

# Policies and Procedures Contract

We welcome you to



We prepared the following information so that you may have a clear understanding of our company policies and procedures.

## **Referrals:**

MindPath Care Centers is a group practice. You may be referred within the group to an appropriate health care provider according to your needs. We may also recommend referrals to care providers outside of MindPath Care Centers.

## **Fee Schedule:**

A Provider's fee will vary depending on the service rendered, the specific provider involved and the terms of particular insurance plans.

## **Record Copy Fee:**

To cover the costs incurred in searching, handling and copying medical records a fee for each request shall be seventy-five cents per page for the first 25 pages, fifty cents per page for pages 26 through 100 and twenty-five cents for each page in excess of 100 pages. There is a minimum fee of up to twelve dollars, inclusive of copying costs, for mailing medical records for the patient or the patient's designated representative. . If requested by the patient or the patient's designated representative, nothing herein shall limit a reasonable professional fee charged by a physician for the review and preparation of a narrative summary of the patient's medical record. This section shall only apply with respect to liability claims for personal injury and claims for social security disability, except that charges for medical records and reports related to claims under Article 1 of Chapter 97 of the General Statutes shall be governed by the fees established by the North Carolina Industrial Commission pursuant to G.S. 97-26.1. This section shall not apply to Department of Health and Human Services Disability Determination Services requests for copies of medical records made on behalf of an applicant for Social Security or Supplemental Security Income disability (1993, c. 529, s. 4.3; 1993 (Reg. Sess. 1994), c. 69, s. 5.5; 1995 (Reg. Sess., 1996), c. 742, s. 36; 1997 - 443, ss. 11.3, 11A.118(b).)

## **Telephone Calls:**

MindPath Care Centers may charge a fee to coordinate and/or manage your care, and/or obtain the prior authorizations required by your health or pharmacy benefits plan. Clients may occasionally have the need for crisis intervention by telephone. Telephone charges are based upon the provider's standard fee of \$30 per 15 minutes, to be pro-rated in 15 minute increments. There is no charge for calls under 5 minutes concerning side effects of medications that you have been prescribed by a MindPath Care Centers provider. However, if the medication call involves phoning in or otherwise reissuing a prescription, you may be charged. **After 5 PM and after noon on Fridays**

**until Monday at 8 AM, there may be a charge for on-call staff to call in a refill or write a prescription to be picked up. The on-call clinician will only provide enough medication through your regular clinician's next business day.**

#### **Appointments:**

No one is guaranteed an appointment with a clinician at MindPath Care Centers. We accept most insurance and managed care plans and will do our best to accommodate you. If you are unable to keep an appointment, please notify our office immediately. This time is reserved exclusively for you. **If an appointment is cancelled, rescheduled or missed without 24 business hours notice, you may be billed for the session of \$60.00. We have a 5 minutes grace period for appointments, if you arrive for your appointment 6 minutes or later, you may be asked to reschedule your appointment.** Some appointments are scheduled over the phone, and not in person. A MindPath employee may call with your appointment date and time as a reminder, **and may also leave a message with a responsible party in your household, unless you specifically request us not to do so. Likewise, we may use an automated system that will email and/or text you with appointment reminders, along with information about your visit and requests for you to complete certain surveys and/or electronic forms. Reminder calls, texts or emails are a courtesy of MindPath and failure to cancel without 24 hours notice could result in a fee.**

#### **Prescription Refills:**

Please check your need for medication refills before each appointment so that prescriptions can be written at the time of the appointment. If for unusual circumstances you need a refill between your appointments, please contact your provider during working hours through the provider portal. Pharmacy requests are often not reliable. If you have missed your last appointment, you would need to reschedule an appointment in order for a bridge prescription to be written until your appointment. Also, there are strict guidelines regulating scheduled medications and in general early refills are not allowed. In addition, it is dangerous to abruptly stop these medications, so you must adhere closely to your prescription directions. Med call-ins in excess of 2/year may be charged \$25.

#### **After Appointment Phone Calls, Emails, or Other Correspondence:**

We strongly encourage you to communicate through our HIPAA-compliant patient portal. These messages are forwarded regularly to providers. Occasionally, patients have expressed to our providers that they would prefer to communicate individually through email. However, email is not the best means of confidential communication and should be done very cautiously. Also, some patients have attempted to contact their provider through the "Live Chat" on the website. This is not for ongoing patient communication; it is for new patients seeking appointment information.. Regardless of the mode of communication, other than short exchanges primarily for administrative matters, patients are encouraged to use after- appointment communication for emergencies only and to save clinical questions for discussion at their next appointment when they can be fully explored for optimal clinical decision-making.

**If You Decide to Discontinue or Suspend Treatment:**

Psychiatric conditions are often chronic, relapsing conditions that are best managed with long-term continuity treatment at a level of frequency that the patient and clinician will collaboratively discuss together. When deciding to end or suspend treatment at MindPath, it is always best to have one last appointment for optimal closure and summary of treatment. If your concern is an individual provider relationship fit, then MindPath is committed to matching you with another provider if you wish. However, no fit is perfect, so we encourage you to talk to your provider about your feelings to see if they can be worked through and addressed. Often this process of human relationships leads to growth and a deeper level of being understood and can strengthen the treatment.

However, some patients will drop out of treatment without notice despite the clinician's recommendation that they continue to be seen at some level of regularity. A patient may decide to drop out for a variety of reasons including that they are now feeling fine or that they have reengaged someone else, perhaps their primary care physician, for continuity of treatment.

If you decide to drop out of treatment without attending one last appointment (either face-to-face or virtually via TeleHealth using your personal computer in the privacy of your home), we will interpret your missing an appointment and not rescheduling a follow-up within one month as notice that you are ending or suspending treatment. Our patient-provider treatment relationship will then automatically end until you re-engage with another appointment (either face-to-face or via TeleHealth). In the interim, our clinician will not be able to call in medications or respond to emergencies over the phone. In the event of an emergency, you would need to contact your primary care physician or physician with whom you are being actively treated or go to the nearest emergency room.

The reason for this policy is that providers cannot make clinical decisions without the most current information that enables them to carefully assess and treat your current medical condition within standards of care. We will gladly welcome you back if you would like and encourage you to return. Our door is always open.

**Payment:**

As a courtesy to you, MindPath Care Centers will typically accept assignment of any insurance benefits you may have and file health care claims directly to your insurance company. However, payment of all applicable copays and deductibles (or any other amount not covered by your primary insurer) is required at the time services are rendered. Payment may be made by cash, check, credit or debit card. You will be asked to sign a Financial Acceptance agreement that says that if you are unable to pay your obligation at the time of service, you authorize MindPath Care Centers the right to charge your credit card for any balance due. There will be a \$25 service charge for returned checks. Notwithstanding the former, MindPath Care Centers reserves the right to demand full payment for services rendered at the time of service. If you are covered by more than one insurance company and we receive prompt payment from

your primary insurer, MindPath Care Centers will normally file claims to your secondary insurer as a courtesy to you. However, pending payment by your primary insurer, you may be asked to make payment at the time services are rendered of any amounts covered by your secondary insurer.

MindPath Care Centers will not be able to file claims to your insurance company unless you provide us with accurate and complete information about your insurance plan. Accordingly, we ask you to review your policy carefully and to be aware of any limitations on your benefits. You must also promptly inform us of any changes in your insurance coverage or there will be delays in your claim submission. Similarly, many insurance companies are now managing their mental health benefits. This means you must consult your insurance booklet to see if your insurance must approve sessions before they occur. If this approval is not obtained, your insurance will not cover the sessions. If you are not sure, please ask MindPath Care Centers to help you with these prior authorizations.

**Please note that you are ultimately responsible for all charges incurred for your treatment or the treatment of those for whom you are responsible. If for any reason your insurance company or other third party payer (such as a divorced spouse or lawyer) does not promptly reimburse MindPath Care Centers for services rendered, you will be responsible for those charges** (subject to any applicable law or the terms of any contract we may have with your insurer).

**Disputes:**

Balances for deductibles, copays, uncovered services, and other fees (no show/late cancellations/telephone consults, etc.) will be billed to the patient. Payment in full is due upon receipt of statements. **If you have any questions or wish to dispute charges, you must contact our office within 30 days.**

**Statements:**

Unless you specifically request not to receive a statement, you will be billed for any past due balance you may owe. Payment of all services is expected within 30 days of the date they were rendered. MindPath Care Centers reserves the right to add a finance charge to any past due balance accrued. This charge shall not exceed 1.5% per month (an annual percentage rate of 18%). Accounts with balances more than three months old may be referred to a third party agency for processing and collection actions.

**Confidentiality:**

Any confidential information you disclose to us during treatment, or any other confidential information we obtain while attending to you professionally, shall be held in confidence unless you permit us to disclose such information or where we are required to disclose such information by law.

By signing this contract, you are agreeing to the disclosure of confidential information where such disclosure is necessary to obtain certification, authorization, or payment for your treatment, or where we are required to disclose information by the terms of our contract with your insurer or managed care company. By signing this contract, you are

agreeing to the disclosure of confidential information related to your treatment to other physicians, therapists, coordinators, managers, and other caregivers or community resources, where your provider decides it is clinically necessary or appropriate to do so.

Please tell us in advance if you want certain information withheld from your records. Similarly, if we refer you to another physician or caregiver for treatment, that provider will have access to your records and may communicate with your prior provider(s).

**Forensic Matters:**

MindPath Care Centers may be required **by law** to disclose confidential information in certain cases. The following are examples:

1. If we assess that you are a clear and imminent danger to yourself or another person, appropriate others may be notified to prevent that occurrence.
2. If there is reason to suspect that child or elder abuse has occurred, the law requires that it be reported to the proper authorities.
3. In a legal proceeding, the Judge may order disclosure of information they feel would be necessary for the proper administration of justice.

**Court Appearances:**

In certain cases, a MindPath Care Centers clinician or other related MindPath employee may be willing to act as an Expert Witness in a court action involving a client. If you wish to engage the services of a clinician as an Expert Witness, you must read and sign a MindPath Care Centers Expert Witness Agreement that binds you to payment for the clinician's time in preparing for court, appearing in court, preparing reports, communicating with attorneys, etc. Providers reserve the right to decline serving as an expert witness.

In the event that a MindPath Care Centers clinician is subpoenaed to appear in a court action involving the care that was delivered to you or to a family member, you will be charged that clinician's standard fee for court appearances, etc. Regardless of who issues the subpoena, you will be charged for and expected to pay the clinicians fees for these services.

**On Call:**

Several providers share a rotating on-call schedule, starting Fridays at 4 p.m. until Monday morning. Please call the number of your office to obtain the name and number of the on-call clinician. If you think you or your family member may require hospitalization, please call 911.

**For emergencies call 911.**

**Grievances:**

Anyone who has a grievance about any aspect of the services received from MindPath Care Centers may submit a grievance. You may call us with your concerns or submit them in writing. The addresses for complaints about clinical services are:

**MindPath Care Centers**

Attn: Customer Service Dept.  
5003 S. Miami Blvd, Suite 300  
Durham, NC 27703

Our Customer Service e-mail is [customerservice@mindpathcare.com](mailto:customerservice@mindpathcare.com) and the phone number is 919- 792-3938.

**We appreciate the opportunity you have provided for us to be of service to you. MindPath Care Centers, PLLC is committed to providing you with the best possible care. If you have any questions, concerns or suggestions regarding any aspect of our group practice please feel free to discuss them with us.**