified workforce that endorses a culture of equity and inclusion. In order to reinforce these values, we do not tolerate harassment, discrimination, or abusive behavior. River City will never discriminate or provide disparate treatment on the basis of race, color, national origin, age, marital status, sex, sexual orientation, gender identity, gender expression, disability, religion, or veteran status.

As a member or a member’s legal representative, you have the right to:

Receive considerate, respectful, and private care in accordance with your needs, that maintains your dignity and incorporates your values and beliefs.

Receive complete information about your diagnosis, treatment options and alternatives, risks and prognosis communicated to you in a clear and understandable manner.

Ask your provider about the choices you have and participate in decisions regarding your treatment plan.

Speak up to identify uncomfortable situations or confusion about the care provided or planned, or if you have any safety concerns related to your treatment.

Change providers if other qualified providers are available.

Know the name and professional status of those with whom you interact.

Expect effective communication and strict adherence to your confidentiality.

Withdraw consent for treatment, except as provided by law.

Expect confidentiality of your medical record and billing information to the extent provided by law, which is detailed in River City’s Notice of Privacy Practices.

Request that a copy of your medical record be provided to you or a third-party.

Expect a safe and secure virtual or in-person environment, while receiving care that is free from any form of discrimination.

Request an explanation of all billing charges, payment policies and billing procedures.

Expect a timely resolution of your health care and/or billing concerns.

Receive disclosure if you are referred to entities which River City has a financial interest in.

Submit a complaint, concern or feedback regarding care or service without fear of reprisal or discrimination by communicating directly with a staff member, which can be done by sending a message to Linda Sturm, RN and Office Manager through your Myio Patient Portal, or emailing her at fd@riversitypsychservices.com.

If you believe that River City has violated any of these rights or other civil rights which you are entitled to, you may submit a complaint to the Department of Health & Human Services. Information for submitting such complaints may be found on the Department's Complaints & Appeals page.

As a member or a member's legal representative, you have the responsibility to:

Show respect to your provider and other members of River City's staff with whom you communicate. Verbal abuse, including profanity, discriminatory or threatening language directed toward any River City employee will not be tolerated and may result in the termination of our relationship.

Provide us with a complete and accurate medical history. This history includes all prescribed and over-the-counter medications you are currently taking or have recently taken.

Tell us about all treatments and interventions you are receiving.

Follow the suggestions and advice your healthcare providers prescribe in a course of treatment. If your refusal of treatment prevents us from providing appropriate care according to ethical and professional standards, we may need to end our relationship with you after giving you reasonable notice.

Ask your provider questions about anything you do not understand as it relates to your care.

Report promptly to your provider any worsening conditions or any unexpected reaction to a medication.

Participate with your provider in deciding on your plan of care, and then follow that plan.

Use any prescribed medications only for you (the member) exactly as instructed by the provider, and contact your provider with any questions about your medication plan.

Know what your insurance or health plan covers.

Meet any financial obligations agreed to with River City and/or your insurance carrier. This includes providing us with correct information about your sources of payment and ability to pay your bill.

Keep appointments and, when necessary, follow the cancellation policy.

I have read and understand the information contained in River City's Member Rights and Responsibilities policy.

Printed Name

Signature

Guardian/Legal Representative

Relationship to Patient

Date



Terms of Use

Last updated: March 8, 2023

Welcome to River City Psychiatric Services, LLC (collectively “we,” “us,” “our,” or “River City”) website, located at <https://rivercitypsychiatricervicesll.godaddysites.com/> (the “Site”). Please read these Terms of Use (the “Terms”) carefully, as they govern your use of our Site and our Services.

IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY CALL YOUR PRIMARY CARE PROVIDER OR DIAL 911. RIVER CITY’S SERVICES ARE NOT APPROPRIATE FOR EMERGENCY MEDICAL CONCERNS.

Description of Services. The Site provides a platform for adults to learn about mental health conditions, understand treatment options, and connect with a Healthcare Provider for treatment, if desired (the “Services”). The Services may include such features as:

Completing self-administered electronic screening assessments for mental health related symptoms. These assessments are based on medically validated studies, and while only a qualified Healthcare Provider can make a formal diagnosis, these assessments may help you determine whether River City’s Services could be of benefit to you.

Reviewing information on the Site about mental health, treatments for these and other behavioral health conditions, and how to access these treatments.

Connecting with a licensed Healthcare Provider at River City (“Healthcare Provider(s)”) for treatment.

Receiving mental health services, including therapy and psychiatric care, on a recurring basis.

Monitoring your care and progress through other tools and resources.

Nature of Services. The specific features of the Services offered by may change from time to time, and River City, at its sole discretion, may choose to discontinue some or all of the Services. If Service changes are made, River City will make all reasonable efforts to ensure you receive notice of these changes in a timely fashion.

Healthcare Treatment. Services offered by Healthcare Providers, including mental health diagnoses, medical advice, and therapy and psychiatry (including the prescription of medication) for treating mental health conditions/ behavioral health issues are available in Minnesota ONLY.

To receive such Services, you must agree to the Telehealth Consent policy, which shall consist of: (1) your voluntary authorization to the rendering of treatment by Healthcare Providers as deemed necessary in their professional judgment; (2) your acknowledgement that no guarantees have been made as to the effect of such treatment; (3) your understanding that you have the right to refuse any treatment and discuss any treatments with healthcare providers; and (4) your understanding that you are responsible for the payment of the Services provided to you.

You understand that River City provides a platform and mechanism for you to connect with Healthcare Providers, and that the Services you receive from your Healthcare Provider will ultimately be made at the professional discretion of the provider. If you believe that your Healthcare Provider in any way fails to meet professional standards, you may file a complaint against the Healthcare Provider to River City's administrative staff. Details of your complaint should be communicated to Linda Sturm, RN/ Office Manager via the patient portal, or emailed to fd@rivercitypsychservices.com. You cannot be discriminated against for submitting a complaint in good faith about the treatment you've been provided.

Agreement to Terms. By using our Services, you agree to be bound by these Terms. If you don't agree to be bound by these Terms, do not use the Services.

Privacy. Please refer to our Privacy Policy, which details your consumer privacy rights, and our Notice of Privacy Practices, which details your healthcare privacy rights. These policies will provide information about how we may collect, use and disclose your information. By using the Services, you acknowledge and consent that your personal information is subject to the terms of our Privacy Policy.

Changes to Terms. We may update the Terms at any time, at our sole discretion. If we do so, we'll let you know either by posting the updated Terms on the Site, or by reaching out to you directly. It's important that you review the Terms whenever you use the Services, and periodically thereafter to see if they have been updated. If you continue to use the Services after we have posted updated Terms, you're agreeing to be bound by the updated Terms. If you don't agree to be bound by the updated Terms, then you may not use the Services anymore. Because our Services are evolving over time, we may change, add to or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

Who May Use the Services?

Registration and Your Information. If you want to use the Services offered by River City, you'll have to create an account ("Account") via the Site.

Accuracy of Account Information. It's important that you provide us with accurate, complete and up-to-date information while creating your Account, and that you agree to update such

information to ensure it remains current. If you don't, we might have to suspend or terminate your Account.

Account Protection. You agree that you won't disclose your Account password to anyone, and that you'll notify us immediately of any unauthorized use of your Account. You're responsible for all activities that occur under your Account, whether or not you're aware of these activities.

Feedback. We welcome feedback, comments and suggestions for improvements to the Services ("Feedback"). You can submit Feedback by emailing fd@rivercitypsychservices.com. In doing so, you grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, and/or create derivative works based upon and otherwise exploit the Feedback for any purpose.

Payment. River City requires payment of a fee for certain portions of the Services. If you do not have health insurance, we can offer you a reduced rate if you meet the income guidelines contained within the River City Sliding Fee Schedule ("SFS") IF YOU DECIDE TO USE HEALTH INSURANCE TO PAY FOR YOUR SERVICES AND HAVE QUESTIONS ABOUT YOUR FINANCIAL OBLIGATIONS, YOU SHOULD CONTACT YOUR INSURANCE PROVIDER DIRECTLY.

General. If you are not a Medicare or Medicaid patient, we may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification ("Payment Information"). We may ask you to provide insurance information, including your insurer, ID number, RxBin number, and RxPCN number. By providing us with your Payment Information, you represent and warrant that you have the legal right to use all payment methods represented by any such Payment Information. When you initiate a Transaction, you authorize us to provide your Payment Information to third-parties with whom we partner so we can complete your Transaction and charge your Payment Information for the type of Transaction you have selected (plus any applicable taxes and other charges). You may be requested either by River City or your insurance carrier to provide additional information to verify your identity before completing your Transaction.

Cancellation and No-Show. By enrolling as a River City member, you consent to River City's Cancellation and No-Show terms. In accordance with these terms, we reserve the right to charge you a \$125.00 "no-show" fee should you miss an appointment without providing proper notice of cancellation at least twenty-four (24) hours prior to the start time of your scheduled appointment. This fee is directly assessed to your payment information on-file, it is not reimbursable by your insurance carrier.

Other Fees. You agree to pay all other fees and charges including, for example, appointment no-show fees or late rescheduling fees ("Other Fees") associated with your Account on a timely basis and according to your Billing Cycle. By providing us with your Payment Information, you authorize us to bill and charge your fees using your Payment Information, and agree to maintain valid Payment Information in your River City account.

Insurance. In certain situations, you or a family member's health plan may cover all or a portion of your use of Services. Subject to the terms of any written agreement between River City and the health plan, you authorize us to bill for Services rendered to you by sharing necessary information with the health plan to process payments. Additionally, you authorize River City to charge your Payment Information for any fees that your insurance company does not cover, such as copays, deductibles, and coinsurance costs.

Use of Services. We invite you to use the Services for personal and non-commercial purposes. When you accept these Terms, we grant you a limited, personal, non-exclusive, non-transferable, fully revocable license to access and use the Services as permitted under these Terms and any other agreements you may have entered into with us. You have no other rights in or to the Services or any materials or content available therein (the "Content"), and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Services or Content in any manner. If you breach any of these Terms, your Services may be terminated at our sole discretion.

Prohibited Uses. You agree not to use the Services for commercial or public purposes or to: a) violate any local, state, national or international law; b) stalk, harass or harm another individual; c) collect or store personal data about other users or persons; d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; e) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; f) attempt to gain unauthorized access to any portion of the Services or any other accounts, computer systems, or networks connected to the Services, whether through hacking, password mining, or any other means; and/or g) impersonate any person or entity or otherwise misrepresent your affiliation with another person or entity.

Intellectual Property. You hereby expressly acknowledge that River City or its licensors own all legal right, title and interest to the Site and Services. River City reserves all rights not expressly granted in and to the Service. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, publication or other commercial use of any copyrighted material is strictly prohibited without our express written consent or the express written consent of the copyright owner or licensor.

Third-Party Sites. The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources, or links displayed on such websites. You acknowledge sole responsibility for and assume all risks arising from your use of any third-party websites or resources.

Termination. You may terminate your Subscription, for any or no reason, at any time, upon notice to River City, by following the cancellation steps set forth in River City's Appointment Attendance and Cancellation Policy. River City may terminate, modify, restrict, or suspend your use of the Services, your Account, and/or your registration without notice for any reason at any time. You understand that

termination of your Account and/or agreement with River City will not entitle you to any refund and may involve deletion of your information and any content you uploaded using such Account.

Warranty Disclaimers. THE SERVICES AND CONTENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services provided will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content.

Clinical Disclaimer. RIVER CITY DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC DRUGS, TESTS, HEALTHCARE PROVIDERS, PRODUCTS, PROCEDURES, OPINIONS, “OFF-LABEL” DRUG USES, OR OTHER INFORMATION THAT MAY BE MENTIONED THROUGH SERVICES, and does not represent that Services provided on the Site are always an appropriate substitute for in-person medical services. Furthermore, Services are never appropriate for emergency situations.

Indemnity. You will indemnify and hold harmless River City and its officers, directors, employees, clinicians and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with: (i) your access to or use of the Services or Content, or (ii) your violation of these Terms.

Limitation of Liability. River City and its officers, employees, directors, clinicians, subsidiaries, affiliates, agents, and licensors are neither responsible nor liable for any indirect, incidental, special, consequential, exemplary, punitive, or other damages whatsoever (including, but not limited to, damages for lost profits, goodwill, use, data, or other intangible losses) arising out of or related to your use of the Site, including any content or information contained therein, or Services related thereto, whether based on contract, tort, warranty, statute, or otherwise. Your sole remedy in the event of any problem with the Site is to stop using the Site and the Services.

To the maximum extent permitted by applicable law, the maximum liability of River City to you with respect to your use of the Services is the greater of \$100 USD or the amount of fees you have paid for access to and use of the Site or Services in the five-month period immediately preceding the event, or events, giving rise to your claim.

Applicable Law. The validity, interpretation, construction, and performance of these Terms and any claim, cause of action or dispute arising out of, or related to, these Terms, and dispute resolution, shall be governed by the laws of the State of Minnesota without giving effect to the principles of conflict of laws. Except for disputes subject to arbitration as described below, any disputes relating to these Terms or the Services, regardless of jurisdiction, will be heard in the courts located in Minnesota.

Dispute Resolution. YOU AND RIVER CITY AGREE THAT ALL CLAIMS ARISING OUT OF, OR RELATED TO, THIS AGREEMENT MUST BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION IN MINNESOTA, AS ADMINISTERED BY JAMS UNDER THE APPLICABLE RULES THEN IN EFFECT, EXCEPT AS OTHERWISE AGREED TO BY THE PARTIES OR AS DESCRIBED BELOW. THE PARTIES AGREE THAT THE FEDERAL ARBITRATION ACT WILL NOT APPLY TO DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT. YOU AND RIVER CITY AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF THE COURTS LOCATED WITHIN MINNESOTA, FOR THE PURPOSE OF LITIGATING ANY REFUSAL TO ARBITRATE. NOTWITHSTANDING THE ABOVE, YOU AGREE THAT RIVER CITY SHALL STILL BE ALLOWED TO APPLY FOR INJUNCTIVE REMEDIES (OR AN EQUIVALENT TYPE OF URGENT LEGAL RELIEF) IN ANY JURISDICTION. IN NO EVENT SHALL YOU SEEK OR BE ENTITLED TO RESCISSION, INJUNCTIVE OR OTHER EQUITABLE RELIEF, OR TO ENJOIN OR RESTRAIN THE OPERATION OF THE SERVICE, EXPLOITATION OF ANY ADVERTISING OR OTHER MATERIALS ISSUED IN CONNECTION THEREWITH, OR EXPLOITATION OF THE SERVICES OR ANY CONTENT OR OTHER MATERIAL USED OR DISPLAYED THROUGH THE SERVICES.

FOR ANY CLAIM (EXCLUDING CLAIMS FOR INJUNCTIVE OR OTHER EQUITABLE RELIEF) WHERE THE TOTAL AMOUNT OF THE AWARD SOUGHT IS LESS THAN \$10,000, THE PARTY REQUESTING RELIEF MAY ELECT TO RESOLVE THE DISPUTE IN A COST-EFFECTIVE MANNER THROUGH BINDING NON-APPEARANCE BASED ARBITRATION, IN WHICH CASE RIVER CITY AND YOU MUST COMPLY WITH THE FOLLOWING RULES:

YOU AGREE THAT YOU AND RIVER CITY ARE EACH WAIVING ANY RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless otherwise agreed, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding.

Notices. Any notices or other communications provided by River City under these Terms, including those regarding modifications to these Terms, will be given via the Site or such other means as River City deems appropriate, such as by phone or via email.

Communications. By using the Services, you consent to receiving electronic communications, including email, from River City. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Services. These electronic communications are part of your relationship with River City. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You will retain the option to discontinue receiving marketing communications from River City at any time. By using the Services, you also consent to receiving traditional mail from River City. While the vast majority of your River City correspondences will occur electronically, River City may occasionally send you engagement

materials such as welcome packets and other information intended to provide you with additional information about River City’s offerings to ensure you remain informed of all services provided to you through the River City platform.

Severability. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and that the other provisions of these Terms shall remain in full force and effect.

Waiver of Rights. Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to that breach or other similar breaches.

Contact Information. You may contact us at fd@rivercitypsychservices.com or by sending a message to Linda Sturm through your patient portal. Residents may find contact information to their state’s respective consumer protection office at this website.

I have read and understand the information contained in River City’s Terms of Use policy.

Printed Name

Signature

Guardian/Legal Representative

Relationship to Patient

Date



Privacy Policy

Last Updated: March 8, 2023

River City Psychiatric Services, LLC (collectively referred to as “River City,” “RCPS,” or “us”) provides a platform for individuals to learn about depression and anxiety, understand treatment options, and connect with a Healthcare Provider for clinical care. Our Privacy Policy explains our information practices, the kinds of information we collect, how we use and share that information, and your options as it pertains to the sharing of your information.

Scope

This Privacy Policy applies to personal information processed by us during the course of business, including on our website (“Site”) and other online or offline offerings (collectively, the “Services”). Any individually identifiable information that is provided to us for purposes of rendering clinical services (also referred to as “Protected Health Information” or “PHI”) is subject to River City’s Notice of Privacy Practices. The Notice of Privacy Practices describes how River City can use and share your PHI, and describes your rights with respect to this information. The Notice of Privacy Practices (and not this Privacy Policy) will govern our privacy practices with respect to your PHI.

Occasionally, there may be discrepancies between laws that underline this Privacy Policy, and laws that underline the Notice of Privacy Practices. If you make a request about the handling of your personal information, River City will comply with that request to the fullest extent permitted by all applicable laws.

1. **PERSONAL INFORMATION WE COLLECT.** The categories of personal information we collect and our privacy practices depend on whether you are a customer, user, or visitor and the requirements of applicable laws. The following is information which you may provide to us.
 - a. **Account Creation.** When you create a user account, we collect your name, e-mail, address, phone number, date of birth “DOB”, and insurance information.

- i. All information collected and stored by us or which you provide when creating a River City account is considered protected health information (“PHI”) and is governed by applicable state and federal laws, most notably the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). We will not use or disclose this information for advertising, marketing, or other use-based data mining purposes except as otherwise permitted by HIPAA and/or other applicable law. We will never sell PHI or any other potentially identifying information.
 - ii. We may contact you to participate in surveys about our services. If you decide to participate, you may be asked to provide certain information, which may include personal information. Under no circumstances are your responses to these surveys mandatory, and refusing to reply to them shall have no bearing on the quality of Services afforded to you.
 - b. **Communications with Us.** We may collect personal information from you such as your email address, phone number, or mailing address when you request information about our Services, register for our patient portal, request customer or technical support, or otherwise communicate with us.
- 2. INFORMATION AUTOMATICALLY COLLECTED BY US OR OTHERS.
 - a. **Automatic Data Collection.** We may collect certain information automatically when you use the Site or Services. This information may include your Internet protocol (IP) address, user settings, IMEI, MAC address, cookie identifiers, mobile carrier, mobile advertising and other unique identifiers, details about your browser, operating system or device, location information, Internet service provider, pages that you visit before, during and after using the Site or Services, information about the links you click, and other information about how you use the Site or Services. Information we collect may be associated with accounts and other devices.
 - b. **Cookies, Pixel Tags/Web Beacons, Analytics Information, and Interest-Based Advertising.**
 - i. We, as well as third-parties that provide content, advertising, or other functionality on the Site or Services, may use cookies, pixel tags, local

storage, and other technologies (“Technologies”) to automatically collect information. Technologies are essentially small data files placed on your computer, tablet, mobile phone, or other devices that allow us to record certain pieces of information whenever you visit or interact with our Site or Services.

- ii. Cookies. Cookies are small text files placed in visitors’ device browsers to store their preferences. Most browsers allow you to block and delete cookies. However, if you do that, the Site or Services may not work properly.
- iii. Pixel Tags/Web Beacons. A pixel tag (also known as a web beacon) is a piece of code embedded on the Site that collects information about users’ engagement on that web page. The use of a pixel allows us to record, for example, that a user has visited a particular web page or clicked on a particular advertisement.
- iv. These Technologies may be employed for the following purposes:
 1. Operational Necessity. This includes Technologies that allow you access to our Site, Services, applications, and tools that are required to identify irregular Site behavior, prevent fraudulent activity and improve security or that allow you to make use of our functions such as saved searches.
 2. Performance Assessments. We may use Technologies to assess the performance of our Site and Services, including as part of our analytic practices to help us understand how our visitors use the Site and Services.
 3. Functionality. We may use Technologies that allow us to offer you enhanced functionality when accessing or using our Site and Services. This may include identifying you when you sign into our Site or Services, or keeping track of your specific preferences, interests, or past items viewed.

4. Advertising or Targeting Related. We may use first-party or third-party Technologies to deliver content, including ads relevant to your interests, on our Site and Services or on third-party sites.
5. Analytics. We may use Google Analytics or similar analytics software, generally powered by your web browser, to collect information regarding visitor behavior and demographics on our Site and Services. For more information about this software, please view the analytics policy associated with your web browser (e.g. Chrome, Safari, Firefox, etc.). You can opt out of these browsers collecting and processing of data generated by your use of the Site and Services by visiting the browser's "Settings" page.

c. Information from Other Sources. We may obtain information about you from other sources, including through third-party services and organizations to supplement information provided by you. This supplemental information allows us to verify information that you have provided to us and enhances our ability to provide you with information about our business, products, and Services.

d. How We Use Your Information. We use your information for a variety of purposes to fulfill our contract with you and provide you with our Services, such as:

1. Managing your information and accounts.
2. Responding to your questions, comments, and other requests.
3. Providing access to certain areas, functionalities, and features of our Site and Services.
4. Communicating with you about your account, activities provided through our Site and Services, and policy changes.
4. Processing your financial information and other payment methods for Services purchased.
5. Processing your applications and transactions.
6. Answering your requests for customer or technical support.

e. Analyzing and improving our Site and Services pursuant to our legitimate interests, such as:

1. Measuring interest and engagement;
2. Developing new Site features and Services;
3. Ensuring internal quality control;
4. Verifying your identity and preventing fraud;
5. Detecting bugs or other software issues;
6. Preventing potentially prohibited or illegal activities;
7. Enforcing our Terms; and
8. Complying with our legal obligations, protecting your vital interest, or protecting the public good at large.
9. For other purposes you consent to, are notified of, or are informed about when you provide personal information.
- 10 We may use personal information and other information about you to create de-identified and aggregated information, such as deidentified demographic information and de-identified location information. Deidentified information is not afforded the protections set forth by HIPAA or other state privacy legislation, since the information cannot be tied-back to a specific individual after being deidentified.
11. Our Site may contain links to other websites, and other websites may reference or link to our website. These other websites are not controlled by us. We encourage our users to read the privacy policies of each website and application with which the user interacts. We do not endorse, screen or approve and are not responsible for the privacy practices or content of such other websites or applications. Visiting these other websites or applications is performed at your own risk.

3. DISCLOSING YOUR INFORMATION TO THIRD PARTIES. We may share your personal information with the following categories of third parties.

- a. Healthcare Purposes. To other covered entities involved in your treatment, payment and/or healthcare operational services.

b. Business Associates. We may provide personal information or PHI to business associates with whom we contract to help facilitate healthcare operations or to jointly offer products or services. In such cases, these business associates are bound to the privacy and security rules mandated by HIPAA.

c. Disclosures to Protect You, Us, or Others. We may access, preserve, and disclose any information we store associated with you to external parties if we or our providers, in good faith, believe doing so is required or appropriate to comply with law enforcement or national security requests; aspects of the legal process such as a court order or subpoena; to protect your, our or others' rights, property, or safety; to enforce our policies or contracts; to collect amounts owed to us; or to assist with an investigation or prosecution of suspected or actual illegal activity. This list is not intended to be exhaustive and other circumstances may arise during which time such disclosures will be made.

d. Disclosure in the Event of Merger, Sale, or Other Asset Transfers. If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, purchase or sale of assets, or transition of service to another provider, then your information may be sold or transferred as part of such a transaction, as permitted by law and/or contract.

e. International Data Transfers. You agree that all information processed by us may be transferred, processed, and stored anywhere in the world, including but not limited to, the United States or other countries, which may have data protection laws that are different from the laws where you live. We have taken appropriate safeguards to require that your personal information will remain protected and require our third-party service providers and partners to have appropriate safeguards as well. Further details can be provided upon request.

4. YOUR CHOICES

a. General. You have certain choices about your personal information.

Where you have consented to the processing of your personal information, you may withdraw that consent at any time and prevent further processing by contacting us as described in Section 12 (below). Even if you withdraw consent, we may still collect and use non-personal information regarding your activities on our Site and Services, and for other legal purposes as described above.

b. Email Communications. If you receive an unwanted promotional email from us, you can use the unsubscribe link found at the bottom of the email to opt out of receiving future emails. Note that you will continue to receive transactional emails from us to inform you of pertinent business related matters regarding products or Services you have requested, which we are legally required to send. Examples of transactional emails include certain non-promotional communications regarding us and our Services (e.g., communications regarding the Services, updates to our Terms of Use, or this Privacy Policy), and you will not be able to opt out of those communications. We process requests to be placed on do-not-contact lists as required by applicable law.

c. Mobile and Other Devices. If you download the River City mobile application (“app”) Myio, or have provided access to your device’s health app (e.g. Apple Health or Google Fit) to collect your fitness activity data, we may collect data about you from your use of such apps. You can withdraw your consent and/or disable access by changing the app settings on your device. We may send you push notifications through our mobile application. You may at any time opt-out from receiving these types of communications by changing the settings on your mobile device. We may also collect location-based information if you use our mobile applications. You may opt-out of this collection by changing the settings on your mobile device.

d. Do Not Track Adherence. Do Not Track (“DNT”) is a privacy preference that users can set in certain web browsers. Please note that we do not respond to or honor DNT signals or similar mechanisms transmitted by web browsers.

e. Cookies and Interest-Based Advertising. You may stop or restrict the placement of Technologies on your device or remove them by adjusting your preferences as your browser or device permits. The online advertising industry also provides websites from which you may opt out of receiving targeted ads from data partners and other advertising partners that participate in self-regulatory programs. You can access these and learn more about targeted advertising and consumer choice and privacy at:

i. http://www.networkadvertising.org/managing/opt_out.asp

ii. <https://youradchoices.ca/choices/>

iii. <http://www.aboutads.info/choices/>

f. AppChoices. To separately make choices for mobile apps on a mobile device, you can download the AppChoices application from your device’s app store. Alternatively, for some devices you may use your device’s platform controls in your settings to exercise privacy settings. Please note you must separately opt out in each browser and on each device.

Advertisements on third-party websites that contain the AdChoices link may have been directed to you based on information collected by advertising partners over time and across websites. These advertisements provide a mechanism to opt out of the advertising partners’ use of this information for interest-based advertising purposes.

g. Your Privacy Rights. In accordance with applicable law, you may have the right to:

i. request confirmation of whether we are processing your personal information;

ii. receive an electronic copy of your medical record or ask us to send that information to another company;

- iii. seek correction or amendment of inaccurate, untrue, incomplete, or improperly processed personal information; and
- iv. request erasure of personal information held about you, subject to certain exceptions prescribed by law.

h. If you would like to exercise any of these rights, please log into your account or contact us as set forth in Section 9 (below). We will process such requests in accordance with applicable laws. To protect your privacy, we will take steps to verify your identity before fulfilling your request.

5. DATA RETENTION. We store the personal information we receive as described in this Privacy Policy for as long as you use our Services or as deemed necessary to fulfill the purpose(s) for which it was collected, provide our Services, resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements, and comply with applicable laws.

6. SECURITY OF YOUR INFORMATION.

i. We take steps to ensure that your information is treated securely and wholly in accordance with this Privacy Policy. Unfortunately, no system is 100% secure, and we cannot ensure or warrant the security of any information you provide to us. To the fullest extent permitted by applicable law, we do not accept liability for any unintentional disclosures.

ii. By using the Site or Services, or providing personal information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Site or Services. If we learn of a security or privacy breach that may contain your personal information, we may attempt to notify you electronically by posting a notice on the Site, sending you an email, or by sending traditional mail.

7. CHILDREN'S INFORMATION. The Services are not intended for children under the age of 6, and we do not knowingly collect personal information from children. If you learn that your child has provided us with personal information, you may email fd@rivercitypsychservices.com. If we learn that we have collected any personal information of a child, we will promptly take steps to delete such information and terminate the child's account.

8. CHANGES TO OUR PRIVACY POLICY. We may revise this Privacy Policy from time to time at our sole discretion. If there are any material changes to this Privacy Policy, we will notify you as required by applicable law. You understand and agree that you will be deemed to have accepted the updated Privacy Policy if you continue to use the Site or Services after the new Privacy Policy takes effect.

9. CONTACT US. If you have any questions about our privacy practices or this Privacy Policy, or if you wish to submit a request to exercise your rights as detailed in this policy, please contact the front desk by emailing fd@rivercitypsychservices.com.

I have read and understand the information contained in River City's Privacy Policy.

Printed Name

Signature

Guardian/Legal Representative

Relationship to Patient

Date



Psychiatric Services, LLC

Notice of Privacy Practices

This Joint Notice of Privacy Practices (“Notice”) is being provided to you on behalf of River City Psychiatric Services, LLC (collectively referred to throughout this Notice as “we” or “our”) and describes how medical information about you may be used and disclosed, and how you can access this information. This notice also describes your rights as they pertain to your protected health information. Protected health information is any information that identifies you individually; more specifically, it is demographic information that relates to your past, present, or future physical or mental health condition and any related healthcare services.

STANDARD USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

In order to provide you with the most effective level of treatment, we will need to obtain your personal health information. We understand how sensitive and important this information is, and want to assure you that we will maintain it with the utmost degree of integrity by taking all reasonable precautions to protect it from any improper disclosures. That said, there are certain scenarios which may arise during the course of your treatment that will require us to share at least some of your personal information with other parties, both inside and outside of River City Psychiatric Services. The purpose of this document is to ensure that you are completely aware of these scenarios and the options you have in determining how and when your protected health information is used.

The following are situations during which we may use and disclose your protected health information, without first obtaining your authorization.

For treatment. We may use and disclose medical information about you to provide you with healthcare treatment and related services. We may disclose medical information about you to healthcare providers and personnel who are providing or involved in providing healthcare to you (both within River City Psychiatric Services organization and externally). For example, should your care require treatment by an outside physician, we may provide that physician with your medical information if such information will enable the physician to better determine your care plan.

For payment. If you elect to have treatment covered by your insurance provider, we may use and disclose your protected health information so that we can receive payment for the services provided to you. Examples of payment related activities include making a determination of eligibility or coverage for insurance benefits, processing claims with your insurance company,

reviewing services provided to you to determine medical necessity, or undertaking utilization review activities.

For healthcare operations. We will disclose your protected health information as necessary and as permitted by law, for our healthcare operations. These operations include clinical improvement, professional peer review, business management, accreditation and licensing, and other activities necessary to maintain optimal levels of service.

To business associates. We may disclose your protected health information to our business associates, who provide us with services necessary to maintain business operations. We will only provide the minimum information necessary for these associates to perform their functions as it relates to business operations. For example, we may use a third-party merchant processor to assist in our credit card billing services, but this merchant will never have access to your medical record. Please understand that all of our business associates are obligated to comply with the same privacy and security laws that we adhere to. Additionally, all of our business associates are under contract with us and are committed to protecting the privacy and security of your protected health information.

For appointments and services. We may contact you to provide appointment updates or information about your treatment, or other health-related benefits and services that may be of interest to you. You have the right to request, and we will accommodate reasonable requests, regarding how you want to receive communications as it pertains to your protected health information. For instance, if you wish appointment reminders not to be sent to a particular email address, we will not do so.

To preserve your safety and that of others. Your protected health information may be disclosed to the appropriate governmental agency if there is belief that a patient has been or is currently the victim of abuse, neglect, or domestic violence and the patient agrees to the disclosure, or if the provider is required by law to report the suspected abuse. In addition, your information may also be disclosed to prevent a serious threat to your health or safety or to the health and safety of others.

During judicial and administrative proceedings. As sometimes required by law, we may disclose your protected health information for the purpose of litigation, which includes, but is not limited to, responding to a court or administrative order or responding to a subpoena. Please note that you will generally be notified of such disclosures which, if possible, will only be made after we have attempted to contact you about the situation. Your information may also be disclosed if required for our legal defense in the event of a lawsuit.

For research. Occasionally, we may engage in research to support ongoing medical and treatment insights. All published findings include only fully anonymized data, but certain research collaborators may require access to protected health information for the purposes of confidential data analysis. Rest assured that these researchers are bound to the same confidentiality and privacy rules that govern River City Psychiatric Services as a whole.

For workers' compensation claims. We may disclose a limited amount of your protected health information when necessary to comply with a workers' compensation request. This information may be reported to your employer and/or your employer's representative regarding an occupational injury or illness.

If practice ownership changes. If River City Psychiatric Services were ever to be sold, acquired, or merged with another healthcare entity, your protected health information will become the property of the new entity. In such a case however, you will retain all of the rights to your protected health information as set forth by this Notice and may request that copies of your medical record be transferred to another physician or healthcare group.

For breach notification purposes. If for any reason there is an unsecured breach of your protected health information, we will utilize the contact information you have provided us with to notify you of the breach, as required by law. In addition, your protected health information may be disclosed to the Department of Health and Human Services as a part of the breach notification and reporting process.

If you become incarcerated. If you are or become an inmate of a correctional facility, we may disclose requested protected health information to the correctional facility if the disclosure is necessary for your institutional healthcare, to protect your health and safety, or to protect the health and safety of others within the correctional facility.

For other uses and disclosures. We are permitted and/or required by law to make certain other uses and disclosures of your protected health information without your consent or authorization under the following circumstances.

- For public health activities or in connection with public health investigations;
- To a governmental oversight agency conducting audits, investigations, or pursuing information in connection with civil or criminal proceedings;
- To coroners or funeral directors, when the request is appropriate and made consistent with law;
- If you are a member of the military, for national security or intelligence activities; and
- For any other purpose required by law.

USES AND DISCLOSURES WE ARE PERMITTED TO MAKE UNLESS YOU NOTIFY US OTHERWISE

We may, under the following circumstances, use and disclose your protected health information without first receiving your authorization, unless you tell us not to do so, in which case we never will unless required by law enforcement or a court order. If you decide for any reason that you do not want your protected health information to be shared in some or all of these situations, please notify Linda Sturm, RN/Office Manager, either through your River City Psychiatric Services patient portal, or via email to fd@rivercitypsychservices.com.

To contact individuals involved in your care. We may from time to time disclose your protected health information to designated family, friends and others who are involved in your care or in payment of your care. If you are unavailable, incapacitated, or facing an emergency medical situation and we determine that a limited disclosure may be in your best interest, we may share limited protected health information with such individuals without your approval. We may also disclose limited amounts of your protected health information to a public or private entity that is authorized to assist in disaster relief efforts in order for that entity to locate a family member or other persons that may be involved in some aspect of caring for you.

USES AND DISCLOSURES THAT REQUIRE YOUR WRITTEN AUTHORIZATION

We will never disclose or use your protected health information in the following situations without first obtaining your written authorization to do so. In addition to the uses and disclosures listed below, other uses not covered in this Notice will be made only with your written authorization. If you provide us with authorization, you may revoke it at any time by submitting a request in writing.

To disclose psychotherapy notes. We must obtain your specific written authorization prior to disclosing any psychotherapy notes unless otherwise permitted by law. However, there are certain purposes for which we may disclose psychotherapy notes without obtaining your written authorization, which include the following scenarios.

- To carry out certain treatment, payment or healthcare operations (e.g. to defend ourselves in a legal action or other proceeding brought by you);
- To the Secretary of the Department of Health and Human Services as required by law;
- For health oversight activities authorized by law; or
- To medical examiners or coroners as permitted by law.

To disclose information about substance use disorders. Unless otherwise obligated by law, we must obtain your written authorization to disclose any information we maintain about your personal use with drugs or alcohol.

RIGHTS THAT YOU HAVE REGARDING YOUR PROTECTED HEALTH INFORMATION

The following are statements of your rights, subject to certain limitations, with respect to your protected health information.

You have the right to obtain and inspect a copy of your medical record. You have the right to obtain and inspect a copy of the protected health information that we retain on your behalf, and may request a copy of such health information in a reasonable electronic format, if readily producible. Requests for access must be made in writing and signed by you or your legal representative. You also have the right to request that a copy of your medical record be sent to another individual or organization. We will make every attempt to provide the records in the specific format you request; however, in the case that the information is not readily accessible or producible in the requested format, we will provide the record in a standard electronic format or

a hard copy form. To request that a copy of your medical record be sent to you or another party, please complete an Authorization Request for Release of Medical Records form by requesting a copy from Linda Sturm, RN/Office Manager at fd@rivercitypsychservices.com.

You have the right to request that your medical record be amended. You have the right to request in writing that your protected health information be amended or corrected. We are not obligated to make requested amendments, but we will give each request careful consideration. If an amendment or correction request is honored, we may notify others who work with us if we believe that such notification is important for your healthcare needs. To submit a medical records amendment request, please contact the front desk at River City Psychiatric Services.

You have a right to receive an accounting of certain disclosures. You have the right to receive a list of certain disclosures that we have made of your information over the course of the prior six (6) years from the date on which you submit your request. Please note this request will not include disclosures made for the purposes of treatment, payment, healthcare operations; notification and communication with family and/or friends; and those disclosures required by law. To receive a copy of this disclosure log, please contact the front desk at River City Psychiatric Services.

You have the right to receive a notice of breach. We take very seriously the confidentiality of our patients' information, and we are required by law to protect the privacy and security of your protected health information through appropriate safeguards. We will notify you in the event a breach occurs involving or potentially involving your unsecured health information and inform you of what steps you may need to take to protect yourself.

You have the right to request restrictions of your protected health information. You have the right to request restrictions on uses and disclosures of your protected health information for treatment, payment, or healthcare operations purposes. While we are not required to agree to most restriction requests, we will still attempt to accommodate reasonable requests when appropriate. You do however have the right to restrict disclosure of your protected health information to your health plan if the disclosure is for the purpose of carrying out payment or healthcare operations and is not otherwise required by law, and the protected health information pertains solely to a healthcare item or service for which you, or someone other than the health plan on your behalf, has paid us for in full. If we agree to any discretionary restrictions, we reserve the right to remove such restrictions as we deem appropriate, and will notify you if we remove a restriction imposed in accordance with this paragraph. You also have the right to withdraw any restriction you may have previously requested. Should you wish to restrict your protected health information from disclosure, please contact the front desk at River City Psychiatric Services.

You have a right to request how you receive confidential communications. You have a right to request confidential communications from us by alternative means or at an alternative location. For example, you may designate we send email only to an address specified by you which may or may not be your primary email address. You may indicate we should only call you on your work phone or specify which telephone numbers we are or are not allowed to leave messages on.

You do not have to disclose the reason for these requests; however, you must submit a request with specific instructions in writing to the front desk staff at River City Psychiatric Services.

You have a right to receive a paper copy of this notice. Even if you have agreed to receive an electronic copy of this Privacy Notice, you have the right to request we provide it in paper form. You may make such a request at any time by contacting the front desk at River City Psychiatric Services.

CHANGES TO THIS NOTICE

We reserve the right to change the terms of this Notice at any time and will inform you of such changes should they be made.

COMPLAINTS

If at any time you believe your privacy rights have been violated and you would like to register a complaint, you may do so either with us or with the Secretary of the United States Department of Health and Human Services. River City Psychiatric Services **WILL NEVER RETALIATE AGAINST YOU FOR MAKING A COMPLAINT**. To lodge a complaint to River City Psychiatric Services directly, please contact the front desk, whose information is provided at the end of this document.

If you wish to file a complaint with the Secretary of the United States Department of Health and Human Services, please go to the website of the Office for Civil Rights (www.hhs.gov/ocr/hipaa/), call 202-619-0257 (toll free 877-696-6775), or send a letter to:

Secretary of the US – Department of Health and Human Services
200 Independence Ave S.W.
Washington, D.C. 20201

For further information from River City Psychiatric Services. If you have questions or need further assistance regarding this Notice, or if you would like to notify us directly about a privacy concern or violation, you may contact the front desk, by phone at (507) 208-7629, or by email at fd@rivercitypsychservices.com. This Notice is also readily available on our website <https://rivercitypsychiatricservicesll.godaddysites.com/>.

Front Desk: Linda Sturm, RN/Office Manager

Phone: (507) 208-7629

Email: fd@rivercitypsychservices.com

Fax: (507) 607-8671

I have read and agree to the terms of River City Psychiatric Services, LLC'S Notice of Privacy Practices policy.

Printed Name

Signature

Guardian/Legal Representative

Relationship to Patient

Date



Appointment Attendance and Cancellation Policy

River City Psychiatric Services, LLC (“River City”) providers, along with you develop the frequency of your appointments. To best serve you, we request you attend all your scheduled visits. However, should something arise, we request that you cancel your appointment at a minimum of 24 hours before your scheduled appointment time.

I understand that if I do not notify River City 24 hours in advance, have a late cancel, or no-show my appointment, I may be charged a \$125.00 late cancel/missed appointment fee and this will be applied based on provider discretion. This fee will be charged to you, not your insurance. This needs to be paid in full or you will not be able to schedule any future appointments.

I understand that if I cancel my appointment *in advance and* based on my providers discretion, refills on my medications may be provided despite missing my appointment.

I understand that if I miss my appointment and did not notify River City in advance, I will not be able to get my medications refilled until I am rescheduled and *attend* my follow up appointment.

I understand that if I am 10 minutes or more late for my appointment, my provider may refuse to see me and I will be asked to reschedule my appointment.

I understand that **NO** medication changes will be made between visits. If I feel my medications need to be adjusted or changed, I will need to schedule an appointment with my provider to discuss what’s going on and why I feel my medications need adjustments/changes.

By signing below, I agree to the terms of River City’s Appointment Attendance and Cancellation Policy.

Printed Name

Date

Guardian/Legal Representative

Relationship to Patient

Signature

Name: _____

DOB: _____



**Authorization for Release of Information
Related to Health Care Billing,
Insurance, and Claim Information**

I, _____, authorize Stars Pro Medical Billing to coordinate billing/claim related information with myself, River City Psychiatric Services LLC, and my insurance company. In the event they would need Information regarding my insurance, I will contact Zaheer Abbas, Client Relations Specialist, with Stars Pro Medical Billing via email, phone, fax, or my patient portal.

Stars Pro Medical Billing/Zaheer's contact information:



Email: Zaheer@starspmb.com

Phone: 732-348-5369

Fax # 732-943-3925

Patient Signature

Date



Psychiatric Services, LLC

Consent to TeleHealth

Before using this service, it's important to make sure you understand how using the Myio app, (which is the app River City Psychiatric Services, LLC uses for their TeleHealth platform) including native and web-based apps ("the App") to obtain care differs from visiting a more traditional in-office mental health practitioner. In particular, it is important that you understand the risks associated with taking medication and participating in therapy, if applicable. If you have any questions, please send us an email at fd@rivercitypsychservices.com, or a message using the chat feature offered through your River City Psychiatric Services patient portal.

Not For Emergencies

I understand that I should never use the App in an emergency. I understand that, in an emergency, I should dial 911 or go to an emergency department.

I understand that 24-hour help is available through the Crisis Text Line at 741-741, or the Suicide Prevention and Crisis Lifeline by calling or texting 988 or visiting <https://988lifeline.org/>.

Telehealth Risks

I understand that River City Psychiatric Services provides a telehealth platform, and that telehealth involves the delivery of healthcare services using different forms of electronic communications and information technology between a Healthcare Provider and a patient who are not present in the same physical location.

I understand this means that a Healthcare Provider is unable to conduct certain tests or assess my vital signs in-person, which may in some cases prevent the Healthcare Provider from providing me with a diagnosis or treatment, or from identifying my need for emergency medical care or treatment.

I understand that while the use of telehealth may provide potential benefits to me, as with any health care service, no such benefits or specific results can be guaranteed. My condition may not be cured or improved, and in some cases, may get worse.

Provider-Patient Relationship

I give my informed consent to the use of telehealth by Healthcare Providers affiliated with River City Psychiatric Services, LLC.

I understand that the Healthcare Provider has the right to refuse to take responsibility for my care if the Healthcare Provider, in their professional judgment, believes that I am not a good

candidate for this telehealth service. I understand that making a request for treatment (e.g. by completing the intake questionnaire, scheduling a consultation, and/or making payment) does not in and of itself create a duty of care for the Healthcare Provider, nor does it establish a provider-patient relationship.

I understand that the Healthcare Provider will take responsibility for my care only after the Healthcare Provider has reviewed my request for treatment, the information I provide during the registration and intake processes, AND completes my initial patient consultation. Only after this consultation is completed will my Healthcare Provider be able to determine if telehealth is a suitable forum for my treatment. I understand that the provider-patient relationship and the duty of care owed to me by my Healthcare Provider as a result of this relationship will not be established until after all parts of this process are completed.

I understand that, at any time during my care, my Healthcare Provider may determine that telehealth services are no longer appropriate for me, refuse to take further responsibility for my care, and/or refer me to an appropriate in-person care facility. I understand that if my relationship with River City Psychiatric Services ends, regardless of reason, that the duty of care afforded to me through the provider-patient relationship shall no longer exist.

I understand that there may be a delay until the next business day, and at times longer, before a Healthcare Provider reviews my request for treatment and/or any messages I send.

I understand that I need to be responsive to ongoing requests from my Healthcare Provider and the information they request of me, including but not limited to completion of ongoing assessments about my symptoms, functioning, and/or side effects during my treatment, in order to remain under the care of my Healthcare Provider. If I am not responsive to these requests for information, or if I furnish only partial or misleading information, I understand that I shall not be considered to be under the care of my Healthcare Provider.

Greater Reliance on Information I Provide

I understand that, if I elect to use the App and associated third party services for medical services provided by a licensed Healthcare Provider, I seek to enter into a relationship where the Healthcare Provider relies exclusively upon information that I provide to decide whether or not medications and/or other forms of prescribed treatment are safe for me.

With respect to both therapy and medical services offered through the App and associated third party services, I understand that the Healthcare Provider may have no way of verifying the information I provide, and that the Healthcare Provider will consider the information I provide to be accurate, true, and complete. Therefore, I attest that all information I communicate to my Healthcare Provider will be, to the best of my knowledge, entirely accurate and complete.

I understand that using telehealth means that the information transmitted to the Healthcare Provider may not be sufficient to allow for appropriate medical or therapy decision making by the Healthcare Provider, in which case the Healthcare Provider will notify me that I'm not an appropriate candidate for telehealth services.

Adhering to the Treatment Plan

I understand that it's important to follow the treatment plan specified by my Healthcare Provider, which may include taking medication as prescribed and/or completing therapy sessions, and performing any homework or other requests my Healthcare Provider asks of me. I understand that not complying with instructions from my Healthcare Provider may limit the effectiveness of my treatment and ultimately serve as grounds for my Healthcare Provider to stop offering care to me, thereby terminating the provider-patient relationship.

Understanding the Risks Associated with Your Care

I understand that, if I elect to use the App for medical services, I can request a prescription for different types of medication, each of which has different risks of adverse events and different side effects. I understand that all the information I provide when requesting a prescription for medication is important in the Healthcare Provider's determination as to whether I'm a good candidate for a particular medication and for telehealth services in general. I agree to provide true and complete information and understand that if I provide information that isn't true and complete, then I'll be at greater risk of adverse events from taking medication. My Healthcare Provider nor River City Psychiatric Services shall ever be held liable for adverse circumstances that result in whole or in part because I provided untrue or incomplete information to my Healthcare Provider. I also understand that providing information that isn't true and complete is cause for my Healthcare Provider to discontinue treating me.

I understand that adverse events can be caused by a number of things, including other health conditions I may have, allergic reactions, side effects, or interactions between psychotropic medication and other medications, nutritional supplements, or other things I'm taking, and that it is my responsibility to make my Healthcare Provider immediately aware of any updates or changes to my health status, or any medications or supplements that I am taking.

I understand that adverse events from taking psychotropic medication include but aren't limited to increased risk of suicide, Serotonin Syndrome, gastrointestinal bleeding, mania, birth defects, angle-closure glaucoma, seizures, hyponatremia, and heart, liver, or kidney issues.

I understand that participating in therapy can involve examining and addressing strong emotions that may be upsetting for me.

Limited Communication with a Provider In Real Time

I understand that by using the App, I won't speak to or send and receive messages with a Healthcare Provider in real time, except in cases where a live video consultation is explicitly scheduled and confirmed.

I understand that my Healthcare Provider will endeavor to respond to messages within twenty-four (24) hours on weekdays, but that at times this may take longer.

I understand that I must regularly check my email for messages and the App for updates because this is the way that River City Psychiatric Services will communicate important information to

me. I understand that if I don't regularly monitor my email and the App, then my care may be delayed and/or I may not receive important communications sent to me.

I understand that if I have any non-urgent questions relating to my care, I can submit an inquiry to River City Psychiatric Services by emailing fd@rivercitypsychservices.com, or by sending a message to Linda Sturm, RN/Office manager in the App. I understand that River City Psychiatric Services may not review my messages until the next business day, or possibly later.

Workers' Compensation and Disability Claims

I understand that by using the App, my Healthcare Provider is under no obligation to complete any documentation related to my workers' compensation or disability claim statuses. If I make any such request of my Healthcare Provider, I understand that my Healthcare Provider has the unequivocal right to determine in their sole clinical judgment whether they can furnish such information on my behalf. I understand that if I register for services with River City Psychiatric Services with any intention of finding a Healthcare Provider to complete my workers' compensation or disability claim documentation either now or in the future, I am responsible for notifying my Healthcare Provider of this intention during my initial consultation.

Understanding Telehealth Services

I understand that by using the App, I will receive personalized content on the most appropriate treatment or therapy methods available to me, and that this information is being provided so that I may make my own decisions about which treatment(s) or therapies I would like to pursue. I understand that it is important that I read the information provided within the App and, when applicable, via links to third-party websites for information about my treatment or therapy choices.

I acknowledge it is critical that I read and understand all information provided about any psychotropic medication(s) prescribed to me, if applicable. I understand that some information about the risks of taking psychotropic medication will be discussed by my Healthcare Provider when I am prescribed a specific medication. I also understand that I should discuss prescribed medication, and any questions I have about it, with my Healthcare Provider or pharmacist before I begin taking it.

Risk to Electronic Health Information

I understand that the electronic nature of the App means that there are inherent risks to the privacy of my health information, especially when comparing this form of care to a traditional "in-office" setting. I understand that although River City Psychiatric Services implements a wide range of administrative, physical, and technical safeguards to protect my health information, River City Psychiatric Services cannot affirmatively guarantee the privacy and confidentiality of my health information.

For more details on how River City Psychiatric Services protects my health information, see our Notice of Privacy Practices.

I understand that River City Psychiatric Services and its providers may share information regarding my health status with other medical professionals involved in my treatment, payer sources such as my health insurance group, their billers, and other organizations designated to facilitate healthcare operations.

I agree and authorize my Healthcare Provider to release my protected health information to River City Psychiatric Services and its affiliates.

I agree to this Consent to Telehealth and acknowledge that using the Site constitutes an on-going agreement to this Consent to Telehealth.

Assignment of Benefits

By providing information about your health insurance or health plan to River City Psychiatric Services, you are authorizing us to submit claims for covered Services to your health insurer or health plan. Additionally, you hereby assign or otherwise authorize us to charge you, your health insurance plan, and/or another indicated payer for the Services provided to you. You authorize the release of any medical or other information necessary to process any claims for the Services provided. You further understand and accept your financial responsibility for any portion of the bill not covered by your health insurer or health plan. SUBMISSION OF CHARGES DOES NOT WAIVE OUR RIGHT TO SEEK PAYMENT DIRECTLY FROM YOU.

I have read and agree to the terms of River City Psychiatric Services, LLC Consent to TeleHealth policy.

Printed Name

Signature

Guardian

Relationship to Patient

Date



Voicemail/Text Message/Email Consent Form

In order to best serve your mental health needs, River City Psychiatric Services will confirm your appointment one (2) business day in advance via an automated reminder system. This system utilizes voice and text messages, or email. Additionally, our staff may leave voicemails when contacting you for clinical, scheduling, or billing information.

Voicemail

- YES.** River City Psychiatric Services may leave a message on patient's/family voicemail confirming your appointment and/or information you request regarding your treatment.
- No.** River City Psychiatric Services may **NOT** leave a message on patient's/family voicemail

Email

- Yes.** River City Psychiatric Services may communicate with me via e-mail that is **NOT** password protected. I understand that because email is not a secure form of communication confidentiality cannot be ensured of any information sent via e-mail.
- No.** By checking this box to the left, I am indicating that I **DO NOT** grant permission for email communication as described above.

Text

- YES.** River City Psychiatric Services may send text messages to patient's/family phone number confirming your appointment and/or information you request regarding your treatment.
- No.** River City Psychiatric Services may **NOT** send text messages to patient's/family phone number regarding appointments and/or information you request on your treatment.

Signature

Date



Agreement for Safe & Effective Controlled Substance Prescription

My psychiatric provider has prescribed one or more medications to treat my condition: _____ . These medications are high risk and can be misused, abused, or lead to addiction. In order to comply with federal and state regulation and for my safety, I agree to the following statements. I know that if I do not follow the statements below, my controlled substance prescription and/or treatment at River City Psychiatric Services may be terminated.

1. I know that controlled substances are one part of my treatment plan to help my condition and make my quality of life better. I know that controlled substances will not cure my condition and my provider may recommend other treatment modalities to help my condition. I understand that if my function does not improve while on these medications, the medicine may be discontinued or the dose adjusted.
2. I know that my treatment may change as my provider evaluates my progress or more medical information is available. If my provider feels I need to see a specialist, my provider will provide me with referral information.
3. I know that if I stop the medication suddenly, I may have withdrawal symptoms, including, but not limited to fatigue, hypertension, seizures, or even death.
4. I am responsible for my controlled substance medications and agree to store them in a secure location which is not accessible to anyone other than myself. I understand that sharing, selling, or trading my medication is illegal and is a felony. If the paper prescription and/or the medication is lost, misplaced, or stolen, or if I use it up too soon, **I know that the medication will not be replaced as required by legal mandates.** I agree to bring in my medications for pill counts and random urine drug screens at the request of my provider.
5. Refills of controlled substances will only be provided if I keep my scheduled appointment(s). I will call at least 72 hours in advance if I need a refill on the controlled substance medications and I know that refills will only be granted during my provider's regular business hours.
6. I will not ask for or take controlled substance medications from another doctor or person. If I am given these medications by another health care provider or in a time of emergency, I will call River City Psychiatric Services the next business day to let my provider know.
7. I know that any controlled substance may interfere with or impair my ability to drive, perform intricate tasks and make important decisions. I understand that it is my responsibility to refrain from any activities that will endanger me or others while taking a controlled substance.

Name: _____

DOB: _____

8. I understand the use of illegal drugs will negatively impact my response to treatment. I also understand that if my provider suspects drug use that could compromise my health, my medications will be discontinued, my provider may order a drug test, and/or my provider will refer me to chemical dependency treatment.

10. *For females of childbearing potential*, I understand that taking controlled substances while pregnant is dangerous. Taking controlled substances during pregnancy can cause harm to a fetus and can lead to severe neonatal withdrawal after birth.

11. I understand, that in order to meet the Federal requirements of the Ryan Haight Act of 2008, I must meet one of the following guidelines:

a. Have an in-person face-to-face visit with my provider *prior* to any *stimulant* medications being prescribed *or*,

b. I must have received a face-to-face evaluation from a DEA registered practitioner, referred to as the *referring practitioner*. The referring practitioner may then issue a written qualifying telemedicine referral to my provider at River City Psychiatric based upon the diagnosis, evaluation, or treatment that was provided for the medical issue upon which the medical evaluation was predicated. Moreover, I understand the referring practitioner must communicate the results of the medical evaluation which include any diagnosis, evaluation, or treatment to the prescribing practitioner, *prior* to my provider at River City Psychiatric Services issuing a prescription. Furthermore, I understand that if this referral is not received prior to my visit, my provider at River City will *not* be able to issue me a prescription.

12. I understand that *NO* medication changes will be made between visits. If I feel my medications need to be adjusted/changed, I will need to schedule an appointment with my provider to discuss what's going on and why I feel my medications need adjustments/changes.

By signing below, I agree to the terms of River City's Agreement for Safe & Effective Controlled Substance Prescription Policy.

Printed Name

Date

Legal Guardian/Representative

Relationship to Patient

Signature

Name: _____

DOB: _____