



MINDFUL THERAPY GROUP DISCLOSURE STATEMENT

Overview

Your healthcare professional has chosen to engage with Mindful Therapy Group, P.C., a Washington Professional Services Corporation (Mindful Therapy Group), to provide business administrative services on behalf of their behavioral healthcare business. Specifically, Mindful Therapy Group serves as your provider's insurance billing and collections agent.

Mindful Therapy Group subcontracts with an affiliate company, Mindful Support Services, LLC (Mindful Support Service), to provide a portion of the administrative services.

Each licensed mental health professional that is affiliated with Mindful Therapy Group ("Provider") is a separate independent business and is responsible for being licensed by the Department of Health or the appropriate clinical licensing board in the state(s) they are licensed in. You may verify your Provider's health care provider credentials at the state licensing board websites listed in the applicable state addenda.

If we can do anything to make your experience more enjoyable or help solve any issues you encounter with our services, please provide that feedback via our [Formal Complaint Form](#). You are also welcome to share your experience with us by sending a message to feedback@mindfultherapygroup.com.

General Policies

Confidentiality

The Notice of Privacy Practices explains the privacy practices and obligations of Providers when practicing within the Mindful Therapy Group Organized Health Care Arrangement as well as your rights. An electronic copy of this notice can be found on our website at www.mindfultherapygroup.com/faqs.

Providers have access to your electronic health record to assist with coordination of care.

Mindful Therapy Group is legally and contractually required to safeguard the privacy and security of health information.

Communications

We may use your contact information to send you appointment reminders, balances owed, newsletters, information about our health-related services, and other information that may be of interest to you or important for your care. You may opt out of receiving some email communications from us by following the *unsubscribe* link or instructions provided in the email.

If you opt in to receiving text messages pertaining to Providers' services, we may send you such messages. You acknowledge that short message services may not be fully secure. You may opt out of short message services at any time by replying "STOP". Alternatively, you may contact the Privacy Officer listed below to indicate that you do not want to receive text messages.

Contacting Mindful Therapy Group Staff

Many issues, including insurance billing questions and appointment changes, can be resolved during normal business hours by our administrative teams. General Hours of Operations are Monday through Friday 8 a.m. to 6 p.m., and Saturday 8:00 a.m. to 4:00 p.m. (Pacific time), through the main office number at 425-640-7009.

If you have a question about a clinical issue, please contact your Provider in accordance with the instructions set forth in their provider disclosure. If you are experiencing an emergency or a mental health crisis, immediately call 9-1-1 (for all emergencies) or 9-8-8 (for suicidal crises and mental health-related distress).

Provider Service or Therapy Animals

Mindful Therapy Group takes no responsibility for service or therapy animals accompanied by the independent Providers who choose to bring their animals on site for the purposes of assisting with their work and is and will be held harmless in the case of any injury or death.

Patient Service Animals

To comply with building policies, only service animals that are recognized under the Americans with Disabilities Act (“ADA”) are permitted in Mindful Therapy Group offices. A “service animal” is trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

The [ADA](#) requires that service animals be under the control of the handler at all times. If a service animal is out of control and the handler does not take effective action to control it, or if the service animal is not housebroken, the handler of the service animal will be asked to remove the animal from the premises.

Surveillance Cameras in the Common Space

To help safeguard our patients and staff, we use security cameras in non-sensitive areas in non-private areas, such as waiting rooms.

Financial Policies & Responsibility

Fees for Services

Providers provide their services to clients independently and accept a range of insurance plans, which is at their sole discretion. Private pay rates, as permitted by insurance plan rules and contracts, are determined by each Provider and may vary among providers.

If you see a Provider who is a therapist or psychologist for talk therapy, the fees billed to your insurance are likely to be the same for each visit (coding variances may be included for additional services provided). If you see a Provider who is a Psychiatric Nurse Practitioner (ARNP) or a medical doctor (MD) for medication management services, the code(s) assigned to these visits and therefore the fee(s) charged to your payer are based on many factors including your individual needs at the time of each visit. As a result, your fees may vary for each visit.

Late Cancellations and Missed Appointment Fees

All Providers have their own late cancellation and missed appointment policies. Please refer to your Provider’s individual disclosure statement for further details on how they manage these occurrences. If you have concerns regarding a billed cancellation fee, please talk to your Provider directly. Mindful Therapy Group staff is unable to waive or negotiate these fees with you. Cancellation fees cannot be billed to your insurance.

Financial Responsibility and Insurance Billing Practices

Payment in full is due at the time of each session with your Provider, including private pay amounts, copays, coinsurance, and deductibles. Your card on file will be charged for any remaining balance. If your Provider is in network with your insurance carrier, your financial responsibility for each visit is determined by your insurance carrier's allowed amount for the service provided.

Insurance

If you choose to use your insurance benefits for services, we ask that you verify your Provider's network status prior to your first visit, or you may be subject to paying a higher copay, coinsurance, or deductible. If your visit is covered as 'out-of-network' or denied due to network status, you agree to pay the 'out-of-network' rates or private pay fees, as required by your insurance carrier.

Insurance Eligibility Verification

Please provide complete and accurate insurance information, as well as a copy of your insurance card prior to your initial visit. This will be used to verify initial benefit eligibility. If you have a change in insurance, please let us know as soon as possible, so we can verify your new benefit eligibility. Although we will verify your insurance benefits, it is your responsibility to ensure the services you receive will be covered by your insurance.

Assignment of Benefits

In exchange for, and in connection with, any and all of the services provided to you or your child, as applicable, by your Provider, you irrevocably assign and transfer to Mindful Therapy Group and your Provider all of the rights, benefits, privileges, protections, claims and any other interests of any kind whatsoever, without limitation, that you or your child, as applicable, had, have or may have in the future pursuant to or in connection with any health insurance policy or plan, health benefit plan, health management agreement, healthcare risk-bearing agreement, healthcare trust, healthcare fund or any other source of payment, healthcare insurance, healthcare indemnity or health or medical coverage of any kind covering you or your child, as applicable to healthcare. This assignment also includes assignment of your or your child's, as applicable, appeal rights, fiduciary rights, rights to sue, rights to payment, rights to full and fair claims review, rights to penalties or interest, rights to plan documents and plan information, and rights to notices and disclosures from any source.

Prior Authorization

If your insurance plan requires prior authorization for services, it is your responsibility to obtain this authorization prior to being seen by a Provider.

Cost-Estimating

Since you cost-share with your insurance company, the remittance notice we receive on the claim (which usually arrives 3-6 weeks after the claim is submitted) will indicate your cost-share. Your cost-share may be higher or lower than originally anticipated. We will notify you about any balance due. If we overestimated the cost-share, the credit will be applied towards your future visits unless you specify otherwise.

Insurance Denials

Any claims returned or denied by your insurance and for which your insurance permits providers to bill patients directly will be billed to you directly and are your responsibility to pay in full.

Credit Cards on File

You are required to have a credit card on file that can be charged for any balances that are your financial responsibility. Balances will be automatically charged to your card on file. You may also pay in-person if you have an in-office visit.

Credit cards are stored using our payment processor and are encrypted for security. Once a card is saved on file, it can only be charged through our billing software. Whenever your credit card is charged, you will receive an email notification with details of the transaction.

Collections Efforts

If your card is declined, our Mindful Therapy Group staff will reach out via email, text or phone to request that you provide payment instructions for any balance that is your responsibility. They will also require that you place a credit card on file at that time.

A Provider may discontinue treatment if there are unpaid balances. Unpaid balances without a payment plan initiated after 120 days will be turned over to a third-party collection agency. This may result in negative marks on your credit.

Medicaid Billing Regulations

In accordance with federal Medicaid (CMS) rules, clients using Medicaid benefits to cover services may not be billed for the following:

- Services that are covered under the Medicaid plan, even if payment has not yet been received.
- Services denied because of provider error (such as missing required prior authorization or documentation).
- Missed, canceled, or late appointments.

Clients may only be billed for services not covered by Medicaid if a written agreement is signed before receiving those services. If the organization is not contracted with a client's Medicaid plan, the client may be responsible for fees and any cost-sharing as determined by the plan. If a client later becomes eligible for Medicaid retroactively for services already received, any payments made for covered services will be refunded.

For more details, please refer to the Medicaid plan documents or the applicable state Medicaid program regulations.

ACKNOWLEDGEMENT

By signing this Agency & Patient Disclosure Statement, I acknowledge that I have read this Statement and agree to the following terms:

- I authorize my Provider and/or Mindful Therapy Group to release information to insurance carrier(s) on file and be paid directly by insurance carrier(s) for services billed.
- I acknowledge that I am responsible to my Provider for all charges not paid by my insurance carriers including copays, coinsurance, deductibles, insurance plan refusal to pay for failure to obtain authorization, provider out of network, non-covered services such as couples therapy, and missed appointments and late cancellation fees assessed by my Provider.
- I authorize Mindful Therapy Group to charge my credit card on file for charges deemed as 'patient responsibility' by my insurance company, applicable cancellation fees, and/or private pay.

Patient Name: _____

Patient Age and Date of Birth: _____

*If patient is under the age of 18, the patient's parent or other legal guardian must sign below.

Signature by or on behalf of Patient: _____

If the Person Signing is not the Patient, Authority/Relationship with Patient:

EXHIBIT A NOTICE OF PRIVACY PRACTICES

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.

Your health record contains personal information about you and your health and may be protected by the Health Insurance Portability and Accountability Act (HIPAA) as well as state laws. Protected Health Information (PHI) is information about you, including demographic information, that may identify you and relates to your past, present, or future conditions and related health care services.

This Notice of Privacy Practices applies to:

In this notice we use the terms "we," "us," and "our" to describe the individual providers participating in the Mindful Therapy Group Organized Health Care Arrangement (OHCA). The notice describes our practices and that of:

- Any health care professional authorized to enter information into the Mindful Therapy Group electronic health record.
- Health professionals under the OHCA when providing services at Mindful Therapy Group facilities.

This Notice of Privacy Practices is effective as of June 1st, 2023.

Your Rights

When it comes to health information about you, you have certain rights. This section explains your rights. You have the right to:

- Get an electronic or paper copy of the medical record – You may request a copy of certain health information we have about you. We will provide you a copy or a summary of your health information, usually within 30 days of your request.
- Correct the medical record - You may ask your Provider to correct health information that you think is incorrect or incomplete.
- Request confidential communication - You may ask us to contact you in a specific way (for example, at your home or office phone) or to send mail to a different address. We will say "yes" to all reasonable requests.
- Ask us to limit the information we share - You may ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say "no" if it would affect your care. If you pay for a service or health care item out-of-pocket in full, you may ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say "yes" unless a law requires us to share that information.

- Get a list of those with whom we have shared information about you - You may ask for a list (accounting) of the times we have shared health information about you for up to six years prior to the date you ask, who we shared it with, and why. We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We will provide one accounting a year for free, but will charge a reasonable, cost-based fee if you ask for another one within 12 months.
- Receive a copy of this privacy notice - You may ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.
- Choose someone to act for you - If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will verify that the person has this authority and can act for you before we take any action.
- Receive notification if affected by a breach of unsecured PHI - You have the right to be notified of any breach of your unsecured PHI.
- File a complaint if you believe your privacy rights have been violated

Your Choices

For certain health information, you can make choices about what we share. If you have a clear preference for how we share information about you in the situations described below, tell us what you want us to do. In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation

If you are not able to tell us your preference, for example, if you are unconscious, we may go ahead and share information about you if we believe it is in your best interest. We may also share information about you when necessary to lessen a serious and imminent threat to health or safety.

In the following cases, we never share information about you unless you give us written permission:

- Marketing or fundraising purposes
- Most sharing of psychotherapy notes
- Sale of protected health information

How do we typically use or share your health information? We typically use or share your health information in the following ways:

- We will record health information about you and share it with your healthcare professional. Example: An MTG staff member will record information provided and enter it into the EHR to be used by your Provider(s) to treat you.
- We can use and share health information about you to bill and get payment from health plans or other entities. Example: We give information about you to your health insurance plan so it will pay for your services.
- We can use and share health information about you to run our business, improve your care, and contact you when necessary. Example: We use health information about you to coordinate your treatment and services.
- To our business associates who provide services to our Providers that involve using or disclosing health information. We require our business associates to agree to protect the privacy and security of health information and to safeguard your rights.

How else can we use or share your health information?

We are allowed or required to share information about you in other ways – usually in ways that contribute to the public good, such as public health and research. We must meet many conditions in the law before we

may share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

We can share health information about you for certain situations, such as:

- Preventing or reducing a serious threat to anyone's health or safety
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence

Compliance with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we are complying with federal privacy law. For example:

- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- We can share health information about you in response to a court or administrative order, or in response to a subpoena.
- We can use or share health information about you for workers' compensation claims
- For special government functions such as military, national security, and presidential protective services
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies
- To respond to lawsuits and legal actions

Our Responsibilities

We are required by law to maintain the privacy and security of protected health information. We must follow the practices described in this notice and give you a copy of this notice. We will let you know promptly if a breach occurs that may have compromised the privacy or security of information. We will not market or sell your personal information.

Protected health information about you will not be used or disclosed without your written permission except as described in this Notice of Privacy Practices. You may change your mind regarding authorizations you have provided at any time by submitting an updated written notice.

Changes to the Terms of this Notice

We reserve the right to change the terms of this notice at any time. Any new Notice of Privacy Practices will be effective for all PHI that we maintain at that time. We will make available a revised Notice of Privacy Practices by posting the revised version on the Mindful Therapy Group website.

For More Information or to Report an Issue

If you have questions about this notice, or would like additional information, you may contact our Privacy Officer at the telephone number listed below. If you believe that your rights have been violated, you have the right to file a complaint with our Privacy Officer or with the Department of Health and Human Services. All complaints to our Privacy Officer must be in writing and describe the concern.

Privacy Contact Information:

Sadie Forester, HIPAA Compliance Officer
Phone: 425-678-6463 x907

Please acknowledge that you have received a Notice of Privacy Practices.

Patient Name: _____

Signature: _____

EXHIBIT B TELEHEALTH AGREEMENT

Introduction of Telehealth

Mindful Therapy Group Providers ("Provider(s)") have the capability to provide sessions virtually via an online telehealth platform. "Telehealth" includes the practice of health care delivery, diagnosis, and treatment consultation using interactive video, audio, and/or data communications. For Telehealth sessions, you will be connecting with your Provider using an online encrypted platform that is HIPAA compliant.

Technology Requirements

You will need access to and familiarity with the appropriate technology to participate in the telehealth sessions.

Exchange of Information

Any paperwork exchanged will likely be provided through electronic means or through postal delivery.

During your Telehealth session, details of your medical history and personal health information will be discussed with you using interactive video or audio.

Your Provider may share your medical history and personal health information with other health professionals for treatment purposes, either in-person, via secure email or via interactive video or audio.

Payments

We require a credit card on file prior to any telehealth sessions. We will charge your credit card based on an estimate of the cost of services provided to us by your insurance company. We reserve the right to update the amount being charged as we receive updated information from your insurance company.

Local Practitioners

If a need for in-person mental health services arises, you may request to see your Provider in-person. If in-person sessions with your Provider are unavailable or infeasible, it is your responsibility to contact practitioners in your area. You may also contact your primary care physician if your Provider is unavailable.

Risks of Technology

Telehealth services rely on the use of technology. There are risks in transmitting information that include, but are not limited to, breaches of confidentiality, theft of personal information, and disruption of service due to technical difficulties.

Modification Plan

You and your Provider will regularly reassess the appropriateness of continuing to deliver services to you using these technologies and modify treatment plans as needed.

Emergency Protocol and Disruption of Service

During a Telehealth session, if you encounter a technological failure the most reliable backup plan is to contact your Provider directly. In case of Internet or platform failure, please use the Provider's backup contact information. Your Provider may request that this contact information is only used during your scheduled visit for the purpose of working through technical difficulties.

In the event of disruption of service, or for routine or administrative reasons, it may be necessary to communicate by other means. In these circumstances, you may call the Mindful Therapy Group administrative offices at 425-640-7009 if you are unable to reach your Provider's back-up contact number. If

you are experiencing an emergency at the time of technical difficulty, please call 9-1-1 (for all emergencies) or 9-8-8 (for suicide crisis or mental health-related distress).

Confidentiality

It is your responsibility to maintain privacy on the client end of communication. If you elect to participate in Telehealth services, it is your responsibility to choose a secure location to interact with technology-assisted media and to be aware that family, friends, employers, co-workers, strangers, and hackers could either overhear your communications or have access to the technology that you are interacting with. Additionally, you agree not to record any Telehealth sessions.

The Laws & Professional Standards

The laws and professional standards that apply to your Provider's in-person mental health services also apply to Telehealth services. This document does not replace other agreements, contracts or documentation of informed consent.

TELEHEALTH ACKNOWLEDGEMENT

As a client of Mindful Therapy Group, I acknowledge that I will have the opportunity, but not the obligation, to utilize a video conferencing platform (i.e. Telehealth) for sessions with my provider. Using Telehealth is at the mutual discretion of my provider and I.

- In utilizing Telehealth, I agree to participate in technology-based sessions with my Provider, and I authorize information related to my health to be electronically transmitted in the form of images and data through an interactive video connection to and from my Provider and other persons involved in my health care.
- I represent that I am using my own equipment to communicate and not equipment owned by another and am specifically not using my employer's computer or network. I am aware that any information I enter into an employer's computer can be considered by the courts to belong to my employer and my privacy may thus be compromised.
- I have read this document carefully and fully understand the benefits and risks. I have had the opportunity to ask any questions I have and have received satisfactory answers. With this knowledge, I voluntarily consent to participate in Telehealth sessions, including, but not limited to, care, treatment, and services deemed necessary and advisable, under the terms described herein.

Patient Name: _____

Patient Age and Date of Birth: _____

*If patient is under the age of 18, please see the **State Law Addenda** for directions regarding who must sign this telehealth agreement.

Signature by or on behalf of Patient: _____

If the Person Signing is not the Patient, Authority/Relationship with Patient: _____

RELEASE OF LIABILITY

I acknowledge that I have read this paragraph and specifically acknowledge that I understand its import. I unconditionally release, hold harmless, indemnify and discharge Mindful Therapy Group and Mindful Support Services, and their affiliates, contractors and employees, from any and all liability having its source in, arising from, or in connection with my participation in Telehealth. This includes, but is not limited to, any data breach caused by my or my provider's failure to either secure the technology devices or to ensure that the session environments were secured. It is also my responsibility to ensure that the communications cannot be overheard.

Patient Name: _____

Patient Age and Date of Birth: _____

*If patient is under the age of 18, the patient's parent or other legal guardian must sign below.

Signature by or on behalf of Patient: _____

If the Person Signing is not the Patient, Authority/Relationship with Patient: _____

Arizona State Addendum

State licensing board websites to verify Provider credentials:

- Board of Behavioral Health Examiners: <https://www.azbbhe.us/node/3>
- Medical Board:
<https://azbomprod.azmd.gov/glsuiteweb/clients/azbom/public/webverificationsearch.aspx>
- Board of Nursing: <https://www.azbn.gov/license-verification>

Age of consent for tele-mental health: If the patient is younger than 18 years of age, the patient's parent or legal guardian must consent to tele-mental health on the patient's behalf. If the patient is 18 years of age or older, they can consent to tele-mental health on their own behalf. Arizona Rev. Stat. § 36-2272.

Colorado State Addendum

State licensing board websites to verify Provider credentials:

- All licensed professionals: <https://apps.colorado.gov/dora/licensing/Lookup/LicenseLookup.aspx>

Age of consent for tele-mental health: If the patient is younger than 12 years of age, the patient's parent or legal guardian must consent to tele-mental health on the patient's behalf. If the patient is 12 years of age or older, the patient can consent (without parental involvement) to tele-mental health. Colorado Rev. Statutes § 12-245-203.5.

Minnesota State Addendum

State licensing board websites to verify Provider credentials:

- Board of Behavioral Health & Therapy: <https://bht.hlb.state.mn.us/#/onlineEntitySearch>
- Board of Social Work: <https://soc.hlb.state.mn.us/#/services/onlineLicenseSearch>
- Board of Marriage and Family Therapy: <https://mft.hlb.state.mn.us/#/services/onlineLicenseSearch>
- Board of Nursing: <https://mbn.hlb.state.mn.us/#/services/onlineEntitySearch>
- Board of Medical Practice: <https://bmp.hlb.state.mn.us/#/onlineEntitySearch>

Age of consent for tele-mental health: If the patient is younger than 16 years of age, the patient's parent or legal guardian must consent to tele-mental health on the patient's behalf. If the patient is 16 years of age or older, the patient may consent (without parental involvement) to tele-mental health. Minnesota Statutes § 144.3431. If the patient is under the age of 16, there are situations in which the minor patient may consent to treatment for themselves. Criteria for exception to the age of consent rule can be found in Minnesota Statutes § 144.341, 144.342, and 144.344.

Nevada State Addendum

State licensing board websites to verify Provider credentials:

- Board of Examiners for Social Workers: <https://services.socwork.nv.gov/verify/index.asp>
- Board of Psychological Examiners: <https://psyexam.nv.gov/License-Lookup/>
- Board of Examiners for Marriage and Family Therapists & Clinical Professional Counselors: <https://marriage.nv.gov/>
- Board of Medical Examiners: <https://nsbme.us.thentiacloud.net/webs/nsbme/register/>
- Board of Nursing: <https://nvbn.boardsofnursing.org/licenselookup>

Age of consent for tele-mental health: If the patient is younger than 18 years of age, the patient's parent or legal guardian must consent to tele-mental health on the patient's behalf. If the patient is 18 years of age or older, they can consent to tele-mental health on their own behalf. Nevada Rev. Stat. § 433.484.

Oregon State Addendum

State licensing board websites to verify Provider credentials:

- Board of Licensed Professional Counselors and Therapists:
<https://www.oregon.gov/oblpc/Pages/index.aspx>
- Board of Licensed Social Workers:
<https://www.oregon.gov/blsw/Pages/index.aspx>
- Medical Board: <https://omb.oregon.gov/search>
- Board of Nursing: https://www.oregon.gov/osbn/pages/primary_source_verification.aspx

Age of consent for tele-mental health: If the patient is younger than 14 years of age, the patient's parent or legal guardian must consent to tele-mental health on the patient's behalf. If the patient is 14 years of age or older, they can consent (without parental involvement) to tele-mental health. Oregon Rev. Stat. § 109.675.

Texas State Addendum

State licensing board website to verify Provider credentials:

- All licensed behavioral health providers in Texas can be verified through the Texas Behavioral Health Executive Council: <https://bhec.texas.gov/verify-a-license/>

Age of Consent for Tele-Mental Health Services in Texas: If the patient is under 18 years of age, parental or legal guardian consent is required for tele-mental health services. A minor may consent to their own tele-mental health services if they qualify under certain situations under Texas Family Code § 32.004.

Washington State Addendum

State licensing board website to verify Provider credentials:

- All licensed healthcare providers: <https://fortress.wa.gov/doh/providercredentialsearch/>

Age of consent for mental health services: If the patient is younger than 18 years of age, the patient's parent or legal guardian must consent to mental health services on the patient's behalf unless the patient is assessed to be a Mature Minor by the rendering provider. If the patient is 18 years of age or older, they can consent to mental health services on their own behalf. Rev. Code Washington § 7.70.065.