

# Ketamine-Assisted Psychotherapy Patient Information & Consent Package

(June 2021 – USA)

Thank you for choosing Field Trip.

Field Trip offers ketamine-assisted psychotherapy or "KAP" through professional corporations or professional limited liability companies located in various states (**Field Trip**). Please refer to Schedule A for the name of the entity which operates the Field Trip Health Centre that you are attending.

#### What is KAP?

KAP is an enhancement to traditional psychotherapy.

Ketamine is an anesthetic. However, in KAP, ketamine is administered at a subanesthetic dose (i.e., a low dose) by intramuscular injection. Ketamine administration has been shown to have antidepressant effects and tends to produce dissociative or psychedelic experiences, which may be leveraged through therapy to stimulate the process of growth and change. A session where ketamine is administered will be called a "ketamine session" and psychotherapy sessions where your experiences are considered and consolidated are called "integration therapy sessions".

A course of treatment generally comprises one or more ketamine sessions followed by an integration therapy session. A recommended course of treatment generally consists of between 4 to 6 dosing sessions total over a period of several weeks. Please be advised that this product is not commercially available, and we receive it from a pharmacy or distributor.

Your ketamine experience may include relief from ordinary concerns and thoughts, while maintaining conscious awareness. This experience is intended to reduce negative feelings and preoccupations. Some patients may request a single KAP session, however, we recommend committing to an individualized course of treatment as discussed during your assessment.

Following a ketamine session, integration therapy sessions are recommended to allow you to discuss your experiences, with the goal of integrating insights, and identifying and reinforcing changes to ongoing negative patterns of thought and behaviour. You may experience profound shifts in your overall perspective on life, relationships and work, and we recommend you do not make any major decisions without taking sufficient time and discussing them with your trusted advisors and/or our therapists and medical practitioners.

# How are Patients Admitted to the Field Trip KAP Program?

Many patients are often referred to us by their primary care provider or psychiatrist (**Primary Care Practitioner**), while other patients find Field Trip on their own or through support groups and other referrals. Generally, the first step is to meet with one of Field Trip's medical practitioners to assess whether you are an appropriate candidate for KAP. You will

also meet with a Field Trip therapist to ensure all of your questions have been answered and to prepare for your KAP experience.

The names of your medical practitioner and therapist will be set out on the appointment reminders and invoices for your ketamine session(s) and/or integration therapy session(s).

# Does Field Trip Offer Different Programs?

Field Trip offers several programs. This consent addresses Field Trip's main treatment offering, KAP. Please refer to:

- Schedule B for the provision of telehealth services.
- Schedule C for the provision of group therapy.
- Schedule D for Field Trip's Notice of Privacy Practices.

# Details of the Field Trip KAP Program Experience

You may ask the medical practitioner or your therapist any questions you have concerning the procedure or effects of ketamine at any time.

It is very important to follow your medical practitioner's advice concerning food and medication on the day of your ketamine sessions. Because of the risk of nausea and vomiting, you must refrain from eating or drinking for at least 4 hours preceding the session. For your well-being, you also agree to follow any instructions provided to you by the medical practitioner or your therapist during the session and to remain at the location of the session until released by Field Trip Health staff.

Each ketamine session will typically last between 30 minutes and 3 hours. Typically, the dissociative effects of ketamine last approximately 45 minutes, but can last up to two hours. The reduced sense of balance, dizziness, and possible nausea gradually subside over three to six hours. The duration varies depending on many factors, including ketamine dosage, individual response to the medicine, recovery time and other patient factors discussed during your intake session.

Ketamine is administered as an intramuscular (IM) injection into the shoulder or buttocks. Your dosage may be adjusted during or between sessions by the attending medical practitioner. Dosage varies by individual, but will typically be maintained in the subanesthetic range of 50-150mg of ketamine.

You will be lying comfortably throughout your ketamine session and will be provided an eye-mask and headphones with a selection of music so you are able to internalize during your experience. A medical practitioner will be on the premises at all times and we will monitor your blood pressure, oxygen saturation and heart rate during your ketamine session.

You will be asked (below) to consent to the treatment process described in this document. Your consent to receive ketamine may be withdrawn at any time prior to administration of the injection. Once ketamine has been administered, there is no effective way to stop the process other than to metabolize the ketamine over the course of the session.

We recommend you have a family member or friend to accompany you for the remainder of the day to ensure your safety after leaving our clinic. You must have a driver transport you from the clinic to your home. You must refrain from driving or operating heavy machinery for 24 hours following release from the clinic.

Following a ketamine session, we will follow up with you concerning integration therapy sessions and/or future ketamine sessions, per your course of treatment.

# Who is the ideal KAP Candidate?

All candidates will need to be psychologically and medically cleared prior to taking KAP sessions. Generally, candidates:

• are over the age of 18;

- have a psychiatric diagnosis, including but not limited to a diagnosis of Major Depressive Disorder, Bipolar Disorder, Post-Traumatic Stress; Disorder, or Obsessive Compulsive Disorder;
- Patients must undergo Preprocedural Evaluation as suggested in A Consensus Statement on the Use of Ketamine in the Treatment of Mood Disorders (2017); and
- are interested in and consent to KAP.

Your individual diagnosis, treatment goals and KAP plan options will be discussed with you during the assessment as well as periodically during treatment. The likelihood of success of this treatment will also be discussed with you at the intake session. However, there is no guarantee that KAP will result in improvements to your mental health.

# Are there any conditions that would disqualify someone from KAP?

Yes, ketamine is a powerful medication with associated "contraindications" or circumstances and conditions that would disqualify someone from using ketamine. Therefore, your screening session will include a medical history, psychiatric history, and psychological testing designed to screen for these contraindications.

Pregnant women and nursing mothers are not eligible for KAP. If you become pregnant while participating in KAP, please notify your medical providers immediately as the effects of ketamine on the unborn child are undetermined.

Ketamine is known to increase blood pressure. Therefore, poorly controlled hypertension (i.e., high blood pressure), and some other cardiovascular problems may disqualify you from KAP. Poorly controlled hyperthyroidism can also be disqualifying.

Ketamine is potentially addictive. Therefore, past addiction to ketamine or an ongoing substance use disorder or addiction is contraindicated.

Ketamine can cause an altered mental state. Therefore, active Mania/Hypomania or a history of Psychosis or Schizophrenia are contraindicated because ketamine could potentially worsen symptoms. Similarly, if someone has a close family history of psychosis it may be prudent to avoid ketamine because it could trigger an underlying psychotic episode.

Ketamine can cause apnea and respiratory depression. Therefore, severe obstructive sleep apnea or respiratory disease are contraindicated. Severe obesity (>300lbs) can also be a contraindication for this reason.

As ketamine can affect cerebral circulation and short-term memory, it is not recommended for persons with recent traumatic brain injury or dementia.

Information on ketamine's interaction with other medicines is only partially available and it will be assessed as to your eligibility for KAP. Allergy to ketamine is a contraindication and a past negative reaction to ketamine may disqualify a candidate from KAP.

#### What are the risks and side effects of KAP?

All medical procedures carry the risk of unsuccessful results, complications, injury or even death, from both known and unforeseen causes, and no warranty or guarantee is made as to the result or any cure. Ketamine is a powerful medication which has several known risks and side effects, which are noted below and will be discussed with you during your intake session.

# Side Effects During a Ketamine Session

Potential side effects you may experience during a ketamine session (i.e., until the effects of the drug have worn off) include:

- A feeling of dissociation or disconnection from your normal self.
- A sense of impaired balance and coordination.

- A feeling of drowsiness, mental confusion, and/or slurred speech.
- Impacts to visual, auditory, or tactile processing, including diminished ability to see, hear, or feel objects accurately.
- Memory dysfunction/memory loss during treatment.
- Feelings of anxiety, fright, diminished appetite, nausea, and/or vomiting.

# Other Important Psychological Side Effects

Ketamine can worsen (a) psychotic symptoms in people who suffer from schizophrenia or severe personality disorder; or (b) suicidal thoughts or behaviours in people who suffer from depression. For this reason, it is essential to provide complete medical background information during your assessment.

#### Severe Risks of Ketamine

Laryngospasm is a spasm of the vocal cords that temporarily makes it difficult to speak or breathe. It can be caused by increased salivation associated with ketamine. This complication is extremely rare and it can be addressed through positioning or oral suctioning. In rare circumstances, permanent organ damage or brain damage in the event of the complication of an obstructed airway such as collapse of your airway or aspiration of vomit into your airway.

Other severe risks of ketamine seen in anesthetic or surgical doses include reports of decreased immune function, and, in chronic, high-dose abuse of ketamine, urinary tract symptoms and even permanent bladder dysfunction. The Field Trip treatments are not equivalent to the dosage and frequency giving rise to these severe effects; however, a severe effect or reaction remains possible.

#### Potential for Abuse and Dependence

Ketamine is a controlled substance which can have dissociative, anesthetic, and psychedelic effects. These mindaltering effects mean that ketamine can be abused or put a patient at risk of physical harm if used outside a carefully-controlled medical environment. Therefore, ketamine should never be used except under the direct supervision of a licensed medical practitioner. All Field Trip ketamine sessions are held in the Clinic and only the dose of ketamine required for that particular session is prescribed at a given time.

#### Risks Associated with Therapy

Psychotherapy may elicit uncomfortable thoughts and feelings, or may lead to the recollection and processing of troubling memories. Your feedback and frank communication about the therapy process and impact is crucial in reducing any risk for harm, and patients are encouraged to communicate any concerns or discomforts as soon as is feasibly possible. Sometimes you may feel wonderful after a session, sometimes you may feel neutral, sometimes you may feel distressed. As long as the overall arch of treatment feels positive and like you are making progress, neutral or distressing individual sessions can be an expected part of the process.

# What Other Drugs Might Be Used During KAP?

Field Trip maintains other medications at its Field Trip Health Centres to address potential side effects or complications of KAP. The treating healthcare professional may, in certain instances, deem it necessary to administer the following drugs to you (Additional Emergency Medications):

- <u>ondansetron</u>, an antiemetic prescribed for the treatment of nausea and vomiting.
- <u>clonidine</u>, prescribed to reduce high blood pressure.
- propranolol, prescribed to slow an elevated heart rate.
- <u>lorazepam</u>, a benzodiazepine prescribed as a tranquilizer for agitation or anxiety.

• <u>epinephrine</u> (i.e., Epi-Pen) for anaphylactic allergic reaction.

Field Trip staff are also trained in basic life support in the event of an emergency.

The side effects, contraindications and alternatives to these Additional Emergency Medications will be discussed with you prior to your ketamine session. The above links provide further information concerning these drugs.

# What are the alternatives to KAP?

Alternatives to KAP will depend on your particular diagnosis and treatment goals. These will be discussed with you during assessment and periodically during treatment.

Major Depression, PTSD, Bipolar Disorder and OCD are usually treated with antidepressant medications, tranquilizers, mood stabilizers and psychotherapy. Commonly prescribed medications include selective serotonin reuptake inhibitors (SSRIs), serotonin-norepinephrine reuptake inhibitors (SNRIs) and monoamine oxidase inhibitors (MAOIs), each of which have their own side effects and risks to be considered.

Electroconvulsive therapy (ECT) and Transcranial Magnetic Stimulation (TMS) are also in use for treatment-resistantdepression. Many people with the above diagnoses also benefit from seeing a psychiatrist, psychologist or other mental health professional.

# What are the possible consequences of not having KAP?

Patients who choose not to undergo KAP take or continue any of the alternative courses of action listed above to treat their symptoms, or others which may arise from time to time. It is not possible to predict the results of these treatments in any individual patient. However, we recommend patients who decide not to take the Field Trip therapy continue to seek assistance from medical professionals.

# Emergencies

Your medical practitioner and therapist can only be reached during his or her staffing hours. Please note that we may not be immediately available to handle emergency situations. If you need emergency assistance, call '911' or the United States National Suicide Prevention Lifeline at 1-800-273-8255.

# Privacy and Confidentiality

Your privacy and all medical and therapy records will be kept confidential. However, there are some exceptions to this rule (i.e., limits of confidentiality). In some situations, in accordance with professional ethics and applicable laws, your medical practitioner or therapist may disclose information without your permission and in certain limited circumstances disclosure may be required by law. The results of this KAP may be published in clinical literature. Published reports will NEVER include your name or any other information that would identify you.

Field Trip's commitment to maintaining confidentiality remains the same for KAP as stated in our Notice of Privacy Practices attached as Schedule "D" and the <u>Field Trip Privacy Policy</u>.

# **Voluntary Participation**

Please be aware that the Food and Drug Administration (FDA) has not yet established the appropriateness of Ketamine Assisted Psychotherapy and its use in KAP is considered off-label<sup>1</sup>, the only official 'indication' for use of ketamine being

<sup>&</sup>lt;sup>1</sup> Esketamine, a version of ketamine, has been approved for treatment resistant depression by the FDA.

anesthesia. Your awareness of this situation is key to understanding the risks associated with KAP. Your informed consent indicates you understand this situation.

KAP is not a mainstream mental health treatment, though there are now several studies that demonstrate that it may be an effective treatment. That effect generally occurs with more than one treatment and is most robust when part of an overall treatment program. It may not permanently relieve your symptoms. We can provide you with more information about these studies on request.

Therefore, you may still wish to be treated with medications and/or ongoing psychotherapy to try to reduce the possibility of relapse. Over time, you may also need additional ketamine sessions to maintain the effects of KAP. You should consult with your Primary Care Practitioner regarding these matters.

Your decision to undergo ketamine treatment is completely voluntary. Before you make your decision about participation, you may ask and will be encouraged to ask any questions you may have about the process.

There will be no negative action or consequences that will be taken against you should you decide to withdraw from ketamine treatment prior to administration. If you do decide to withdraw from ketamine treatment prior to administration, we will discuss alternative treatment options with you for your consideration and you may be referred back to your Primary Care Practitioner or another referring provider. Once ketamine has been administered, there is no effective way to stop the process other than to metabolize the ketamine over the course of the session.

# INFORMED CONSENT TO TREATMENT Ketamine Assisted Psychotherapy Consent (USA)

I have had the opportunity to ask any questions concerning KAP and my particular circumstances. By signing this form, I further confirm and agree that:

- 1. I been informed and understand:
  - a. the nature and anticipated effect of KAP, its potential benefits, side effects and risks for my particular circumstances.
  - b. alternative treatments available to me.
  - c. the components and costs of the treatment.
  - d. that KAP may not be an insured treatment under private health insurance plans or state or federal public health coverage (e.g., Medicare, Medicaid).
- 2. I fully understand that, in the course of KAP,
  - a. I am to have no food or drink 4 hours prior to any ketamine session.
  - b. I need to have someone drive me home from the ketamine sessions, and not engage in any driving or hazardous activity until at least 24 hours following the session.
  - c. failure to follow these instructions would result in cancellation of appointment and payment of cancellation fee.
- 3. I give my consent to KAP and to the use of the Additional Emergency Medications, if deemed necessary by the treating medical practitioner.
- 4. I understand that I may continue to ask as many questions as I wish during the treatment.
- 5. I understand that I may withdraw from the Treatment at any time up until the administration of ketamine has occurred.
- 6. I also understand that by refusing to sign this consent or revoking this consent, Field Trip may refuse to treat me as permitted by Section 164.506 of the Code of Federal Regulations.
- 7. I understand that all information disclosed in my treatment will be kept confidential in accordance with your privacy policy and that my information may be disclosed in certain circumstances set out in that policy.
- 8. I will be provided a digital copy of this informed consent form, which is mine to keep.

Date:	
-	Please Print
Patient Name:	
	Please Print
Patient Signature:	

# Schedule "A" to Ketamine Assisted Psychotherapy Consent (USA)

# Field Trip Health Centres

Field Trip Health Centres are independently owned by medical professionals in the states where treatment is offered:

State	Operator	State	Operator
California	Field Trip Medical Inc.	New York	Eastside Integrative Medicine Inc.
Georgia	Field Trip Health GA, P.C.	Texas	Field Trip Health TX, PLLC
Illinois	Field Trip Health IL, P.C.	Washington	Field Trip Health WA, P.C.
Massachusetts	Field Trip Health MA, P.C.		

In some cases, the medical practitioner who performs your intake assessment or who administers your ketamine session or provides therapy may be an independent contractor. In these cases, Field Trip has entered into a contractual relationship with the contractor that includes provisions to protect your personal information and personal health information. Additionally, all contractors are required to adhere to Field Trip's Code of Ethics and Privacy Policy, in place from time to time.

Field Trip Health Centres are managed by Field Trip Health USA Inc. Field Trip Health USA Inc. is not licensed to provide medical or therapy services. It provides managerial, administrative and other support services to the companies operating Field Trip Health Centres.

# Fees

Fees for KAP and other treatments are set out in Field Trip's fee schedule.

# **Cancellation Policy**

Your appointment time and office accommodations are reserved exclusively for you. Missed appointments and short notice cancellations (less than 48 hours) impact our clinicians and our other clients. Please advise us as soon as possible by phone or email if you are not able to attend your reserved appointment in order to avoid incurring costs. Should you provide less than 48 hours' notice of cancellation of an appointment, you will be charged for the full session rate. It is important to note that insurance companies do not provide reimbursement for cancelled or missed sessions.

# Schedule "B"

# Information and Consent Related to Telehealth Services

Field Trip is pleased to offer treatment through a digital platform (**Telehealth**) for the following services: initial assessment/screening, integration therapy, group integration therapy, and And Beyond Therapy.

#### What You Will Need to Participate Telehealth Services

In order to access Therapy via Telehealth, you will need the following things: (a) internet-connected computer, tablet, or smartphone, (b) webcam or built-in camera on the device, and (c) a comfortable place where you can talk in private without interruptions.

Field Trip uses the following platforms for Therapy via Telehealth: Zoom, Google Meet, Doxy and Portal (**Platforms**). The Platforms allow for interconnectivity between iOS and Android devices and will not have to purchase a plan to use them. The Platforms meet standards of encryption and privacy protection required by Canadian and United States' laws relating to the protection of personal health information, but we cannot guarantee privacy. We reserve the right to change the platform that we use at any time based on new information.

#### Potential Benefits of Using Telehealth

Telehealth services have potential benefits including easier access to care, continuity of care, increased social connection, and the convenience of meeting from a location of your choosing. Please note that Field Trip can only provide Telehealth services to patients located in the same state or province, as applicable. as the Clinic.

#### Potential Risks of Using Telehealth

Telehealth platforms include the risk of inadvertent breach of confidentiality and cyberattack resulting in disclosure of your personal health information. Furthermore, the therapy relationship dynamic and/or group therapy dynamic may be influenced by meeting through a digital platform resulting in reduced communicative behavior and lower group cohesion compared to in-person therapy sessions. Additionally, as Telehealth is reliant on third party applications and networks, there is a risk of technology failure before or during a Therapy session.

# **Voluntary Participation**

While participation in Therapy via Telehealth is on a voluntary basis. Should you choose to terminate Therapy via Telehealth, we will discuss alternative treatments and modes of accessing therapy. You are encouraged to keep a copy of this form, and refer to it from time to time during your therapy. This consent will continue in effect until you notify us in writing that you have withdrawn your consent.

#### **INFORMED CONSENT**

BY INITIALING BELOW, I CONSENT TO TREATMENT VIA TELEHEALTH. I FURTHER CONSENT TO FIELD TRIP USING THE PLATFORMS AND TO ITS DISCLOSURE OF SUCH PERSONAL INFORMATION AS IS NECESSARY TO DELIVER SERVICES (EXAMPLES INCLUDE USERNAMES, EMAIL ADDRESSES, IP ADDRESSES, SESSION ONLY COOKIES, ETC.). I UNDERSTAND THAT FIELD TRIP CANNOT GUARANTEE THAT MY INFORMATION WILL REMAIN IN MY PROVINCE, STATE OR COUNTRY OF RESIDENCE.

# Schedule "C"

# Information and Consent Related to Group Therapy

Field Trip is pleased to offer you the option of group integration therapy and group And Beyond therapy (Group Therapy).

# **Understanding Group Therapy**

Group Therapy is a process of understanding more about yourself and others in a safe environment. In a group, you will have the opportunity to explore patterns of thinking and behaving that are similar to how you relate to others in your life. You are welcome to share as much or as little about yourself while in the group, however, the more open you are the better experience you will have. You are welcome to ask questions at any time.

# Your Group Facilitator(s) and the Therapeutic Relationship

The relationship between you and your group facilitator(s) is special and unique. You will be sharing information in a group that is sensitive and personal. Your group facilitator(s)' name will be disclosed in the confirmation of your appointment.

# Potential Benefits to Group Therapy

Benefits include gaining comfort in knowing you are not alone and that others have similar concerns or sources of stress, having the opportunity to gain perspectives from multiple people rather than from one individual counselor, consistent meetings on a group schedule, and increased motivation to reach your goals due to an increased sense of accountability one might feel as a group member as well as receiving support from multiple people.

# Confidentiality

You have the expectation of privacy in Group Therapy sessions. However, there are some exceptions to this rule. In some situations, in accordance with professional ethics and applicable laws, your facilitator may disclose information without your permission and in certain limited circumstances disclosure may be required by law. The results of this KAP may be published in clinical literature. Field Trip's commitment to maintaining confidentiality remains the same for Group Therapy as stated in our Notice of Privacy Practices attached as Schedule "D" and the <u>Field Trip Privacy Policy</u>.

# **Group Member's Agreement for Confidentiality**

All members of the group are required to maintain a high level of confidentiality in the group sessions. This means that each participant agrees not to share any other group member's identifying and personal information with others. It is appropriate to share your personal reaction and feelings about group with others, but please do not share other people's stories with anyone outside of the group. See "Your Responsibilities as a Group Participant" for more details.

# The Role of Your Group Facilitator(s)

Field Trip believes that this is your "group". Each group member will have an equal say in what topics will be discussed, and what format feels most beneficial. Your group facilitator's primary responsibility is to create an atmosphere of safety and support in order for you to get the most out of group. Each group member is encouraged to be honest, vulnerable, and respectful about his or her feelings and observations in the group. If you are ever feeling unsafe in Group Therapy, please discuss this with your group facilitator.

#### Your Responsibilities as a Group Participant

- 1. If participating through Telehealth, you must use a secure (non-public) internet connection to participate in Group Therapy and connect from a quiet and private room with no interruptions or distractions from people or other devices.
- 2. Recordings (video, audio, or screen shots) of the Group Therapy meeting by members is strictly prohibited, whether in person or by Telehealth. You may be subject to legal action if you create or share any recordings of Group Therapy meetings.
- 3. Although guarantees cannot be provided by the group facilitator(s), group members must agree to maintain the confidentiality of other group members. This means that you may not disclose names or other identifying information about group members, nor may you discuss the personal issues and experiences of other members. This includes but is not limited to written posts and pictures on social media forums. Discussing your own experience of being in the group with non-members is acceptable.
- 4. It is important that group members arrive on time for the Group Therapy meeting to minimize disruptions. If you are unable to attend your scheduled appointment, please message your group facilitator(s) at least 48 hours in advance.
- 5. If at any point you are experiencing thoughts of suicide or homicide, it is your responsibility to notify the group facilitator(s) and utilize external crisis resources. If you make comments during the Group Therapy meeting suggesting suicidal thoughts, homicidal thoughts, or abuse or neglect of a child or dependent adult, please be aware that a counselor may follow up with you after the meeting has ended to ask additional questions about these disclosures in order to assess the current level of risk. If we cannot reach you and suspect you might be at risk of harm to yourself or others, we reserve the right to communicate with the emergency contacts identified in your medical records or a local crisis response agency.

# Voluntary Participation, Consistent Attendance and Termination

While participation in Group Therapy is on a voluntary basis, it is very important that you consistently attend scheduled group therapy sessions. Although illness, unexpected events, or vacations may occasionally interrupt your therapy, consistent attendance plays a large role in helping you, and your fellow group members achieve your desired goals.

If, for any reason, you wish to quit Group Therapy, for your benefit and the benefit of the group, it is recommended that you share your decision with the group. This may necessitate attending at least one more Group Therapy session.

# INFORMED CONSENT

# BY INITIALING BELOW, I CONSENT TO TREATMENT VIA GROUP THERAPY. I FURTHER AGREE TO KEEP ALL INFORMATION SHARED IN GROUP CONFIDENTIAL AND TO COMPLY WITH THE OBLIGATIONS LISTED UNDER "YOUR RESPONSIBILITIES AS A GROUP PARTICIPANT".

# Schedule "D"

# Notice of Privacy Practices (USA)

This Notice applies to all Field Trip Health Centres, Field Trip Health USA Inc. (Manager) and contractors working in such locations. Please refer to Schedule A.

# Field Trip's Legal Obligations

Field Trip is required by law to maintain the privacy of your protected health information and to provide individuals with notice of our legal duties and privacy practices with regard to protected health information.

We are also required by law to maintain the privacy and security of your protected health information. We will let you know promptly if a breach of your unsecured protected health information occurs that may have compromised the privacy or security of your protected health information.

We will follow the duties and privacy practices set forth in this notice and provide you with a copy of it.

We will not share your protected heath information other than described here unless you tell us that we can do so in writing. If you tell us, you may change your mind at any time by letting us know in writing.

We must follow these privacy practices that are described in this Notice while it is in effect. This Notice takes effect June 2021 and supersedes all prior Notices of its kind and will remain in effect until we replace it.

As permitted by law, we reserve the right to amend or modify our privacy policies and practices. These changes in our policies and practices may be required by changes in federal and state laws and regulations. We will provide you with the most recently revised Notice during regular business hours when you visit the office, or we may fax or email it to you if you have agreed to receive electronic communications of this kind. Any changes to our privacy practices will apply to all information we have about you.

# **Uses and Disclosures of Health Information**

We typically use or share your health information in the following ways:

#### <u>Treatment</u>

Your health information may be used by our workforce members and/or disclosed to other health care professionals for the purpose of evaluating your health, diagnosing medical conditions, and providing treatment. For example, results of laboratory tests and procedures will be available in your medical record to all health professionals who may provide treatment or who may be consulted by workforce members.

For those participating in the **And Beyond Program**, your health information is shared with contract therapists who provide such services and are Business Associates (defined below).

For those participating in the **Cooperative Ketamine Program**, your health information is shared with your therapist.

#### **Bill And Receive Payment for Services**

Your health information may be used to seek or obtain payment from your health plan, from other sources of insurance coverage such as a benefits insurer, or from credit card companies that you may use to pay for services. We may also use your health information to collect payment for services provided to you. For example, your health plan may request and receive information regarding dates of service, the services provided, and the medical condition being treated.

#### Health Care Operations

Your health information may be used as necessary to support the day-to-day activities and management of Field Trip. This would include but is not limited to running our practice, improving your care, and for contacting you when necessary. Please note that information is shared among the Professional Corporation that operate Field Trip Health Centres and the Manager. For example, information on the services you received may be used to support quality assessment and improvement activities, reviewing the competence or qualifications of healthcare professionals, evaluating practitioner and provider performance, conducting training programs, accreditation, certification, licensing, credentialing activities, budgeting and financial reporting, and other activities to evaluate and promote quality.

#### **Business Associates**

There are some services provided in our organization through contracts with business associates. When these services are contracted, we may disclose your health information to our business associates so they can perform the jobs we have asked them to do and bill you or your third-party payer for services rendered. To protect your health information, however, we require the business associate to agree in writing to safeguard your information appropriately. Business associates include contract medical practitioners, contract therapists in the And Beyond Program and therapists in the Cooperative Ketamine Program, among others.

We are also allowed or required to share your information in other ways, usually which promote the public good such as public health and research. We may have to meet certain conditions in the law before we can share your information for these purposes which include:

#### To You, Your Family and Friends

We must disclose your health information to you as described in this Notice. We may also disclose your health information to a family member, friend, or other person to the extent it is necessary to do so to assist with your healthcare needs or with payment for your healthcare, but only if you agree that we may do so. If there are individuals to whom you want to give us permission to share such health information with, please let us know by requesting and filling out the necessary form (available upon request).

#### Appointment Reminders

We may use or disclose your health information to provide you with appointment reminders (such as voice mail messages, text messages, emails, postcards, or letters) unless you direct us not to do so.

#### To Avert a Serious Threat to Health or Safety

We may use or disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or other person. Any disclosure, however, would only be to someone able to help prevent the threat.

#### Comply with the Law

We will share information about you if local, state, or federal laws require it.

#### Military Personnel

If you are a member of the armed forces, active or reserve, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.

# Law Enforcement

Your health information may be disclosed to law enforcement agencies to support government audits and inspections, to facilitate law-enforcement investigations, and to comply with government mandated reporting. For example, we may release medical information if asked to do so by a law enforcement official:

- In response to a court order, subpoena, warrant, summons, or similar process;
- To identify or locate a suspect, fugitive, material witness, or missing person;
- About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- About a death we believe may be the result of criminal conduct;
- About criminal conduct at the facility; and
- In emergency circumstances to report a crime, or the location of the crime.

# Public Health Risks

We may disclose medical information about you for public health activities. These activities generally include the following:

- To prevent or control disease, injury, or disability;
- To report child abuse or neglect;
- To report reactions to medications or problems with products;
- To notify people of recalls of products they may be using and to provide your social security number and/or other required information to medical device companies and similar organizations regulated by the U.S. Food and Drug Administration (for example, biologic supply companies and donor banks) so that such organizations may locate you should there be a need to do so;
- To notify a person who may have been exposed to a disease, or who may be a risk for contracting or spreading a disease or condition; and
- To notify the appropriate government or law enforcement authority if we believe a patient has been the victim of abuse, neglect, or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

# Organ and Tissue Donation Requests

If you are an organ donor, we may release medical information to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

#### Work With a Medical Examiner or Funeral Director

We may release medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information about you as a patient of the facility to funeral directors as necessary to carry out their duties.

#### Workers' Compensation

We can use or share health information about you for workers' compensation claims.

#### Respond to Lawsuits and Legal Actions

We can share health information about you in response to a court order or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by

someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

#### Health Oversight

We may release information to a health oversight agency for oversight activities authorized by law.

#### Marketing Health-Related Services

We may use and disclose medical information to tell you about health-related benefits or services that may be of interest to you.

#### <u>Research</u>

We can use or share your information for health research. In some jurisdictions, regulatory approval is required for such use. Generally, absent your consent, any such research will be anonymized.

#### Other Uses and Disclosures Require Your Prior Written Authorization.

Any other disclosure of your health information or its use for any purposes other than those listed above requires your specific written authorization in most cases. If you change your mind after authorizing a use or disclosure of your information, you may submit a written revocation of the authorization. However, your decision to revoke the authorization will not affect or undo any use or disclosure of information that occurred before you notified us of your decision to revoke your authorization. If you revoke your authorization, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your authorization, and that we are required by state law to retain our records of the care that we provided to you.

Without your authorization, we are expressly prohibited to use or disclose your protected health information for marketing purposes when financial remuneration is involved or for marketing other than face-to-face communication or provision of promotional gifts of nominal value. We may not sell your protected health information without your authorization. We may not use or disclose most psychotherapy notes contained in your protected health information without an authorization. We will not use or disclose any of your protected health information that contains genetic information that will be used for underwriting purposes.

#### Individual Rights

You have certain rights under the federal privacy standards, including *Health Insurance Portability and Accountability Act of 1996*, as modified in some cases by State laws. These include rights to:

# Request an Electronic or Paper Copy of Your Medical Record

You can ask to see or get a copy of an electronic or paper copy of your medical record and other health information we have about you, with limited exceptions. Usually, this includes medical and billing records, but does not include psychotherapy notes. All such requests must be in writing. You may obtain a form to request access by using the contact information listed on this Notice.

You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practicably do so.

Where you request a copy of your medical records for the purpose of supporting a claim or appeal under any provision of the *Social Security Act* or any federal or state financial needs-based benefit program, a copy will be provided to you or your personal representative free of charge.

Where a copy of your medical records is requested for any other purposes, including personal use or for delivery to your primary care physician or other medical practitioner or therapist, we may impose reasonable, cost-based fees. The fee will include only the cost of copying (including supplies and labor) and postage, if the individual requests that the copy be mailed.

If you request a summary or explanation of your protected health information, we may also charge a fee for preparation of the summary or explanation. The fee shall not include costs associated with searching for and retrieving the requested information.

If you request a format other than photocopies, we will charge a cost-based fee for providing your health information in that format. For example, costs may include the cost of a flash drive, if that is how you request a copy of your information be produced.

If you prefer, we will prepare a summary and or explanation of your health information, also for a fee. Contact us by using the information listed on this Notice for a full explanation of our fees in this regard.

#### Ask Us to Correct Your Medical Record

You can ask us to correct health information about you that you think is incorrect or incomplete. This request must be in writing, and it must explain why the information should be amended. We may deny your request under certain circumstances, in which case we will provide a written explanation within 60 days of your request.

#### Request and Receive Confidential Communications

You can ask us to contact you in a specific way (for example, home or office phone) or to send you mail at a different address. We will honor all reasonable requests in this regard.

#### Ask Us to Limit What We Use or Share

You can ask us not to use or share certain health information for treatment, payment, or health care operations. We are not required to honor your request, and we may say "no" if it would affect your care. Also, if you pay for a service or health care item out of your own pocket in full, you can ask us not to share that information for the purpose of payment with your health insurer. We will honor such requests unless a law requires us to share that information.

# Get a List of Those with Whom We Have Shared Information

You can ask for a list (accounting) of the times we have shared your health information for six years prior to the date you ask, who we shared it with, and why. We will include in this list all disclosures except for those about treatment, payment and health care operations, and certain other disclosures (such as any you asked us to make or those made to you).

To request this list, you must submit your request in writing to the address provided in this notice. Your request must state a time period, which may not be longer than six (6) years and may not include dates before the earlier of April 1, 2020 or the opening of your file. The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the costs involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

#### Get a Copy of this Privacy Notice

You can ask for a paper copy of this Notice of Privacy Practices at any time, even if you have agreed to receive this notice electronically. Upon request we will provide you with a paper copy promptly.

# Choose Someone to Act for You

If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will verify that this person has this authority and can act for you before we take any action.

# File a Complaint if You Believe Your Rights Have Been Violated

You can complain if you feel we have violated your rights by contacting us as indicated below. You can also file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington D.C., 20201 or calling 1-877-696-6755. We will not retaliate against you for filing a complaint.

#### State Law

Some states have enacted privacy laws or other laws respecting the confidentiality of medical information that have requirements different from, and in some cases more stringent than, those described here. To the extent that an applicable state privacy law imposes requirements that are more restrictive than federal privacy law, the state law will pre-empt the federal law.

The following is a summary of circumstances where your health information may be shared under state laws:

- To other health care professionals in certain instances;
- To protect against imminent injury to you or others;
- In the case of a medical emergency, if we are unable to contain your consent or, in the case of Massachusetts, you refuse to accept further treatment voluntarily;
- In certain legal proceedings and/or pursuant to a court order or subpoena;
- Pursuant to requests from certain government agencies and programs, such as healthcare or benefits, or for audits, program evaluations, licensure and accreditation activities;
- Other than in Massachusetts, for public health purposes;
- To law enforcement in certain instances; and
- As otherwise permitted or required by relevant State laws.

Please note that your information may be disclosed orally, in paper form, or electronically.

Please also note that these exceptions are in addition to the uses and disclosures to which you are consenting under this Notice of Privacy Practices and the attached Consent to Treatment and its Schedules.

#### Notice for Residents of Washington State

We keep a record of the health care services we provide you. You may ask us to see and copy that record. You may also ask us to correct that record. We will not disclose your record to others unless you direct us to do so or unless the law authorizes or compels us to do so. You may see your record or get more information about it under the heading "Complaints" below.

#### Complaints

If you would like to submit a comment or complaint about our privacy practices, or request further information regarding our privacy practices, you can do so by sending a letter outlining your concerns to the Field Trip Health Privacy Office at:

# Field Trip Health Privacy Office C/O Bennett Jones LLP 135 East 57th Street, Suite 14 New York City, NY 10022

If you believe that your privacy rights have been violated, you should contact us immediately. You will not be penalized or otherwise retaliated against for filing a complaint.

#### **Effective Date**

This notice is effective as of July 1, 2021.

#### **INFORMED CONSENT**

BY INITALLING BELOW, I CONSENT TO FIELD TRIP'S COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION AND PERSONAL HEALTH INFORMATION AS DESCRIBED IN THE NOTICE OF PRIVACY PRACTICES AND FIELD TRIP'S PRIVACY POLICY.

# Schedule "E"

# **Electronic Communication Consent Policy**

I have read the Field Trip <u>Electronic Communication Consent Policy</u> for the Field Trip Health Centre that I am attending (Electronic Communication Policy).

I consent to the conditions and agree to comply with all the contents of the Electronic Communication Policy as well as any other conditions that Field Trip may impose on communications with patients using the services. I understand that violations of the Electronic Communications Consent Policy may lead to corrective action including possible termination of my relationship with Field Trip.

I also understand that Field Trip will use reasonable means to protect the security and confidentiality of information sent and received using electronic means. However, I acknowledge and understand Field Trip cannot guarantee the security and confidentiality of electronic communications due to the various risks discussed in the Electronic Communication Policy. Despite this, I agree to communicate with Field Trip and/or Field Trip's staff electronically with a full understanding and acceptance of the risk. I also consent to my Primary Care Provider or, in the case of Co-op Kap Program, my Therapist, communicating with Field Trip through electronic means as specified in the Electronic Communication Policy.

# BY INITALLING BELOW, I CONSENT TO FIELD TRIP USING ELECTRONIC COMMUNICATIONS AS DESCRIBED IN ELECTRONIC COMMUNICATION POLICY AND THE NOTICE OF PRIVACY PRACTICES.