

Psychedelic Psychotherapy with Ketamine with Mindful Kid Child Psychiatry PLLC

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INFORMED CONSENT & RELEASE AGREEMENT

Mindful Kid: Child Psychiatry PLLC, doing business as Hampton Insight Psychiatry, a New York professional limited liability company, and its owners, agents, employees, contractors, and/or related third parties (collectively “Mindful Kid”) is excited to support you through the modality of Ketamine Assisted Psychotherapy (KAP). In order to participate in ketamine therapy, you must read, understand, and sign this Informed Consent and Release Agreement (the “Agreement”).

If you decide to participate in ketamine therapy with Mindful Kid, your signature on this Agreement will confirm that you received all the information below; were able to discuss any questions and concerns you had with your therapist or an attorney, as necessary; are sufficiently informed to consent to ketamine therapy; and agree to accept the risks involved and release Mindful Kid from any claims.

What is Ketamine?

Ketamine is classified as a “dissociative anesthetic” meaning that it can help a person disconnect from their ordinary reality and usual self. It is an off-label treatment for chronic “treatment-resistant mental conditions including depression, anxiety, post-traumatic stress disorder (“PTSD”), chronic pain, and other diagnoses.

Ketamine treatment may provide a reduction in your mind’s typical activities while maintaining a conscious awareness of your thoughts. This tends to lead to a disruption of negative feelings and obsessional preoccupations. It is our view that this relief and the exploration of other states of consciousness are beneficial to helping with anxiety, depression, trauma and other types of mental health issues.

What Does Ketamine Do?

We are still learning about how exactly ketamine works in the brain, but we have a growing body of knowledge about what kind of responses you can expect from ketamine treatment. Your response will vary based on a number of factors, including dosage and modality.

The current understanding of ketamine’s mode of action is as an NMDA antagonist working through the glutamate neurotransmitter system. This is a different pathway than that of other psychiatric drugs such as SSRIs, SNRIs, anti- psychotics, benzodiazepines, etc. A typical antidepressant medication affects one of the three basic neurotransmitters in the brain, such as dopamine, norepinephrine and serotonin. Ketamine however, affects the neurotransmitter glutamate. When Ketamine is administered into the body it blocks the NMDA receptors, located

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on a nerve cell, which disinhibits the release of glutamate. The release of this neurotransmitter activates a process that stimulates cells to generate additional synapses, as well as to regenerate ones that have become less functional. This mechanism can lead to relief of depression, pain, and create new psychological pathways for healing.

Dosage

Your response to ketamine may depend on how much ketamine we administer to you. At the dosage level administered to you by our practitioners, you will most likely experience a mild reduction in physical sensation, anxiety, and depression; and, potentially, transformative, or psychedelic effects. In this context, a “transformative response” refers to a positive change in outlook and character; and “psychedelic effects” refers to a change in your ordinary state of mood, thinking, and perception.

Responses Vary Based on Modalities

Here are the different ways one could administer ketamine as part of treatment:

- Sublingual: A lozenge of ketamine is situated under the patient’s tongue
- Intra-muscular (“IM”): Ketamine is injected into the patient’s muscles
- Intra-veniously (“IV”): Ketamine is injected into the patient’s veins (not offered at our facility)

Recent studies have demonstrated the possibility of an anti-depressant response to low dosages of ketamine. These modes of administration produce minimal psychedelic effects during the session, and their anti-depressant benefits tend to be more sustained with repeated use.

It is our view that the psychedelic or dissociative experiences may well be instrumental in providing a more robust anti-depressant effect. These benefits may include a transformative response. It is important to note that relapses into a depressed state do occur and may require periodic additional sessions. Over time, however, a patient may become unresponsive to further ketamine sessions.

No Guarantee of Specific Response

You may experience important positive changes in personality, mood, and cognition during treatment, in the immediate aftermath, and in the days and weeks that follow. However, the results may vary between patients and there is no guarantee of a specific response to these treatments.

Please note, some experiences during treatment may be temporarily difficult or disturbing to you. The ketamine experience itself is designed to enable your own healing wisdom to be accessed and to become beneficial to you. The support you will receive from a ketamine therapy practitioner will aid you in making your experience(s) valuable and understandable to you.

What is Ketamine Treatment Like at Mindful Kid Child Psychiatry?

At Mindful Kid Child Psychiatry PLLC (“Mindful Kid”), we offer experienced and supportive ketamine treatment. We will endeavor to assist you in changing patterns of mind and behavior that

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are of concern and cause you difficulty.

Modalities We Use

Mindful Kid typically employs both sublingual and intra-muscular (IM) modalities depending on the circumstances. We generally begin treatment with you by assessing your responsiveness to the sublingual session. This enables us to decide about the effectiveness of the lozenge and to adjust the dose. The therapeutic goal of the sublingual ketamine session is to generate a robust anti-depressant or other effect to help with PTSD, anxiety, addiction, or depression. This benefit often occurs over time with repetition of administration of the lozenges in concert with intramuscular sessions.

Following a successful sublingual session, if determined appropriate in our sole discretion and with your consent, we may begin IM sessions. The goal of the ketamine administration sessions is to create a non-ordinary or altered state of consciousness, which may facilitate an experience that has been described at times as ‘transcendent’, ‘mystical’, ‘spiritual’ or a ‘peak’ experience. This kind of experience may help you shift your relationship to your suffering by accelerating your growth and leading to a deep personal transformation and optimization of your lifestyle.

Number of Sessions

The number of ketamine administration sessions we will recommend varies based on personal needs and treatment responses.

We may ask that new patients undergoing IM treatment make a commitment for three IM ketamine administration sessions as a minimum exposure to this method. This allows for familiarization with this potent experience and the amplification of its benefits. However, you are able to withdraw from this commitment at any time without cost, judgement, or penalty of any kind. It is recommended to have six sessions over the course of three weeks.

Dosage

The dose will depend on your body weight, sensitivity, and prior exposure to ketamine and other psychedelics.

Length of Session

The ketamine effects vary in duration but are usually between one and three hours.

Guidance

Ketamine treatment is best facilitated within a structured supportive environment in connection with medical personnel who have an understanding of your struggles, issues, hopes, and desires.

Your treatment at Mindful Kid will be guided from start to finish, meaning that it will include preparation and integration processes that occur before and after your sessions. You will also have a guide, meaning a mental health professional, during your session to help facilitate the experience and make it as healing as possible.

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Monitoring:

A provider will monitor your physical condition before, during and after your ketamine treatment. This may include blood pressure and psychological measures before each session, and during each session. You will also have the option to follow up and be supported by the provider by calling +1 (631) 240-3006.

Your Experience

Your experience will be unique to you, and each session will be different. There is no way to predict the effect of ketamine or to guarantee a response. However, we will do our best to give a prognostic view as we learn with you how ketamine affects you.

Ketamine journeys vary in intensity. While it is best to form an intention for your journey, you may or may not be able to hold onto that throughout your session. Our recommendation is that you relax into your experience, breathe deeply, and softly surrender to the flow of your journey.

A ketamine session can be light, dark, or both. There will be concepts, visions, encounters, and you may grapple with your own mortality. Some journeys are enjoyable and filled with awe and some are difficult, but everyone grows from their experience.

What Will My Ketamine Preparation Sessions be Like?

Preparation for a ketamine administration session requires assessment by your provider of your readiness and a sense of connection between you and your provider. We are engaging in a therapeutic endeavor to benefit you. Together, we are creating a state of mind in a safe and comfortable setting.

What Will My Ketamine Administration Sessions be Like? You may ask the provider(s) any questions you may have concerning the procedure of effects of ketamine at any time. Your consent to receive ketamine may be withdrawn by you and you may discontinue your participation at any time up until the actual injection or lozenge has been given.

Before your ketamine administration session, you must make the following agreements with our staff to ensure your safety and well-being (the “Ketamine Administration Agreements”), which you are agreeing to by signing this Agreement:

1. You agree to follow any direct instructions given to you by the support staff until it is determined that the session is over.
2. You agree to remain at the location of the session until the support staff decides you are ready and able to leave.
3. You will be asked to lie still during the ketamine administration because ketamine will temporarily affect your sense of balance and coordination. This effect will wear off generally 2-4 hours after the injection. It is possible you may fall asleep.
4. You will use the bathroom prior to the ketamine administration and will only stand when

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instructed to by the staff under their direct supervision.

5. No driving for at least 4 hours after the ketamine administration session and you must be picked up from the session to return home.
6. No mixing medication or drinking alcohol for 24 hours with the ketamine unless you get consent to do so prior to the treatment. Please make sure any new medications are discussed with the provider after the initial evaluation including over the counter, or herbal medications.

If ketamine is administered sublingually the dosage is usually between 100-300 mg. You will be asked to keep the ketamine in your mouth for 10 minutes and not swallow, as ketamine is absorbed through the mucus membranes in the mouth.

If ketamine is given as an IM injection it will be given in the arm or buttocks at usual doses of 50 mg to 130 mg. The choice of dose will depend on prior exposure to ketamine or similar medicines, body weight, and sensitivity. Naive subjects will receive a lower dose initially. It is always better to start with a lower dose to reduce anxiety and become familiar with the effects. There is always an opportunity to make a choice for a larger dose at a future date. It is harder to correct a difficult experience because of too high an initial dose than to slowly and comfortably move upward over time. Ketamine IM creates an unusual experience of formlessness and a dissolving of boundaries. It has novel effects on the mind. You will be mostly internally focused for the first 45 to 90 minutes following administration of ketamine. After that time, you will continue to remain under ketamine's influence at a lesser level for at least another hour. The duration of each session varies from person-to-person and from experience-to experience.

Physical Touch During Sessions

Sometimes in our sessions we utilize light physical contact to soothe someone when asked to do so. This is not a required component of the sessions, and we are certain that your experience with us can be just as beneficial without these moments of touch.

Before each session, we will remind you of this information and ask you if you would like any kind of physical touch if needed.

That said, there will be times during the session when physical touch is necessary, such as getting up from your chair to use the facilities if you are unable to do so by yourself. It is very important during these instances that we assist you physically and you consent to this assistance by signing this Agreement.

While unlikely, there may also be unexpected moments of distress, in which we will need to sensitively intervene, or moments—like mentioned above--when you request physical comfort, despite having previously opted out. We will use our best judgement in these instances regarding how to respond.

By signing this form, you are indicating that you understand that you will have a choice regarding the provision of therapeutic physical contact during your sessions, and that you understand and

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agree that there will be instances in which physical contact is necessary for your own safety or comfort.

What Will My Ketamine Integration Sessions be Like?

After the sessions you will schedule an integration session so you can learn from and integrate the experience gained during the ketamine sessions. This may lead to further administration sessions, if you wish so, if that is in accordance with your provider’s view of your treatment.

Integration entails reflecting on the patient’s understanding of the event with the goal of merging its outcomes with their daily life; attending to ongoing meaning-making, harm-reduction and benefit maintenance; and assisting with challenging or intrusive thoughts and feelings that may arise in these initial stages. Helping the patient navigate their relationships is critical here, because although it may seem like the experience is exclusive to them (i.e. it is their ‘thing’ only), family systems/interpersonal therapy highlights the myriad dynamics within and between all aspects of the patient’s life and relationships.

Meditation is one activity that is highly encouraged, with anecdotal evidence indicating that people maintain the benefit of ketamine for depression therapy for longer when meditation is introduced (likely due to the neuroplastic window). Meditation often really ‘clicks’ for and can be maintained by patients in the immediate post-treatment period, such that many will ultimately attribute their healing to meditation and ketamine *in combination*. Journaling is also very useful and for this purpose you will be given a journal and your therapist will take notes in the journal during the session to refer back to later.

Am I Eligible for Ketamine Treatment?

Before participating in ketamine treatment you will be carefully screened by a physician or a nurse to determine whether you are eligible. This screening will include a discussion of your medical history, a physical exam if deemed necessary, a review of your medical and psychiatric records.

Ketamine therapy may be harmful to people with untreated hypertension because it can cause a rise in blood pressure. Similarly, a personal history of stroke or heart disease may make you ineligible to participate.

Information on ketamine’s interaction with other medicines is only partially available and it will be assessed as to your eligibility for treatment.

Ketamine will not be administered to you if you have untreated hyperthyroidism.

There have also been reports of some decrease in immune function in patients receiving surgical doses of ketamine, so there is a very minimal risk for infections.

Due to the lack of research of ketamine during pregnancy, receiving treatment while pregnant is *not* an option. Ketamine can result in birth defects, fetal death, and/or teratogenicity.

By signing this Agreement, you agree that:

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- You have not had a cerebral aneurysm
- You have not had a heart attack or stroke in the past 6 months
- You are not taking a MAOI (Monoamine Oxidase Inhibitor) such as: Isocarboxazid, Phenelzine, Selegiline, or Tranylcypromine

In addition, you affirm that you have provided a detailed and complete list of all medications and herbal supplements you are taking, as some drugs may interact negatively with ketamine. Examples include:

- Antibiotics (ex. Azithromycin, Clarithromycin)
- Antifungal agents (ex. Ketoconazole)
- Opioids (ex. Hydrocodone, Percocet)
- Benzodiazepines (ex. diazepam, alprazolam)
- Lamotrigine
- Monoamine Oxidase Inhibitors

What Are the Potential Risks of Ketamine Treatment?

Below is a description of potential physical and psychological risks, including issues with abuse and dependency, although there may be unknown risks to your health in the participation of ketamine therapy (collectively, the “Risks”).

Potential Physical Risks

Possibilities for adverse effects include blurred vision, uncomfortable vision, double vision, rapid eye movements, and/ or an elevation of intra-ocular pressure, which is the feeling of pressure in the eyes. As such, you are advised to keep your eyes closed until the main effects of ketamine have worn off.

Other side effects may include slurred speech, mental confusion, excitability, anxiety, diminished ability to hear or feel objects accurately including one’s own body, nausea, vomiting, aspiration, and anorexia. Visual, tactile, and auditory processing are affected by the medication. Music that may be familiar may not seem so. Synesthesia, a mingling of the senses, may occur. Ordinary sense of time may morph into time dilation.

You may become unduly nauseated, in which case you may be offered an anti-nausea medication, ondansetron, in pill or oral dissolving tablet forms during your session.

Ketamine generally causes a significant increase in blood pressure but usually not pulse rate. If your blood pressure monitoring reveals that your blood pressure is too high, you may be asked to delay your session.

Agitation may occur during a session. If your agitation is severe, you may be offered lorazepam or midazolam orally or by injection to help you relax.

Potential Psychological Risks

In terms of psychological risk, ketamine has been shown to worsen certain psychotic symptoms in people who suffer from schizophrenia or other serious mental disorders. It may also worsen

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underlying problems in people with severe personality disorders. We recommend those patients with these disorders or any history of psychosis to refrain from ketamine therapy.

Ketamine can bring up traumatic memories, may cause you to re-experience past traumas or force you to look at parts of yourself that may be uncomfortable. This is part of the process and although it can be scary, the integration sessions will help to put it into the appropriate perspective. During the experience itself, some people have reported frightening and unusual experiences. These frightening experiences, however, may be of paramount value to your transition to recovery from the suffering that brought you to ketamine therapy in the first place.

Potential for Ketamine Abuse and Physical Dependence

Ketamine is a controlled substance and is subject to Schedule III rules under the Controlled Substance Act of 1970, meaning that it has the potential to lead to physical or psychological dependence. Medical evidence regarding the issue of drug abuse and dependence suggests that ketamine’s abuse potential is equivalent to that of phencyclidine and other hallucinogenic substances.

Ketamine and other hallucinogenic compounds do not meet criteria for chemical dependence since they do not cause tolerance and withdrawal symptoms. However, “cravings” have been reported by individuals with a history of heavy use. In addition, ketamine can have effects on mood (feelings), cognition (thinking) and perception (imagery) that may make some people want to use it repeatedly. Therefore, ketamine should never be used except under the direct supervision of a licensed practitioner.

Repeated, high dose, chronic use of ketamine has caused urinary tract symptoms and even permanent bladder dysfunction in individuals abusing the drug. This does not generally occur in our treatment which is lower dose and infrequent use in the office setting.

Safety Precautions Before and After Your Session

Because of the risk of nausea and vomiting please refrain from eating and drinking at least 4 hours before a session. Eat lightly even before this 4-hour window. Make sure you are properly hydrated before this 4-hour window begins. Please use the bathroom before every session.

Driving an automobile or engaging in hazardous activities should not be undertaken until all effects have worn off. You will be assessed for safety prior to being allowed to leave the premises. You cannot drive yourself. You must have a driver or arrange another way to be driven home.

Alternative Procedures and Possibilities

Ketamine treatment may produce beneficial effects that are unique to this medicine. However, Major Depression, PTSD and Bipolar Disorders are usually treated with anti-depressant medications, tranquilizers, mood stabilizers and psychotherapy. Electroconvulsive Therapy (ECT), and the recently introduced Transcranial Magnetic Stimulation (TMS) are also in use for treatment resistant depression.

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Off Label Use

Please be aware that the Food and Drug Administration (FDA) has not yet established the appropriateness of ketamine therapy. Its use as a therapeutic treatment is considered off-label, which means that the drug has been approved by the FDA but not for the use of this therapy.

Although medical studies have shown benefit in depression and in other areas, the only official indication for use of ketamine is anesthesia. Your awareness of this situation is key to understanding any liability associated with your use of ketamine. Your signing of this document indicates you understand this.

Ketamine is a new treatment modality, the primary studies have been with depression, bipolar disorders, alcoholism, and heroin addiction. It is not yet a mainstream treatment, although there are now many studies that demonstrate that it may be an effective treatment. There is an expanding array of ketamine clinics across the country and worldwide primarily administering ketamine without a counseling component. That therapeutic effect generally occurs with more than one treatment and is more robust when part of an overall treatment program. It may not permanently relieve depression. If your depressive symptoms respond to ketamine therapy, you may still elect to be treated with medications and ongoing psychotherapy to try to reduce the possibility of relapse. Over time, you may also need additional ketamine treatments or other therapies to maintain your remission.

Voluntary Nature of Participation

I understand that ketamine assisted psychotherapy is an additional approach to therapy but that it does not replace traditional therapy. We strongly encourage you to have a primary therapist. This can either be with a mental health clinician at Mindful Kid or an external mental health professional, with whom we can collaborate.

Your decision to undertake ketamine therapy is completely voluntary. Before you make your decision about participating in ketamine therapy, you may ask and will be encouraged to ask any questions you might have about the process.

DECIDING NOT TO PARTICIPATE IN KETAMINE THERAPY IS ALWAYS YOUR OPTION.

Even after agreeing to undertake ketamine therapy, you may decide not to participate in ketamine treatment at any time up until the actual injection or lozenge has been given.

Late Cancellations & Missed Sessions

We ask you to please make every effort to not reschedule or cancel your session. If you are unable to attend your appointment, please give us a 48 hours notice for any 45 minute to 90 minute meeting and 1-weeks-notice for the Ketamine Assisted Psychotherapy Medicine Sessions. If this is not possible, due to the intensive nature of this therapy, you will be required to pay for half of the

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amount of the appointment. If you cancel within these time frames we will refund you 50% of the price and if you cancel before this time, you will receive a full refund. Any failure to comply with the treatment prerequisites will also result in having to pay half of the session's cost.

HIPAA Notices

You have received the HIPAA Notices as attached to this Agreement regarding patient confidentiality practices.

Informed Consent & Release

This consent form contains significant information about the use of sub-anesthetic doses of ketamine for mental health purposes in order to inform you sufficiently to give informed consent to ketamine treatment with Mindful Kid.

Once signed, this indicates that you have understood the benefits and risks of this treatment. You must sign this form in order to participate in this treatment. You will be given a signed copy of this form to keep for your records.

By signing this form, you agree that:

A. Ability to Participate

1. You hereby certify that you are physically able to participate in ketamine therapy, as described in this Agreement, and you have no medical or physical conditions that would endanger you or others in your participation in ketamine therapy.
2. You understand and acknowledge that it is for your own safety that you truthfully disclosed all information requested of you during the medical screening and that you should identify any recent additions and/or use of medications to Mindful Kid.

B. Conditions of Participation

3. I agree to the Ketamine Administration Agreements and will abide by such provisions in connection with the administration of ketamine sessions; including that you won't drink or eat or engage in any driving or hazardous activity for the provided durations before and after ketamine administration, that you will not take any substances that have not been disclosed to Mindful Kid, and you will arrange transportation for subsequent to the ketamine administration.
4. You understand that there may be circumstances where you require medical attention while participating in the ketamine treatment, and you authorize any emergency first aid, medication, medical treatment, or surgery deemed necessary by medical personnel. Additionally, you acknowledge that any medical treatment for you is and will be your sole responsibility and at your cost, if the need arises; however, you acknowledge and agree that Mindful Kid and individuals present at your ketamine administration

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treatment – even if a healthcare professional – shall have no duty, obligation, nor liability arising out of the provision of, or omission of, medical treatment.

C. Informed Consent of Participation

5. You fully understand that the ketamine therapy can result in profound change in mental state but that this is not guaranteed. You also fully understand that ketamine may result in unusual or difficult psychological, physiological, and physical effects.
6. You give your consent to the use of lorazepam or midazolam for agitation, ondansetron for nausea, and clonidine for high blood pressure.
7. You understand that ketamine therapy is voluntary, and you may withdraw at any time up until the actual injection or lozenge has been given.
8. You understand that ketamine therapy, as with any therapy, is not a guaranteed cure for any symptoms or conditions, such as depression, bipolar disorder, or PTSD. You also understand that ketamine therapy can result in a profound change in mental state and may result in unusual psychological and physiological effects.
9. You understand and acknowledge that no guarantees or assurances have been made or given to you about the results that may be obtained through the ketamine therapy nor that ketamine therapy is a replacement for mental health therapy. You understand that the experience during a ketamine therapy is personal and that what may occur for one person may not necessarily lead to the same experience for others.

D. Assumption of Risks

10. You have been informed of, understand, and agree to assume the Risks and freely give your consent to participate in ketamine assisted therapy as outlined in this Agreement and under the conditions indicated in it.
11. You have had the opportunity to raise questions and have received satisfactory answers concerning ketamine therapy in all regards.
12. You understand that injury may result from actions, negligence, and failure to act by yourself and/or other individuals or entities (including but not limited to other individuals participating in or leading the ketamine therapy) and from the condition of the premises and any property, facilities, or equipment used. You also understand that the risks involved may not be known to you or Mindful Kid and may not be foreseen nor reasonably foreseeable.

E. Release of Claims & Indemnification

13. You are an adult over the age of 18 and legally competent and freely intend to sign this Agreement.

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14. You have fully read this informed consent and understand the terms and conditions of this Agreement and that you have discussed any questions.
15. You agree to release, waive, and discharge Mindful Kid of any and all rights and claims to seek or receive compensation in the case that any of the risks occur during your participation in ketamine therapy for any losses, damages, or injuries, whether arising out of ordinary negligence or otherwise, and you agree to reasonably compensate for any damages caused by you to others and/or the premises. You further agree to defend and indemnify Mindful Kid, and all individuals participating in the ketamine therapy, from any claims, suits, and/or demands.
16. You agree to hold Mindful Kid free and harmless from any claims, demand or suits for damages from any injury or complications whatsoever, except for gross negligence or willful misconduct that may result from such treatment.
17. You understand and agree that this Agreement is binding upon you, as well as on any spouse, children, parents, agents, assignees, heirs, executors, administrators, beneficiaries, trustees, or legal representatives.
18. You agree that each and every provision of this Agreement is independent of any other provision and may be enforced even if other provisions are not enforceable.

You should not sign this Agreement until you had all your questions answered about and are voluntarily starting the KAP treatment.

In summary, this Agreement provides that you are voluntarily participating, that you acknowledge the risks of participation, and that you agree to abide by the rules that are established to increase your safety during the ketamine therapy and at the premises. In addition, you hereby agree to assume all risks, and you release, waive, and/or discharge any and all rights to and claims for reimbursement and compensation from Mindful Kid participating in ketamine therapy for any losses, damages, or injuries, during the treatments.

You will receive a copy of this Agreement after you have signed it.

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*Mindful Kid Psychedelic Psychotherapy with Ketamine
Informed Consent and Release Agreement*

Patient Informed Consent:

I voluntarily sign my name and thereby give evidence of my acceptance of the provisions of this Agreement.

SIGNATURE

PRINTED NAME

DATE

Please fill in your EMERGENCY CONTACT INFORMATION:

Name:

Street Address:

Zip:

State:

Country:

Email:

Phone:

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**Notices Relating to the
Health Insurance Portability and Accountability Act (HIPPA):
Patient Confidentiality Practices**

All your therapy records will be kept confidential and will be maintained with the same precautions as ordinary medical records. To allow us to provide access to your records to third parties, you will have to provide a signed release form.

The results of this ketamine therapy may be published in clinical literature, but will not include your name or any other information that would identify you.

If you choose to participate in ketamine group therapy, you are agreeing to work within the confines of the group and understand and agree that all participants are obligated to agree to strict confidentiality and anonymity.

However, your provider is not responsible for the other members of the group. If you are not comfortable with the group arrangement, private sessions can be booked instead.

Medical Records:

Mindful Kid is required to maintain medical records of all treatment contacts. You are entitled to receive a copy of these by law, if you would like to obtain a copy please contact me; there may be an additional fee to generate the copy of the record. We may ask to first review the record with you prior to releasing them in order to discuss its contents. In some cases we may send a copy of my evaluations to parents. These evaluations help parents and family's process the often-lengthy information given at the feedback session. Sometimes all the history in the records is not recorded accurately so if there are concerns with the evaluation please notify us.

Confidentiality:

Communications between patient and mental health professional are protected by federal (HIPAA) and state law. Information can only be released to others with your written permission. Mindful Kid is bound by law to protect people from harm; in circumstances in which Mindful Kid is concerned that a minor is being abused or neglected Mindful Kid is required to notify the appropriate state agency. Please note that upon your request certain information may be shared with insurance companies for reasons of reimbursement such as diagnosis and treatment plan information.

If Mindful Kid has a reason to believe a patient is in danger of causing serious harm to themselves or others, Mindful Kid is legally bound to take protective actions. These actions may include notifying a potential victim, the appropriate state agency, or seeking emergency hospitalization.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information.

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Mindful Kid is permitted by federal privacy laws to make uses and disclosures of your health information for purposes of treatment, payment, and health care operations. Protected health information is the information we create and obtain in providing our services to you. Such information may include documenting your symptoms, examination, and test results, diagnoses, treatment, and applying for future care or treatment. It also includes billing documents for those services.

Example of Use of Your Health Information for Payment Purposes:

At your request Mindful Kid will provide bills with information about diagnosis for payment to your health insurance company. The health insurance company (or other business associate helping us obtain payment) requests information from us regarding medical care given. We will provide information to them about you and the care given.

Your Health Information Rights

The health and billing records we maintain are the physical property of the office. The information in it, however, belongs to you. You have a right to:

- Request a restriction on certain uses and disclosures of your health information by delivering the request to our office. -- we are not required to grant the request, but we will comply with any request granted;
- Obtain a paper copy of the current Notice of Privacy Practices for Protected Health Information ("Notice") by making a request at our office;
- Request that you be allowed to inspect and copy your health record and billing record – you may exercise this right by delivering the request to our office.
- Appeal a denial of access to your protected health information, except in certain circumstances;
- Request that your health care record be amended to correct incomplete or incorrect information by delivering a request to our office.

We may deny your request if you ask us to amend information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- Is not part of the health information kept by or for the office/hospital; Is not part of the information that you would be permitted to inspect and copy; or,
- Is accurate and complete.

If your request is denied, you will be informed of the reason for the denial and will have an opportunity to:

- Submit a statement of disagreement to be maintained with your records;
- Request that communication of your health information be made by alternative means or at an alternative location by delivering the request in writing to our office/hospital;

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- Obtain an accounting of disclosures of your health information as required to be maintained by law by delivering a request to our office/hospital. An accounting will not include uses and disclosures of information for treatment, payment, or operations; disclosures or uses made to you or made at your request; uses or disclosures made pursuant to an authorization signed by you; uses or disclosures made in a facility directory or to family members or friends relevant to that person's involvement in your care or in payment for such care; or, uses or disclosures to notify family or others responsible for your care of your location, condition, or your death.
- Revoke authorizations that you made previously to use or disclose information by delivering a written revocation to our office/hospital, except to the extent information or action has already been taken.

If you want to exercise any of the above rights, please contact Lea DeFrancisci Lis M.D. in person or in writing, during regular, business hours. She will inform you of the steps that need to be taken to exercise your rights.

The office is required to:

- Maintain the privacy of your health information as required by law;
- Provide you with a notice as to our duties and privacy practices as to the information we collect and maintain about you;
- Abide by the terms of this Notice;
- Notify you if we cannot accommodate a requested restriction or request; and,
- Accommodate your reasonable requests regarding methods to communicate health information with you.

We reserve the right to amend, change, or eliminate provisions in our privacy practices and access practices and to enact new provisions regarding the protected health information we maintain. If our information practices change, we will amend our Notice. You are entitled to receive a revised copy of the Notice by calling and requesting a copy of our "Notice" or by visiting our office and picking up a copy.

To Request Information or File a Complaint

If you have questions, would like additional information, or want to report a problem regarding the handling of your information, you may contact Lea DeFrancisci Lis M.D. 631-204- 6984. Additionally, if you believe your privacy rights have been violated, you may file a written complaint at our office by delivering the written complaint to Lea DeFrancisci Lis M.D. You may also file a complaint by mailing it or e-mailing it to the Secretary of Health and Human Services, whose street address and e-mail address is: Office for Civil Rights - U.S. Department of Health and Human Services - 200 Independence Avenue S.W. - Room 509F, HHH Building - Washington, D.C. 20201.

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We cannot, and will not, require you to waive the right to file a complaint with the Secretary of Health and Human Services (HHS) as a condition of receiving treatment from the office/hospital. We cannot, and will not, retaliate against you for filing a complaint with the Secretary of Health and Human Services.

Communication with Family. Using our best judgment, we may disclose to a family member, other relative, close personal friend, or any other person you identify, health information relevant to that person's involvement in your care or in payment for such care if you do not object or in an emergency.

Notification. Unless you object, we may use or disclose your protected health information to notify, or assist in notifying, a family member, personal representative, or other person responsible for your care, about your location, and about your general condition, or your death. If you object, you must communicate your objection in writing to Mindful Kid.

Disaster Relief. We may use and disclose your protected health information to assist in disaster relief efforts.

Food and Drug Administration (FDA). We may disclose to the FDA your protected health information relating to adverse events with respect to food, supplements, products and product defects, or post- marketing surveillance information to enable product recalls, repairs, or replacements.

Workers Compensation. If you are seeking compensation through Workers Compensation, we may disclose your protected health information to the extent necessary to comply with laws relating to Workers Compensation.

Public Health. As authorized by law, we may disclose your protected health information to public health or legal authorities charged with preventing or controlling disease, injury, or disability; to report reactions to medications or problems with products; to notify people of recalls; to notify a person who may have been exposed to a disease or who is at risk for contracting or spreading a disease or condition.

Abuse & Neglect. We may disclose your protected health information to public authorities as allowed and/or compelled by law to report abuse or neglect.

Law Enforcement. We may disclose your protected health information for law enforcement purposes as required by law, such as when required by a court order, or in cases involving felony prosecution, or to the extent an individual is in the custody of law enforcement.

Health Oversight. Federal law allows us to release your protected health information to appropriate health oversight agencies or for health oversight activities.

Judicial/Administrative Proceedings. We may disclose your protected health information in the

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course of any judicial or administrative proceeding as allowed or required by law, with your authorization, or as directed by a proper court order.

Other Uses. Other uses and disclosures, besides those identified in this Notice, will be made only as otherwise required by law or with your written authorization and you may revoke the authorization as previously provided in this Notice under "Your Health Information Rights."