



## Mindful Living Group

1300 N. Holopono Street, Suite 108, Kihei, HI 96753  
P.O. Box 1977, Kihei, HI 96753  
T (808) 206-9371 | F (855) 270-7441

# PATIENT RIGHTS/RESPONSIBILITIES, HIPAA & PRIVACY PRACTICES NOTICE, AND FINANCIAL AGREEMENT

## Patient Bill of Rights

We do not discriminate on the basis of religion, race, ethnicity, gender, marital status, age, sexual orientation, gender identification, national origin, previous incarceration, disability or public assistance status.

Every patient:

- shall be informed prior to, or at the time of, the intake appointment of services available at MLG and of any financial charges that are the patient's responsibility to pay beyond the coverage of health insurance
- can expect complete and current information concerning his or her diagnosis and individual treatment plan in terms he, she, or they can understand.
- shall have the right to know by name, and the competencies of the licensed health professional responsible for coordination or delivery of his/her treatment.
- has the right to a coordinated transfer of care when there will be a change of provider(s).
- may assert the patient's right(s) without retaliation.
- has the right to choose freely among professionals and practitioners in the community and to change providers after services have begun.

## Notice of HIPAA & Privacy Practices

This notice describes how your health information may be used and disclosed and how you can access this information. Please review it carefully. Protecting our patients' privacy has always been important to this practice. A new state and federal law, the Health Insurance Portability and Accountability Act (HIPAA), went into effect on April 14, 2003 and requires us to inform you of our policy.

We are very careful to keep your health information secure and confidential. This law requires us to continue maintaining your privacy, to give you this notice and to follow the terms of this notice. We may use or disclose your health information for payment of your services. For example, we may send a report of your progress to your insurance company. We may use or disclose your health information for our normal healthcare operations. For example, one of our staff will enter your information into our computer. We may share your medical information with our business associates, such as a billing service or with other providers at Mindful Living Group. We have a written contract with each business associate that requires them to protect your privacy. We may use your information to contact you. For example, we may want to call and remind you about your appointments. If you are not home, we may leave this information on your answering machine or with the person who answers the telephone. We may also send a receipt or superbill to your email address provided unless otherwise specified. All medical records requests must be made in writing.

**All staff/providers are considered mandated reporters and in the event of a disclosure of the abuse or suspected abuse of a child or vulnerable adult will be required to report such abuse/neglect to legal authorities according to Federal and State laws.** In an emergency, we may disclose your health information to a family member or another person responsible for your care. We may release some or all of your health information when required by law. We may contact your emergency contact listed in the event of an emergency and/or to locate you if we are concerned about your safety or potential risk of safety. If you are experiencing a mental health crisis outside our business hours, you are responsible for calling the mental health crisis state Department of Health ACCESS line at 1-800-753-6879, 911, or going to the Emergency Room. During business hours, you may contact us for a same day appointment and we will do our best to



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accommodate you. In the event of your need for a higher level of care than we offer, we may discharge you due to our inability to provide a higher level of service.

As we will need to contact you from time to time, we will use whatever address, email, text, or telephone number you prefer. You have the right to transfer copies of your health information to another practice. You have the right to see or receive a copy of any of your health information if it is not possible, access could be detrimental to your mental health. You have the right to request an amendment or change to your health information. Give us your request to make changes in writing. If you wish to include a statement in your file, please give it to us in writing. We may or may not make the changes you request, but will be happy to include your statement in your file. If we agree to an amendment or change, we will not remove or alter earlier documents, but will add new information.

You have the right to receive a copy of this notice. If we change any of the details of this notice, we will notify you of the changes in writing. You may file a complaint with the Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F Washington, D.C. 20201, phone 1-800-368-1019. However, before filing a complaint, or for more information or assistance regarding your health information privacy, please contact us at 808-206-9371. *Please note that this serves as a notice of release of protected health information in the event of filing a complaint with licensure board, state or federal government agencies, ethics boards, law enforcement, better business bureau or any other entity that governs or oversees the laws and ethics of practice.*

All patients have the right to communicate opinions, recommendations and grievances. Patients' concerns which are not addressed directly with assigned providers are to be addressed to the Compliance Officer's attention, in writing. Concerns or complaints may be mailed to the office, or hand delivered. Email communication is not recommended as it is not HIPAA compliant. All complaints made by patients will be addressed by the management team of Mindful Living Group, and patients will receive a phone call follow up within a week. All employees or providers are prohibited from discouraging, intimidating, harassing or seeking retribution against patients who seek to exercise their rights or file a complaint.

### **NOTICE REGARDING PATIENT (CLIENT) PERSONAL RESPONSIBILITY AS A PATIENT**

Therapeutic and clinical treatment focuses on fostering self-responsibility, cultivation of empathy, the ability to consider others, as well as the ability to set and follow appropriate boundaries. Mindful Living Group has a strict Personal Responsibility Policy that includes our no show cancellation policy to ensure patient/client responsibility for their treatment and progress in treatment. It is common to experience avoidance patterns in clinical work when reaching challenging parts of treatment. Our **no show cancellation policy** which may include *charges for the sessions and the right for the provider to discharge from treatment* due to lack of personal responsibility for treatment is imperative to the clinical process. Should a patient have difficulty with following this policy, it is Mindful Living Group's view that the client may need to work with a clinical team or an agency that has higher level of care of services available such as case management, intensive outpatient treatment, or have other supports in place to assist the client's unique needs and situations that may be interrupting consistency in treatment and the ability to keep scheduled appointments.

Mindful Living Group has a strict **SAFETY POLICY** which includes a **NO Tolerance for Harm Policy** for intimidation, harassment, volatility, stalking, threats of injury (mentally, physically, financially, etc.), **Refusal to follow COVID or office Safety standards set by the CDC** including following of MLG COVID screenings and policies, federal and state law mandates, and/or any other form of aggression or disregard for the safety of providers, patients, and/or staff made directly or indirectly. Mindful Living Group will immediately discharge, refuse service, and if necessary report and take legal action to ensure the safety of providers and staff.



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Mindful Living Group has a NO RECORDING (video or audio) of sessions policy for many safety and confidentiality purposes. Mindful Living Group reserves the right to refer out at any time due to higher level of care needs, treatment compliance, clinical fit/rapport, etc.

### **NOTICE REGARDING ACCESS TO PRESCRIPTION AND LABORATORY HISTORY**

This is a notice that serves as a consent and informed practice regarding how your prescription history and lab tests may be used. Some of our providers may access and order prescriptions and lab tests as part of your treatment. Prescriptions and lab results and history may be accessed from other companies in order to provide treatment to you. Your medical information may be shared with laboratory, regulatory agencies, and pharmacies in order to provide prescribing and/or laboratory testing services to you.

### **TELEHEALTH**

We offer HIPAA compliant telehealth software for sessions to occur when there are situations, challenges or barriers to face-to-face sessions. The software company used ensures HIPAA compliance and it is the responsibility of the software company should there be a breach in its technology. As a patient, it is important to ensure the privacy of personal space and security of personal technologies used during sessions. Our providers often engage in these sessions through our office but on occasion may participate in another secure location.

### **TECHNOLOGY & SOCIAL MEDIA POLICY AGREEMENT**

This document outlines OUR policies related to use of Social media. Please read it to understand how we conduct ourselves as professionals and how you can expect us to respond to various interactions that may occur between us on the Internet through technology. Please sign this document to verify that you have read and understand this policy.

If you have any questions about anything within this document, we encourage you to bring them up when meeting with your health and wellness provider. As new technology develops and the Internet changes, there may be times when we need to update this policy. If we do so, we will notify you in writing of any policy changes and make sure you have a copy of the updated policy.

### **FRIENDING**

We will only allow accepted friend requests through professional public pages and social media groups. We do not accept *personal account* friend or contact requests from current or former patients on any personal social networking site (Facebook, Instagram, etc.). We believe that adding patients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. We encourage you NOT to add us on professional pages due to the privacy effects it may have for you. If you have questions about this, please bring them up when we meet and we can talk more about it.

### **FOLLOWING**

We post news and articles on professional accounts such as Facebook, Instagram, TikTok, Youtube, and Twitter. We have no expectation that you, as a patient will want to follow such streams. However, if you choose to follow in that capacity, we may discuss it and its potential impact on our working relationship. Our primary concern is your privacy. You are welcome to use your own discretion in choosing whether to follow through professional networking sources and should you choose to



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do so agree it in no way is a replacement or direct recommendations for services. If there are things from your online life that you wish to share, please bring them into our sessions where we can view and explore them together.

### INTERACTING

Please do not use messaging on Social Networking sites such as Twitter or Facebook to contact us. These sites are not secure and we may not read these messages in a timely fashion. Do not use wall postings, @replies, or other means of engaging with us in public online if we have an already established patient/therapist relationship. Engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart.

If you need to contact us between sessions, the best way to do so is by phone, klara HIPAA secure messaging or your Electronic Medical Records (EMR) messaging system. This form also serves as a consent for text messaging reminders of appointments. We do not recommend and advise against using text messaging to reach me for communication other than to confirm or schedule appointments. See the email section below for more information regarding email interactions.

### USE OF SEARCH ENGINES

It is NOT a regular part of our practice to search for patients on Google or Facebook or other search engines. Extremely rare exceptions may be made during times of crisis. If we have a reason to suspect that you are in danger and you have not been in touch with us via our usual means (coming to appointments, phone or email) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your safety and welfare. These are unusual situations and if we ever resort to such means we will discuss it with you when we next meet.

### BUSINESS REVIEW SITES

You may find our practice on sites such as Yelp, Google, or other places which list our businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find our listing on any of these sites, please know that our listing is NOT a request for a testimonial, rating, or endorsement from you as our patient. Of course, you have a right to express yourself on any site you wish. Due to confidentiality, we cannot respond to any review on any of these sites *with specifics about your care* whether it is positive or negative. We urge you to take your own privacy seriously as we take our commitments of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with us about your feelings about our work, there is a good possibility that we may never see it. If you receive a request to complete a review, please take your confidentiality seriously. While we appreciate any review to support other clients in making their decisions about Mindful Living Group as a selected service provider, we encourage reviews to be written in a way that maintains your confidentiality to the public.

If we are working together, we ask that you will bring your feelings and reactions to our work directly into the session. This can be an important part of treatment, even if you decide that we are not a good fit. None of this is meant to keep you from sharing that you are in treatment with whomever and wherever you like. Confidentiality means that we cannot tell people that you are our patient and ethics code prohibits us from requesting testimonials. But you are more than welcome to tell anyone you wish whom your provider is or how you feel about the treatment provided to you, in any forum of your choosing. Should you wish to leave a public review of your provider we encourage you to do so anonymously to protect your privacy. If Mindful Living Group responds it will be in a generic manner to maintain confidentiality.

### EMAIL



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We prefer our KLARA communications platform first as a form of communication as it is a HIPAA compliant platform and email secondary to arrange or modify appointments. You may also call us directly to schedule/reschedule. Please do not email content related to your sessions, as email is not completely secure or confidential. If you choose to communicate with us by email, be aware that all emails are retained in the logs of your and our Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider. You should also know that any emails we receive from you and any responses that were sent to you become a part of your legal record. Your care will not be communicated through email. This hereby serves as a notice of your limited privacy through email correspondences. If you wish to discuss your care through written form, please use our secure patient portal and Klara system to do so. We may periodically send billing statements via email such as receipts, superbills, and statements unless otherwise notified in writing. According to HIPAA, if you request your records be sent via email and we send your records by this means, please keep in mind the risks outlined above.

### TEXT MESSAGING

Our system provides automated text reminders of your appointments as a courtesy for some cellular carriers. If you wish to not receive this notice, please contact our office and inform us of your request. Some of our providers use text messaging to schedule with their patients. However, many of our providers are unable or unwilling to receive or send text messages as a form of communication, so please do not use text messaging as a way to communicate with your provider unless agreed upon otherwise with your provider directly. We use a HIPAA compliant platform for texting called **Klara** and have a business associate agreement for protecting health information. We may discuss your care in this platform. Please keep in mind that your treatment team and administrative team will have access to this feature so please do not disclose any details that you do not wish to be shared with our admin support team. We will not discuss your care via regular text message as it is not a secure form of communication and often interrupts providers privacy but we may do so via Klara to ensure timeliness of treatment and response. Please keep in mind that text does not replace treatment and sessions will be used to discuss and make decisions about your care. We also may not get your texts if you send one. If you need to arrange, modify or cancel your appointment please either text our office line at 808-378-7678, call our office directly (808) 206-9371 or send an email to [info@mindfullivinggroup.org](mailto:info@mindfullivinggroup.org).

### EMAIL MARKETING

We have many services at Mindful Living Group to support your journey with accessing tools for healing, recovery, Hawaiian Culture, spirituality, and connection. This notice serves as your consent to receive our newsletter about events, providers in the group, programs, and/or announcements through our email marketing campaign. We may also invite you to join our 100 Mindful Days daily inspiration emails. We will not share your email address outside of Mindful Living Group's email marketing account without your consent. If you do not wish to subscribe to our email, please notify us by phone or email [info@mindfullivinggroup.org](mailto:info@mindfullivinggroup.org).

### NOTICE OF BUSINESS AND ADDITIONAL PRIVACY PRACTICES

Scheduling and marketing support services are provided by Mindful Living Group and appointment requests can be made through our general methods of contact. Medical records requests can be made by written request in your Klara account, via email to [info@mindfullivinggroup.org](mailto:info@mindfullivinggroup.org) or sent to: P.O. Box 1977 Kihei, HI, 96753 **and** fully completing and signing our **release of protected health information form**. Please see other specialty notices of privacy practices for their medical records requests. Please allow up to 10 business days for non-urgent medical records requests. Letters from a provider are also considered medical records requests. Medical records requests for other healthcare providers may be expedited to ensure continuity of your care and can be requested via fax by your provider directly at: (855) 270-7441.



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Mindful Living Group is a multi-specialty healthcare group specializing in mental health. MLG is NOT intended to be a primary care medical group or managed health care agency. We are a multi-specialty behavioral health group practice in community with other multi-specialty health, complementary care, and/or wellness providers. This notice serves as your consent for sharing your information with other providers at Mindful Living Group for referral, administrative support which may include billing or payment collection, and scheduling purposes. Some business practicing at Mindful Living Group may be required to retain their own medical records and share in communication systems, reception, and have generated notifications of their practices and methods of communication in their individual businesses privacy practices which they are required to provide to patients.

In the event of a dispute over this notice and agreement or in the context of receiving services at the Mindful Living Group, this serves as an agreement that any claim, dispute, and/or controversy (including but not limited to, any claims of malpractice, discrimination, harassment, or misconduct of any form that either I or the Company (or its agents, directors, officers, managers, employees, and health plans) may have against the other which would otherwise require or allow resort to any court or government forum arising from this contractual relationship, shall be submitted FIRST TO MEDIATION before arbitration under the Federal Arbitration Act or otherwise agreed by the parties, in conformity with the procedures of the state laws in which they are raised. Signature on this document serves as a binding agreement between MLG and patient/client receiving services to abide by such.

### Financial Agreement, Policies and Practices Agreement

There will be a General Excise GET rate of 4.7122% applied to all eligible charges for all services and products. MLG will do its best to add this charge to your copayment but please keep in mind this may be a separate charge from your copay due to reimbursement delays and calculations occurring at separate times from your copay charge. In most cases, this calculation will be added to each of your copayments or coinsurance charges. MLG may calculate these amounts on an annual basis to ensure fiscal accuracy especially when there are reimbursement delays, multiple insurance plans, or multiple services being received. You can find further information on the Hawaii Government website - <https://files.hawaii.gov/tax/legal/taxfacts/tf98-1.pdf>

If you have a Quest plan this will not apply.

### REGISTRATION CONTRACT & POLICIES & PRIVACY PRACTICES ACKNOWLEDGMENT AGREEMENTS

“Good Faith Estimate for Health Care Items and Services” Under the No Surprises Act Under Section 2799B-6 of the Public Health Service Act, health care providers and health care facilities are required to provide a good faith estimate of expected charges for items and services to individuals who are not enrolled in a plan or coverage or a Federal health care program, or not seeking to file a claim with their plan or coverage both orally and in writing, upon request or at the time of scheduling health care items and services. This serves as a good faith estimate and notice you hereby agree to such disclosure of rates should your insurance not cover services rendered or you are not insured.

I hereby agree to pay for all services provided by providers doing business with or at Pacific Island Consulting doing business as Mindful Living Group according to their rate fees found at: <https://mindfullivinggroup.org/resources-mindful-living-group-hawaii#rates> depending on each provider's individual fee schedule and treatment type which is determined based on education, experience, and market rates. For mild mental health conditions therapy is usually 12-16 sessions typically in 40-60 minute treatments weekly or biweekly after assessment therefore rates can be calculated according to the number of sessions your provider estimates after assessment. Psychiatric and family medicine appointments may vary from 15-75 minute sessions depending on treatment need. Moderate and severe mental health conditions may be treated for years and an estimate may be requested in writing from your provider



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as well. Medical treatments vary based on the condition being treated and may be requested directly emailing: [medical@mindfullivinggroup.org](mailto:medical@mindfullivinggroup.org). Please contact the office at (808) 206-9371 or [info@mindfullivinggroup.org](mailto:info@mindfullivinggroup.org) for a current list or rates for your provider and request an emailed confirmation of your individual providers rates and estimate length of treatment.

This is considered a Good Faith Estimate disclaimer showing the costs of items and services that are reasonably expected for your health care needs for an item or service. The estimate is based on information known at the time the estimate was created. The Good Faith Estimate does not include any unknown or unexpected costs that may arise during treatment. You could be charged more if complications or special circumstances occur. If this happens, federal law allows you to dispute (appeal) the bill. If you are billed for more than this Good Faith Estimate, you have the right to dispute the bill. You may contact Mindful Living Group as the health care provider listed to let them know the billed charges are higher than the Good Faith Estimate. You can ask us to update the bill to match the Good Faith Estimate, ask to negotiate the bill, or ask if there is financial assistance available. You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS). If you choose to use the dispute resolution process, you must start the dispute process within 120 calendar days (about 4 months) of the date on the original bill. There is a \$25 fee to use the dispute process. If the agency reviewing your dispute agrees with you, you will have to pay the price on this Good Faith Estimate. If the agency disagrees with you and agrees with the health care provider or facility, you will have to pay the higher amount. To learn more, for questions, and to get a form to start the process, go to [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) or call 1-800-537-7697.

Payment for services may be available through third party-payer (insurance) and if so, copayment rates will be provided at your first appointment according to your insurance plan. Copayments or payments are required prior to receipt of services. Mindful Living Group will process your copayment through a credit card placed on file unless other arrangements have been made typically within 1-2 business day of your appointment with your provider. At times, Mindful Living Group may delay processing copayments if the billing team is awaiting a statement from your insurance company to ensure proper processing of your copayment amount is applied. Mindful Living Group will attempt to reach you through phone and/or writing prior to charging your outstanding balance should your insurance deny claims beyond your copay or deductible. A written statement may be requested at any time and will be sent to you within 3-5 business days. You are responsible for your copayment at time of service. No payment plans will be made for copayments. The full eligible charge of services rendered is due upon denial if your insurance company denies payment for the services received. As a courtesy, Mindful Living Group requests authorization or confirms copayments through many insurance companies insurance verification platforms, however, these verifications are not an assurance of payment from your insurance plan. It is recommended that you check with your insurance company to ensure your preferred provider and the services you are seeking are a covered service within your insurance plan to minimize out of pocket costs. If you are not using insurance, your provider's rates will be given at time of scheduling. At times some providers agree to hardship reduced rates depending on the unique circumstances of each client.

### Financial Agreement

I agree by signature(s) to assume FULL financial responsibility for services received based on the good faith estimate above. My insurance may be billed but is not a guarantee of payment. Any services not recuperated by my insurance I agree to pay for. A superbill may be provided for services. We may choose to bill your insurance directly. Your provider may make arrangements mutually agreed upon for services to exceed what insurance billing allows.

### Financial Agreement and Medicare Information

I understand that Mindful Living Group is an Outpatient Mental Health Group Practice that does not accept Medicare as a form of payment. I am responsible for payment of all services rendered. The clinic will not bill Medicare, and I understand that no claim will be submitted to Medicare.



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Options:

- Option 1. I wish to receive psychiatric, medical, and/or psychotherapy services. I will pay for these services out of pocket, and ***I understand that Medicare will not be billed.*** I accept full financial responsibility for the cost of treatment.  
Initial here:

## 24 hour CANCELLATION/NO SHOW POLICY

I understand the ultimate financial responsibility is assumed by myself as the responsible party, in either pursuing reimbursement from the third party-payer (insurance), or in directly reimbursing Pacific Island Consulting, Mindful Living Group LLC.

I understand that each provider's time is valuable and can be used to provide valuable services to patients, and agree to being charged my FULL APPOINTMENT RATE for no show or less than 24 hours cancellation fee which may be applied to my account. A deposit may be charged up to \$50 prior to my first session to ensure personal responsibility. In general, our **NO SHOW FEES are: \$50 first session, \$75 second session, \$100 thereafter.** I consent to my credit card information being stored for this purpose as well as collection for copays and services. If I am a Quest member or grant/scholarship recipient, I understand the fee will not be charged and understand I may be discharged due to lack of treatment compliance.

**I understand that each provider's time is valuable and can be used to provide valuable services to patients, and agree to being charged my FULL APPOINTMENT RATE for no show or less than 24 hours cancellation fee which may be applied to my account. I consent to my credit card information being stored for this purpose as well as collection for services should other arrangements not be made. If I am a Quest member, I understand the fee will not be charged and understand I may be discharged due to lack of treatment compliance.**

Name on Card: \_\_\_\_\_ Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Billing Zip: \_\_\_\_\_ Security Code: \_\_\_\_\_

This serves as a notice of consent to email and text notification for scheduling, appointment reminders, and receipt of bills, invoices, and receipts. This serves as a notice of consent for email marketing campaign for special events and community offerings at Mindful Living Group and its affiliates. Your email address is not shared with outside organizations. I agree to contact Mindful Living Group if I do NOT consent to any of these forms of communications and update my preferences..

**I acknowledge, understand and agree to the terms outlined throughout this form. I affirm that I have read and agree to the policies and procedures with regard to Privacy Practices (HIPAA Notice), Technology and Social Media Agreement, Multi-Specialty Notice, and Business Practices Agreement, Good Faith Estimate, and Financial Agreement. I agree to be legally bound by the terms of this agreement. I have had an opportunity to discuss any questions I may have about this agreement with my provider. I hereby consent to all of the content outlined throughout this agreement as a legally binding contract.**

Patient Name:  Date:

Signature: