



3069 Broad Street, Suite 7-D

Chattanooga, TN 37408

423.556.0305 | steve@elbowtree.com | www.elbowtree.com

Dear Client,

In compliance with the No Surprises Act that goes into effect January 1, 2022, all healthcare providers are required to notify clients of their Federal rights and protections against “surprise billing.”

This Act requires that we notify you of your federally protected rights to receive a notification when services are rendered by an out-of-network provider, if a client is uninsured, or if a client elects not to use their insurance.

Additionally, we are required to provide you with a Good Faith Estimate of the cost of services (attached). It is difficult to determine the true length of treatment for mental health care, and each client has a right to decide how long they would like to participate in mental health care. Therefore, attached you will find a fee schedule for the services typically offered by your therapist, and we will collaborate with you on a regular basis to determine how many sessions you may need.

It is a Federal requirement that we have each client sign this form to begin/resume treatment. Please sign and date before your next appointment and return the signed document before your next appointment. If you have any questions, please don't hesitate to ask.

Thank you very much,

Steve McIlvaine, LPC-MHSP, LMFT



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YOUR RIGHTS AND PROTECTIONS AGAINST SURPRISE MEDICAL BILLS

(OMB Control Number: 0938-1401)

When you get emergency care or get treated by an out-of-network provider at an in-network hospital or ambulatory surgical center, you are protected from surprise billing or balance billing.

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.

Certain services at an in-network hospital or ambulatory surgical center

When you get services from an in-network hospital or ambulatory surgical center, certain providers there may be out-of-network. In these cases, the most those providers may bill you is your plan's in-network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist services. These providers can't balance bill you and may not ask you to give up your protections not to be balance billed.

If you get other services at these in-network facilities, out-of-network providers can't balance bill you unless you give written consent and give up your protections.

You're never required to give up your protection 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:

(1) Greg Seymour, owner of Elbow Tree Christian Counseling, LLC by calling 423.517.7070 or emailing: greg@elbowtree.com

(2) The Tennessee Board of Health: The Health Care Complaint Portal allows consumers to file a complaint with the appropriate state agency. You will be asked a series of questions to help identify the nature of your complaint. After you have answered all of the questions, you will see a summary page with instructions on how to file your complaint.

Visit <https://www.tn.gov/health/health-program-areas/health-professional-boards/report-a-concern.html>



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THE NO SURPRISES ACT
STANDARD NOTICE AND CONSENT DOCUMENTS
(OMB Control Number: 0938-1401)

SURPRISE BILLING PROTECTION FORM

The purpose of this document is to let you know about your protections from unexpected medical bills. It also asks whether you would like to give up those protections and pay more for out-of-network care.

IMPORTANT: You aren't required to sign this form and shouldn't sign it if you didn't have a choice of health care provider when you received care. You can choose to get care from a provider or facility in your health plan's network, which may cost you less.

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

You're getting this notice because this provider isn't in your health plan's network. This means the provider doesn't have an agreement with your plan. **Getting care from this provider could cost you more.**

If your plan covers the item or service you're getting, federal law protects you from higher bills, for example,

- When you get emergency care from out-of-network providers and facilities, or
- When an out-of-network provider treats you at an in-network hospital or ambulatory surgical center without your knowledge or consent.

Ask your health care provider or patient advocate if you need help knowing if these protections apply to you.

If you sign this form, you may pay more because:

- You are giving up your protections under the law.
- You will owe the full costs billed for items and services received.
- Your health plan might not count any of the amount you pay towards your deductible and out-of-pocket limit. Contact your health plan for more information.

You **shouldn't** sign this form if you **didn't** have a choice of providers when receiving care. For example, if a doctor was assigned to you with no opportunity to make a change.

Before deciding whether to sign this form, you can contact your health plan to find an in-network provider.

Patient name: _____

Out-of-network provider: Steve McIlvaine, LPC-MHSP, LMFT | 423.556.0305

It is your ethical right to determine your goals for treatment and how long you would like to remain in therapy unless you are pursuing mandatory treatment. Please see the breakdown of possible fees on page three.

- ▶ **Review your detailed estimate.** See page three for a cost estimate for each item or service.
- ▶ **Call your health plan.** Your plan may have information about how much of these services are reimbursable.
- ▶ **Questions about this notice and estimate?** Call Steve McIlvaine at 423.556.0305



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2022 Table of Services and Fees • Licensed Clinicians

CLIENT NAME: _____

Date of Service (If Known)	Service Code (CPT Code)	Description	Fee for Service (Number of Sessions Will Be Determined as We Progress)
	90791	Initial Diagnostic Evaluation, 50 minutes	\$125.00
	90834	Psychotherapy, 38-52 minutes	\$125.00
	90837	Psychotherapy, > 52 minutes (This fee is my hourly rate & is used for all prorated calculations as indicated.)	\$2.50 / minute
	90846	Family Psychotherapy without Patient Present, 50 minutes	\$125.00
	90847	Family Psychotherapy with Patient Present, 50 minutes	\$125.00
	98966-98968	Telephone Assessment & Mgmt.	\$2.50 / minute
	98970-98972	Online Digital Evaluation & Mgmt. (Responding to Email & Text Messages)	One (1) email counseling exchange, including one (1) follow-up exchange - \$62.50
	Cancelation Fee	Your Therapist Requires a 24-Hour Cancelation Notice	You are Responsible for the Full Fee of the Missed Appointment - \$125.00
	Production of Records	Copying, Collating, Notarizing, Mailing	\$50.00 / Request
	Legal Engagement Fees	Phone Consults, Letters, Travel Time, Attendance at Court, etc. A minimum prepaid fee of eight (8) hours will be required per day to appear at court.	Prepaid \$250.00 / Hour
	Returned Checks		\$25.00 / Check
	All card charges	Debit cards, Credit cards, HSA cards used as payment for fees	\$3.00 / Transaction / Hour
	Total Estimate:	This Good Faith Estimate explains your therapist's rate for each service provided. Your therapist will collaborate with you throughout your treatment to determine how many sessions and /or services you may need to receive the greatest benefit based on your diagnosis(es)/presenting clinical concerns.	
Please note that Place of Service (inoffice vs. telemental health) is not delineated above since the charges are identical.			