



## Professional Disclosure

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. Please let us know and we can assist you with connecting to resources that would best fit your needs.

### **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 team member 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 hours' notice, you may be billed for the session.

Our current standard fee for cancelled, rescheduled, or missed appointments without 24 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.

**Medication Guidelines:**

If you are already on medications when you come to MindPath and they are working for you then our providers would want to continue these. However, sometimes you might be on medications that newer research has found is not optimal or potentially unsafe for long-term use. In this situation, providers might suggest considering changes to a safer medication combination.

A particular challenge is when patients are on long-term benzodiazepines, especially if combined with other sedating medications or opiate pain medicines. Our general philosophy is to use benzodiazepines for short periods of time and if used longer, to use in as low a dose as possible. In some situations, they may be too unsafe to use.

Each patient is different and so risks and benefits will need to be considered within a consultation with your individual clinician. After the consultation, recommendations will be made that could include maintaining the current medications or slowly tapering them and switching to new medications. If you are not in agreement with the recommendations, it may be that you would need to return to the provider who originally wrote the medication.

Some medications and conditions may require specialty clinics:

- 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 are in good recovery, then most likely you would be able to be maintained by an individual prescriber, depending on the evaluation. Therefore, if you have not been given an appointment with the Addiction Recovery Center, please call us right away so we can get you in the correct clinic.
- If you are on long-term opiates for a chronic pain condition (greater than 3 months), your clinician will require a consent to collaborate with your pain management provider and will require that you are screened and additionally seen in our Mind-Brain-Body program. Please see our website for more details: (<https://www.mindpathcare.com/mind-brain-body-center/>)
- 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.

**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 routine refills through the patient portal. Please allow 48 hours for processing. If urgent, your 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 scheduled 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 to connect with your provider's support team. 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 selecting option 5. 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. To avoid delays in claim submissions, please promptly inform us of any changes in your insurance coverage by calling your provider's office and speaking to one of our front desk team members. 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 call your provider's front office and press #5 to speak to one of our Front Office Team Members to assist you with these prior authorization requests.

**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 differ state to state. More information about state specific fees associated with medical records can be found on our website at <https://www.mindpathcare.com/medical-records-faqs/>

Requests of records from another provider's office will be free. If requested by the patients 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. The fee for records will only include the cost of one of the below:

1. Labor of copying the PHI requested by the individual, whether in paper or electronic form;
2. Supplies for creating the paper copy or electronic media (e.g., CD or USB drive) if the individual requests that the electronic copy be provided on portable media;
3. Postage, when the individual requests that the copy, or the summary or explanation, be mailed;
4. Preparation of an explanation or summary of the PHI, if agreed to by the individual.

See 45 CFR 164.524 (c)(4). The fee will not include costs associated with verification; documentation; searching for and retrieving the PHI; maintaining systems; recouping capital for data access, storage or infrastructure; or other costs not listed about even if such costs are authorized by State law.

### **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 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 and select Option 5 to connect with the on-call provider. This line is for emergency calls only. If your situation is life threatening or you think your or your family member may require hospitalization, please hang up and dial 911 or go to your local emergency room. If your situation is one that can wait until the next business day or if you are calling to schedule or cancel an appointment, please contact your provider's office during normal business hours. If you are requesting refills, the on-call provider will only be



able to refill your medication until your regular provider's next business day. Controlled substance requests may be denied and you may be charged a fee for refills.

**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.

### **Disability Forms:**

We do not see patients solely to fill out disability forms. If you are an established patient with your provider over a long period of time, some providers will assist with disability forms. However, some providers have a policy that disability determinations will need to be made through the insurance company's experts. A patient's consent to release their medical records to the insurance company would be required, in addition to as much notice as possible to coordinate the records request.

### **Provider Qualifications:**

MindPath Care Centers has carefully selected each professional and are proud of the quality of services we provide. Should you wish to learn more about your provider and their treatment specialties, you may view their bios on our website at: <https://www.mindpathcare.com/search-staff/>

Your provider is licensed through the state boards of their respective practice location(s) and complete information regarding their licensure may be found on the website of the state's licensing board.

You and your clinician are entering a collaborative relationship designed to assist you on your MindCare journey. This therapeutic relationship prohibits your clinician from developing a social or any other type of relationship with you. Sexual intimacy between a clinician and client is never appropriate as indicated in the guidelines from the American Medical Association (AMA), the American Psychiatric Association (APA), American Psychological Association, and the National Association of Social Workers.

### **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](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.