



Policies and Procedures Contract

We welcome you to MindPath Care Centers. We have prepared the following information so that you may have a clear understanding of our company's policies and procedures. Please read and sign the attestation on the Patient Registration form.

Do we have the resources that you need?:

We take care of the full spectrum of psychiatric diagnoses but certain patients depending on their needs would be a better fit for other clinics in our area. If you have had more than 1 general psychiatric inpatient hospitalization within the last 18 months, a hospitalization over 2 weeks long or have had the need for community case management, we would not be the best fit for you. Let us know and we can assist you with connecting to other resources.

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. 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. 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.

Our current standard fee for cancelled, rescheduled, or missed appointments without 24 business hours' notice, is \$60.00, however, this may be subject to change at our discretion. We allow a 20-minute grace period for 60 minute new or follow up appointments and 15-minutes for a 30-minute follow up appointment. If you arrive for your appointment later than the allowed grace period, you may be charged for the session and asked to reschedule.

Referrals:

MindPath Care Centers is an outpatient behavioral health 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.

Medications Guideline:

Our providers prescribe medicines carefully for safety and best practice and may make recommendations to slowly change medicines if clinically appropriate for your particular situation. The following are guidelines. Please read carefully because some medications require further screening and evaluation.

- 1) Our providers' general philosophy is to **try to not use chronic benzodiazepines** and if they do to use them at lower dosages, as listed below:
 - a. Xanax = Alprazolam 2mg max daily
 - b. Ativan = lorazepam > 2mg max daily
 - c. Klonopin = Clonazepam > 2mg max daily
 - d. Valium = Diazepam 5mg max daily
 - e. Librium = chlordiazepoxide > 5mg max daily
 - f. Tranxene = Clorazepate >15mg max daily
 - g. Halcion = Triazolam > 3mg max daily
- 2) **We would not be a good fit for if you are on chronic opiate therapy for pain** (includes methadone and buprenorphine) unless you have a chronic pain management physician and then you would need a separate screen and be treated in our Mind-Brain-Body Center.
- 3) **If you are on methadone** for an opiate use disorder, and you are coming to us for help with other psychiatric conditions such as anxiety, depression, bipolar etc., we would need for you to sign a consent for us to collaborate with your methadone clinic.
- 4) **If you are on buprenorphine or vivitrol** for a substance use disorder, you would need an initial evaluation with our Addiction Recovery Center. If you have completed an addiction program and in good recovery, then most likely you would be able to be maintained by an individual prescriber, depending on the evaluation.

Refills:

Please check your need for medication refills before each appointment so that prescriptions can be written at the time of the appointment. In the event of unusual circumstances, you need a refill between your appointments, please request refills through the patient portal. If urgent, the provider's support team can be contacted by calling their office and pressing option 2. If you have missed your last appointment, you would need to reschedule an appointment for a bridge prescription to be written until your appointment. Please note, there are strict guidelines regulating controlled medications and, in general, early refills are not allowed. It is dangerous to abruptly stop these medications, so you must adhere closely to your prescription directions. Medication call-ins more than 2/year may be charged \$25.



Connecting with Your Provider; 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 and are answered within 72 hours. Please note, these messages may not be answered on the weekend or afterhours.

For urgent needs during normal business hours, call your provider's office and select option 2. We do have an on-call provider available for urgent needs outside of normal business hours (nights and weekends). Our on-call provider can be reached by calling your provider's office and pressing #. 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 used cautiously. It is important to note, the "Live Chat" on our website is designed for new patients seeking appointment information and should not be relied on for connecting with your provider or for ongoing communication. Patients are encouraged to use after appointment communication for urgent needs only or administrative needs. Clinical concerns and questions should be discussed during appointments with your provider to fully explore concerns 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 continuing treatment at a frequency that the patient and clinician will 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 appropriate. 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 can lead to growth and a deeper level of being understood and can strengthen the treatment results.

However, some patients may discontinue treatment without notice, despite the clinician's recommendation that they continue to be seen at some level of regularity. A patient may decide to discontinue treatment for a variety of reasons including, feelings of improvement or reengaging with a different provider, ie: their primary care physician, for continuity of treatment.

If you decide to discontinue treatment without attending one last appointment (either face-to-face or virtually via Telehealth), we will interpret the missed appointment and no follow-up scheduled within one month as notice that you are ending or suspending your treatment with MindPath. Our patient-provider treatment relationship will automatically end until you re-engage with another appointment (either face-to-face or virtually via Telehealth). In the interim, our clinicians will not be able to call in medications or respond to urgent needs over the phone, as our clinicians would not have the most current information to be able to carefully assess, make clinical decisions, or treat current medical conditions within standards of care. In the event of an emergency, you would need to contact your primary care physician or physician with whom you are being actively treated, call 9-1-1, or go to your nearest emergency room.

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 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).

Fee Schedule:

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



Medical Records 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. Requests of records from another provider's office is free. 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 per 45 minutes and prorated per minute. 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. Please note, there may be a fee associated for any refills called in or prescriptions written by our on-call provider **Monday-Thursday after 5 PM and after 12 noon on Fridays until Monday at 8 AM. The on-call clinician will only provide enough medication through your regular clinician's next business day.**

On Call:

Several providers share a rotating on-call schedule, starting Fridays at 5 p.m. until Monday morning. Please call the number of your provider's 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.

Disputes:

Balances for deductibles, copays, uncovered services, and other fees (no show/late cancellations/telephone consults, etc.) will be billed to the patient. Payment is due in full 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 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 clinician's fees for these services.



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 email is 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.