

# Policy and Treatment Contract

# **CLINICIAN – PATIENT SERVICE AGREEMENT**

Welcome to Insightful Direction! Please read the following information as it pertains to our professional and business standards. It is the utmost importance that you thoroughly read through the documents and if there are any questions or concerns you may have about the contents of this agreement, they can be discussed in the initial meeting with your clinician. Please note that once these documents are signed, we have a contractual agreement between us (you, the clinician, and Insightful Direction, LLC). You may at any time rescind this agreement in writing (two weeks notice prior if possible). Cancellation of our agreement is contingent upon if there are any outstanding financial obligations you have acquired with us.

#### PRIVACY AND CONFIDENTIALITY

We keep stringent privacy and confidentiality that is in accordance with federal law, the Health Insurance Portability and Accountability Act (HIPAA). It provides privacy protections and client rights for the use and disclosure of your Protected Health Information (PHI) towards treatment, payment, and health care services. We are required by HIPAA to provide to you a Notice of Privacy Practices (attached to this agreement) for use and disclosure of PHI for treatment, payment, and health care services. The Notice of Privacy Practices explains in greater detail HIPAA and its utilization of your PHI and your acknowledgement of the Notice.

# **PSYCHOLOGICAL SERVICES**

Therapy involves discussing aspects of your life that are unpleasant, it may bring up a wide variety of emotions that may be very uncomfortable such as sadness, anger, loneliness, guilt, helplessness, and frustration. Therapy can also bring about positive results such as improved interpersonal relationships, significant decrease in negative thoughts/emotions, and solutions/revelations to specific problems. There are many different approaches to psychotherapy and which one works is dependent upon the individual, client-clinician dynamics, and specific issues you are experiencing. Once a connection has been established, the method used to assist in addressing your problems is crucial to your active participation and getting results. In rare circumstance, the continuation of psychotherapeutic services may be contingent upon psychopharmacological interventions.

At the start of therapy, we will be gathering information about you, your history, and reasons for seeking therapy. After the initial evaluation we will discuss goals and a general treatment plan that would be attainable and comfortable for you. You should contemplate whether you are comfortable with your Insightful Direction clinician and if you will be able to manage the time and financial obligations required. Here at Insightful Direction we understand that therapy requires commitment, time, and money and we will try our best to assist you. You are not obligated to continue therapy with your clinician if at any time you have any doubts or issues with your clinician. We would be more than willing to arrange a meeting with a different mental health professional for a second opinion.

## SCHEDULING, CANCELLATIONS, BILLING AND PAYMENTS

Appointments are scheduled for 50 minute durations once a week, but may be scheduled more or less within a month. Payments are expected at the time of appointments or will be billed in a statement according to rate indicated unless a 48 hour advanced notice of cancellation is provided. No call no shows will be billed the scheduled rate for the appointment missed. In the case of unusual financial hardship, a payment installment plan may be negotiated. Accounts delinquent more than 60 days and payment arrangements has not been made, we have the right to seek through legal means payment. A collection agency may be contracted or small claims court may be utilized which would require disclosure of confidential information. Collection agencies will only be provided a client's name, service provided, and amount owed to us. Costs for legal actions will be included in addition to amount owed to us.



#### PROFESSIONAL FEES

There will be an initial consultation scheduled through the phone at no cost to you. If you have any questions or need clarification about our professional fees, please address them with us. Please be advised we also charge a standard rate for other professional services such as communications lasting more than 5 minutes on the phone, written reports, consultation with other professionals with your permission, time utilized performing requested services, and preparation of documents and or records.

## LEGAL PROCEEDINGS

We do not generally engage in court matters and do not provide any documented records such as summaries and clinical notes. If at any time a client requests our involvement in any court proceedings, there will be an hourly rate applied if we do decide to participate based on extenuating circumstances.

#### **CONTACT INFORMATION**

You can contact our office at 1.978.606.7039. You will be directed to a staff directory to connect with your clinician's extension. If a clinician is in a session with another client, he/she will not be able to take your call, but you may leave a voicemail and your clinician will try to return your call the same business day or as soon a possible. In order for contact to be more efficient, you can inform us times you're available during the day for us to communicate. In the event of an emergency and you are unable to contact us, please contact your PCP or go to the nearest emergency room. If your clinician is away or on an extended leave, we will provide the name of another clinician to assist you.

## LIMITS ON CONFIDENTIALITY

All communications and privacy between clinician and clients are protected by law. Information can only be released to outside individuals if you have signed an Authorization form that complies with HIPPA and state laws. There are circumstances where authorization is not required:

- There will be instances where we will consult with other mental health professionals about cases, but the identity of the clients are not disclosed. We will inform you of the consultation if it aids in the progress of your treatment.
- Information about your diagnosis and treatment will not be disclosed if requested by any court matters you may be involved in unless you have a written consent or if there is a court order. You should discuss with your attorney about whether or not information from us will be requested via court order.
- We may be required to admonish information if a government agency requests information for health oversight activities.
- We may disclose client information if a complaint has been filed or a lawsuit placed against us by the client. Only information pertaining to the issue will be disclosed to legally defend Insightful Direction.

There are some circumstances in which we are legally obligated to take actions, which would involve revealing some information about a client's treatment. These situations include:

- If there is reason to believe there is abuse, neglect, or exploitation of a child or vulnerable adult, we are required by law to file a report with the appropriate governing agency. Disclosure of information may be required.
- If a client informs us that he/she intends to cause physical harm to certain individuals, protective actions may be taken. Such actions includes informing law enforcement and potential victim of the threat, modification of treatment plan to remove any threat to action, or hospitalization of client.



- If we believe there's an imminent risk that a client will be self injurious or display suicidal ideations, we are required to take appropriate actions such as hospitalization and notifying relatives or governing bodies to protect the client. In this circumstance we will discuss with you before taking any actions if deemed appropriate.
- If you have any questions or concerns about any of the information you have read about our confidentiality, please discuss them with us. While we have listed some potential situations that may occur where information may be released, there are other circumstances that should be anticipated if applicable.

## **CLIENT RIGHTS/ RECORDS**

In regards to your records, they are protected by HIPPA/PHI and are kept in two separate files. One file is your clinical record and the other is the psychotherapy notes. In your clinical record, information about your diagnosis, treatment, goals, medical/social history, progress, financial obligations, and insurance information are included. You have a right to examine and request a copy of your records, but we must receive a written request. You may review your records with us or another mental health professional. In most cases we are allowed to charge a small fee, \$1.00 per page, for release of records. We keep psychotherapy notes from client sessions and they are utilized for our own use to assist in the best approach for treatment planning. Contents in the notes includes but are not limited to conversations between client and clinician, examination of conversation, and how it interacts with your therapy.

Parents of clients under 16 yrs of age whom are not emancipated may have the right to examine their child's records. In most circumstances, parental involvement is important to the progress and success of treatment. It is our policy that clients between 16 and 18 yrs of age sign a written agreement to release information to their parents about progress of treatment and attendance to sessions. If we feel that a client is in any danger, danger to self or others, we will notify their legal guardian.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE PATIENT - CLINICIAN SERVICES AGREEMENT AND AGREE TO ITS TERMS. IT ALSO SERVES AS AN ACKNOWLEDGMENT THAT YOU HAVE RECEIVED THE NOTICE OF POLICIES AND PRACTICES TO PROTECT THE PRIVACY OF PATIENT HEALTH INFORMATION (HIPAA NOTICE) FORM DESCRIBED ABOVE.

| Signature | Date _ |
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