

## **INSIGHT MEDICAL GROUP LLC TREATMENT CONTRACT**

Welcome to my practice. This document (the Agreement) contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a new federal law that provides new privacy protections and new patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices (the Notice) for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. The law requires that I obtain your signature acknowledging that I have provided you with this information at the end of this session. Although these documents are long and sometimes complex, it is very important that you read them carefully before our next session. We can discuss any questions you have about the procedures at that time. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless I have taken action in reliance on it; if there are obligations imposed on me by your health insurer in order to process or substantiate claims made under your policy; or if you have not satisfied any financial obligations you have incurred.

### **PSYCHOLOGICAL & MEDICAL SERVICES**

Psychotherapy is not easily described in general statements. It varies depending on the personalities of the clinician and patient, and the particular problems you are experiencing. There are many different methods I may use to deal with the problems that you hope to address. Psychotherapy is not like a medical visit. Instead, it calls for a very active effort on your part. In order for the therapy to be most successful, you will have to work on things we talk about both during our sessions and at home.

This agreement also covers those who are here for medical visits without psychotherapy.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been shown to have many benefits. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs.

Some first impressions of what our work will include result, along with a discussion on plan, if you decide to continue with therapy. You should

evaluate this information along with your own opinions of whether you feel comfortable working with me. Therapy involves a large commitment of time, money, and energy, so you should be very careful about the therapist you select. If you have questions about the visits, we should discuss them whenever they arise. If your doubts persist, I

will be happy to help you try to find another mental health professional for a further care.

## **MEETINGS**

I normally conduct an evaluation that will last around 2 sessions. During this time, we can both decide if I am the best person to provide the services you need in order to meet your treatment goals. If psychotherapy is begun, I will usually schedule one 45-minute session per week at a time we agree upon, although some sessions may be longer or or less or more frequent depending on your thoughts.

For medication evaluations, one initial session is usually sufficient, although complicated situations may require an extra evaluation session. Follow-up medication checks are normally 20-30 minute appointments, but I rarely do them that way I prefer to do psychotherapy concurrently, and this can last 50-60 min.

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. A missed appt. fee of 50\$ is assessed should no notice be provided. No Showing, means to me you are self discharging. It is important to note that insurance will not cover this fee.

If you are more than 10 minutes late for a scheduled appointment and have not called to advise me that you will be arriving for your appointment, I will consider it a late cancellation and I may leave the office.

If you arrive late to a follow-up medication check i may or may not be able to help you. because of other scheduled appointments.

In general, we make every effort to accommodate changes or scheduling conflicts that may arise for you, which require advance notice. Also, we often have patients waiting for appointments to become available, and occasionally there is an emergency appointment needed. Your earliest communication regarding cancellations is greatly appreciated.

### **PROFESSIONAL FEES**

Our fees are as follows, there may be discounts for cash paid in full at the time of service only.: Your Insurance may have negotiated rates that are substantially less than published rates.

Late cancellation (without 24 hours) and NO SHOW fees are 50\$ you will be billed, insurance will not cover.

New Patient Evaluation	\$250
1 hour Therapy or Medical visit	\$180
½ Hour Therapy or Medical visit	\$100
15-20 Minute Medication Check (99213)	\$ 80
1 Hour Group Therapy	\$ 45

In addition to weekly appointments, I charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations lasting longer

**Insight Medical Group ♦ 428 Lafayette Rd. STE 101  
Hampton, NH 03842 978.267.1193 888.979.1193 fax**

than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, telephone treatment reviews for insurance companies with whom we are not participating providers, and the time spent performing any other service you may request of me. If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the difficult administrative and logistical aspects of legal involvement, I charge double my hourly rate for preparation and attendance at any legal proceeding.

## **GENERAL AND EMERGENCY CONTACTS**

### **LEAVING MESSAGES FOR US**

The office may function without a full-time receptionist, you may leave a voicemail 24 hour call # from the website . All phone numbers accept voice mail.

Message us at any time at 603-394-1724.

. Regular office hours are mon. thru Fri. 8am to 5 pm. We see patients Tues, Wed. and Thu.

Messages left after 5 pm on Friday may not be retrieved until Monday morning.

If there is an emergency please dial 911.

### **LEAVING MESSAGES FOR YOU**

We may have occasion to contact you regarding scheduling or other administrative matters. Unless we are advised to the contrary, this agreement provides that we may leave such messages with persons who answer the phone or on voicemail devices at phone numbers you provide to us. We will make every effort to be discreet and disclose a minimum of information when we leave messages. We generally do NOT rely on E-mail.

### **ON CALL**

We do not offer twenty-four hour coverage,

. If you call after the usual daytime hours, and it is not an emergency, please leave a voicemail message for your provider. Your call will be returned the next

business day. If it is an emergency, all of our phones record voice mail, we will get the message, but you SHOULD go to the emergency room for evaluation. OR dial 911.

Refills are not an emergency.

- after hours courtesy line is 603-395-1724. It may not be answered, but leave a message.

### **A NOTE ABOUT EMERGENCIES**

Please be thoughtful about calling after hours.

Routine or less urgent matters are best handled by the voicemail procedures during  
regular business hours.

### **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a clinician. In most situations, I can only release information about your treatment to others if you sign a written authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this contract provides consent for those activities, as follows:

- We occasionally find it helpful to consult other health and mental health professionals about a case. We make every effort to avoid revealing the identity of the patient. The other professionals are also legally bound to keep the information confidential.

- Be aware that we practice with other mental health professionals and that we employ admin. staff. In most cases, we need to share protected information with these individuals for both clinical and administrative purposes, such as scheduling, billing and quality assurance. All of the medical professionals are bound by the same rules of confidentiality. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.
- We occasionally have contracts with other medical health providers. As required by HIPAA, these persons, promise to maintain the confidentiality of this data except as specifically allowed in the contract or otherwise required by law.
- Disclosures required by health insurers or to collect overdue fees are discussed elsewhere in this Agreement.

There are some situations where I am permitted or required to disclose information without either your consent or Authorization:

- If a patient threatens to harm himself/herself, I may be obligated to seek hospitalization for him/her, or to contact family members or others who can help provide protection
- If you are involved in a court proceeding and a request is made for information concerning the professional services that I provided you and/or the records thereof, such information is protected by the clinician-patient privilege law. I cannot provide any information without your written authorization, or a court order. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information.

- If a government agency is requesting the information for health oversight activities, I may be required to provide it.
- If a patient files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a patient's treatment. These situations are unusual in my practice.

- If I have reason to suspect that a child has been abused or neglected, the law requires that I file a report with the Bureau of Child and Family Services. Once such a report is filed, I may be required to provide additional information
- If I suspect or have a good faith reason to believe that any incapacitated adult has been subjected to abuse, neglect, self-neglect, or exploitation, or is living in hazardous conditions, the law requires that I file a report with the appropriate governmental agency, usually the Department of Health and Human Services. Once such a report is filed, I may be required to provide additional information
- If a patient communicates a serious threat of physical violence against a clearly identified or reasonably identifiable victim or victims, or a serious threat of substantial damage to real property, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking involuntary hospitalization for the patient.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can

be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

### **PROFESSIONAL RECORDS**

The laws and standards of my profession require that I keep Protected Health Information about you in your Clinical Record. You may examine and/or receive a copy of your Clinical Record, if you request it in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I am allowed to charge a copying fee of \$15.00 for the first 30 pages or 50 cents per page, whichever is greater.

### **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Clinical Records and disclosures of protected health information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Records is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

### **MINORS & PARENTS- We do not as a rule treat minors...however...**

Patients under 18 years of age who are not emancipated, as well as their parents, should be aware that the law allows parents to examine their child's treatment records unless I decide that such access is likely to injure the child, or we agree otherwise. If the treatment is for drug dependency, parents may examine the records of children under age 12. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they consent to give up their access to their child's records. If they agree,



during treatment, I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. Any other communication will require the child's Authorization, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving parents any information, I will discuss the matter with the child, if possible, and do my best to handle any objections he/she may have.

### **BILLING AND PAYMENTS**

You will be expected to pay for each session at the time it is held, unless it is agreed otherwise or you have insurance coverage that requires another arrangement.

All balances over 60 days may be charged interest of 1-1/2% per month. There will be a charge for returned checks based on the banking charge, 40\$. In the event of any concerns or questions about your bill, I will do whatever I can to address them. In the event that difficulties surface in paying your outstanding balance, it is important to discuss the possibility of implementing a payment plan with our billing dept.. If your account is more than 120 days in arrears and suitable arrangements for payment have not been agreed to, you need to be aware that the option of using legal means to secure payment, including collection agencies or small claims court, may be initiated. If we are forced to pursue collection, you will be responsible for all costs of collection, including reasonable attorney's fees.

### **INSURANCE REIMBURSEMENT**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some coverage, you (not your insurance company) are responsible for full payment of my fees. It is very important that you find out exactly what services your insurance policy covers.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. Read your insurance coverage booklet carefully. If you

have questions, make sure you contact your plan and inquire. If your benefits are provided through your workplace, your Human Resources department can also help you obtain accurate answers to your questions about coverage.

Due to the rising costs of health care, insurance benefits have increasingly become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. "Managed Health Care" plans such as HMOs and PPOs may require authorization before they provide reimbursement for mental health services.

These plans are often limited to short-term treatment approaches designed to work out specific problems that interfere with a person's usual level of functioning. It may be necessary to get a "Prior Authorization" for us to treat you, from your Primary Care Provider. This is YOUR RESPONSIBILITY to know and secure, without it, we will not be reimbursed. If we are not reimbursed, you will be FULLY RESPONSIBLE FOR THE BILLING.

**YOU ARE ALSO RESPONSIBLE FOR ALL BILLINGS PRIOR TO MEETING DEDUCTIBLES.**

You should also be aware that your contract with your health insurance company requires that I provide it with information relevant to the services that I provide to you. I am required to provide a clinical diagnosis. Sometimes I am required to provide additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record. In such situations, I will make every effort to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. I will provide you with a copy of any report I submit, if you request it. By signing this Agreement, you agree that I can provide requested information to your carrier.

(Cont. Payment Options): We accept cash, in-state personal checks, Discover, Amex, MasterCard and Visa.

Minor/Dependent of Divorced or Separated Parents: Both parents are financially responsible for all services rendered to minor/dependent children regardless of who is the statement recipient on the account.

Reminders of Appointment: As a courtesy, our office will send a reminder via e-mail, text or phone. Please reply to this reminder.

If we do not receive a reply to the reminder at least two business days prior to your appointment, we may reallocate the appointment to someone else.

Cancellation of Appointment: To be respectful of the medical needs of our community, please be courteous and call our office promptly if you are unable to attend an appointment. You are required to give 24 hours notice of intent to cancel any appointment unless a bonafide emergency comes up. There will be a 50\$ change for such missed or late call out appointments.

If a patient fails to call or show for his/her scheduled appointment twice, he/she will be discharged from Insight Medical Group LLC.

Prescription Refills: New prescriptions will not be issued without first seeing the provider.

Prescriptions for acute care or chronic conditions are written with an appropriate number of refills to complete the course of treatment or to last until your next scheduled assessment/appointment.

Therefore, refills should be accomplished at regularly scheduled appointments, unless we are off schedule, then a bridging Rx may be requested. Regular prescription refills (not requested during the office visit) may be charged \$20 each, at the discretion of the provider if they become habitual.

Controlled medications are not refilled over the telephone at any time, unless there is a good reason and require monthly office visits at a minimum.

If you arrive more than 10 minutes late, you may be asked to reschedule.

Your children are NOT to be brought to your appointment.

For emergencies, call 911 or go to local emergency room.

For non-emergent issues that CANNOT wait until regular office hours, call our office and leave a message. We may be able to retrieve voice mail from home depending on circumstances, though no guarantees.

Insurance: We participate in several insurance plans. As a courtesy to our patients, we bill all insurances each visit, you will complete a paper registration form, provide your current insurance card and a photo ID if asked. You are responsible for all co-pays, co-insurance, deductibles, non-covered services not paid by your insurance company, AND FOR GETTING REFERRALS BEFORE SERVICE.

Knowing your insurance benefits is YOUR responsibility.

By affixing your signature you agree to the terms of service contained herein, and acknowledge your responsibilities as a partner in this professional relationship.

X \_\_\_\_\_ date \_\_\_\_\_  
patient

X \_\_\_\_\_ date \_\_\_\_\_  
witness

Signature Page

Insight Medical Group ♦ 428 Lafayette Rd. STE 101  
Hampton, NH 03842 978.267.1193 888.979.1193 fax