

# Client Information and Consent

Welcome and thank you for considering Beautox Bar LLC for your health needs. This document contains important information about our professional services and business policies.

# Physician / Nurse Practitioner

The undersigned professionals are a physician and nurse practitioner. The physician/ nurse practitioner are engaged in private practice providing health care services to clients directly or via agents, professionals or medical assistants of the licensed physician's/ nurse practitioner's Company. In addition, as managing members, the undersigned physician/ nurse practitioner provides all health services through Beautox Bar LLC and not personally.

## **Appointments**

Appointments are made by either calling 763-205-6952 during the normal business hours listed <a href="https://www.beautoxbar.com">www.beautoxbar.com</a> or booking online on the same website. Please call to cancel or reschedule at least 24 hours in advance, or you may be charged \$50 for the missed appointment. If you are late, you may be charged \$50 and there will be no pro-rating of the fee. If the Registered Nurse or Practitioner has to cancel the appointment, you will be entitled to a refund.

#### **Number of Visits**

The number of sessions needed depends on many factors and will be discussed by the physician/ Nurse Practitioner/ Registered Nurse/ InMode Practitioner. Your initial session will involve an evaluation of your needs and depending on your circumstances further evaluative sessions may be required. At the end of the evaluation process the undersigned physician will be able to provide you with some first impressions of what medical services may include and a treatment plan to follow if both you and undersigned physician/ nurse practitioner agree to work together in medical services. You should evaluate this information along with your own opinions of whether you feel comfortable working with the undersigned physician/ nurse practitioner (Registered Nurse/ InMode Practitioner). Medical services involve a large commitment of time, money, and energy, so you should be very careful about the undersigned physician/ nurse practitioner (Registered Nurse/ InMode Practitioner) you select. If you have questions about procedures feel free to discuss them with the undersigned physician/ nurse practitioner at any time. If you have doubts, your undersigned physician/ nurse practitioner (Registered Nurse/ InMode Practitioner) will be happy to help you set up a meeting with another health professional for a second opinion.

#### **Informed Consent**

This document is intended to serve as informed consent for your medical procedures as ordered by the physician/ nurse practitioner at Company.

- I have informed the registered nurse/ InMode practitioner/ nurse practitioner and/or physician of any known allergies to medications or other substances and of all current medications and supplements. I have fully informed the nurse and/or physician of my medical history.
- I have been informed some of the procedures I may receive and any claims made about them may not been evaluated by the US Food and Drug Administration (FDA) and are not intended to diagnose, treat, cure, or prevent any medical disease. These medical procedures are not a substitute for your physician's routine medical care.
- I understand that I have the right to be informed of the procedure, any feasible alternative options, and the risks and benefits. Except in emergencies, procedures are not performed until I have had an opportunity to receive such information and to give my informed consent.
- I have received all the information and explanation I desire concerning the procedure.
- I authorize and consent to the performance of the procedures advised.
- I release the healthcare practitioners, the Company, and all the medical staff from all liabilities for any complications or damages associated with my medical procedures.

#### Cancellations

Cancellations must be received at least 24 hours before your scheduled appointment; otherwise you may be charged the session fee of \$50 for that missed appointment. You are responsible for calling to cancel or reschedule your appointment.

## **Payment for Services**

The Company will look to you for full payment of your account, and you will be responsible for payment of all charges. These fees are subject to change upon thirty (30) days' prior notice to you. If you are unable to pay, or are not willing to pay, the higher fee after receipt of notice, services may be terminated and you may be given referrals to other competent providers.

Although it is the goal of the undersigned physician/ nurse practitioner to protect the confidentiality of your records, there may be times when disclosure of your records or testimony will be compelled by law. Confidentiality and exceptions to confidentiality are discussed below. In the event disclosure of your records or the physician's testimony are requested by you or required by law, regardless of who is responsible for compelling the production or testimony, you will be responsible for and shall pay the costs involved in producing the records and the hourly rate charged by the physician at the time of the request or service of the subpoena (current rate is \$450/hour) for the time involved in traveling to and from the testimony location, reviewing records and preparing to testify, waiting at the location, and giving testimony. Such payments are to be made at the time or prior to the time the services are rendered by the physician.

The physician may require a deposit for anticipated court appearances and preparation. You will not be entitled to a pro-rated refund.

# **Mandated Reporting**

Under Minnesota Law, persons in designated professional occupations are mandated to report suspected child abuse or neglect. Persons who work with children and families are in a position to help protect children from harm. These persons are required by law to report to child protection if they know or have a reason to believe that a child is being abused or neglected or that a child has been neglected or abused within the prior three years. As a mandated reporter, the physician may be required to break confidentiality and report certain information to the appropriate authorities.

## **After-Hours Emergencies**

Please know that your physician and Beautox Bar LLC do not provide twenty-four (24) hour crisis or emergency medical services. Should you experience an emergency necessitating immediate health attention, immediately call 911 or if you are able to safely transport yourself, go to the nearest hospital emergency room for assistance.

# **Contacting Your Medical Professional**

Your physician is often not immediately available by telephone. The office number 763-205-6952 is answered by voice mail that the physician will monitor from time to time throughout the day. Although the undersigned physician/ nurse practitioner (Registered Nurse/ InMode Practitioner) is typically in the office during normal business hours s/he will not take calls when with a client. A reasonable effort will be made to return any call made during normal business hours on the same day it is received, weekends and holidays excepted. Messages left after hours or on weekends or holidays will normally be returned the next business day. If you are difficult to reach, please inform your physician of times when you will be available.

#### E-Mail and Text Messages

The undersigned physician and Beautox Bar LLC may use and respond to e-mail and text messages only to arrange or modify appointments. Please do not send e-mails related to your treatment or medical services sessions as electronic communications are not completely secure and confidential. Any medical services related questions or issues will not be addressed by the physician in any electronic communication but will be dealt with during your next medical services session. Any electronic transmissions of information by you are retained in the logs of your service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the service providers. You should know that any e-mails or any communications sent via Facebook, online and specifically the <a href="https://www.beautoxbar.com">www.beautoxbar.com</a> are not secure and you assume the risks of the insecure transmission.

#### Social Media

Your undersigned physician/ nurse practitioner (Registered Nurse/ InMode Practitioner) does not accept friend or contact requests from current or former clients on any social networking sites. Adding clients as friends or contacts on these sites can compromise confidentiality and privacy of both the physician and the

client. It can blur the boundaries of the professional relationship and are not permitted. Any attempt by a client to surreptitiously gain access to the physician's personal site(s) will be cause for termination of the medical services.

# **Audio and Video Recordings**

You acknowledge and, by signing this information and consent form below, agree that neither you nor the undersigned physician (Registered Nurse/ InMode Practitioner) will record any part of your sessions unless you and the undersigned physician mutually agree in writing that the session may be recorded. You further acknowledge that the undersigned physician/ nurse practitioner objects to you recording any portion of your sessions without the physician's/ nurse practioner's (Registered Nurse/ InMode Practitioner) written consent. You expressly agree that audio and video recordings used for security purposes are not part of medical services, and are therefore not protected by confidentiality or any other provisions under this agreement.

## Legal

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Minnesota as applied to contracts that are executed and performed entirely in Minnesota. The exclusive venue for any court proceeding based on or arising out of this Agreement shall be Hennepin County or Ramsey County, Minnesota. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by arbitration, which shall be conducted under the then current arbitration procedures of the American Arbitration Association any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in arbitration is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

### **Consent to Treatment**

I, voluntarily, agree to receive health assessment, care, treatment, or services, and authorize Beautox Bar LLC to provide such care, treatment, or services as are considered necessary and advisable.

I understand and agree that I will participate in the planning of my care, treatment, or services, and that I may stop such care, treatment, or services that I receive through Beautox Bar LLC at any time.

By signing this Client Information and Consent form, I, the undersigned client, acknowledge that I have read, understood, and agreed to be bound by all the terms, conditions, and information it contains. Ample opportunity has been offered to me to ask questions and seek clarification of anything unclear to me.

I acknowledge that I received a copy of this signed information and consent form which is also available on the Company's website. www.beautoxbar.com