



**Pathway Mental Wellness**

Office: 864-743-0060

Fax: 864-743-0061

Email: [info@thepathwaygrp.org](mailto:info@thepathwaygrp.org)

## Policies and Procedures Agreement

### POLICIES AND PROCEDURES

Pathway Mental Wellness (PMW) is committed to providing exceptional treatment for Adults with ADHD. Contact us if you have any questions about our policies and procedures.

All clients are required to read, agree to, and abide by PMW Policies and Procedures prior to receiving care, regardless of intellectual capacity, diagnostic presentation, age, or other similar factors that are not mentioned.

In the case that a client is under the age of 18 or does not have the ability or intellectual capacity to consent to PMW Policies and Procedures, the client's legal guardian or legal representative is required to read and agree to the Policies and Procedures on behalf of the client and while acting in the client's best interest.

PMW policies and procedures are subject to change. The most current version will always be available on our website. Please read and sign this form to indicate understanding and agreement to abide by PMW policies and procedures. By signing this document, you agree to abide by future amendments regardless of the signature provided.

# Telehealth Appointment Information

## Length of Sessions

Your initial appointment could last up to 60 minutes, depending on the complexity of history, current stressors, medication management decisions, treatment goals, medical complexity, and assessment tools needed to best understand your current concern. Most medication management appointments following the initial appointment can last up to 20 minutes, depending on the follow-up appointment's complexity.

## Scheduling

Clients are seen by appointment through telehealth only. We will make every effort to schedule your initial appointment as soon as possible. We offer HIPAA-compliant text communication through our main office phone number as an exclusive primary form of communication and require the use of text to communicate between clients and staff. Our provider's schedules tend to fill up quickly. Therefore, our providers schedule your next follow-up appointment at the end of each appointment. This is the best way to ensure quality continuity of care and ensure that you can schedule a follow-up within a timely fashion to refill your prescriptions.

## Arrival Time and Promptness

Please plan to log in to the virtual platform 15 minutes before your initial Telehealth appointment and 10 minutes before your follow-up Telehealth appointments. Our providers have clients scheduled immediately following your appointment time, and arriving late will reduce your time with the provider. Missed appointment fees will be charged if you arrive late to an appointment and your provider cannot provide services to the level needed to complete your appointment as there is an expectation to arrive on time.

## Telehealth Appointments

PMW utilizes telehealth technology allowing a secure, electronic video conference appointment between a patient and a provider. Telehealth appointments are held to the same HIPAA standards as in-person appointments. PMW offers telepsychiatry through an entirely virtual Telehealth platform. The following policies and procedures apply to telepsychiatry appointments:

1. Payment for service is collected 1-2 business days prior to the telepsychiatry appointment.
2. The client is responsible for ensuring the appointment environment is quiet, secure, and that a reliable internet connection is available for the appointment. The provider is not held responsible if other people or other parties overhear the client's protected health information.

3. The client is responsible for presenting to the provider in a respectfully dressed and in an appropriate manner. The client is asked to take telepsychiatry appointments as seriously as they would an in-office visit and to understand that this is a medical appointment conducted by a medical professional. If the provider does not feel comfortable conducting the full appointment based on these and other related variables, they reserve the right to terminate the appointment and ask the client to reschedule at a more appropriate time or manner. If the visit is terminated by the provider for such reasons, the appointment will follow our policy for a missed appointment.
4. Clients are responsible for arriving to the telepsychiatry appointment virtual waiting room 10-15 minutes early. Providers make every effort to start virtual appointments on time, but it is nonetheless the client's responsibility to be present and able to connect at the scheduled appointment time. If the client is not present and in the virtual waiting room during the scheduled appointment time, the appointment will be considered as a missed appointment, and related fees will apply.
5. The client is responsible for ensuring that the phone, tablet, computer, and internet are compatible with the telepsychiatry platform before the appointment time. The provider is not expected to make an exception for or change the appointment time if there is a technological glitch on the end of the client, as we ask clients to ensure that they are able to have stable audio and visual connection before the appointment time. Clients are provided with a direct link to connect to the telepsychiatry platform. Clients are expected to test their technology and electronic devices to ensure a smooth process prior to their appointment.
6. Keep your communication with our office staff respectful. Allow up to 48 business hours for a response from our staff.
7. PMW may send a reminder text message prior to your appointment. Please ensure that we have your correct telephone number on file so you can receive the reminder text and any other important messages from our staff. These appointment reminders are done as a courtesy to our clients, but it is our client's responsibility to keep track of appointment dates and times. Opting out of reminders does not change the client's responsibility to keep track of their appointments. Since text is our primary form of communication, it is a requirement to allow for text communication. If you are not comfortable and agree with text as the means of communication, we will not be able to provide you services.
8. All messages that are intended for your provider must be communicated during an appointment. Our staff will not send messages to your provider in between your appointments. If you would like to communicate any message to your provider, we will do our best to get you scheduled with your provider so that you may communicate.
9. If you do not show up to your appointment on time or if you cancel or reschedule less than 48 hours prior to the scheduled appointment, you will be charged a fee of \$50 for a follow-up appointment and \$100 for an initial appointment. The fee for a missed visit will be automatically collected via the method(s) of payment on file.

## Safety

PMW seeks to provide a safe place for our clients to receive care. In order to ensure a safe, private, and receptive environment our staff expects that our clients agree to the following expectations, rules, and regulations:

1. If a client communicates active suicidal or homicidal intent, the client must be referred to the proper sources in accordance with statutory law so that further and specialized help can be given.
2. If sexual, physical, or emotional abuse is in any way communicated or suspected toward a minor, elderly, or developmentally delayed person, a report must be made in accordance with statutory law. Please see our privacy policy for more information.
3. If a client chooses to bring another individual, including a family member or friend, into the appointment, the client is consenting to the presence of the other individual. Therefore, PMW is not responsible for information exchanged within the presence of the other individual. Our clients over the age of 18 are entitled to privacy during appointments and have the right to choose whether or not to allow someone into the room during the designated appointment time.
4. PMW does not claim responsibility for client harm that arises because of behaviors or actions against the recommendation of our providers. This includes but is not limited to: taking more medication than prescribed, taking medication in a way that was not prescribed, injuries sustained from other clients or staff members acting in self-defense, stopping or changing medication without consultation and approval of the treating clinician, failing to report a change in physical medication regimen or change in medical condition that may influence future pharmacological and medical decisions by our medical staff, failing to report a side effect that is not able to be assessed or observed by our clinical staff, failing to report a significant change in mental condition, such as suicidal ideation, homicidal ideation, or adverse medication effects which result in personal injury or injury of others, failing to make a follow-up appointment that is recommended by the clinical staff to ensure continued treatment progress and safety, failing to notify the clients provider at PMW in a reasonable amount of time prior to running out of medication, at least 7 business days, that may or may not result in withdrawal side effects, and personal injuries sustained by clientele within or outside of the office setting that are potentiated by behaviors not condoned by our staff, such as injuries sustained from running, lifting objects, driving, or other "acts of God" that are out of the control of our practice. Our licensed providers are educated and trained to inform clients of side effects that may occur as a result of taking a certain medication. Providers make every effort to fully explain risks and benefits of pharmacological treatments. However, not all reactions, including rare or seldom-reported adverse effects, can be addressed by clinical staff during the limited appointment time. PMW therefore offers electronic and online sources for clients to reference in the case that a client has a medication question or concern that was not reviewed during the appointment time. Clients are encouraged to contact their provider regarding potential or actual medication side effects that occur as a result of pharmacological treatment. If it is an emergency that cannot wait 48 business hours for a response by the provider, the client should call 911 or present to the nearest emergency room. As every effort is made to fully inform our clients about the risks and benefits of medications prescribed by our staff, it is expected that clients report adverse effects to their providers in a timely and efficient manner so that proper interventions and actions significant to patient safety may be taken. Clients who experience serious side effects or adverse reactions potentially related to medication prescribed by PMW providers that occur after hours are asked to call 911 or report to the emergency room for prompt evaluation. PMW encourages clients to act as their own advocates and come prepared with any and all questions prior to treatment, as our providers welcome the opportunity to provide comprehensive educational opportunities.

### Communication with Provider

To uphold the quality of care and maintain fairness to all, providers cannot take time out of appointments to accept or return a client's phone call. If you feel you need to speak with your provider, we can schedule an appointment to allow your provider to give you the care and undivided attention you deserve. All communication with your provider is done through scheduled telehealth appointments. If there is an emergency or specific medication interaction and you are unable to schedule a time to meet with your provider, you are advised to call 911, go to your nearest emergency room, or seek services from your primary care provider.

### Communication Policy

We are committed to responding to you by means of text messages in a timely manner. However, there are times when heavy text volume may prevent us from responding back in a timeframe you desire. Our office phone line is voicemail only (please note confidentiality cannot be guaranteed for any information left via voicemail): To avoid any delay in service, communicate all requests, including the need for appointment changes, cancellations, or other scheduling adjustments by text. Allow up to 48 business hours for a return text, especially if you call outside of our business days/hours Tuesday to Thursday, 9 am to 3 pm. Medical issues will not be addressed through text. You will be advised to make an appointment to discuss all issues that require your provider. Office staff will be polite and respectful. They deserve the same in return, and this is expected to stay a client of PMW. Disrespectful or disruptive communication is cause for termination. All threats are reported.

Voicemails are responded to on a priority basis using text communication within 48 business hours. Our staff prioritizes communication that includes information that may jeopardize a patient's safety, such as side effects or adverse reactions. However, due to the volume of clients that we provide services to and the limited time our providers have in between appointments, we ask our patients to leave priority messages only and communicate using text whenever possible. No request to our staff for advice on your care should be sent. Any communication sent that includes health information should be sent for the purpose of requesting to schedule an appointment with your provider.

Communication left by the client that contains information that may indicate the client is an imminent danger to themselves or others will be promptly reported to the appropriate authorities, according to statutory law. This information includes but is not limited to active suicidal ideation, homicidal intent, threats to harm another person, reports that indicate or cause our staff to suspect sexual, physical, or emotional abuse toward a minor, elder, or developmentally delayed individual.

### Emergency Care

Our clients' needs are not always capable of being treated during normal business hours. We are a fully virtual practice which means our services do not include emergent needs, whether they are during business hours or not. Our scope of services provided is limited to non-urgent needs. If clients require assistance beyond that level of care, we recommend seeking services from another organization that is intended to provide services at a higher level of need. In the case of an emergency, especially after-hours, please call 911 immediately to receive proper assistance. If care or services are needed outside our normal business days/hours, you will need to work with your primary care provider or use other services such as urgent care, 911, or your nearest emergency room. If a situation arises that poses a threat to the safety of our clients, such as active suicidal ideation, we request that the client call 911 or report to the nearest Emergency Room for the best possible care. After normal business hours, we are unable to respond to texts left by clients. Our staff will endeavor to respond within 48 business hours of your text message according to the above-stated policy. Other 24/7 local hotlines for mental health include:

- Mental Health America Crisis Line: 864 271-8888
- Greenville Mental Health Center: 864 241-1040

In the event of a behavioral or emotional crisis during your appointment time, your provider may decide that more intensive care is required, such as involuntary hospitalization, and may call 911 or request law enforcement to intervene. This is a decision that is made by your provider to ensure your safety and/or the safety of others. PMW is not responsible for any incurred or associated costs as a result of this emergency intervention.

In the event that an emergency contact is listed, the client gives implied consent that this individual may give and receive information pertinent to client care, including, but not limited to: appointment times, medications, and anything else as deemed necessary by PMW staff members. This also applies to therapists or doctors who have seen the client or who require information regarding the client in direct relation to their care.

## LABS AND GENETIC TESTING

Providers at PMW may order lab work, genetic testing, or other testing during your appointment. Clients waive PMW liability in the case of any adverse event related to lab work, genetic testing, or other testing being completed. It is the client's responsibility to inform their PMW provider ahead of time for any relevant medical concern, such as lymphedema, known fainting, or other issues that would be pertinent to having any testing completed. Additionally, if a client has billing questions or concerns, all inquiries will be directed directly through the lab service organization. PMW does not bill for lab services and is, therefore, not responsible for any discrepancy in billing, payment, or any related matters regarding lab services.

If laboratory tests are prescribed for you, you are entitled to copies of the results. The results can be obtained directly from the organization you used to get the lab or other testing done. We encourage all clients to keep track of laboratory or other tests ordered by all providers. If another provider orders laboratory or other tests, please sign a medical release of information with that provider, or ask them to fax the laboratory results or other test results to PMW. Your provider may recommend laboratory, genetic, or other tests based on the safest and best practices and is not responsible for costs or fees our clients incur as a result of having these tests completed. It is recommended that prior to having any laboratory, genetic, or other tests done, the client checks with his or her insurance company to understand associated costs.

In the event that a provider deems it beneficial for a client to have labs, genetic or other testing to determine the best course of treatment, and the client agrees to move forward with the test, the client thus consents to having any sample collected via any method needed for testing such as blood or cheek swab. Please work directly with the organization that is completing the testing for any questions about their services or policies and procedures. PMW is not liable for any adverse event regarding this procedure, including an allergic reaction to the swab or any effects during or after the administration of the test. PMW holds no clinical, business, or professional affiliation to any genetic company. It is necessary to note that PMW is not responsible for any part of the billing related to the labs, genetic testing, or other tests. This is completely processed through outside organizations. Any organization used for testing reserves the right to contact you and bill you related to any charges and fees surrounding the test.

## GROUNDS FOR DISMISSAL

We take the relationship between the client and PMW seriously. We ask you to read and adhere to the following portion of our policies and procedures regarding potential dismissal as a client of PMW. This written dismissal policy serves as a written warning explaining policies and procedures that, if violated, will result in dismissal. Grounds for dismissal include but are not limited to, the reasons included in the following paragraphs. PMW may dismiss clients for reasons including, but not limited to, non-adherence with provider instruction and/or treatment plan, disrespectful or disruptive behavior or communication towards staff, missed appointments, and non-payment.

### Non-Adherence to Treatment

At each appointment, our providers will develop a treatment plan designed for your needs. Compliance and adherence to your treatment plan is expected as part of your agreement to our policies and procedures. If we find that you have been deviating from the treatment regimen developed during your appointment, you will be dismissed from the practice.

### Disrespectful or Disruptive Behavior

As our client, you are fully responsible for how you act and present yourself. This includes your behavior during your appointment and how you interact with our staff. It is vital that you treat our providers and staff with respect. If there is any behavior or action that is deemed disrespectful, disruptive, harmful or abuses the status you have as a client, you will be discharged from PMW.

### Missed Appointments

Clients may be dismissed as a result of missing an appointment. This applies to not arriving to the scheduled appointment on time, not giving our office a minimum of 48 hours' notice for rescheduling or canceling an appointment or for not showing up for your scheduled appointment on time. Each of these circumstances have a missed appointment fee of \$50 for a follow-up appointment and \$100 for an initial appointment that we will collect the day of the missed appointment. The providers' time is valuable, and appointment times are reserved just for you.

### Non-Payment

By agreeing to and scheduling an appointment, you are agreeing to the entire process of our services, including payment, in full, due 1-2 business days prior to your appointment date. If we do not receive payment from you, such as card declining, we may dismiss you as a client.



## Dismissal Summary

In the instance that you are dismissed from our care for the above-mentioned reasons or any other situation deemed necessary by PMW, a provider may send in a 90-day supply of your non-controlled medications that had been prescribed and used effectively for at least 30 days prior to dismissal. Controlled medications will not be prescribed or refilled. These refills serve to aid in your time of transition to a new office. Associated with your release from the practice, our office may provide you with a list of psychiatric resources to assist in your continuation of psychiatric medication management upon request. The financial cost or ability to use services is the full responsibility of the client. As a part of these policies and procedures, you are agreeing that if you are dismissed as a client, you will act respectfully toward PMW. This includes any attempted retaliation toward our office (for example, false or degrading reviews). Additionally, no legal action may be taken against PMW in the case that you are released from our care, as we have agreed to take appropriate precautions to ensure safety in your transition of care to another provider of your choice if requested. We truly value you as a client, and we outline these policies and procedures to make clear our expectations so that you are fully aware of the potential negative ramifications. If you have any questions regarding this document, please let us know.

## MEDICATION POLICIES AND PROCEDURES

Pathway Mental Wellness is a practice that treats Adult ADHD. Our providers use a variety of different medications in order to provide adequate symptom reduction and control. Each patient's medication regimen is individualized at the discretion of their provider. Our providers do prescribe controlled substances when deemed appropriate for their clients. Our providers strictly monitor these medications and require our clients to be responsible and accountable for following their treatment expectations.

### Prescription Refill Information

Please make every effort to notify your provider during your visit of any and all prescription refills needed before your next visit. Our providers will not send in refills outside of an appointment. It is the client's responsibility to alert his or her provider one week before the medication runs out to allow for sufficient time to schedule an appointment with your provider during normal business hours. All medication refills will occur during an appointment with your provider. We will not prescribe a controlled substance until the date the prescription is due. The patient is responsible for safely storing controlled substances in a locked box.

### Prior Authorizations for Medications

Insurance companies often require prior authorization before they will authorize a pharmacy to fill medications. Your insurance company may request that your provider disclose information about your diagnosis and treatment in writing or by telephone. Please allow your provider a minimum of 48 business hours to process this request. We recommend that our clients call their pharmacies 72 hours after a prescription is sent in which may require prior authorization to check the status of this process. If a prior authorization request is denied by your insurance and additional steps need to be completed for your insurance to continue to review the request, a fee of no less than \$35.00 will be charged at the time of the client's request to pursue each additional request needed for your insurance to consider approval. PMW cannot guarantee that the insurance company will cover the medication. Ultimately, it is the insurance company's decision to cover a medication, and PMW cannot claim responsibility for any prior authorization denials. If another medication needs to be considered, you will need to schedule an appointment with your provider to review options.

### Medication Prescription Outside of Pathway Mental Wellness

We recognize that our clients sometimes have complex medical or mental health comorbidities in addition to the ADHD concerns being treated by the client's provider at PMW. Although we support and encourage our clients to pursue medical or mental health concerns not being treated by their provider at PMW, no assumed responsibility for medications, procedures, or services prescribed or provided by other providers is accepted by the provider at PMW. At all appointments, it is the client's responsibility to inform their provider of any medication updates or changes. This update should be discussed during the visit by the client to their provider to allow for discussion and to document any change in medications or treatment and any relationship that may exist with the client's treatment regimen during their appointment. It is the responsibility of the client to inform the PMW provider of such changes as there may be concerns about

medication interactions or overall client safety. In addition, for as long as you are a client in our service, it is expected that you will not receive prescriptions for ADHD treatment or any other controlled substance without the approval of your PMW provider. If a client is receiving mental health medication prescriptions from another provider for a different mental health concern other than what their provider at PMW is treating, our providers will work with the other provider to coordinate care. If another provider outside of PMW is providing medication prescriptions for the same mental health concern as the provider at PMW is, or if the client is receiving a controlled substance from another provider, the client will be dismissed from services provided by PMW.

## Medication Safety

Medications that our providers prescribe and manage carry innate risks and side effects, which can be harmful or life-threatening, especially if taken with certain legal or illicit substances, including but not limited to alcohol, nicotine, methamphetamine, cocaine, hallucinogens, barbiturates, opioids, inhalants, cannabis, depressants, and other mind-altering substances. Unanticipated results or reactions may occur from taking a medication that is prescribed by a PMW provider. Our clients are advised of this and the general risks of taking medications prior to initiating care. By consenting to these policies and procedures, our clients waive any and all liability of PMW providers in the event of an unintended medication side effect(s). The client furthermore waives any liability of PMW in the event that a person takes medications that are not prescribed to them, changes dosing of medication without the consent of the provider, or a situation arises where a client's medication is taken by another person and a harmful outcome arises.

The providers at PMW recommend that prescribed medications are not taken with any legal or illicit substances that can cause physical or mental alterations. To this end, the client agrees that any legal issues, personal injury, or the injury of another person or property that occurs as a result of taking medications and substances together is not the responsibility of PMW. The client understands that PMW is not held responsible for any personal injury or injury of another that results from taking prescribed medication and any legal or illegal substance, as it is the patient's responsibility to inform the provider of any co-occurring substance used. The client understands not to take certain medications that may have sedative, hypnotic, or depressant effects prior to driving, performing technical skills, operating heavy machinery, etc. The client understands and acknowledges that if they were to be arrested or have any legal ramifications due to performing these aforementioned activities, PMW will not be responsible or held liable.

Prescriptions for controlled substances will not be reissued until the date the prescription is due to run out. You are responsible for safeguarding your prescriptions and medications, and we will not write a refill in the event of a lost prescription or theft. You are also responsible for only using your controlled substances as prescribed. Clients that receive controlled substance prescriptions may also receive random drug screenings to ensure safety and compliance with treatment. In most cases, clients will receive a maximum of 12 refills on controlled substance prescriptions, at the discretion of the provider per year. If PMW is informed by a pharmacy or other medical provider that the client is filling multiple controlled substances at multiple pharmacy locations, is not being forthcoming with their provider(s), or is diverting from their medications in other ways, PMW reserves the right to dismiss the client in line with our policies and procedures. Under necessary circumstances, PMW reserves the right to take legal action in order to ensure client safety and medication adherence. PMW is not liable for circumstances in which a client diverts from their treatment plan and does not inform their provider(s).

The client will keep all controlled substances in a locked box away from children, pets, and others who may have access to their personal space. The client will take medications only as prescribed and will not increase or decrease the dosage without the approval of my provider during an appointment. The client will not sell or share my medications with anyone, including family members. The client will be forthcoming with any medical concerns/pregnancy/etc. that should arise during their treatment. Many conditions require changes to medications in order to prevent harm to the client. The client understands that there is an inherent risk to taking controlled substances, including but not limited to long-term use side effects, physical dependence, and addiction when used outside of prescribed use. The client understands that the decision to take or not to take controlled substances is ultimately their own. Providers at PMW may recommend alternatives to controlled substances. The client understands that their provider ultimately has their best interest in mind and will always be open to discussing alternatives to controlled substances. The client understands that their provider at PMW may stop prescribing medication or change the treatment plan if they fail to follow the recommendations of their provider.

## Medication Disposal

In the event that a controlled substance or other medication requires disposal, either by client choice or by provider requirement, the client is responsible for dropping off their medication at a facility approved by SC DHEC. PMW is not responsible for disposing of or collecting any client medications and requires that clients be compliant with their provider's direction regarding disposal of medications, whether or not they are federally controlled substances. Local SC DHEC-approved disposal sites around the Upstate of SC include multiple CVS Pharmacy locations, multiple Walgreens Pharmacy locations, and several independent pharmacies. For exact location information, please visit: <https://scdhec.gov/environment/recycling-waste-reduction/unwanted-medications> or speak with your Pathway Mental Wellness provider.

## South Carolina PMP Aware RX

The South Carolina Prescription Drug Monitoring Program, known as PMP Aware RX, is a database tool that medical professionals use to improve patient care by identifying potentially hazardous or fatal drug interactions. As a responsible healthcare provider, our goals include safe prescribing and reducing drug abuse and diversion. Prior to writing any controlled substance, and at every follow-up appointment when that controlled substance is refilled, our providers will enter client data into this secure database to ensure treatment compliance and safety is upheld. Patients that are suspected of diverting medications, taking medications not as prescribed, or practicing high risk behavior may be dismissed from the practice.

## Drug Screens

PMW reserves the right to regularly require drug screens. Consequences of finding illicit or non-prescribed substances in these drug screens may result in events including, but not limited to, client dismissal or the involvement of law enforcement. Fees may apply to drug screens that are the client responsibility.

Routine and random drug screens ordered by your provider are to be completed at each request. PMW does not discriminate against certain clients based on gender, appearance, ethnicity, background, diagnosis, past

history of drug use, past history of arrest, past history of treatment non-adherence, among others. Drug screens are ordered by our providers to ensure patient safety is maintained as the use of illicit drugs or the act of taking medications not prescribed by our providers poses a threat to not only the integrity of the relationship between our clients and their provider but also to overall safety. If a client is found to be dishonest regarding the use of illicit substances, is found to be selling or distributing prescribed medications that are prescribed by our physicians, or is not adhering to treatment about illicit substance use against the professional advice of our staff, PMW reserves the right to terminate the client from our services and make appropriate referrals to facilities that our providers feel are better equipped to treat the client or law enforcement personnel. Efforts will be made to bill the client's insurance for reimbursement of these drug screens, but in the event that a client's insurance does not cover the cost of the test, we will charge a fee of no less than \$35.00 to cover the cost associated.

### Financial and Payment Overview

PMW is committed to providing you and your family with the best possible care for ADHD. In order to foster transparency and trust, we have outlined our financial policies and procedures below. Let us know if you have any questions about our fees and this policy. PMW will bill your insurance carrier for services provided as a courtesy to you. We require that you disclose all insurance information, including primary and secondary insurance, as well as any changes of insurance information in order to properly bill your insurance company. Failure to provide complete insurance information may result in patient responsibility for the services provided. Regardless of the provider's network status, certain insurance companies may not cover billed services.

### Self-Pay and Reduced Self-Pay Fee Schedule

- Initial appointment self-pay rate - \$250.00
- Initial appointment, reduced self-pay rate- \$200.00
- Follow Up Appointment self-pay rate - \$125.00
- Follow Up Appointment, reduced self-pay rate - \$100.00

We understand that financial problems may affect timely payment, so we encourage you to communicate any such problems to us so that we may assist you in keeping your account in good standing.

You are responsible for any charges not covered by your insurance company up to the reduced self-pay fee rate for each date of service. Although we may estimate what your insurance company may pay, it is your insurance company that makes the final determination of your eligibility and the amount they will hold you personally financially accountable for. You, as the client, are the responsible party, so please understand that payment for all services, which include unpaid balances, deductibles, copayments, or other non-covered services as set by your insurance carrier are due 1-2 business days prior to your appointment. We accept Visa, MasterCard, Discover, and American Express credit/debit, FSA and HSA cards. Please note that payments made will have a credit card processing fee each time a transaction is made in the amount of \$3.75 for any amount up to \$100.00 and \$5.00 for any amount over \$100.00. We do not accept personal checks. Credit and debit card information is processed in a secure, point-to-point encrypted device and is stored in a secure online platform. Clients are required to have a valid credit card on file with PMW at all times.

If you we are not able to verify the amount you will owe for services we will charge your card the reduced self-pay rate for each appointment. Most insurances require clients to pay deductibles, copay and coinsurances for each appointment. The financial responsibility applied to you by your insurance may be higher than our reduced self-pay rate. To offer consistent affordable services, PMW will reduce your personal financial responsibility to our reduced self-pay rate if payment if made prior to service or immediately upon your insurance processing your claim that applies a personal financial responsibility to the client. Your responsibility will never exceed the reduced self-pay rate when paid prior to services or when your insurance processing your claim.

If the staff of Pathway Mental Wellness attempts to run a payment using a method provided by the client, and the payment declines, staff will reach out to the client so that a valid form of payment can be processed. If no updated payment method is provided within 1-2 business days prior to your appointment, your appointment may be considered canceled, and the associated fees for cancellation will apply. Any unpaid balances must be paid in order to schedule future sessions.

We will collect no less than \$100 for initial appointments and \$50.00 for follow up appointments unless a different known amount is evident. This amount can be credited to your account if your visit processes through your insurance for less than this amount paid by you.

If you are not able to pay in full 1-2 business days prior to service, you must contact our staff 48 business hours prior to your appointment to make arrangements. If no advance notice is given, PMW reserves the right to run payment for up to the reduced self-pay rate for each appointment 1-2 business days before your appointment.

Receipts are sent out upon request only. Your insurance EOB serves as a statement of amount owed for services.

PMW reserves the right to run payments when there is a remaining balance on the account at any time, using the card(s) on the file. Any outstanding balance on a client's account will be automatically collected unless other payment arrangements have been made and agreed to by PMW.

If a debit or credit card charge is ever disputed and PMW is not found to be in error, there will be a \$60 surcharge added to your account to cover the time spent by our staff plus any fees that PMW may have had as a result of the dispute. By agreeing to these policies and procedures, you are consenting to be held responsible for any charges made on your account as outlined above. Any discrepancy must be communicated to our staff and not disputed in order to avoid the surcharge.

Client authorizes the release of any payment and medical information necessary to process the client claim (or family member's) insurance claim and related claims. Client authorizes payment directly to PMW of the insurance benefits otherwise payable to the client for all professional services. Client authorizes PMW to keep the client credit card securely stored on file for future appointment costs or related charges.

## Record and Letter Requests

Requests for records and other documentation from the client record will be provided upon request to the client or their authorized representative. In addition, printed copies can be made available to another provider at the client's request as long as a release of information has been signed. Records will not directly be provided to any party other than the client or their authorized representative to ensure client confidentiality. The following fees apply and must be paid in advance. Please allow a minimum of 7 business days for records to be prepared. For a release of records via email or fax, for personal reasons or otherwise, a flat \$35.00 administrative fee will be required before the sending of records. For record requests related to disability, the following fees will be applicable based on the number of pages and fees as dictated by the state of South Carolina:

- **First 30 pages** - \$0.65 per page
- **Beyond 30 pages** - \$0.50 per page
- **Clerical Fee** - \$25.00
- **Max Fee per request** - \$150.00

HIPAA policy dictates that providers may charge a reasonable fee as defined by state regulations (see above table for South Carolina regulations). While a "handling" fee related to the processing or retrieval of medical records is illegal, a per-page fee will apply to records released by PMW. This excludes HITECH records requests per federally mandated law.

## Court Involvement or Legal Document Processing

PMW is unable to provide expert testimony or make any other court-related appearances related to your participation in our services. If your provider is compelled to attend court on your behalf by a court order or subpoena, please note that we have a separate fee schedule for all time, services, and documentation that is required as a result of a court order or subpoena. A \$2,500 retainer is required, paid in advance, to cover initial fees, in addition to the fees as listed below:

- **In-person hourly rate** - \$600/hr., 1 hr. minimum
- **Collateral contact hour rate** (includes texts, phone calls & letter writing) - \$250/hr., 1 hr. minimum
- **Legal Record Requests** - See Records Requests Fees Above

## Letters and Forms

Any letter written will be approved only at the discretion of the provider. A standard \$35 administrative fee applies for all letters requested to be completed in a standard time frame of 5 business days; letters needed within less than five business days or requiring extensive paperwork have a fee of no less than \$50 if we agree to provide a letter.



At times, our providers are asked to write a letter or complete a form on behalf of our clients, including confirmation of medication letters and general clinical letters. If this request is made, it is up to the discretion of the provider whether or not this letter will be completed by our office. Please allow seven or more business days for this request to be completed. A provider must approve and sign all letters before they can be sent. For all letters, a flat \$35.00 fee will be charged for each page. For expedited letter requests (less than 48 hours), there will be a \$50 charge for each page. While PMW providers do have a written practice agreement with a physician in accordance with South Carolina law, the physician has no responsibility to sign off on paperwork requiring a signature from an M.D. This is not in their scope of practice with PMW. In the event that a signature from an M.D. is required for a client's paperwork, PMW accepts no responsibility for the financial obligation owed to PMW for any fees associated with the costs incurred by the client for PMW services.

## Disability Claims

We are often asked if we are able to complete disability claims or disability paperwork. PMW has the following policy regarding disability claims: PMW will NOT process disability and FMLA Paperwork of any type.

## Privacy Policy

Psychiatric medical records and your care are confidential, except in two specific instances: Our providers are required by law to report suspected child abuse and also required by law to provide information to others in order to protect someone you threaten to harm. Also, the use of recording devices during your interactions and appointments with PMW staff or providers is prohibited unless approved in advance and in writing. Violators are subject to termination or legal action as our client's safety and privacy is of the utmost concern.

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

The Health Insurance Portability and Accountability Act of 1996 HIPAA requires health plans to notify plan participants and beneficiaries about its policies and procedures to protect the confidentiality of their health information (45 Code of Federal Regulations parts 160 and 164. This document is intended to satisfy HIPAA's notice requirement with respect to all health information created, received, or maintained by PMW. The regulations will supersede any discrepancy between the information in this notice and the regulations. PMW needs to create, receive, and maintain records that contain health information about you to administer health care and mental health services.

PMW may use and disclose health information about you as authorized by HIPAA.

PMW remains HIPAA-compliant but must abide by the law to report threats. Our providers are legally required to report suspected child abuse and expressions of intent to harm or endanger others. PMW will protect confidential health information that identifies you or could be used to identify you and relates to a physical or mental health condition or the payment of your health care expenses. This individually identifiable health information is known as "protected health information" PHI. Your PHI will not be used or disclosed without written authorization from you, except as described in this notice or as otherwise

permitted by federal and state health information privacy laws. PMW is required by law to make sure that health information that identifies you is kept private, make available to you this notice of PMW legal duties and privacy practices with respect to health information about you, and follow the terms of the notice that is currently in effect.

PMW may use and disclose your PHI without your written authorization: For Treatment. PMW may disclose your PHI to a healthcare provider who renders treatment on your behalf. For example, if you are unable to provide your medical history as the result of an accident, Pathway Mental Wellness may advise an emergency room physician about the types of prescription drugs you currently take. For Payment. PMW may use and disclose your PHI so that claims for health care treatment, services, and supplies you receive from health care providers may be paid according to the terms of Pathway Mental Wellness. For example, PMW may receive and maintain information about the mental health care you received to enable PMW to process a claim for reimbursement of medical expenses incurred on your behalf. For Health Care Operations. PMW may use and disclose your PHI to enable it to operate or operate more efficiently. For example, PMW may use your PHI for case management or to perform population-based studies designed to reduce health care costs. In addition, PMW may use or disclose your PHI to conduct compliance reviews, audits, actuarial studies, and/or for fraud and abuse detection. PMW may remove information that identifies you from health information disclosed to PMW may disclose your PHI to designated medical personnel so they can carry out their clinical or outside sources so it may be used without outside sources learning who the specific participants are. To PMW staff for administrative functions, including the uses and disclosures described in this notice. These individuals will protect the privacy of your health information and ensure it is used only as described in this notice or as permitted by law. To a Business Associate. Certain services are provided to PMW by third-party administrators known as "business associates." For example, PMW may input information about your health care treatment into an electronic claims processing system maintained by the business associate so your claim may be paid. This process necessitates that PMW disclose your PHI to its business associate so it can perform its claims payment function. However, PMW will require its business associates, through contract, to appropriately safeguard your health information. Treatment Alternatives. PMW may use and disclose your PHI to tell you about possible treatment options or alternatives that may be of interest to you. Health-Related Benefits and Services. PMW may use and disclose your PHI to tell you about health-related benefits or services that may be of interest to you. Individual Involved in Your Care or Payment of Your Care. PMW may disclose PHI to a close friend or family member involved in or who helps pay for your health care. PMW may also advise a family member or close friend about your condition, your location (for example, that you are in the hospital), or death as required by law. PMW will disclose your PHI when required to do so by federal, state, or local laws, including those that require the reporting of certain types of wounds or physical injuries. To the Secretary of the Department of Health and Human Services (HHS). PMW may disclose your PHI to HHS for the investigation or determination of compliance with privacy regulations.

PMW may also use or disclose your PHI under the following circumstances:

**Lawsuits and Disputes.** If you become involved in a lawsuit or other legal action, PMW may disclose your PHI in response to a court or administrative order, a subpoena, warrant, discovery request, or other lawful due process.

**Law Enforcement.** PMW may release your PHI if asked to do so by a law enforcement official, for example, to identify or locate a suspect, material witness, or missing person or to report a crime, the crime's location or victims, or the identity, description, or location of the person who committed the crime.

**Worker's Compensation.** PMW may disclose your PHI to the extent authorized by and to the extent necessary to comply with worker's compensation laws and other similar programs.

**Military and Veterans.** If you are or become a member of the U.S. armed forces, PMW may release medical information about you as deemed necessary by military command authorities.

**To Avert Serious Threat to Health or Safety.** PMW may use and disclose your PHI when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

**Public Health Risks.** PMW may disclose health information about you for public health activities. These activities include preventing or controlling disease, injury, or disability; reporting births and deaths; reporting child abuse or neglect; or reporting reactions to medication or problems with medical products or to notify people of recalls of products they have been using.

**Health Oversight Activities.** PMW may disclose your PHI to a health oversight agency for audits, investigations, inspections, and licensure necessary for the government to monitor the health care system and government programs.

**Research.** Under certain circumstances, PMW may use and disclose your PHI for medical research purposes.

**National Security, Intelligence Activities, and Protective Services.** PMW may release your PHI to authorized federal officials: 1 for intelligence, counterintelligence, and other national security activities authorized by law and 2 to enable them to provide protection to the members of the U.S. government or foreign heads of state or to conduct special investigations.

**Organ and Tissue Donation.** If you are an organ donor, PMW may release medical information to organizations that handle organ procurement or organ, eye, or tissue transplantation or to an organ donation bank to facilitate organ or tissue donation and transplantation.

**Coroners, Medical Examiners, and Funeral Directors.** PMW may release your PHI to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or to determine the cause of death. PMW may also release your PHI to a funeral director, as necessary, to carry out their duty.

## Your Rights Regarding Your Health Information

Your rights regarding the health information PMW maintains about you are include:

**Right to Inspect and Copy.** You have the right to inspect and copy your PHI. This includes information about your plan eligibility, claim and appeal records, and billing records, but does not include psychotherapy or subjective history of the present illness sections of notes. To inspect and copy health information maintained by PMW, submit your request in writing. PMW may charge a fee for the cost of preparing, copying, emailing, faxing, and/or mailing your request. In limited circumstances, PMW may deny your request to inspect and copy your PHI. Generally, if you are denied access to health information, you may request a review of the denial.

**Right to Amend.** If you feel that the health information PMW has about you is incorrect or incomplete, you may ask to amend it. You have the right to request an amendment for as long as the information is kept by or for PMW. To request an amendment, send a detailed request in writing to the administrative staff. You must provide the reason(s) to support your request. PMW may deny your request if you ask to amend health information that was: accurate and complete, not created by PMW; not part of the health information kept by or for PMW; or not information that you would be permitted to inspect and copy.

**Right to an Accounting of Disclosures.** You have the right to request an "accounting of disclosures." This is a list of disclosures of your PHI that PMW has made to others, except for those necessary to carry out health

care treatment, payment, or operations; disclosures made to you; disclosures made prior to this effective date; or in certain other situations. To request an accounting of disclosures, submit your request in writing to the administrator. Your request must state a time period, which may not be longer than six years prior to the date the accounting was requested.

**Right to Request Restrictions.** You have the right to request a restriction on the health information Pathway Mental Wellness uses or discloses about you for treatment, payment, or health care operations. You also have the right to request a limit on the health information PMW discloses about you to someone who is involved in your care or the payment for your care, like a family member or friend. For example, you could ask that PMW does not use or disclose information about a surgery you had. To request restrictions, make your request in writing to the plan administrator. You must advise us: What information you want to limit; Whether you want to limit PMW use, disclosure, or both; and to whom you want the limit(s) to apply. **Note:** PMW is not required to agree to your request.

**Right to Request Confidential Communications.** You have the right to request that PMW communicate with you about health matters in a certain way or at a certain location. For example, you can ask that PMW send you an explanation of benefits (EOB form about your benefit claims to a specified address). To request this confidential communication, make your request in writing to the administration. PMW will make every attempt to accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

**Right to a Paper Copy of this Notice.** You have the right to a paper copy of this notice. You may write to the administration to request a written copy of this notice at any time.

## A Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of their authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child. Pathway Mental Wellness retains the discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

## Complaints

If you believe your privacy rights under this policy have been violated, you may file a written complaint with the plan administrator at the address listed below. Alternatively, you may file a complaint with the Secretary of the U.S. Department of Health and Human Services (Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington D.C. 20201), generally, within 180 days of when the act or omission complained of occurred. You will not be penalized or retaliated against for filing a complaint.

## Other Uses and Disclosures of Health Information

Other uses and disclosures of health information not covered by this notice or by the laws that apply to PMW will be made only with your written authorization. If you authorize PMW to use or disclose your PHI, you may revoke the authorization, in writing, at any time. If you revoke your authorization, PMW will no longer use or disclose your PHI for the reasons covered by your written authorization; however, PMW will not reverse any uses or disclosures already made.

## CARE NOT PROVIDED BY PMW

The safety and quality of care of our clients are PMW of high priority. We reserve the right to refer clients to other medical or mental health professionals if we feel the services that our client requires are beyond our scope of practice or specialty. Referrals are routinely made to other providers for medical or mental health reasons and can extend to other providers, including psychiatrists, nurse practitioners, physician's assistants, social workers, and therapists. In the event that a referral results in a discharge from our care, PMW will assist in the process of transferring records to the new facility or provider to ensure a smooth transition upon request.

Although we support and encourage our clients to pursue this, as we believe the best results in mental health come from a combination of pharmacology and psychotherapy, PMW assumes no responsibility for therapy or related services provided elsewhere. Furthermore, PMW expects our clients to keep their psychiatric prescribing provider apprised of significant changes in their condition or treatment. The client must also sign a release of information to allow the psychotherapist and the psychiatric prescribing provider to consult.

The client agrees to participate in adjunctive management programs such as: psychological testing, counseling therapy, behavioral modification, school based interventions, and/or job modifications if recommended by provider. This may include:

**Group Referrals:** Referrals are routinely made to other providers for additional psychiatric care or other medical reasons. Our office may assist with the transition of care by sending records to facilitate consistent care when requested if the request includes a release of information signed by the patient and sent by the referral source on the behalf of the patient or by the patient. The records will be sent to the referral provider. **Therapy:** Our providers may refer you to therapy depending on your situation.

**Outside Services:** PMW is not responsible for medications, procedures, or services provided by other offices or providers. It is crucial to inform your provider of any additional medications or changes to your regimen.

## CONSENT FOR TREATMENT

Pathway Mental Wellness abides by the policies of HIPAA and remains compliant to their standards. Below are specifics about the consent for your treatment and the confidentiality therein.

### Informed Consent for Treatment

This consent is voluntary and can be withdrawn by me at any time. The purpose of any appointment with a PMW provider is to allow for assessment, medication management, and various forms of therapy to allow me to reach or maintain my goals for treatment.

I understand that an assessment conducted by PMW providers will be for the purpose of assessing, evaluating, and treating ADHD, which will include therapy techniques and may include medication options or other treatment options as developed and prescribed by PMW providers. Some mental disorders can have medical or biological origins and may require a consultation with other providers.

I understand that some treatment recommendations may be addressed during the initial appointment. Once the assessment is complete and an initial treatment plan has been formulated, I will be given the opportunity to review and discuss with the provider the results of the assessment, the nature of the condition, and any treatment recommendations, including alternatives to these recommendations.

## ADDITIONAL DISCLAIMERS AND CHANGES TO THIS NOTICE

PMW reserves the right to change this notice at any time and to make the revised or changed notice effective for health information PMW already has about you, as well as any information PMW receives in the future. PMW will post a copy of the current notice and any revised version on the policies and procedures section of the company's website. The client agrees to review the policies and procedures no less than monthly and prior to scheduling an appointment, as well as no later than 3 business days prior to any scheduled appointment. If the client does not agree to the current policies and procedures, it is the client's responsibility to cancel any appointments made prior to 48 business hours of an appointment. All fees associated with canceling an appointment will apply if done less than 48 business hours prior to an appointment.

## AGREEMENT

All clients are required to read, agree to, and abide by the policies and procedures of PMW prior to submitting a self-referral and receiving services regardless of intellectual capacity, diagnostic presentation, age, or other such similar factors that are not mentioned as the safety of our staff and clientele is the number one priority for the PMW. By signing this document, you affirm that you understand and agree to the aforementioned policies and procedures. Thank you for your belief in us as a practice and for your continued understanding. We will always seek to improve how we serve our clients.

By electronically signing, the client agrees to all the terms and requirements of these policies and procedures.

I have read, understand, and agreed to all Patient Policy and Procedures.