

## **INSIGHT GLOBAL EMPLOYEE ACKNOWLEDGEMENT**

You are receiving this Insight Global Employee Acknowledgment (this "Acknowledgment") and the Patient Bill of Rights included herewith (the "Bill of Rights") because you are an employee with Insight Global, LLC ("Insight Global") who has engaged one or more counselors, therapists, or other mental health professionals identified by GROW Counseling Network, LLC ("GROW") to provide Supportive Counseling (as defined herein) services to employees of Insight Global (collectively, the "Professionals" and, individually, a "Professional"). Please read this Acknowledgment and the included Bill of Rights carefully, as these documents outline your various rights and obligations regarding your communications and relationships with GROW and your Professional(s). YOU MUST SIGN AND RETURN THIS ACKNOWLEDGMENT PRIOR TO YOUR FIRST SUPPORTIVE COUNSELING SESSION WITH YOUR PROFESSIONAL.

1. IN AN EMERGENCY. IF YOU ARE THINKING ABOUT SUICIDE, IF YOU ARE CONSIDERING HARMING YOURSELF OR OTHERS, IF YOU FEEL THAT ANY OTHER PERSON MAY BE IN ANY DANGER, OR IF YOU HAVE ANY MEDICAL EMERGENCY, YOU MUST IMMEDIATELY CALL 911 OR GO TO AN EMERGENCY ROOM, AND YOU MUST NOTIFY THE APPROPRIATE AUTHORITIES. NEITHER GROW NOR THE PROFESSIONALS CAN PROVIDE YOU THE ASSISTANCE REQUIRED IN SUCH CIRCUMSTANCES.

2. GROW Relationship with Insight Global. GROW has entered into an agreement with Insight Global (the "Agreement") whereby GROW has agreed to: (a) identify and engage preapproved Professionals qualified to provide Supportive Counseling (the "Preapproved Professional List") for Insight Global employees who desire to receive Supportive Counseling services; and (b) to provide program administration, implementation, oversight and support services to Insight Global. Insight Global has agreed to pay for one hundred percent (100%) of the costs associated with Professionals providing Supportive Counseling services to participating Insight Global employees.

3. Definition of Supportive Counseling; Scope. Supportive counseling ("Supportive Counseling") is a form of therapy that aims to relieve emotional distress and symptoms without probing into the sources of conflicts or attempting to alter your basic personality structure. Supportive Counseling emphasizes reassurance, reeducation, advice, persuasion, demotivation, and encouragement of desirable behavior. Supportive Counseling is frequently applied to individuals with relatively minor or limited problems, and who are expected to return to a full level of previous functioning. Supportive Counseling, however, does not include treatment for, among other things: long term treatment for issues that require higher levels of care (beyond an acute crisis); regular consultations with a treatment team; persistent self-harm; suicidal ideation, or addiction concerns. Additionally, the Supportive Counseling services provided by the Professionals does not cover or contemplate psychiatric or psychological evaluations or diagnoses. You understand, agree, and acknowledge that Supportive Counseling services may not be: (a) the appropriate solution for your needs; (b) the appropriate solution for every particular situation; or (c) an adequate substitute for continuing care.

4. Adding Professionals to Preapproved Professional List. In the event you wish to use a counselor, therapist, or other mental health professional that is not included on the Preapproved Professional List, then GROW agrees to reach out to such professional and explain the existence and nature of the Agreement with Insight Global. If such professional desires to be included on the Preapproved Professional List, and GROW determines such professional meets the applicable conditions for inclusion, such professional shall be added to the Preapproved Professional List.

5. GROW's Role. GROW provides referrals to Professionals, handles billing, and will be facilitating the provision of Supportive Counseling services to employees of Insight Global. GROW IS NOT PROVIDING, AND IS NOT RESPONSIBLE FOR, THE SUPPORTIVE COUNSELING SERVICES THAT YOU RECEIVE.

6. GROW's Relationship with Professionals. Professionals are independent contractors, and not employees, of GROW. Any information requested of you, or paperwork given to you, by your Professional in connection with rendering, or preparing to render, Supportive Counseling services to you shall be exclusively between you and your Professional; provided, however, that such information and documents shall be in compliance with all applicable federal and state rules and regulations.

7. Medication. Your Professional will not prescribe you medication. You may, however, consult with your Professional about their recommendations for another medical professional who could provide you with such medication, as well as advice on how such process may work. You may also consider reaching out to your health insurance provider to find out which medical professionals are covered by your existing health insurance plan.

8. Billing. When you see your Professional for a Supportive Counseling session, the Professional will submit an invoice to GROW, and you will receive a notification. This shall serve as proof that you have attended the session. Please review the invoice, and notify GROW if you notice anything on the invoice that does not appear correct. To ensure your confidentiality, GROW will not provide Insight Global with your name, any information about you, or any other information without your prior written consent.

9. Missed Appointments; Late Cancellations. You understand and acknowledge that Insight Global will only cover your costs relating to Supportive Counseling sessions which are actually provided to you. You will be responsible for paying your Professional if you miss, cancel, or reschedule a session without the proper notification. Please pay close attention to the paperwork and documents you receive from your Professional that outlines their policies and procedures regarding late cancellations or missed appointments.

10. Changing Professionals. GROW likely has multiple Professionals in your area. If you are not satisfied with the Professional you are seeing or plan to see, please reach out to GROW at [info@GROWCounselingNetwork.com](mailto:info@GROWCounselingNetwork.com), and GROW will assist you in attempting to find a more suitable Professional.

11. Privacy Protection; Confidentiality. GROW takes your privacy and confidentiality seriously, and GROW has developed its infrastructure and operations with the goal of protecting your privacy and safeguarding your information. The substance of your discussions with your Professional as a part of your Supportive Counseling sessions will not be share with or provided to GROW and GROW will not have access to any such information or discussions. If you wish for any of your information or records to be released to a third party, please let your Professional know, and your Professional will walk you through such Professional's authorization process for releasing such information or records to the applicable third parties.

12. Disclaimer of Warranty and Limitation of Liability. YOU HEREBY RELEASE AND AGREE TO HOLD GROW HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM ITS AGREEMENT WITH INSIGHT GLOBAL, THE PROVISION OF SUPPORTIVE COUNSELING SERVICES BY ANY PROFESSIONAL, INCLUDING (WITHOUT LIMITATION) ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, AND/OR INFORMATION OF ANY PROFESSIONAL, AND/OR ANY OTHER CONTENT OR INFORMATION RECEIVED FROM GROW.

13. Survey of Your Experience. GROW will send you links to surveys: (a) prior to your first session; (b) after your fifth (5th) session; and (c) after your final session. While you are not required to participate, your participation does help GROW monitor the helpfulness of the program and your experiences with your Professional. These surveys are confidential, and your responses and data will be maintained by GROW. Insight Global and your Professional will not have access to your individual answers, but the results will be used to provide big picture feedback to Insight Global about the impact of providing Supportive Counseling services to their employees.

14. Ending Contract with Insight Global. GROW's Agreement with Insight Global runs until December 31, 2022, with the potential to be extended beyond such date. Insight Global has agreed to provide at least thirty (30) days advance notice to GROW in the event Insight Global desires to terminate the Agreement, which will provide you and your Professional with sufficient time to discuss whether and how to continue receiving Supportive Counseling services from your Professional.

**By signing this Insight Global Employee Acknowledgment, I acknowledge and agree that: (a) I have read, and I understand, each of the provisions of this Acknowledgement, and agree to be bound by the provisions and obligations stated herein; and (b) I have received a copy of the Patient Bill of Rights from GROW and understand my rights as are stated therein.**

\_\_\_\_\_  
Signature of Insight Global Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Insight Global Employee

## **Patient Bill of Rights**

For the Purposes of this Patient Bill of Rights, any capitalized terms which are used but not defined herein, shall have their respective meanings given to them in the attached Acknowledgment.

1. **Benefits.** You have the right to be provided information from Insight Global and/or your Professional describing the nature and extent of Supportive Counseling services and its benefits. This information should be presented clearly in writing with language that you can understand.

2. **Professional Expertise.** You have the right to receive full information from the Professional about such Professional's knowledge, skills, preparation, experience, and credentials. You have the right to be informed about the available treatment options and the effectiveness of any recommended treatment.

3. **Contractual Limitations.** You have the right to be informed by the Professional of any arrangements, restrictions, and/or covenants established between the Professional and third-party payers that could interfere with or influence treatment recommendations.

4. **Appeals and Grievances.** You have the right to receive information about the methods you can use to submit complaints or grievances regarding the provision of care by the Professional to GROW and/or the Professional's applicable professional association.

5. **Confidentiality.** You have the right to be guaranteed the protection of the confidentiality of your relationship with the Professional, except when laws or ethics dictate otherwise. Any disclosure to another party (other than GROW) will be made with your full written, informed consent. You shall not be required to disclose confidential, privileged, or other information other than: diagnosis; prognosis, type of treatment; time and length of treatment; and cost (if applicable).

GROW and any other entity receiving information for the purposes of benefits determination, public agencies receiving information for health care planning, or any other organization with a legitimate right to information will maintain clinical information in confidence with the same rigor and be subject to the same penalties for violation, as the Professional.

Information technology will be used for transmission, storage, or data management only with methodologies that remove your identifying information and assure the protection of your privacy. Information shall not be transferred, sold, or otherwise utilized (except as is specifically provided in the Acknowledgement).

6. **Choice.** You have the right to choose any duly licensed/certified Professional to provide Supportive Counseling services to you. You have the right to receive full information regarding the education and treatment options (including risks and benefits) to make an informed decision regarding the selection of care that you and the Professional deem appropriate.

7. **Determination of Treatment.** Mental health recommendations shall be made only by a duly licensed, certified Professional in conjunction with you and your family (as appropriate). Treatment decisions should not be made by third party payers. You have the right to make final decisions regarding your treatment.

8. **Benefit Design.** Whenever both federal and state law and/or regulations are applicable, the Professional and all payers shall use whichever affords you the greatest level of protection and access.

9. **Treatment Review.** To assure the treatment review processes are fair and valid, you have the right to be guaranteed that any review of your treatment shall involve a Professional having the training, credentials, and licensure required to provide the treatment in the jurisdiction in which it will be provided. The reviewer should not have a financial interest in the decision and is subject to the Section 5 above regarding Confidentiality.

10. **Accountability.** The Professional may be held accountable and liable to you for any injury caused by the gross incompetence or negligence on the part of the Professional. The Professional has the obligation to advocate for and document necessity of care. Payers and other third parties may be held accountable and liable to you for any injury caused by the gross incompetence or negligence or by their clinically unjustified decisions.