

GUARANTOR'S AGREEMENT

BRAINS is striving to change lives by helping clients maximize their potential through understanding the complex relationship between the brain, body, and real life.

BRAINS

Main Campus

3292 N. Evergreen Dr. NE
Grand Rapids, MI 49525
Phone: (616) 365-8920
Fax: (616) 365-8971
Email: staff@brainspotential.com

BRAINS

Adult & Adolescent Clinic

2900 E. Beltline Ave. Suite F
Grand Rapids, MI 49525
Phone: (616) 365-8920
Fax: (616) 365-8971
Email: staff@brainspotential.com

Hours of Operation

*Please be aware that individual clinician hours and appointments vary from hours of operation.

Monday- Thursday:

8:00 AM – 6:00 PM

Friday:

8:00 AM - 5:00 PM

Saturday (varies):

8:00 AM - 12:00 PM

In the case of a true medical emergency call 9-1-1. For psychiatric emergencies please contact Forest View Hospital at 1-800-949-8439 or the Pine Rest Contact Center at 1-800.678.5500.

To request accommodations or for questions about accessibility, please contact Client Services at 616-365-8920 or by e-mail at staff@brainspotential.com.

BRAINS strives to maintain a healthy and safe environment for all staff and clients. Emergency exit maps are located on each floor. Emergency exits are clearly marked with illuminated EXIT signs. If you feel that you are experiencing a medical emergency, please inform a staff member as soon as possible.

It will be agreed as follows:

The Guarantor (financially responsible party) guarantees that BRAINS will be promptly paid for all amounts owed by the client to BRAINS for services provided. When you arrive to BRAINS for your first appointment, you will be asked to sign a form stating that you understand these guidelines. The Guarantor must provide signature claiming responsibility.

1. The Guarantor shall cover all financial obligations of the client to BRAINS. The guarantee contained in this agreement is unconditional.
2. The Guarantor is aware of their responsibility for payment following the provision of service(s) to the client. BRAINS may proceed against the Guarantor in the event of default by the client. The Guarantor agrees to pay all costs incurred by BRAINS in the event of a default, including reasonable attorney fees.
3. BRAINS agrees to assess and treat the client, at the request and consent of the legal guardian and guarantor. The client, client's legal guardian, and/or guarantor will remain responsible for the client's legal and financial affairs throughout the duration of programming/services.
4. BRAINS participates with a variety of insurance carriers, additional contracts, and referral sources. Please check with support staff for specifics as it relates to your care. BRAINS may or may not be able to bill certain insurances, including government funded plans such as Medicare and Medicaid and insurances out of network.
 - a. We will attempt to work with other non-traditional funding sources as needed with the guarantor's agreement to guarantee payment for services in the case said sources do not contract for payment.
5. **Co-pays, co-insurance, deductible, and self-pay amounts are due at the time of service.**
6. If your insurance company is billed and remaining payment is still due, a statement will be forwarded to you as the Guarantor.
7. Obtained authorization from an insurance company is NOT a guarantee of payment. Please understand that you are financially responsible for any balance not covered by your insurance.
8. All payments for remaining balances are due within thirty (30) days of the statement date. Balances sixty (60) days overdue will be charged a \$25.00 late fee. Collection placement will occur after ninety (90) days and services will be terminated.
9. The Guarantor acknowledges that there will be a **non-negotiable \$50.00 fee** per hour for missed appointments and for appointments cancelled less than 24 hours in advance. It is understood that there are some emergency circumstances in which case you may not be charged a late-cancellation or no-show fee. Circumstances include significant illness of the client, sibling, or primary caregiver that disables client from attending appointment; an unforeseen accident or traumatic event; and severe weather in which travel to appointment puts the client at risk.

10. The Guarantor will be charged a **\$25.00 fee** for any check returned unpaid. The Guarantor will be charged a **\$10.00 fee** for any check that has to be resubmitted for payment.
11. Refunds for services that are greater than \$25.00 will be sent via US mail. Due to the costs of processing health insurance paperwork, including staff time, printing, mailing, etc., we will not send refunds of \$25.00 or less. Those may remain as account credits if additional services or fees are incurred at a later time.
12. The contract is ongoing and will not be void due to legal circumstance, change in health provider plan, or termination of services with a remaining balance. It is the responsibility of the legal guardian/guarantor to inform BRAINS of insurance plan changes.
13. The Guarantor and/or client acknowledges that BRAINS is not a mediating party in matters involving Joint Legal Custody and Dispute of Healthcare Payment, unless contracted to engage in legal opinion or mediation. Unless there is legal documentation to state otherwise, co-pays, deductibles, and cost for care are required to be paid at the time of service.
14. If the agreement entitled Guarantor's Contract is signed by more than one person, all persons signing this agreement as Guarantor acknowledge their financial obligation. BRAINS may proceed with collection efforts from both or either person signing this agreement.
15. In the event that an existing Guarantor's Contract is signed by more than one person a Guarantor may withdraw their guarantee of continued payment under this agreement by giving written notice to BRAINS, signed by both Guarantors, so the other is aware and agrees to the change, unless legal documentation otherwise stipulates. All amounts due and owing before that period remain the obligation of the Guarantor.
16. The terms of this agreement cannot be changed unless BRAINS consents to the change in writing. There are no understandings between the Guarantor and BRAINS relating to this agreement, which are not contained in this agreement.
17. This agreement shall be construed and enforced according to Michigan law, without giving effect to conflicting law principles. The guarantor consents to the jurisdiction of any Michigan court in the event it becomes necessary to institute legal proceedings.
18. The following reflects our current fee schedule. You may request a copy of fees at any time. When possible, BRAINS will assist in securing authorization from insurance companies. Please note that not all services are/may be covered by insurance. The rates below are subject to change without notice to the guarantor.

FEE SCHEDULE

| Service | Charge | Service | Charge |
|---|--------------------|--|---------------------|
| <u>Assessment Services</u> | | <u>Occupational Therapy</u> | |
| Initial NP Evaluation | \$190.00 | OT Initial Evaluation | \$140.00 |
| Neuropsych Testing (Doctoral) | \$165.00/hr | OT Therapy | \$40.00 /per 15 min |
| Neuropsych Testing (Masters) | \$100.00/hr | OT/PT Groups (per client) | Varies |
| Neurobehavioral Exam | \$190.00 | | |
| Psychological Testing (Doctoral) | \$130.00/hr | <u>Speech Therapy</u> | |
| Psychological Testing (Masters) | \$100.00/hr | Initial Evaluation | \$300.00 |
| Educational Testing | \$130.00/hr | SP Therapy | \$130.00/hr |
| <u>Counseling Services</u> | | SP Groups | Varies |
| Initial Psychological Evaluation (Doctoral) | \$190.00 | <u>Contract Services</u> | |
| Therapy 30 minutes (Doctoral) | \$80.00 | Initial Private Consultation On-Site | \$185.00/hr |
| Therapy 45 minutes (Doctoral) | \$130.00 | Ongoing Private Consultation On-Site | \$160.00/hr |
| Therapy 60 minutes (Doctoral) | \$160.00 | School – On-site | \$160.00/hr |
| Family psychotherapy w/o patient (Doctoral) | \$160.00 | Report for On-site consultations | |
| Family psychotherapy with patient (Doctoral) | \$160.00 | Paperwork/correspondence (after initial report) | \$40.00/per 15 min |
| Initial Psychological Evaluation (Masters) | \$155.00 | Consultation with External Agency | \$40.00/per 15-min |
| Therapy 30 minutes (Masters) | \$67.50 | | |
| Therapy 45 minutes (Masters) | \$110.00 | <u>Special Education/Curriculum Consultation</u> | |
| Therapy 60 minutes (Masters) | \$135.00 | Initial Evaluation [Dyslexia] | \$160.00/hr |
| Family psychotherapy w/o patient (Masters) | \$135.00 | Private Educational Instruction | \$70.00/hr |
| Family psychotherapy with patient (Masters) | \$110.00 | Educational Group (when available) | Varies |
| Prolonged Session (Masters) | \$160.00 | <u>Additional Fees</u> | |
| Interactive Complexity | \$20.00 | Bounced check fee | \$25.00 |
| Crisis Individual (Doctoral) | \$170.00 | Overdue Account fee | \$25.00 |
| Crisis Individual (Doctoral) (each add. 30min) | \$80.00 | Mileage Reimbursement – based on IRS 2017 | \$.54/per mile |
| Crisis Individual (Masters) | \$135.00 | Resubmitted Checks | \$10.00 |
| Crisis Individual (Masters) (each add. 30min) | \$65.00 | No Show/Cancellation Fee | |
| Group Therapy | Varies | \$50.00/per service hr | |
| Any Legal Service (i.e. court, forms, disability) | \$62.50/per 15-min | <u>Neurofeedback</u> | |
| Phone Consultation – self-pay only | \$40.00/per 15-min | Initial Evaluation | \$130.00 |
| | | Therapy | \$80.00 per session |

NOTICE OF PRIVACY PRACTICES

BRAINS is a mental health facility bound by HIPAA and Recipient Rights regulations. The following is information notifying you of your protections and rights.

BRAINS obtains information about you on first day of service by obtaining the signed consent to treatment (information provided to us or obtained before signing is optional, but can help to streamline the intake process). Consent to treatment will typically include your legal name, signature, date of birth, and insurance information, etc.

BRAINS will only disclose information for purposes of treatment, care coordination, payment, business operation, when required by law, or with your written permission. BRAINS participates with Great Lakes Health Connect, the leading Health Information Exchange (HIE) in Michigan, to advance the delivery and coordination of healthcare. By signing this contract as Guarantor, you consent to care coordination efforts with your referring provider through Great Lakes Health Connect. If you wish to revoke our right to release information to Great Lakes Health Connect, please inform us both verbally and in writing.

Privacy Commitment: The information we collect is private. We are required to give you a notice of our privacy practices. Only people who have both the need and legal right may see your information.

Treatment: We may disclose medical/mental health information about you to coordinate your health care.

Payment: We may use and disclose information so that the care you get can be properly billed and to receive payment.

Business Operation: We may need to use and disclose information for our business operation. For example, we may use information to review the quality of care you have received.

As Required by Law: We will release information when required by law. This could include matters relating to law enforcement, national security, subpoenas or other court orders, communicable diseases, disaster relief, review of our activities by governmental accrediting agencies, and to avert a serious threat to health (suicide/homicide threat), safety (abuse/neglect), or other types of emergencies.

With your permission: If you give us permission in writing, we may use and disclose your personal information. If you give us permission, you have the right to change your mind/revoke it. This must also be in writing. We cannot change any previous disclosures made without your permission.

Exceptions: For certain kinds of records, your permission may be needed even for release for treatment, payment, and business operations.

Your Privacy Rights

You have the following rights regarding the health information we have about you.

Right to inspect and receive a copy of information in the file: In most cases, you have the right to look at or get copies of your records. You may be charged a fee for the cost of copying your records.

Right to Amend: You may ask us to change your records if you feel that there is a mistake. We can deny your request for certain reasons, but we must give you a written reason for our denial.

Right to a list of disclosures: You have the right to ask for a list of disclosures made. This list will not include the times that information was disclosed for treatment, payment, or health care operations. The list will also not provide information shared directly with you, your family, or information that was sent with your authorization.

Right to request restrictions: You have the right to ask for limits on how your information is used or disclosed. We are not required to agree to such requests.

Right to request confidential communications: You have the right to ask that we share information with you in a certain way or in a certain place. For example, you may ask us to send information to your work address instead of your home. If we are concerned with the security of the records being shared in this manner, we will discuss this with you.

Changes to This Notice

We reserve the right to revise this notice. A revised notice will be effective for medical information we already have about you as well as any information we may receive in the future. We are required by law to comply with whatever notice is currently in effect. Any changes to HIPAA or Recipient Rights can be found at www.michigan.gov/mdch
Note: Privacy Policies can be different between state and federal standards/laws. The facility will adhere to the more stringent of these policies for privacy rights whenever possible. These policies are adapted as the government deems appropriate, not BRAINS.

How to Use Your Rights

Complaints and communications to us: If you want to exercise your rights under this notice or if you wish to communicate with us about privacy issues/file a complaint, *you can write to:

BRAINS

Attn: Client Rights Advisor
3292 North Evergreen Dr NE
Grand Rapids, MI 49525

*You will not be penalized for filing a complaint. One of the managing partners will contact you regarding your concern.

Complaints to the Federal Government: If you believe that your privacy rights have been violated, you have the right to file a complaint with the federal government. *You may write to:

Office of Civil Rights
Department of Health and Human Services
200 Independence Avenue S.W.
Washington, D.C. 20201
Phone: 866-627-7748
Email: ocrprivacy@hhs.gov

*You will not be penalized for filing a complaint with the federal government.

Electronic Records Security: Electronic records, billing, communication, and other use of technology will be used at BRAINS. We will maintain standards of security and encryption to protect the safety or your record. InSync Patient Portal contains personal and confidential medical records. Unauthorized attempts to access, defeat or circumvent security features, to use the system for other than intended purposes, to deny service to authorized users, to access, obtain, alter, damage, or destroy information, or otherwise to interfere with the system or its operation are prohibited as per federal laws. Evidence of such acts will be disclosed to law enforcement authorities.

Research Purposes: BRAINS will be actively involved in various internal and external research endeavors. We will comply with all research standards and Institutional Review/External Review Board protocols to protect the confidentiality/security of your information.

Copies of this notice: You have the right to receive an additional copy of this notice at any time. Even if you have received this notice electronically, a paper copy will still be provided for you upon request. You can find the Notice of Privacy Practices and Recipient Rights and Responsibilities posted in BRAINS' waiting area and online at, www.brainspotential.com/new-clients.

RECIPIENT RIGHTS & RESPONSIBILITIES

As individuals and/or parents/guardian(s), you have asked that BRAINS help you or your child or teen to function at the highest potential. In order to do that, we need your support. We promise to ensure high-quality services that redefine potential by understanding clients' unique strengths and limitations, and incorporating these into attainable goals. We provide services to address each persons' needs, while encouraging skill application into the home, school, and community.

We promise to:

Listen to what you say, respect your ideas and feelings, listen to your ideas about goals and input on the therapy process, treat you with respect, and honor your privacy unless obligated to release information in order to protect your safety or the safety of others.

Your Expectations:

Be an active participant in therapy, share your ideas, thoughts, and feelings with your therapist, tell the truth, respect BRAINS by not damaging the building, furniture, or other objects, listen and talk in a respectful way to staff, and cooperate with person-centered clinical suggestions.

Client Rights

You have the right to...

- Be treated with respect and compassion.
- Receive care in a clean and smoke-free environment.
- Collaborate in assessment & treatment planning, including implementation of strategies in home, school, and/or work environments to enhance your functioning.
- Be free from mental, physical, sexual, and verbal abuse, neglect, and exploitation.
- Have a family member or other representative participate in your treatment planning and care along with the right to restrict the sharing of information about your care.
- Request treatment in any of BRAINS lines of service. However, your right to make decisions about your care does not mean that you can demand treatment or services that are inappropriate or unnecessary. Your primary clinician will discuss these options with you.
- Review your records. Please ask a staff member to learn how to make a formal request for record review.
- Understand financial consequences of your care. Insurance coverage and health plans are often confusing. BRAINS acts proactively to address insurance coverage issues, however, it is impossible for us to know the nuances of each policy, plan, or covered benefit. We will do our best to inform you of costs ahead of time and explain the outcome of insurance reimbursement as soon as the information is available to us.
- Seek assistance from self-help or advocacy agencies.
- File a formal written or verbal complaint with the Client Rights Advisor or one of the owners. There are Grievance Forms available in the main waiting room at BRAINS. One can also be mailed to you upon request. Filing a grievance will not result in retaliation or dismissal from services. If your concern is not resolved to your satisfaction, you also have the right to file a complaint with the following organization: The Better Business Bureau, <https://odr.bbb.org>, Michigan Department of Community Health, Bureau of Health Systems, (800)-882-6006.

Client Responsibilities

It is expected that...

- You, your family, and visitors are responsible to treat BRAINS staff and facility with respect.
- You are expected to use respectful language and communication, addressing staff in a calm manner. Should you choose to swear, raise your voice, threaten, or use intimidation toward staff, volunteers, or other clients/visitors, you will be asked to leave the premises.
- BRAINS does not allow any illegal drugs or weapons on the premises. Should our office be made aware of the presence of such substances &/or weapons, you will be asked to leave &/or proper authorities will be contacted. BRAINS Staff do not use seclusion or restraint at any time.
- BRAINS is a drug (illegal & legal-see restrictions below) & smoke-free facility. No smoking (tobacco, smokeless, etc.) is allowed in the building or within sight of the building.
- Out of respect to other clients and professionals, please do not carry on extended cell-phone conversations in the waiting rooms. Please do not leave children unattended in the waiting room. Support staff will not act as child-care providers or take responsibility for entertaining children.
- You are responsible for providing a complete and accurate history to your clinician. This should include prior assessments, treatment, interventions, and past & current medications. In this way, the clinician can best assess and develop appropriate treatment. If it is necessary for a client or family member/s to hold a legal-prescription medication while on-site, they are asked to keep the medication/s in original packaging & keep them secure while in the building.
- You are responsible to inform your clinician/s if you are showing signs of a contagious illness. It will be determined how to proceed with scheduled treatment.
- You are responsible to follow the suggestions and advice provided during the course of treatment. You may also discuss your concerns with your clinician. If your refusal of treatment prevents us from providing appropriate care according to ethical and professional standards, we may need to end our relationship with you after giving you reasonable notice.
- You are responsible for providing information about any unexpected difficulties, changes in circumstances, or other factors which may complicate the treatment process.
- You are responsible for maintaining your scheduled appointments. Reminder calls are a courtesy. Please do not rely on reminder calls as confirmation of your appointment due to possible technical errors.
- You are responsible to inform us of any changes in your insurance coverage. You are responsible for meeting any financial obligations agreed to, and for providing us with correct information about sources of payment.

Criteria for Discharge

A client can be discharged from services consistent with the legal and ethical standards for the profession. Criteria can include but is not limited to the following: ongoing violation of rules, consistently not attending scheduled appointments, unpaid account balances, abusive behavior/ language towards staff or other clients, etc.

Children at BRAINS

As parents/guardians, you have asked that BRAINS help teach your child to function at their highest potential. In order to do that, we need your help and promise to do our best to help your child and your family.

We promise to:

- Listen to what you say.
- Listen to your ideas about goals and let you help decide what will happen in therapy.
- Treat you with respect.
- Be careful to honor your privacy unless we need to disclose something in order to protect your safety or the safety of others.

Your expectations:

- Be an active part of therapy.
- Share your ideas, thoughts, and feelings with your therapist.
- Tell the truth.
- Respect BRAINS by not damaging the building, furniture, or other objects.
- Talk in a respectful way to staff.
- Listen to staff and cooperate with suggestions.

Adults at BRAINS

You have the right to:

- Be treated with respect and compassion.
- Receive care in a clean, smoke-free setting.
- Collaborate in assessment & treatment planning, including implementation of strategies in home, school, and/or work environments to enhance your functioning.
- Be free from mental, physical, sexual, and verbal abuse, neglect, and exploitation.
- Have a family member or other representative participate in your treatment planning and care. You also have the right to restrict sharing of information about your care.
- Request treatment in any of BRAINS lines of service. However, your right to make decisions about your care does not mean you can demand treatment or services that are inappropriate or

unnecessary. Your primary clinician will discuss these options with you.

Review records. Please ask a staff member to learn how to make a formal request for record review. Fees may apply.

- Understand financial consequences of your care. Insurance coverage and health plans are often confusing. BRAINS acts to address insurance coverage issues, however, it is impossible for us to know the nuances of each policy, plan, or covered benefit. We will do our best to inform you of costs prior to rendered services and explain the outcome of insurance reimbursement as soon as the information is available to us.
- Seek assistance from self-help or advocacy agencies.

Teens at BRAINS

As parents/guardians, you have asked that BRAINS help teach your child to function at their highest potential. In order to do that, we need your help and promise to do our best to help your child and your family.

We promise to:

- Respect your ideas and feelings.
- Listen to what you say.
- Incorporate your ideas about goals and respect your input about the therapy process.
- Treat you with respect.
- Honor your privacy unless we need to disclose something in order to protect your safety or the safety of others.

Your expectations:

- Be an active part of therapy.
- Share your ideas, thoughts, and feelings with your therapist.
- Tell the truth.
- Respect BRAINS by not damaging the building, furniture, or other objects.
- Talk in a respectful way to staff.
- Listen to staff and cooperate with suggestions.