



SURPRISE BILLING PROTECTION FORM

This document describes your protections against unexpected medical bills. This notice is applicable if this provider or facility isn't in your health plan's network and is considered out-of-network. This means the provider or facility doesn't have an agreement with your plan to provide services. It also asks if you'd like to give up those protections and pay our self-pay rate or pay for out-of-network care.

If you choose to pay for out-of-network care, we suggest you call your insurance provider at the telephone number located on the back of your insurance card. Your insurance can provide better information about how much you will be asked to pay. You can also ask about what's covered under your plan and your provider options.

The Counseling Group Self-Pay Rates

Total estimate of what you may be asked to pay:

Initial Evaluation - \$175
Subsequent Sessions - \$165

We also recommend that you call your insurance provider if your counselor is in-network with your health plan but you have a high deductible plan. Your insurance provider will be able to provide better information regarding what's covered under your plan, as well as what you may be expected to pay.

If you choose to give up your federal consumer protections and agree to pay the self-pay rate or pay for out-of-network care, acknowledgement of this form entails that you understand the following:

- You are consenting on your own free will and are not being coerced or pressured.
- You are giving up some consumer billing protections under federal law.
- You may get a bill for the full charges for these items and services, or have to pay out-of-network cost-sharing under your health plan.
- Some or all amounts you pay might not count toward your health plan's deductible or out-of-pocket limit.

If you'd like assistance with this document, ask your provider or a patient advocate. Take a picture and/or keep a copy of this form for your records.



Agreement for Services

Welcome to the Counseling Group. This Agreement contains information about our professional services, business policies, and the Health Insurance Portability and Accountability Act (HIPAA). The attached Privacy Notice explains HIPAA in greater detail. Please read these documents carefully, and ask any questions you have. When you sign, it will represent an agreement between us. You may revoke this Agreement in writing at any time.

SERVICES

Counseling can include individuals, families, couples, or groups. Counseling methods vary depending on the approach of the counselor and the particular needs of the client.

Counseling can have benefits and risks. Since it may involve discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, it often leads to better relationships, solutions to specific problems, and reductions in feelings of distress. But there are no guarantees of what you will experience.

The first session, or **Initial Evaluation**, involves an evaluation of your needs and a recommendation of treatment will be offered by your counselor.

Counseling may involve a large commitment of time, money, and energy, so you should be very thoughtful about the counselor that you choose.

If your doubts persist, your counselor will be happy to help you set up a meeting with a different counselor. Your success is the main goal.

Psychological evaluations are another service provided by some of our clinical staff. These typically involve interviews and may also involve taking psychological tests. If this is the service you are seeking, the counselor conducting the evaluation will explain the procedures to you.

APPOINTMENTS

The sessions are generally 50-60 minutes and are scheduled with a frequency consistent with your goals and with both you and your counselor's schedule. Office hours are generally 9:00 am – 5:00 pm Monday through Friday. Each counselor offers at least one day a week of evening appointments available on a first come, first serve basis. **If you cannot keep an appointment once it has been scheduled, you are expected to provide 24 hours notice of cancellation. Inadequate notice will result in a \$65 charge to your account or loss of one EAP session. Insurance companies do not provide reimbursement for cancelled or missed sessions.**

CONTACTING YOUR COUNSELOR

Due to work schedules, counselors are usually not immediately available by telephone. Office hours vary with each counselor. If you need to change an appointment, have a question about your bill, or need to speak with someone urgently, please speak to the office staff. The staff can



direct you to your counselor's confidential voicemail if you need to get a message to him/her. For after-hours emergencies, you may follow our automated telephone greeting to reach the counselor on call.

PROFESSIONAL FEES (subject to change)

Initial Evaluation	\$175
Session (50-60 min)	\$165

EMPLOYEE ASSISTANCE PROGRAMS (EAP)

EAP services are counseling sessions which a company has pre-purchased for its employees. The employee and their household members are allowed counseling for a limited number of sessions at no cost. If you are here through your EAP, please inform the office staff. Your counselor will explain how many sessions are provided in your plan. Some psychological evaluations are not covered. If further sessions are necessary to meet your goals, the office staff will make arrangements to file your insurance.

BILLINGS AND PAYMENTS

Unless you have an Employee Assistance Program benefit, you will be expected to pay for each session at the time it is held, unless otherwise agreed ahead of time. We accept cash, checks, MasterCard, Visa, American Express, and Discover. Many Health Savings Cards can apply to your charges as well. There is a \$30 service charge for returned checks.

If your account has not been paid for more than 60 days or arrangements for payment have not been agreed upon, we have the option of using a collection agency or court to assist us in securing payment. You will be offered alternative options in furthering your care.

INSURANCE

In order for you and your counselor to set realistic treatment goals, 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. Our office will file claims and provide you with whatever assistance we can in helping you receive the benefits to which you are entitled. **However, you (not your insurance company) are responsible for full payment of fees.** It is very important that you find out exactly what mental health services your insurance policy covers. In order to reimburse for services, your health insurance company requires that your counselor provide certain information. This information always includes a clinical diagnosis. Companies sometimes require additional clinical information such as treatment plans or copies of your Clinical Record. In such situations, we will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files. At that point, it is up to your insurance company to maintain a confidential and secure system. Your signature to this agreement allows us to release your information to your insurance company for this purpose.



LIMITS ON CONFIDENTIALITY

Your signature provides consent for these activities:

Consulting other health or mental health professionals about your care. In these situations, every effort is made to avoid revealing your identity, and other professionals are also legally bound to keep the information confidential.

Mandatory EAP referrals. If you are being required to come by your employer, your counselor will need to inform Human Resources whether you are following through with the recommendations of your counselor.

Scheduling, billing, and quality assurance by our office staff. All of the counselors in this practice are bound by the same rules of confidentiality. All office staff members have been given training about protecting your privacy.

Contracting with other businesses. Our practice also has contacts with computer network specialists, accountants, and a collection agency. All have signed a contract agreeing to maintain the confidentiality of this data.

Protecting your safety. If your counselor believes that you present an imminent danger to your own health or safety, he/she may be obligated to seek hospitalization for you, or to contact family members or others who can help provide protection.

In some situations, your counselor is legally obligated to take actions to attempt to protect others from harm. In doing so, your counselor may have to reveal some information about your treatment.

- **To prevent abuse or neglect.** If your counselor has cause to suspect that a child or a disabled adult is being abused or neglected, the law requires that he/she file a report with the county Director of Social Services.
- **To prevent imminent danger to others.** If your counselor believes that you present an imminent danger to the health and safety of another, he/she may be required to take protective actions, including initiating hospitalization, warning the potential victim, and/or calling the police. **If such a situation arises, your counselor will make every effort to fully discuss it with you before taking any action and will limit disclosure to what is necessary.**

The law protects the privacy of all communications between a client and a counselor. In all other situations, your counselor can only release information about your treatment to others if you sign a written Authorization for Release of Information form.



PROFESSIONAL RECORDS

Clinical Record. This record includes information about your reasons for seeking services, the ways in which your problem impacts your life, your diagnosis, treatment goals, your progress toward those goals, and your billing records. Except in unusual circumstances, you may examine and/or receive a copy of your Clinical Record, if you request it in writing. However, because these are professional records, they can be misinterpreted by untrained readers, and we require that you review them in your counselor's presence, or have them forwarded to another mental health professional so you can discuss the contents with that professional. **We may charge a copying fee of \$.75 per page (\$10 minimum).**

Psychotherapy Notes. In addition, your counselor may choose to keep a set of Psychotherapy Notes for his/her own use in order to provide you with the best treatment. They may contain sensitive information you reveal which is not required to be included in your Clinical Record, and kept separate from your Clinical Record. They are not available to you and cannot be sent to anyone else. Insurance companies cannot require these as a condition of coverage, not penalize you in any way for your refusal to provide it. We would be required to release these records only with a court order.

CLIENT RIGHTS

HIPAA provides you with several rights about your Clinical Record and disclosures of protected health information. These rights include requesting that your counselor amend your record; requesting an accounting of any disclosures of protected health information to which you have neither consented 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. Your counselor will be happy to discuss any of these rights with you.

MINORS & PARENTS

In North Carolina, minors must have parental consent to receive mental health treatment. If the child's parents are divorced, you will be asked to provide proof of legal custody prior to services being provided. While privacy in psychotherapy is very important, parental involvement is also essential to successful treatment and this requires that some private information be shared with parents. For children under 13, our policy is to share whatever information we consider necessary with the parents. For children 13 and over, we request an agreement between the client and the parents allowing us to share general information about attendance at appointments, the progress of the child's treatment, and any reason to believe the child is in danger or a danger to someone else. Any other communication requires the child's authorization.



HIPAA PRIVACY NOTICE

Notice of The Counseling Group Policies and Procedures to Protect the Privacy of Your Health Information.

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Uses and Disclosures for Treatment, Payment, and Health Care Operations: We may use or disclose your protected health information (PHI), for treatment, payment, and health care operation purposes with your consent. To help clarify these terms, here are some definitions:

- **PHI** refers to information in your health record that could identify you.
- **Treatment, Payment and Health Care Operations:**
 - **Treatment** is when we provide, coordinate or manage your health care and other services related to your health care (ex. Consulting with another health care provider, such as your family physician.)
 - **Payment** is when we obtain reimbursement for your health care (ex. Disclosing your PHI to your health insurer to obtain reimbursement for services.)
 - **Health Care Operations** are activities that relate to the performance and operation of our practice (ex. Quality assessment and improvement activities.)
- **Use** applies only to activities within our office, such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- **Disclosure** applies to activities outside of our office, such as releasing, transferring, or providing access to information about you to other parties.

Uses and Disclosures Requiring Authorization: We may use or disclose PHI for purposes outside of treatment, payment, and health care operations when your appropriate authorization is obtained. An authorization is written permission above and beyond the general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of treatment, payment and health care operations, we will obtain an authorization from you before releasing this information. We will also need to obtain an authorization before releasing to you the psychotherapy notes. **Psychotherapy notes** are notes your counselor makes about the content of a counseling session, which are kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. You may revoke all such authorization (of PHI or psychotherapy notes) at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that (1) we have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

Uses and Disclosures with Neither Consent nor Authorization: We may use or disclose PHI without your consent or authorization in the following circumstances:

- **Child Abuse:** If you give your counselor information which leads him/her to suspect child abuse, neglect, or death due to maltreatment, he/she must report such information to the county Department of Social Services. If asked by the Director of Social Services to turn over information from your records relevant to a child protective services investigation, we must do so.

- **Adult and Domestic Abuse:** If information you provide gives your counselor reasonable cause to believe that a disabled adult is in need of protective services, he/she must report this to the Director of Social Services.
- **Heath Oversight:** The North Carolina Psychology Board (and other professional boards) have the power to subpoena relevant records should your counselor be the focus of an inquiry.
- **Judicial or Administrative Proceedings:** If you are involved in a court proceeding and, a request is made for information about the services that we have provided you and/or the records there of, such information is privilege under state law, and we may not release this information without your written authorization, or a court order. (This privilege does not apply when you are being evaluated for a third party or the evaluation is court ordered. You will be informed in advance if this is the case.)
- **Serious Threat to Health or Safety:** Your counselor may disclose your confidential information to protect you or others from a serious threat of harm by you.
- **Worker's Compensation:** If you file a worker's compensation claim, we are required by law to provide your mental health information relevant to the claim to your employer and the North Carolina Industrial Commission.

Patient's Rights:

- **Right to Request Restrictions** – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, your counselor is not required to agree to a restriction you request.
- **Right to Receive Confidential Communications by Alternative Means and at alternative locations** – (For example, you may not want a family member to know that you are seeing a counselor. Upon your request, we will send your bills to another address.)
- **Right to Inspect and Copy** – You have the right to inspect and/or obtain a copy of PHI in your clinical record for as long as the PHI is maintained there. We may deny your access to PHI under certain circumstances, but in some cases, you may have this decision reviewed.
- **Right to an Accounting** – You generally have the right to receive an accounting of disclosures PHI for which you have neither provided consent nor authorization.
- **Right to a Paper Copy** – You have the right to obtain a paper copy of the notice upon request, even if you have agreed to receive the notice electronically.

Counselor's Duties:

- We are required by law to maintain the privacy of PHI and to provide you with a notice of legal duties and privacy practices with respect to PHI.
- We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we required to abide by the terms currently in effect.
- If we revise our Policies and procedures, we will inform all current clients by mail.
- **Complaints:** If you are concerned that we have violated your privacy rights, or you disagree with a decision your counselor made about access to your records, you may contact Robert B. Giduz (828)322-9130. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services.

Effective Date, Restrictions and Changes to Privacy Policy: This notice will go into effect on January 22, 2014. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all PHI that we maintain. We will post new terms in the office or provide you with a revised notice by mail.