



Functional Mind

Optimal Medical Solutions

Functional Mind Office Policy

WELCOME TO OUR PRACTICE! Functional Medicine focuses on determining the root cause of a disease rather than treating the symptoms alone. We use a multi-pronged approach, which requires a detailed evaluation lasting **90-120 minutes**. We generally recommend completing blood and specialty lab work to determine objectively some of these underlying causes. Our goal at Functional Mind, LLC is to help you reach optimal health of body, mind and spirit by bringing multiple components back into balance, and not focusing on symptom relief alone. We may use prescription medication, herbs, vitamins, and supplements, as well as dietary and life style changes to facilitate the healing process. However, ultimately food is medicine.

The first session or two will involve a comprehensive evaluation of your needs. By the end of the evaluation, we will be able to offer you some initial impressions of what our work may include. At that point, we will discuss your treatment goals and create a personalized, initial treatment plan. You should evaluate this information as well as your own assessment about whether you feel comfortable working with us. **Treatment involves a large commitment of time, money, and energy**, so you should be very careful about who to select to work with you to make the most of your time and ours. If you have questions about our procedures, we should discuss them whenever they arise.

We have developed the following guidelines to better assist you in getting your needs as a patient met here. In addition to these, our website (www.fxnmind.com) provides information about functional medicine, our philosophy, our biographies and helpful resources.

This document contains important information about our professional services and business policies. Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures at any time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it or if you have not satisfied any financial obligations you have incurred.

We will need some personal information by phone and for you to sign a number of things in this document before your appointment. If the patient is over the age of 18, the patient **MUST** sign all documents and if the patient is a minor or has a legal guardian, a parent or legal guardian must sign these documents.

In certain blocks of this document, you will be initialing each section which is an acknowledgement and agreement to our policies.

NATURE OF SERVICES The care provided by Functional Mind, LLC, is highly specialized and based upon evidence-based medicine, including Functional Medicine and holistic principles, and in some cases, there may be disagreement among qualified medical experts. Care rendered may therefore be seen by some as outside standard of care or medically unnecessary. Diagnosis and treatment may include some services that are considered non-traditional, non-conventional or complementary or alternative medicine. These services may not be recognized as standard medical practices and may be considered by insurance companies to be experimental or even investigational.

NO GUARANTEE You are aware that no practice of medicine is an exact science, and acknowledge that there are and can be no guarantees as to outcomes of any treatment that you receive from Functional Mind, LLC.

Unless we have a prior arranged explicitly stated mutual agreement in writing of services provided beyond consultation, you agree to continue to remain under the care of your primary care provider and specialists, if applicable, for any ongoing allopathic care and evaluation that might be indicated. Integrative care is adjunctive to the treatments that you are receiving by your treating primary health care providers and specialists, including psychiatrist.

PRIOR TO YOUR INITIAL APPOINTMENT You will be asked to complete forms sent to you by Intake Q or those available on our website at www.fxnmind.com and sent to us at least 1 week prior to your appt. These are thoroughly reviewed before we even see you. We ask that you bring/send copies of your records, medication and supplements with you.

By initialing here _____, I acknowledge the above.

GETTING YOUR NEEDS MET DURING A FOLLOW-UP APPOINTMENT

At the beginning of each appointment, we will together outline issues and topics for discussion. You will be asked to complete a Pre-Appointment Form before every visit for this reason. Please come 10-15 minutes earlier than scheduled so that you have time to complete these forms. It is difficult to adequately address a symptom if it is brought up at the end of your session, so please try to come in with talking points in mind. Most follow-up appointments are 60 minutes, but there are 30-minute appointments available on an as-needed basis. We will try to discuss and tackle most things within this time, however some chronic issues will take longer to assess, sort out, fine tune and treat. These types of cases will therefore be handled over the course of several visits.

GETTING YOUR NEEDS MET AFTER AN APPOINTMENT

We, Sally and Achina, work as a team. If you see one, you can depend on the other to discreetly and efficiently handle your requests. We help each other keep track of your progress in between visits, which is why it is important that you relay to the other provider as much information as you feel comfortable sharing. Any of your calls which do require a call back will be addressed during our lunch hour (approximately 12-1pm) or after the last patient is seen (around 5pm) but it might be as late as 9:00 pm. Please let us know the best number and time for us to reach you. We will try to accommodate your preference if possible.

By initialing here _____, I acknowledge the above.

LAB WORK AND FOLLOWUP

We may order blood work as part of our assessment. **We will do our best to order labs that are**

covered by your insurance plan with the proper ICD 10 code. However, it is impossible to know for sure if your insurance will pay for labs completely because there are hundreds of plans and they all have different policies. They differ in which ICD 10 diagnosis codes they will pay. They are not inclined to tell us or you whether or not they will pay in advance. Specialty labs are generally paid out-of-pocket but depending on your insurance plan, some may give a discount.

All lab work will require a follow-up appointment. The results take some time to explain and are used to create a treatment plan. Any critical labs will be brought to your attention by phone.

I authorize Functional Mind LLC to provide any health information related to the patient to the insurance company or other payor, for purposes of payment for the blood work, specialty testing or studies ordered on my behalf.

By initialing here _____, I agree to the above.

PRESCRIBING OF MEDICATION AND REFILLS

Your primary care provider and/or psychiatrist are responsible for renewing your medications. Seeing us does not automatically mean that you can expect us to renew your medications. However, as consultants, we may temporarily take over the prescribing of specific medications for a short period of time which will be mutually discussed and agreed upon at the initial consultation or during a session. We will address renewal of prescriptions at appointment times. If we do assume responsibility of prescribing your medication, and for some reason you run out of your medication, please send a request through the Patient Fusion portal, through an email or call the office/google VM. Please note that medication refills are not considered urgent, and will be handled by the next business day. **Please be mindful of discussing refills in advance and at the beginning of the session.**

We do not accept requests for refills of medication through fax or electronically from the pharmacy. DO NOT ask the pharmacy to call us for refills of your medication. These requests will be declined. It is your responsibility to ask for renewal of medication as we will need to speak to you directly. We will require you to be seen if it has been over 3 months since the last appointment. .

By initialing here _____, I acknowledge the above.

LATE POLICY

If you are running late, please do call the office. We will try my best to accommodate you that day, but there may be times when we will be unable to do so. As a general rule of thumb, if more than half your appointment time is over when you arrive, it would be a disservice to you and your evaluation to be seen that day.

CANCELLATIONS AND NO SHOWS

Services are most effective when meeting times are regular and consistent. If you need to cancel or reschedule a session, it is required that you provide 48 hours notice. If you miss a session without cancelling, **YOU WILL BE BILLED FOR 100% OF THE SESSION.** If you cancel with less than 48 hours notice, **YOU WILL BE BILLED FOR 25% OF THE SESSION.** It is important to note that insurance companies do not provide reimbursement for cancelled sessions. You are responsible for coming to your session on time and at the time scheduled. Of course, extenuating circumstances will be taken into consideration. We also reserve the right to dismiss you as a patient for 2 late-cancellations and/or no-shows. You will be discharged from the practice with contact for emergencies only during a 30-day period from the point of notice. Since we are a specialty practice, we will do our best to provide appropriate referrals for care, but this is not guaranteed as very few practitioners do this type of work.

By initialing here _____, I acknowledge the above

FEES, BILLING, AND PAYMENT

Our fees are \$300/hour face-to-face time and billed in 15 min increments. We will also bill for numerous and lengthy phone and/or email contacts at the same rate our discretion.

Method of Payment: You may pay your bill with cash, personal check, PayPal, Visa Mastercard, or debit card. Payment is due at the time of the session.

Returned Checks: A \$25.00 service charge will be added on all checks returned to us for insufficient funds.

RECORDS

We do not complete forms for disability, but with authorization will send copies of pertinent records for a fee of \$0.25 per page for the first 100 pages. After 100 pages, \$0.10 per page. Maximum fee of \$15.00 for retrieval regardless of time spent retrieving. Special handling fee of an additional \$10.00 if records must be delivered within 48 hours of request.

FINANCIAL RESPONSIBILITY By initialing here _____ you are acknowledging that you understand and agree to being financially responsible for all payments. Payment in full is required at each visit. Functional Mind, LLC does not accept assignment nor any insurance.

INSURANCE

Insurance is a contract between you and your insurer. We are not party to this contract. If your insurance allows out-of-network services, we will gladly provide you a super bill to submit to your insurance company for reimbursement. Insurance companies differ in their policies, therefore we encourage you to call them and learn what their policies are for out-of-network benefits. It is your responsibility to obtain the proper forms and submit them. It is your responsibility to know the amount of your deductible as it varies from plan to plan. Patients with Medicare are Required to sign an OPT OUT contract.

EVEN IF YOU ARE SELF PAY FOR SESSIONS, we will still need your insurance information to order blood work, studies or specialty testing. We also need you to provide us authorization to release information to the companies providing lab draws, testing or studies for them to process them and bill your insurance company, where applicable.

By initialing here _____, I acknowledge the above and authorize release of information when required for the purposes of processing blood work, testing, and specialty studies.

COMMUNICATION VIA EMAIL

We will communicate with each other via the IntakeQ portal. You will be given a code to register at the first appointment. However there are occasions when certain documents can only be sent via email. However we need your permission to do so by reading and agreeing to the following:

I allow the providers of Functional Mind, LLC to use electronic mail (e-mail) to communicate clinical information to me pertaining to health care services that I have received. I acknowledge and understand that e-mail communication may contain my personal and private medical information including, but not limited to, my name, address, date of birth, types and dates of health care services received, medication, insurance coverage information, and/or test results. I understand that, although the providers at Functional Mind, LLC attempt to protect the privacy of the contents of email sent to me and will take reasonable measures to protect my privacy, the e-mail messages sent to me travel over the Internet. As a result, there is a risk that the e-mail will be intercepted and read by unauthorized third parties. Functional Mind, LLC is not responsible for email that I send to them.

This section provides information about the risks of these forms of communication, guidelines for email/text communication, and how we use email/text communication. It also will be used to document your consent for communication with you by email and text message.

- **How we will use email and text messaging:** We use these methods to communicate only about non-sensitive and non-urgent issues. All communications to or from you may be made a part of your medical record. You have the same right of access to such communications as you do to the remainder of your medical record. Your email and text messages may be forwarded to an administrative staff member as necessary for appropriate handling. We will not disclose your emails or text messages to researchers or others unless allowed by state or federal law. Please refer to our Notice of Privacy Practices for information as to permitted uses of your health information and your rights regarding privacy matters.
- **Risk of using email and text messages:** The use of email and text message has a number of risks that you should consider. These risks include, but are not limited to, the following:
 - Emails and texts can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients.
 - Senders can easily misaddress an email or text and send the information to an undesired recipient.
 - Backup copies of emails and texts may exist even after the sender and/or the recipient has deleted his or her copy.
 - Employers and on-line services have a right to inspect emails and texts sent through their company systems.
 - Emails and texts can be intercepted, altered, forwarded or used without authorization or detection.
 - Emails and texts can be used as evidence in court.
 - Email and text messaging may not be secure, and therefore it is possible that a third party may breach the confidentiality of such communications.
- **Conditions for the use of email and text messages:** Functional Mind cannot guarantee but will use reasonable means to maintain security and confidentiality of email/text information sent and received. You must acknowledge and consent to the following conditions:
 - **IN A MEDICAL EMERGENCY, DO NOT USE EMAIL, CALL 911.** Do not email for urgent problems. If you have an urgent problem during regular business hours, please call us at 401-270-4541. Urgent messages or needs should be relayed to us by using regular telephone communication and may include text messages.
 - Emails should not be time-sensitive. While we try to respond to email messages daily, we cannot guarantee that any particular email will be read and responded to within any particular period of time. If you have not heard back from us within three days, call our office to follow up if we have received your email.
 - You should speak with your practitioner to discuss complex and/or sensitive situations rather than send email or text messages regarding such situations.
 - Email and text messages may be filed electronically into your medical record.
 - Clinical staff will not forward your identifiable email/texts to outside parties without your written consent, except as authorized by law.
 - You should use your best judgment when considering the use of email or text messages for communication of sensitive medical information. Clinical staff are not responsible for the content of messages.
 - Functional Mind, LLC is not liable for breaches of confidentiality caused by you or any third party.
 - It is your responsibility to follow up with your practitioner if warranted.
- **Withdrawal of consent:** I understand that I may revoke this consent at any time by so advising Functional Mind, LCC in writing. My revocation of consent will not affect my ability to obtain future

health care nor will it cause the loss of any benefits to which I am otherwise entitled.

- **Client Acknowledgement and Agreement:** I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the use of email and text messaging as a form of communication between Functional Mind, LCC staff and me, and consent to the conditions and instructions outlined, as well as any other instructions that Functional Mind, LCC may impose to communicate with me by email or text message.

By initialing here _____, I authorize the Providers to send me e-mail and I will assume this risk.

PROFESSIONAL RECORDS

We are required to keep appropriate records of the services that we provide. For those of you who see Dr. Stein for psychotherapy which often includes discussions of sensitive and private information, brief records are kept noting that you have been here, what was done in session, and a mention of the topics discussed. You have the right to a copy of your file at any time. You have the right to request that a copy of your file be made available to any other health care provider at your written request. We utilize an electronic medical record system (EMR) as well.

By initialing here _____, I acknowledge the above.

CONFIDENTIALITY

The Health Insurance Portability and Accountability Act (HIPAA), is a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. Our practice is in accordance with HIPAA policies. The law requires that we obtain your signature acknowledging that we have provided you with this information.

Because of the nature of this practice, your mental health record is open to the other provider at Functional Mind. If you prefer to have these notes made confidential, please inform me. If there is something specific that you do not wish to be documented in the record, please inform us during the session. There are some things that we must document in the record for medico-legal reasons, but we may have a discussion about why that is the case if and when this situation arises.

OTHER RIGHTS

If you are unhappy with what is happening in treatment, we hope that you'll talk with us so that we can respond to your concerns. Such criticism will be taken seriously and with care and respect. You may also request that we refer you to another provider and are free to end treatment at any time.

You have the right to considerate, safe, and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment.

You have the right to ask questions about any aspect of the treatment and about our specific training and experience.

Thank you for allowing us the opportunity to treat you. We look forward to meeting and working with you! We are at your service!

Achina P Stein DO, ABIHM, IFMCP

Sally Davidson, ANP, IFMCP

By signing below, I have read acknowledge the above.

IF PT IS A MINOR OR UNABLE TO SIGN

PARENT/LEGAL GUARDIAN Signature

Date