

FEES AND SERVICES AGREEMENT

Effective January 21, 2014

Although these documents are long and sometimes complex, it is very important that you read them carefully. We can discuss any questions you have about the procedures. When you sign this document, it represents a legal agreement between us. You may revoke this Agreement in writing at any time.

Welcome to Grew, Morter and Hartye, P.A. (GMH). This document (the Agreement) contains important information about GMH's professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that we provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that GMH obtain your signature acknowledging that we have provided you with this information at the end of this session. That revocation will be binding on GMH unless we have taken action in reliance on it; if there are obligations imposed on GMH by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

PSYCHOLOGICAL SERVICES

GMH is a group psychological practice committed to providing integrated psychological and educational services to individuals and families. Our staff is experienced in the diagnosis and treatment of a wide range of adult, family, adolescent, and childhood problems.

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the psychologist and client, and the particular problems you bring forward. Our therapists may use many different methods to deal with the problems that you hope to address. Psychotherapy is not like a medical doctor visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things you talk about both during your sessions and at home. Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have benefits for people who go through it. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Your first few sessions at GMH will involve an evaluation of your needs. It also gives both you and your therapist time to decide whether continuing to work together fits your goals and your therapist's areas of expertise. Psychological testing (personality, educational or intellectual) is offered during the initial diagnostic phase of treatment as a way to accurately identify your treatment needs, and to focus the treatment plan as soon as possible. By the end of the evaluation, your therapist will be able to offer you some first impressions of what your treatment will include, and a treatment plan. You should evaluate this information along with your own opinions of whether you feel comfortable working with your therapist. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about your therapist's procedures, you should discuss them with him/her whenever they arise, throughout your treatment process at GMH. If your doubts persist, your therapist will be happy to help you set up a meeting with another mental health professional for a second opinion or referral.

The realities of today's health care system require that we form a partnership that addresses your needs effectively and efficiently. Current research indicates that a treatment program that places the needs of the client first is the most beneficial in the long run. Unfortunately, many insurance plans place significant limits on your choice of health care provider, on the amount of services that you can receive, and on the amount of money that can be charged for and spent on services. **Our services and our providers may or may not be covered sufficiently by your insurance plan. It is imperative that we work together to strike a reasonable balance between identifying and offering services to meet your specific needs, and accommodating the limits of your insurance plan.**

SESSIONS

Typically the diagnostic phase of treatment (i.e. the evaluation) lasts from 2 to 4 sessions. If psychotherapy is begun, your therapist will usually schedule one 45-minute session per week (one appointment hour of 45 minutes duration), although some sessions may be longer or more frequent. Once an appointment hour is scheduled, you will be expected to pay for it, unless you provide 24 hours advance notice of cancellation. Please note that missed appointments or late cancellations will result in an out of pocket fee, as insurance companies do not cover that expense.

CONTACTING YOUR THERAPIST

All therapists at GMH can be contacted via confidential voice mail. If you are difficult to reach, please inform your therapist of some times when you will be available.

EMERGENCIES

In emergencies, please dial 911 or go to the nearest emergency room of your local hospital. If you have concerns about needing emergency care, and you are a current client of GMH, please talk with your individual therapist.

BILLING AND PAYMENTS

You will be expected to pay your co-pay, deductible, or out of pocket expenses for each session at the time it is held, unless you and your therapist agree otherwise, or unless you have insurance coverage that requires another arrangement. Payment schedules for other professional services will be

agreed to when they are requested. In circumstances of unusual financial hardship, your therapist may be willing to negotiate a fee adjustment or payment installment plan. **Please note that your therapist will collect your payment, as we do not have constant front-desk administrative coverage.**

In addition to weekly appointments, GMH therapists charge for other professional services you may need. The hourly cost is broken down into increments if your therapist works for periods of less than one hour. Other services include report writing, telephone conversations lasting longer than 10-15 minutes, attendance at meetings with other professionals you have authorized, preparation of records (for example, for life insurance or disability claims) or treatment summaries, and the time spent performing any other service you may request. If you become involved in legal proceedings that require your therapist's participation, you will be expected to pay for his or her professional time even if he or she is called to testify by another party. Because of the difficulty of legal involvement, GMH fees are \$400-500 per hour for preparation and attendance at any legal proceeding. Please refer to our Fees Listing for a complete listing of fees and services.

After 120 days, there will be a late fee charge of \$20 per month on any unpaid balances. If still no payment is made on an account with a balance due, the account may be sent to a collection agency. If such legal action is necessary, its costs will be included in your balance. In addition, there is a \$20 charge for any returned checks. A service charge to cover clerical fees will be charged for any requests for duplication of clinical or financial records.

CONFIDENTIALITY

The law protects the privacy of all communications between a client and a psychologist. In most situations, we can only release information about your treatment to others if you sign a written Authorization Form that meets certain legal requirements imposed by HIPAA.

There are some situations that require only that you provide written, advance consent. Your signature on this Agreement provides advance consent for the following:

- Your therapist may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, he/she will make every effort to avoid revealing your identity. The other professionals are also legally bound to keep the information confidential. As this is routine, **unless you state otherwise**, your therapist will not tell you about these consultations unless they feel it is important to your therapy. Your therapist will note consultations in your Clinical Record (which is called "PHI" in the Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information).
- **You should be aware that your therapist practices with other mental health professionals and works in a team with them at times, that he/she employs administrative staff, and that psychology interns may be receiving on-site training from GMH staff. In most cases, your therapist will need to share protected information with these individuals** for clinical, administrative, and training purposes, such as handling emergencies, scheduling, billing and quality assurance. All of the mental health professionals are bound by the same rules of confidentiality. All staff members and interns have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- **Currently, the GMH clinical staff members with whom your therapist might consult include: Dr. MaryAnn Hartye, Dr. Biancamaria Penati, Dr. Kathryn Wright, Dr. Kayce Meginnis-Payne, Dr. Reynolds Clodfelter, Dr. Katherine M. Dryden, Dr. Amy D. Quinn, Deborah Planting, LPA., Dr. Lise Osbold. Dr. Lia Pate-Carolan, David O. Planting and Dr. Natalie VanDusen. Our administrative staff includes Susan Jackson, Myra Davis and Donna Tetrault.**
Other Staff: _____

- GMH has contracts with outside organizations. As required by HIPAA, GMH has a formal business associate contract with these businesses, in which they promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law. If you wish, we can provide you with the names of these organizations and/or a blank copy of this contract.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.
- Many of the tools of modern communication may compromise confidentiality, such as cell phones, portable phones, and faxes. GMH staff members do use these forms of communication, but make every reasonable effort to protect your privacy. **Please be aware that the staff at GMH do not use email as a form of communication due to the greater risk of compromised confidentiality.**
- If your therapist believes that **you, the client, present a danger to your own health or safety**, your therapist may be obligated to seek hospitalization for you, or to contact family members or others who can help provide protection. **Your signature on this Agreement authorizes GMH to contact your emergency contact person(s) and/or family members if deemed necessary to protect your safety.** Your therapist will make every reasonable effort to protect your privacy as much as possible, sharing only that information that is required by the situation.

There are some situations where your therapist is permitted or required to disclose information without either your consent or Authorization:

- If you are involved in a court proceeding and a request is made for information concerning the professional services that your therapist provided you, such information is protected by the psychologist-client privilege law. Your therapist cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order your therapist to disclose information.
- If a government agency is requesting the information for health oversight activities, your therapist may be required to provide it for them.
- If you as the client files a complaint or lawsuit against GMH, your therapist may disclose relevant information regarding that client in order to answer the complaint.
- If a client files a worker's compensation claim, and your therapist's services are being compensated through workers compensation benefits, your therapist must, upon appropriate request, provide a copy of your record to your employer or the North Carolina Industrial Commission.

Your therapist is legally obligated to take action to protect others from harm. Your therapist may have to reveal some information about your treatment if such a situation arises. These situations are rare at GMH. If one of these types of situations occurs, your therapist will make

every effort to fully discuss it with you before taking any action:

- If your therapist has cause to suspect that a child under 18 is abused or neglected, or has reasonable cause to believe that a disabled adult is in need of protective services, the law requires that a report be filed with the County Director of Social Services. Once such a report is filed, the therapist may be required to provide additional information.
- If your therapist believes that a client presents an imminent danger to the health and safety of another person, he/she may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the potential victim, if identifiable, and/or calling the police.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and we at GMH are not attorneys. In situations where specific advice is required, formal legal advice may be needed.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, your therapist at GMH keeps Protected Health Information about you in two sets of professional records. One set constitutes your Clinical Record. It includes information about your reasons for seeking therapy, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records received from other providers, reports of any professional consultations, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself and/or others or the record makes reference to another person (unless such other person is a health care provider) and your therapist believes that access is reasonably likely to cause substantial harm to such other person, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, we recommend that you initially review them in your therapist's presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a copying fee of \$1.00 per page. The exceptions to this policy are contained in the attached Notice Form. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon request.

In addition, your therapist also keeps a set of Psychotherapy Notes. These Notes are for your therapist's own use and are designed to assist him or her in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of Client-therapist conversations, therapist analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to your therapist that is not required to be included in your Clinical Record, and information revealed to your therapist confidentially by others. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, including insurance companies without your written, signed Authorization. Insurance companies cannot require your Authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

CLIENT RIGHTS

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about our policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and our privacy policies and procedures. We are happy to discuss any of these rights.

MINORS & PARENTS

Please note that consent from both parents is required in order for a minor to receive treatment at GMH. While privacy in psychotherapy is very important, particularly with teenagers, parental involvement is also essential to treatment and this requires that some private information be shared with parents. It is our policy not to provide treatment to a child under 18 unless he/she agrees that the therapist can share whatever information considered necessary with his/her parents. Before giving parents any information, the therapist will discuss the matter with the child, if possible, and try to handle any objections he/she may have.

INSURANCE REIMBURSEMENT

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage for mental health treatment. However, please be aware that most insurance companies do not cover neurofeedback (brainwave biofeedback), despite the fact that they may tell you (the client) that it will be covered. Your therapist will fill out forms and provide you with assistance to help you receive the benefits to which you are entitled; however, you (not your insurance company) are responsible for full payment of GMH fees. **It is very important that you find out exactly what mental health services your insurance policy covers.**

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Of course, we will provide you with whatever information we have to understand the information you receive from your insurance company. If it is necessary to clear confusion, GMH will be willing to call the company on your behalf. Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs often require authorization before they provide reimbursement for mental health services. These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to seek approval for more therapy after a certain number of sessions. While much can be accomplished in short-term therapy, some clients feel that they need more services after insurance benefits end. Some managed-care plans will not allow GMH to provide services once your benefits end. If this is the case, your GMH therapist will do his or her best to find another provider who will help you continue your psychotherapy.

You should also be aware that your contract with your health insurance company requires that GMH provide it with information relevant to the services provided. Therapists are required to provide a clinical diagnosis and additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, your therapist will make every effort to release only the minimum information that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, GMH has no control over what they do with it. In some cases, they may share the information with a national medical information databank. We will provide you with a copy of any reports submitted, if you request it. **By signing this Agreement, you agree that GMH can provide requested information to your insurance carrier.**

Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your sessions. It is important to remember that you always have the right to pay for GMH services yourself, on an out of pocket basis, if you wish to avoid the issues described above.

GREW, MORTER & HARTYE, P.A. ROLE IN THE PARTNERSHIP:

- To identify your psychological needs using psychological testing when appropriate, and clearly communicate our findings and opinions to you.
- To thoroughly discuss our formulation of your needs within the context of a plan of treatment.
- To encourage your questions regarding this plan of treatment, and to discuss your own treatment goals.
- To make every attempt to provide services within the fee and service structure for insurance plans with which we have contractual agreements. However, if you wish to utilize our services outside your insurance plan, Grew, Morter & Hartye, P.A. will continue to offer you services according to our customary fees.
- To comply with the rules of contracted managed care plans regarding treatment reports, phone contacts, and ongoing authorizations for services.
- To submit claims to your primary insurance plan on a regular basis.
- To make three attempts to follow up and to obtain payment from your insurance company. If after three attempts your insurance company fails to pay, we will bill you for outstanding insurance balances.
- To provide you with a bill for any outstanding client balance on a regular basis.
- To be available to answer questions about insurance coverage and insurance payments (voicemail # 406-6075), and personal payments and accounts (voicemail # 406-6055).
- To maintain your client file(s).

CLIENT ROLE IN THE PARTNERSHIP

- To consult your insurance carrier to determine your policy coverage and limitations, deductible and copayment amounts. You will need to obtain any preauthorization for care prior to the first visit if that is required by your plan. If you do not get preauthorization before beginning services you will be responsible for full payment of uncovered sessions.
- To provide our office with the required personal and insurance information for each client during the first office visit: a Client Intake form, a Health and Treatment History form, a copy of your insurance card, and signed Fees and Service Agreements.
- To pay at the time of service until you have met your deductible, and to pay your correct co-payment at the end of each session, unless you make other arrangements with us.
- To pay for any services you have requested or agreed to that have been recommended and discussed with you but are not covered or approved by your insurance plan. These services may include diagnostic tests, written reports, neurofeedback, missed appointments, telephone consults, multiple sessions in one day, or sessions beyond your annual benefits.
- To pay any outstanding balances on a monthly basis, unless your therapist has agreed to a payment plan based on financial hardship.
- To give as much notice as possible to your therapist when you are unable to attend your scheduled appointment, and to pay the late cancellation fee if you fail to cancel or if you give less than 24 hours notice of cancellation. Late cancellation fees are due during your next scheduled appointment.
- To keep track of the number of authorized sessions you have been given by your insurance company and how many you have used. To remain aware of when you are approaching the end of your insurance benefits, and to discuss a plan with your therapist prior to when your benefits have run out for the year.
- To stay aware of and inform us of any changes in your insurance coverage as promptly as possible. Failure to do so may result in uncovered services that must be paid by you.
- To provide your therapist with a completed Insurance Verification Update Form at the beginning of your insurance plan year so that we have your current insurance information on file. This will help you, and us, to stay apprised on any insurance benefits changes.
- To work on your therapeutic goals both in session and outside of GMH, recognizing that effective treatment requires active participation and commitment on your part.