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Valdosta, GA 31602

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www.enspirecounselingandwellness.com

Clinician-Patient Agreement, Financial Responsibility, & Overview of Policies and Procedures

EnSpire Counseling & Wellness, LLC is a business facility where several mental health professionals and therapists' practice. **Your contract for services is with your current counselor/therapist and/or nurse practitioner and may also include collaborative services of multiple providers/therapist(s) affiliated with and/or in collaboration with EnSpire Counseling & Wellness, LLC.**

Rights and Risks:

- You may ask questions about any aspect of the counseling and psychiatric medication evaluation process.
- If you have been referred by a court or state agency, you have the right to divulge only what you want to be included in a report.
- Therapy and psychiatric medication services are most effective when you are open, engaged, and can speak honestly about your emotions, experiences, and symptoms.
- Therapy including psychiatric medication services may include talking about emotionally provoking subjects and scenarios.

Confidentiality:

- Information shared by you in session will be kept confidential.
- Information will not be released without your written consent, except for professional consultation if needed and unless required by law.
- Medical provider(s)/therapist(s) are required by law to disclose information pertaining to suspected and/or disclosed child abuse, elder abuse, and/or threatened harm to oneself or others.
- The court may subpoena medical and/or counseling records.
- It is understood that information regarding treatment, diagnosis, and/or billing concerns may be provided to an insurance company and/or appropriate billing agency/person in relation to filing insurance, billing for services, and financial transactions related to services.
- You may want to discuss further limits or exceptions of confidentiality.

Appointments:

- All office visits are by appointment and may be scheduled through the office front staff and/or your mental health provider directly.
- Reminder appointment(s) via messaging are sent within 48 hours of your scheduled appointment(s).
- Please arrive on time, as you use up your own time when you arrive late for an appointment. The usual length of an appointment with the therapist is **45-55 minutes** (depending on specific insurance requirements/regulations and clinical treatment plan).
- **Late cancellation (less than 24 hours before) and/or no-show appointments are billed to the client in the amount of \$50.00.** In the case of illness, please notify us no later than 9:00 a.m. the day of the appointment. Please leave a message if you get voicemail. If your appointment is cancelled or missed, contact the office for a new appointment time. Insurance companies will not pay for no-show charges, late cancellation charges, or for telephone consultations. Therefore, your card on file will be charged for late cancellations and/or no-show appointments.

Fees:

- The client portion (co-pay) of fees is expected at the time of service.
- Your health insurance may help you recover some of your counseling costs. Most group policies, but few individual policies cover outpatient psychotherapy. Please verify with your company the amounts of coverage for outpatient psychotherapy by licensed professionals. If your policy requires preauthorization to receive services, it is your responsibility and needs to be handled prior to your first visit. Please contact our office manager if you have any questions or concerns regarding your benefits and/or costs.
- Insured clients are expected to take care of their fees as services are rendered. Our office will bill your insurance company for services provided. You will receive a statement each month reflecting any balance due on your account. This office cannot accept responsibility for collecting your insurance claims or for negotiating a settlement on a disputed claim. You are responsible for payment (and insurance claims) on your account. ***Failure to pay your part may jeopardize your benefits. Copays are not negotiable.***
- Clients paying on a cash basis, and not billing any insurance company are expected to pay in full at time of service unless a payment plan has been previously arranged.
- Except in the case of minors or when other arrangements are made, the person receiving the counseling service is financially liable.
- Accounts become delinquent after thirty (30) days. ***Accounts 120 days in arrears will be turned over to a collection agency.***
- It is understood that any change in my financial situation will be discussed with the billing coordinator and/or provider. In the event you find it necessary to change mental health providers and require records to be sent from **EnSpire Counseling & Wellness, LLC** your account will need to be paid in full.

Emergencies:

During business hours, please contact **EnSpire Counseling & Wellness, LLC** at (229) 262-1000. If you receive the office voice mail, please leave a message for your personal mental health provider providing specific details regarding the potential crisis. Your counselor/therapist/nurse practitioner may be on the phone, in therapy with someone else, or out of the office. In a crisis and/or if your provider/therapist cannot be reached and/or it is after business hours, please contact **988, 911, the 24-hour Georgia Crisis and Access Line (GCAL) at 1-800-715-4225 or go immediately to your local hospital emergency room.**

I have read, understand and agree to the above policies. I have been offered a copy of these policies to take with me if desired. I hereby authorize **EnSpire Counseling & Wellness, LLC**, and my mental health provider to release any information acquired in the course of my therapy to my insurance company (if client is a minor, parent, or guardian sign). I understand my insurance coverage is a relationship between me and my insurance company, and I agree to accept financial responsibility for payment of charges incurred. I understand that a re-billing fee/financial charge complying with Georgia State Law will be applied to any overdue balance, and in the event of non-payment, I will bear the cost of collection and/or court costs and reasonable legal fees should this be required. I agree to pay all co-payments and/or balances prior to services rendered. I have read and/or received a copy of **EnSpire Counseling & Wellness, LLC's** Privacy Policy.

CONSENT TO TREATMENT

You are about to take a very important step for your mental health and overall wellness. We are humbled you are allowing EnSpire to be a part of your journey in obtaining optimal wellness. Please be advised you are seeking services from a mental health professional.

As your mental health provider, we are entering a protected relationship. Treatment may involve a multidimensional approach, including collaboration with family members or other professionals. As a result, consent is needed for all individuals attending sessions.

We are treating you and will do our best to provide you with an accurate diagnosis and develop a comprehensive treatment plan that will address you as a whole person. As a result, we may recommend alternate therapies and other wellness practices. This is part of the service provided by a mental health professional.

Please note that all mental health providers at EnSpire Counseling & Wellness are independent providers. They are NOT EMPLOYED by EnSpire Counseling & Wellness. Therefore, EnSpire Counseling & Wellness will not be held responsible for the actions of the independent mental health providers.

With your consent, we can collaborate with your primary care physician and/or other professionals to ensure coordination of care. Please understand therapy is most effective when you can speak honestly and openly with your therapist.

I understand that a release of information will be required for any individual with whom I incorporate into my sessions or with whom my therapist speaks on my behalf.

As a client of EnSpire Counseling & Wellness, LLC, you have the right for your confidentiality to be respected. We will not share any information about you or services you receive. The exceptions to confidentiality are:

- 1.) Suspicion or knowledge of child abuse or elder abuse including sexual, physical, mental abuse or neglect.
- 2.) We have a duty to protect anyone we suspect is in danger of killing themselves.
- 3.) Threats made to hurt someone else.
- 4.) When records are summoned by subpoena.

I understand the limitations of confidentiality and the reasons for which it may be violated.

In the event of treatment for a child/adolescent, I acknowledge that pertinent therapeutic information may be shared with the parent/guardian in order to provide the best services. If there is any concern of harm, suicide, or other dangerous behavior parents/guardians will be notified immediately.

I understand to maximize therapeutic effect; frequent appointments may be required. Clients who are inactive and/or not seen for 12 months (or a significant period) may be required to complete a new evaluation and assessment prior to renewing services.

I understand I am seeking treatment with EnSpire Counseling & Wellness, LLC and consent to take an active role in my treatment.

I understand that if I attend group services at EnSpire Counseling & Wellness, LLC, the boundaries of confidentiality remain, and I agree to respect the confidentiality for all other group members. I also agree EnSpire Counseling & Wellness, LLC is not liable in the event a group member breaks confidentiality.

I understand developing a treatment plan with my provider and regularly reviewing our work toward the treatment goals are in my best interest. I agree to play an active role in the process.

In order to provide me with the best possible services, I understand my counselor/therapist may request that I consent to a drug screen. This may be done in the office via urine screen or through hair follicle testing.

I understand no promises or guarantees are made to me regarding the results of treatment or any services provided by EnSpire Counseling & Wellness, LLC. I acknowledge the counseling process can be painful and involve difficulties and risks. Therapy may include talking about emotionally provoking subjects and scenarios. I hold EnSpire Counseling & Wellness, LLC free from any liability.

I am aware I am entering into a voluntary treatment agreement with EnSpire Counseling & Wellness, LLC and understand I may stop services at any time.

I understand if I am seeking treatment as a result of an order or recommendation of a court order, child protective custody, etc. and discontinue services prior to completion, my referring source will be notified. I also acknowledge if I have been mandated for services by a court or other state agency, I have the option to disclose only what I am comfortable being documented in the report.

I am aware if I attempt to contact my provider through phone, e-mail, text, or other form of communication over the Internet, there is a risk that the information is not completely secure. In the event my information is intercepted, EnSpire Counseling & Wellness, LLC is not responsible for the breach of patient privacy.

No Show, Late Cancellation and Co-payment Policy

1. I understand I will be charged a **LATE CANCELLATION fee of \$50** if I fail to give at least 24-hour notice prior to cancelling my appointment. (Exceptions may be made *with proof of emergency*, at the discretion of your provider).
2. I understand I will be charged a **NO-SHOW fee of \$50** if I fail to show for my appointment. If late cancellations and/or no-show appointments occurs three or more times, I may be discharged from the practice.
3. I understand I am responsible for knowing my co-payment and deductible amount. I am aware of my co-payment per session for services rendered.
4. I understand the above charges are an out of pocket expense and my insurance carrier (if applicable) will not cover these charges.
5. I understand most therapy sessions last between 45-55 minutes. I understand if I am late to the appointment, the session will still end at the allotted time. By signing this, I am agreeing to the above stated terms and stipulations regarding the services I receive from this therapist.

Payment Consent Form

I authorize EnSpire Counseling & Wellness, LLC. to charge my credit/debit/health account card for professional services cancelled with less than 24 hours before my scheduled appointment. If I do not cancel before 24 hours, I recognize that EnSpire Counseling & Wellness, LLC will charge my card as a late cancel or no show if I do not show up for the appointment. The no show or late cancellation charges are **\$50.00 per session**.

I agree for a credit card/debit card to be kept on file. I may modify said card's information by contacting the billing coordinator. I understand the office will provide me with an itemized receipt upon request for all charges.

I verify the credit/debit card information provided is accurate to the best of my knowledge and agree to notify the office in the event this information changes. If this information is incorrect, fraudulent or if my payment is

declined, I understand I am responsible for the entire amount owed and any interest or additional costs incurred if denied. I also understand by signing and initialing this form all delinquent balances will be sent to collections.

EnSpire Counseling & Wellness, LLC stores all financial information electronically and no physical information will be kept in the office.

“GOOD FAITH ESTIMATE” POLICY

“Right to Receive a Good Faith Estimate of Expected Charges” Under the No Surprises Act

Under Section 2799B-6 of the Public Health Service Act, health care providers and health care facilities are required to inform individuals who are not enrolled in a plan or coverage or a Federal health care program, or not seeking to file a claim with their plan or coverage **both orally and in writing** of their ability, upon request **or** at the time of scheduling health care items and services, to receive a “Good Faith Estimate” of expected charges.

You have the right to receive a “Good Faith Estimate” explaining how much your mental healthcare will cost.

Under the law, health care providers need to give **patients who don’t have insurance or who are not using insurance** an estimate of the bill for medical items and services.

- You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency items or services. This includes related costs like medical tests, prescription drugs, equipment, and hospital fees.
- Make sure your health care provider gives you a Good Faith Estimate in writing at least 1 business day before your medical service or item (exigent circumstance is an urgent or crisis situation). You can also ask your health care provider, and any other provider you choose, for a Good Faith Estimate before you schedule an item or service.
- If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill.
- Make sure to save a copy or picture of your Good Faith Estimate.

For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises or call our office at 229-262-1000.

What is “balance billing” (sometimes called “surprise billing”)?

When you see a doctor or other health care provider, you may owe certain out-of-pocket costs, such as a copayment, coinsurance, and/or a deductible. You may have other costs or have to pay the entire bill if you see a provider or visit a health care facility that isn’t in your health plan’s network.

“Out-of-network” describes providers and facilities that haven’t signed a contract with your health plan. Out-of-network providers may be permitted to bill you for the difference between what your plan agreed to pay and the full amount charged for a service. This is called “balance billing.” This amount is likely more than in-network costs for the same service and might not count toward your annual out-of-pocket limit.

“Surprise billing” is an unexpected balance bill. This can happen when you can’t control who is involved in your care—like when you have an emergency or when you schedule a visit at an in-network facility but are unexpectedly treated by an out-of-network provider.

You are protected from balance billing for:

Emergency services

If you have an emergency medical condition and get emergency services from an out-of-network provider or facility, the most the provider or facility may bill you is your plan’s in-network cost-sharing amount (such as copayments and coinsurance). You can’t be balance billed for these emergency services. This includes services you may get after you’re in stable condition, unless you give written consent and give up your protections not to be balance billed for these post-stabilization services.

You’re never required to give up your protections from balance billing. You also aren’t required to get care out-of-network. You can choose a provider or facility in your plan’s network.

When balance billing isn’t allowed, you also have the following protections:

- You are only responsible for paying your share of the cost (like the copayments, coinsurance, and deductibles that you would pay if the provider or facility was in-network). Your health plan will pay out-of-network providers and facilities directly.
- Your health plan generally must:
 - Cover emergency services without requiring you to get approval for services in advance (prior authorization).
 - Cover emergency services by out-of-network providers.
 - Base what you owe the provider or facility (cost-sharing) on what it would pay an in-network provider or facility and show that amount in your explanation of benefits.
 - Count any amount you pay for emergency services or out-of-network services toward your deductible and out-of-pocket limit.

If you believe you’ve been wrongly billed, you may contact or visit <https://www.cms.gov/nosurprises> for more information about your rights under federal law.

Disclaimer

This Good Faith Estimate shows the costs of items and services that are reasonably expected for your mental healthcare needs for an item or service. The estimate is based on information known at the time the estimate was created.

The Good Faith Estimate does not include any unknown or unexpected costs that may arise during treatment. You could be charged more if complications or special circumstances occur. If this happens, federal law allows you to dispute (appeal) the bill.

If you are billed for more than this Good Faith Estimate, you have the right to dispute the bill.

You may contact the health care provider or facility listed to let them know the billed charges are higher than the Good Faith Estimate. You can ask them to update the bill to match the Good Faith Estimate, ask to negotiate the bill, or ask if there is financial assistance available.

You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS). If you choose to use the dispute resolution process, you must start the dispute process within 120 calendar days (about 4 months) of the date on the original bill.

There is a \$25 fee to use the dispute process. If the agency reviewing your dispute agrees with you, you will have to pay the price on this Good Faith Estimate. If the agency disagrees with you and agrees with the health care provider or facility, you will have to pay the higher amount.

To learn more and get a form to start the process, go to www.cms.gov/nosurprises or call our office at 229-262-1000.

For questions or more information about your right to a Good Faith Estimate or the dispute process, visit www.cms.gov/nosurprises.

Keep a copy of this Good Faith Estimate in a safe place or take pictures of it. You may need it if you are billed a higher amount.

CONSENT FOR TELEHEALTH/TELETHERAPY POLICY

PURPOSE: To ensure all clients understand their rights to privacy and confidentiality with Telehealth/Teletherapy.

POLICY: It is the policy of EnSpire Counseling & Wellness to explain privacy, confidentiality, and the process to all clients utilizing Telehealth/Teletherapy.

Clinicians/providers shall adhere to following measures:

- Ensuring the provider room door is closed whenever a client is receiving services through telehealth/teletherapy
- Ensuring that all video equipment is set up and working properly
- Ensuring that all video equipment is set not to answer calls when already in videoconferences
- Ensuring that the clinical video equipment is password-protected
- Ensuring that the clinician/provider adheres to and follows processes related to telehealth/teletherapy in accordance with our agency's EHR.
- All individuals present in the room are identified and must be approved by the client

Clinicians/providers will adhere to federal, state, and regulatory laws and standards governing confidentiality and disclosure of protected health information including the federal laws governing substance abuse records and the Health Insurance Portability and Accountability ACT (HIPAA).

I understand that "telehealth/teletherapy" includes the practice of mental health care delivery, diagnosis, consultation, treatment, counseling, transfer of medical data, and education using interactive audio, video, or

data communications. I understand that telehealth also involves the communication of my medical/mental health information, both orally and visually, to health care practitioners/clinicians located in Georgia.

Due to changes in certain insurance policies related to reimbursement and requirements, we are modifying our teletherapy policy at ECW effective January 1, 2023.

The self-pay rate for Teletherapy is increasing to \$75.00 per therapy session effective January 1, 2023.

In addition, if you have been filing your insurance for teletherapy services, your individual provider will discuss if your therapy sessions effective January 1, 2023 will continue under insurance or if they will need to switch to self-pay for teletherapy sessions.

I understand that I have the following rights with respect to telehealth/teletherapy:

I have the right to withhold or withdraw consent at any time without affecting my right to future care or treatment or risking the loss or withdrawal of any program benefits to which I would otherwise be entitled.

I understand that all confidentiality protection applies to telehealth/teletherapy. I also understand that my protected health information is private and confidential to the extent permitted by law.

I consent for my clinician/provider or his/her representative to make use of the assistance of other clinicians and facility staff, and may permit them to order or perform all or part of the assessment and that he/she may permit them to have the same discretion in my assessment as him/herself.

I understand that if my clinician/provider believes I would be better served by another form of treatment or services (e.g. face-to-face services) I will be scheduled for in-office, face-to-face clinical appointments/services which can meet my need.

I understand that I have a right to access my medical information and copies of medical records in accordance with Georgia law and as followed by the practice's policies and procedures. I have read and understand the information provided above. I have had an opportunity to discuss it with staff/clinician(s) and all my questions have been answered to my satisfaction. I have been oriented to the use of the telehealth/teletherapy equipment and process.

SOCIAL MEDIA POLICY

This document outlines our office policy related to the use of Social Media. Please read it carefully to understand how our professionals conduct themselves on the Internet and the interaction you can expect between you and your provider. If you have any questions about anything in this policy, please discuss it with your provider or the office manager. You will be notified in writing of any changes made to this policy. Our primary concern is your privacy and maintaining a professional therapeutic relationship with our patients.

Emails, Cell Phones, Faxes, Mobile Devices

Secure and private communications cannot be guaranteed fully with the use of non-secure technology such as cell/smart phones, mobile devices, tablets, regular emails, or via our website. It is your right to decide whether you choose to use this type of non-secure technology and under what circumstances. Should you choose to contact any of our clinical staff using any type of non-secure technology, it will be considered implied consent (with your permission) that we respond and return messages in the same non-secure manner, and you agree to take the risk that such communication may be intercepted.

Please be advised that e-mails, the internet, and cell phones include risks of being accessed by unauthorized individuals. Risks include others overhearing your conversations, e-mails being sent to the wrong recipient, messages may be viewed by others on your cell phone, and notification services may indicate your location.

EnSpire Counseling & Wellness, LLC maintains all e-mails, and although confidential, they can be read by system administrators of the internet service provider. EnSpire Counseling & Wellness, LLC does not use encryption in our email system, therefore, should you choose to contact us via email, we ask that you limit your communication to administrative issues only. Our fax is secure, and if you need to communicate clinical information, we ask you to do so by faxing us at 229-262-1085.

If you communicate confidential or private information via text or email, we assume you have made an informed decision and will view this as an agreement to take the risk and will honor your desire to communicate on such matters. We will not initiate contact via text or email without your consent or as stated above.

NEVER USE EMAIL, TEXT OR FAX FOR EMERGENCIES. Emails and faxes may not be checked daily. Due to computer network problems, emails may not be delivered or there may be a disruption in connection. In the event of an emergency, please call 911.

Social Media Networking Sites

Networking sites such as Facebook, Twitter, or LinkedIn are NOT secure. It could compromise your confidentiality to use wall posts, replies, or other means of engaging in conversation on these sites. Exchanges on social networking sites can become part of your legal medical record. This policy serves to notify you that being linked as friends or contacts on these sites can compromise your confidentiality, privacy, and the therapeutic relationship. As in any other public context, you have control over your own description regarding the nature of your acquaintances. If you choose to disclose information regarding your relationships with one of our clinical professionals, you acknowledge that you understand and accept the risk associated with using social networking. Please note that your provider will not accept "friend" requests from clients in order to protect the professional and therapeutic nature of our relationship.

Location Based Services

If you use location-based services on your cell mobile device, you may compromise your privacy while attending sessions in the office. Please ask your service provider if you are unaware of how to disable this setting.

Website

Our website www.enspirewellnessandcounseling.com is for general information purposes only and should not be used as a substitute for your mental health care and/or crisis intervention. Please note that the webpage is not a secure means of communicating clinical information and should be used for general and resource information only.

Search Engines

It is not a regular part of our practice to search for patients on Google, Facebook, and other search engines. Extremely rare exceptions may be made during times of crisis (in the event the counselor or therapist feel you are a danger to yourself or others) and all other means to contact you have been exhausted, a search engine may

be used to ensure your welfare. If this occurs, this will be fully documented in the clinical record and discussed with you at your next visit.

Business Review Sites

You may find our services on sites such as Yelp, Healthgrades, Yahoo Local, Bing, or other places which list businesses. Some of these sites include forums in which users rate their provider and add reviews or comments. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find our practice on any of these sites, please understand this is not a request for a testimonial, rating, or endorsement from you as a patient. You have the right to express yourself on any site, but due to confidentiality, we will not respond to any review on any of these sites whether it is positive or negative. You are urged to take your privacy as seriously as we take our commitment to your confidentiality. If you choose to write something on a business review site, keep in mind that you may be sharing personally revealing information in a public forum, and your provider may or may not see it.

Acknowledgement of Review of Social Media Policy

By signing below, you are indicating that you have read this document, understand your rights as a client and accept the responsibility as stated. You understand you may request a printed copy of the Social Media Policy and acknowledge that you understand this policy.

HIPAA DISCLOSURE & ACKNOWLEDGEMENT POLICY

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.

Contact EnSpire Counseling & Wellness, LLC at 3790 Old US Hwy. 41 N., Suite A, Valdosta, GA 31602, or call 229-262-1000 if you have questions about this notice.

Introduction

This notice of Privacy Practices ("Notice") describes how we may use and disclose medical information about you, referred to in this Notice as protected health information ("PHI"). This notice also describes your rights and certain obligations we have regarding the use and disclosure of PHI and a brief description of how you may exercise these rights.

I. We are required by law to maintain the privacy of your PHI and to provide you with this notice of our legal duties and privacy practices with respect to PHI. We are also required to comply with the terms described in the Notice currently in effect. We posted a copy of the current Notice in our office, EnSpire Counseling & Wellness, LLC at 3790 Old US Hwy. 41 N., Suite A, Valdosta, GA 31602.

II. How We May Use and Disclose Medical Information About You: We may use and disclose your PHI as described in each category listed below without obtaining written authorization from you. For each category, we will explain what we mean in general, but not describe all specific uses or disclosures of PHI.

For treatment: If you give us consent, we will use and disclose your PHI to provide and coordinate your health care and any related services, including the disclosure of PHI for treatment activities of another health care provider. For example, we may need to disclose information to a case manager who is responsible for coordinating your care. We may also disclose your PHI without authorization to another health care provider (i.e. emergency medical workers, your primary care physician or a laboratory) working outside of EnSpire Counseling & Wellness for purposes of your treatment. We may also disclose PHI about you to people outside of EnSpire Counseling & Wellness, such as family members, or others who provide services that are part of your care.

For Payment: If you give us consent, we will use and disclose your PHI in order to bill and collect payments for treatment and services provided to you. By way of example, we may disclose your PHI to permit your health plan to take certain actions before your health plan approves or pays for your services. These actions may include: making a determination of eligibility or coverage for health insurance; reviewing your services to determine if they were appropriately authorized or certified in advance of your care; reviewing your services to ensure the necessity and appropriateness of your care; reviewing your services to ensure the necessity and appropriateness of your care; justifying the charges for your care; or approving additional visits to your therapist. We may also disclose PHI to its business associates, such as billing companies and others that assist in processing health claims. We may also disclose PHI to other health care providers and health plans for payment activities of such providers or health plans.

For Health Care Operations: If you give us consent, we may use and disclose PHI about you for our health care operations. These uses and disclosures are necessary to run our organization and make sure that our consumers/patients receive quality care. These activities may include, by way of example, quality assessment and improvement, reviewing the performance or qualifications of our clinicians, training students in clinical activities, patient surveys, underwriting activities, compliance and risk management activities, licensing, accreditation, business planning and development, and general administrative activities. We may combine PHI of many of our consumers/patients to decide what additional services we should offer, what services are no longer needed, and whether certain new treatments are effective. We may disclose PHI to doctors, nurses, technicians, students, attorneys, consultants, accountants, and others for review and learning purposes, to help make sure we are complying with all applicable laws, and to help EnSpire Counseling & Wellness continue to provide quality health care to its patients. We may also disclose PHI to other health care providers and health plans for such entities' quality assessment and improvement activities, credentialing and peer review activities, and health care fraud and abuse detection or compliance, provided that such entity has, or has had in the past, a relationship with the patient who is the subject of the information. Individuals may request no disclosure to insurer if paid out of pocket. Therefore, insurers must comply.

Research. We may disclose your health information to researchers when their research has been approved by an institutional Review Board or a similar privacy board that has reviewed the research proposal and established protocols to ensure the privacy of your PHI.

As Required by Law and Law Enforcement: We will disclose the PHI about you when required to do so by applicable law or when ordered to do so in a judicial or administrative proceeding.

Incidental Disclosures: Some treatments occur in an open setting. For example, you may be offered group counseling or group education sessions. Other consumers/patients may see and overhear the interactions between you and the therapist or group leader. Disclosures that occur in such treatments are permitted without individual authorization. **To Avert a Serious Threat to health or safety:** We may use and disclose PHI about you to law enforcement personnel or other appropriate persons when necessary to prevent serious imminent threat to your health or safety or to the health or safety of the public or another person.

Public Health Activities: We may disclose PHI about you as necessary for public health activities including, by way of example, disclosures to report to public health authorities for the purpose of : preventing or controlling disease, injury or disability; reporting abuse and neglect as required by law; reactions to medications or product defects or problems; or notifying a person who may have been exposed to a communicable disease or who may be at risk of contracting or spreading a disease or condition.

Health Oversight Activities: We may disclose PHI about you to a health oversight agency for activities authorized by law. Oversight agencies include government agencies that oversee the health care system, government benefit programs such as Medicare or Medicaid, other government programs regulating health care and civil rights laws.

Coroners, Medical Examiners or Funeral Directors: We may provide PHI about a deceased consumer to coroners, medical examiners and funeral directors for the purpose of identifying deceased persons, to determine the cause of death in certain circumstances or as otherwise necessary for these parties to carry out their duties consistent with applicable law.

Military and Veterans: If you are a member of the armed forces, we may disclose your PHI as required by military command authorities. We may also disclose your PHI as required by military command authorities. We may also disclose your PHI for the purpose of determining your eligibility for benefits provided by the Department of Veterans Affairs. Finally, if you are a member of a foreign military service, we may disclose your PHI to that foreign military authority.

National Security and Protective Services for the President and Others: We may disclose PHI about you to authorized federal officials for intelligence, counterintelligence and other national security activities authorized. We may also disclose PHI about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state or so they may conduct special investigations.

Inmates: If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may disclose PHI about you to the correctional institutional or law enforcement official for treatment, payment, or for the protection of the health and safety of you or others or for the safety and security of the correctional institution.

Workers' Compensation: We may disclose PHI about you to comply with the state Worker's Compensation Law or similar laws.

Appointment reminders, Health related Benefits and Services, Marketing: We may use and disclose your PHI to contact you and remind you of an appointment at VPC or to inform you of treatment alternatives or other health related benefits and services that may be of interest to you. If you do not want us to provide you with information about health-related benefits and services, you must notify the **Privacy Officer (Office Manager) in writing at EnSpire Counseling & Wellness, LLC at 3790 Old US Hwy. 41 N., Suite A, Valdosta, GA 31602.**

Please state clearly that you do not want to receive materials about health-related benefit services. We may use and disclose your PHI to encourage you to purchase or use a product or service through a face-to-face communication or by giving you a promotional gift or nominal value.

Disclosure to you for HIPAA Compliance Investigations: We may disclose your PHI to you or to your personal representative and are required to do so in certain circumstances described below in connection with your rights of access to your PHI and to an accounting of certain disclosures of your PHI. We must disclose your PHI to the Secretary of the United States Department of Health and Human Services (the "Secretary") when requested by the Secretary in order to investigate EnSpire Counseling & Wellness, LLC's compliance with federal privacy regulations.

Disclosures to Individual Involved in your Healthcare or payment for your Healthcare: Unless you object, we may disclose your PHI to a family member, other relative, friend, or other person you identify as involved in your health care or payment for your health care. We may also notify these people about your location or condition. In addition, we may disclose PHI about you to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status and location.

III. Uses and Disclosures of Your Health Information with Your Permission:

Uses and disclosures not described in Section II of this Notice of Privacy Practices will generally only be made with your written permission, called an "authorization." You have the right to revoke an authorization in writing at any time. If you revoke your authorization, unless we have already taken an action relying upon the uses of disclosures you have previously authorized. You understand that we are unable to take back any disclosure already made with your permission, and that we are required to retain records of the treatment and services provided to you.

IV. Your Rights Regarding Your Health Information:

Right to Inspect and Copy: You have the right to request an opportunity to inspect or copy your PHI that we retain and use to make decisions about your care. Usually, this would include clinical and billing records. You must submit your request in writing to our **Privacy Officer (Office Manager) at EnSpire Counseling & Wellness, LLC at 3790 Old US Hwy. 41 N., Suite A, Valdosta, GA 31602.** If you request a copy of the information, we may charge a fee for the cost of copying and mailing associated with your request. We may deny your request to inspect or copy your PHI if the treating physician determines that disclosure would be detrimental to your physical or mental health. If we deny access to your PHI, we will explain the basis for denial and your opportunity to have your request reviewed by a licensed health care professional (who was not involved in the initial denial decision) designated as a reviewing official. If we do not maintain the PHI you requested and if we know where the PHI is located, we will tell you how to redirect your request. That disclosure would be detrimental to your physical or mental health. If we deny access to your PHI, we will explain the basis for denial and your opportunity to have your request reviewed by a licensed health care professional (who was not involved in the initial denial decision) designated as a reviewing official. If we do not maintain the PHI you requested and if we know where the PHI is located, we will tell you how to redirect your request.

Right to Amend. If you believe that your PHI maintained by us is inaccurate or incomplete, you may ask us to correct your PHI. Your amendment must be written or typed on a separate sheet of paper and specify why you believe the information is inaccurate or incorrect. You should sign and date the amendment and submit it to our Privacy Officer (Office Manager) at **EnSpire Counseling & Wellness, LLC at 3790 Old US Hwy. 41 N., Suite A, Valdosta, GA 31602.** We generally can deny your request if your request relates to PHI: (i) not created by EnSpire Counseling & Wellness; (ii) not part of the records EnSpire Counseling & Wellness maintains, (iii) not subject to being inspected by you; or (iv) that is accurate and complete. If your request is denied, we will provide you a written denial that explains the

reason for the denial and your right to; (i) file a statement disagreeing with the denial; (ii) if you do not file a statement of disagreement, submit a request that any future disclosures of the relevant PHI be made with a copy of your request and EnSpire Counseling & Wellness, LLC's denial attached; and (iii) complain about the denial.

Right to an Accounting of Disclosures. You have the right to request and receive a list of disclosures we have made of your PHI we have made at any time during the last six (6) years prior to the date of the request (provided that such a list would not include disclosures made prior to April 14, 2003). The list will not include disclosures made at your request, with your authorization, and does not include disclosures made to prior to April 14, 2003. The list will not include disclosures made at your request, with your authorization and does not include certain uses and disclosures to which the Notice already applies, such as those; (i) for treatment, payment, and health care operations; (ii) made to you; (iii) for EnSpire Counseling & Wellness, LLC's patient directory or to persons involved in your health care; (iv) for national security or intelligence purposes; or (v) to correctional institutions or law enforcement officials. To request an accounting of disclosures you must submit your request in writing to our Privacy Officer (Office Manager) at **EnSpire Counseling & Wellness, LLC at 3790 Old US Hwy. 41 N., Suite A, Valdosta, GA 31602**. The request should state the time period for which you wish to receive an accounting. The first accounting you request within each calendar year, we will charge you for the costs of providing the accounting. We will notify you of the amount we will charge, and you may choose to withdraw or modify your request before we incur any costs.

Right to Request Restrictions. You have the right to request that we restrict the use or disclosure of your PHI. To request a restriction, you must write to our Privacy Officer (Office Manager) at **3790 Old US Hwy. 41 N., Suite A, Valdosta, GA 31602**. We are not required to agree to a restriction, but if we do agree, we will honor your request unless the disclosure of PHI is needed to provide you with the emergency treatment.

Right to Request Confidential Communications. You have the right to request that we communicate with you about your care only by a particular means or at particular locations. For example, you may request that communications be made to your work address. You must write to our Privacy Officer (Office Manager) at **3790 Old US Hwy 41 N., Suite A, Valdosta, GA 31602**. We will accommodate all reasonable requests. You do not need to give us a reason for the request, but 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 obtain a paper copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you may still obtain a paper copy. To obtain a paper copy, contact our Privacy Officer (Office Manager) at **3790 Old US Hwy. 41 N., Suite A, Valdosta, GA 31602**.

V. Confidentiality of Substance Abuse Records

For individuals who have received treatment, diagnosis or referral for treatment from a drug or alcohol abuse program, federal law and regulations protect the confidentiality of drug or alcohol abuse treatment records. As a general rule we may not disclose to a person outside the program that you attend any of these programs, or disclose any information identifying you as an alcohol or drug abuser, unless; you authorized the disclosure in writing, the disclosure is

authorized by an appropriate court order, the disclosure is made to medical personnel in a medical emergency, to qualified personnel for research, audit or program evaluation purposes, or you threaten to commit a crime either at the drug abuse or alcohol programs. Federal laws and regulations governing confidentiality of drug or alcohol abuse permit us to report suspected child abuse or neglect under state law to appropriate state or local authorities.

VI. AIDS Confidentiality Information

AIDS confidential information, including HIV Status or test information, is confidential under state law. Generally, the Department will not disclose AIDS confidential information without your authorization. The department may disclose this information in certain circumstances to protect persons at risk of infection by, including your family and health care providers. The Department may disclose AIDS confidential information in certain circumstances as part of your mental health commitment or by other legal procedures.

VII. Complaints

If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the U. S. Department of Health and Human Services. To file a complaint with us about a privacy violation, contact our Privacy Officer (Office Manager) at **3790 Old US Hwy. 41 N., Suite A, Valdosta, GA 31602**. All complaints about privacy violation must be submitted in writing, and our Privacy Officer will assist you with writing your complaint; if you request such assistance. We will not retaliate against you for filing a complaint.

The Privacy Officer will send a copy of your complaint to the Chair of our Consumer Rights Committee, who will also provide you with assistance if you ask for it (**see also Consumer Rights Notices posted at all our service locations**).

VIII. Changes to this Notice

We reserve the right to change the terms of our Notice. We also reserve the right to make the revised or changed Notice effective for all PHI we already have about you as well as any PHI we receive in the future. We will post a copy of the current Notice at our main office and at each site where we provide care. You may also obtain a copy by calling us at 229-262-1000 and request that a copy is sent to you in the mail or by asking for one any time you are at our offices.

Details of Services (Ins – Insurance; SP – Self-pay rates)

ECW Rates for Services (as of January 1, 2023)

*Patients can choose to file Insurance (if applicable) or Self-Pay for services.

*Some services are not reimbursed by Insurance

*As of January 1, 2022, ECW will no longer file Secondary Insurance. We will only file Primary Insurance.

SELF-PAY RATES

\$95.00 (CPT Code: 90791) Initial Therapy Evaluation (55 mins)

\$75.00 (CPT Code: 90837, 90834, 90832) Follow-up Therapy session (55, 45, 30 mins)

\$75.00 (CPT Code: same with GT) Telehealth apt (time varies)

\$100.00 Pre-marital tx 55 min session (average 4-6 sessions for complete pre-marital counseling)

\$100.00 co-parenting 55 min session, \$150.00 for 85 min coparenting session

\$65.00 In-person consultation

\$35.00-\$25.00 Group therapy (In-Office) \$10.00 Group therapy (Virtual)

*ECW does not bill insurance for group therapy, self-pay only

\$50.00 per Parenting class

\$375.00 Parenting Evaluation

\$375.00 Mental Health Evaluation for Court

\$125.00 per hr. for Supervised visitation (see provider regarding)

\$150.00 Affidavit for Court

\$350-\$650 court costs including prep, consultation, and travel (see provider regarding)

\$85.00 Hair follicle drug screen \$35.00 Urine Drug Screen (UDS – in house)

ESTIMATED INSURANCE BILLING RATES

\$175.00 (CPT Code: 90791) Initial Therapy Evaluation (55 mins)

\$150.00, \$125.00, \$95.00 (CPT Code: 90837, 90834, 90832) Follow-up Therapy session (55, 45, 30 mins)

\$175-\$150.00 (CPT Code: same with GT) Telehealth apt (time varies) (some insurance companies are no longer paying for teletherapy appts, please check with your insurance carrier.

All clinicians/providers are independent contractors. CarePaths is EHR utilized in practice. See attached for rates of services rendered, insurance and self-pay rates.

As of January 1, 2022, ECW will no longer be filing secondary insurance. This will be the responsibility of the patient. ECW will continue to bill patient's primary insurance.

**It is Patient's responsibility to know what their co-pay is (if they have a co-pay), what their deductible is, if they have met their deductible, and if their insurance is active or not.*

TELETHERAPY CHANGES:

Due to changes in certain insurance policies related to reimbursement and requirements, we are modifying our teletherapy policy at ECW effective January 1, 2023. The self-pay rate for Teletherapy is increasing to \$75.00 per therapy session effective January 1, 2023. In addition, if you have been filing your insurance for teletherapy services, your individual provider will discuss if your therapy sessions effective January 1, 2023 will continue under insurance or if they will need to switch to self-pay for teletherapy sessions.

CONVENIENCE FEE:

Due to increase in transaction fees, there will be a convenience charge (3.5%) added effective January 1, 2023.

Please confirm we have the updated and correct insurance information on file.