

Insight Guidance

5049 Swamp Rd, Suite 305, Doylestown, PA 18923

Office Policies and Practices 2023

This document contains the office policies and practices of Insight Guidance. It includes the terms and conditions of the services the therapists provide. It includes declarations of the rights and responsibilities of the client, and the responsible parties who help pay for the provided services. Please retain for your records.

Fees: Insight Guidance is a self-pay therapy service and not in-network for any insurance companies and therefore it is required that clients and/or the identified responsible parties pay up front for the services provided. Payment is expected at the time of service, unless other arrangements have been made. Insight Guidance accepts credit card, Venmo, cash or check. There will be a \$25 fee for each returned check.

Even if the client's insurance company will reimburse the client for part or all of the cost of care, the client, and all responsible parties, are still responsible to pay up front for all services. If the client or responsible party would like to request reimbursement from his or her insurance company, Insight Guidance can assist him or her in this process, as further described in the document, "Client Billing Form."

Each client and responsible party will receive a statement reflecting the services that the client received and the payments that the client and responsible parties have paid for those services, as well as outstanding balances, if any, upon request.

Initial Consultation: In order to ensure a "good fit", Insight Guidance provides an initial free 15-minute consultation with the therapist. This consultation is only offered over the phone. If the consultation exceeds 15 minutes, the client will be billed a full session fee.

Fee for Communication Between Sessions: Insight Guidance is committed to providing quality and accessible care. As such the therapists have the ability to make themselves available for communication between sessions. In order to ensure that cases are properly managed, and in an effort to respect the importance of individual session time, there will be a fee for responses to excessive calls, texts, or emails outside of session. Excessive calls, texts or emails is defined by more than 15 minutes of client/therapist contact during the week, through any means of communication. This additional communication is billed in 15-minute increments as it relates to your session fee, or at minimum \$50 per each accrual of 15 minutes. This out of session contact cannot be sent to insurance for reimbursement. In emergency or crisis situations, 911 should be called by the client for immediate care.

Non-payment: Clients and responsible parties should notify Insight Guidance if problems arise that impact their ability to pay for services in a timely fashion. The information for at least one valid credit card will be kept on file for each client, unless the client and/or responsible parties do not possess a credit card. If payment is not received within one week of the date of service, the credit card on file will be charged the outstanding balance. If a client has an outstanding balance that cannot be paid, Insight Guidance reserves the right to terminate services to the client and to refer the client to other providers.

Cancellations: If a client needs to cancel a scheduled appointment, Insight Guidance asks that he or she inform the therapist of this via email or text as soon as possible. If the therapist is informed of the cancellation more than 24 hours before an appointment time, there will be no charge for the cancellation. If they are informed of the cancellation less than 24 hours before the appointment time and do not reschedule within the same week, the client or responsible parties will be charged 100% of the fee that would have been applied to the scheduled appointment.

Missed appointments: Missed appointments with no notification given to the therapist will be billed at 100% of the appointment fee.

Confidentiality and Privacy Practices: Insight Guidance is committed to protecting the privacy of clients, legal guardians (if applicable), and the people who help pay for the services we provide ("responsible parties"). We abide by all applicable laws and regulations related to protecting client privacy and the privacy of legal guardians and responsible parties.

Insight Guidance

5049 Swamp Rd, Suite 305, Doylestown, PA 18923

Information provided as part of the therapeutic services to clients is confidential, except in the following circumstances:

1. **For treatment:** In order to provide and help coordinate care that meets current standards of acceptable medical practice, Insight Guidance will, at times, need to communicate and share information, including a client's mental health information or information about responsible parties, with the client's other health care providers. You will be asked to complete an Authorization for Release of Information form as necessary.

These providers include, but are not limited to, the following:

- a. The client's Psychiatrist
 - b. The client's primary care provider(s)
 - c. The client's substance use disorder program
 - d. Other physicians, nurses, physician's assistants, nurse practitioners, and other health care providers who care for the client
 - e. The client's pharmacy/pharmacies
 - f. The client's medical and/or hospital laboratory/laboratories
 - g. The client's social worker(s) and/or community care agencies
 - h. Hospital staff, if the client becomes hospitalized.
1. **For payment:** Because Insight Guidance does not accept payments from insurance companies, the therapist does not communicate with them directly. In some circumstances and at a client's or legal guardian's request, the therapist may be asked to communicate with the insurance company to support the client's efforts to obtain reimbursement from them for services provided. Communications of this nature lasting more than 15 minutes per instance will be charged to the client at the client's hourly rate.
 2. **For friends, family members, and other social contacts who support a client's health:** It may be important for a client's friends, family members, or other social contacts to be informed about the client's health problems, health care providers, and current treatment(s), treatment plan options, treatment plan risks, and treatment plan benefits. At a client's request and with the client's or legal guardian's permission, Insight Guidance will provide information about the client's mental health and mental health care to these persons. Although responsible parties help pay for a client's care, information cannot be released about the client's mental health and mental health care to a responsible party without the client's permission. At a minimum, however, the client will be asked to allow Insight Guidance to communicate to the responsible party the following information about each service we provide to the client: date, time, type of service, fee, and amount of fee for which the party is responsible.
 3. **For parents or legal guardians of minors:** Clients under 14 years of age are not legally entitled to the same confidentiality laws that apply to adult clients. Therapy is most effective, however, when a trusting relationship exists between the client and doctor. Insight Guidance prioritizes the privacy of minor clients to optimize the therapeutic relationship. While a client's parent(s) or legal guardian(s) will be informed about a minor client's health problems, current treatment(s), treatment plan options, treatment plan risks, and treatment plan benefits, the therapist typically does not reveal to parents or legal guardians the details of the therapeutic interactions without the minor client's permission, unless necessary to do so to prevent harm (see 6 below).
 4. **As required by law:** Local, state, and federal laws and regulations require the disclosure of private information in certain circumstances. Insight Guidance must abide by these laws.
 5. **To prevent harm:** Insight Guidance is required by law and legal precedent to disclose private information if such disclosure will prevent or lessen a serious or imminent threat to the health or safety of a client, another person, or the public. In such circumstances, the therapist will generally be releasing private information to the police or another entity that is able to prevent or lessen the serious

Insight Guidance

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or imminent threat of harm. If the therapist learns that a client may seriously harm another person, the therapist is required by law and legal precedent to warn that person.

6. **To public health agencies:** Governmental public health agencies require therapists to release private information about clients in specific circumstances, including to prevent or to control certain infectious diseases and food-borne illnesses, to mitigate child abuse or neglect, and to mitigate elder abuse or neglect. Insight Guidance must abide by these laws.
7. **To health oversight agencies:** As authorized or required by law, Insight Guidance may disclose private information to governmental and other agencies responsible for the oversight, regulation, licensing, accreditation, and auditing of health care services.
8. **For lawsuits and other legal actions:** Insight Guidance may be required to release private information in response to lawsuits, other legal proceedings, court or administrative orders, subpoenas, warrants, summons, or other lawful processes.
9. **With client permission:** With a client's or legal guardian's written permission, Insight Guidance may release the client's mental health information to any other outside party. The client may revoke this permission at a later time; however, they cannot retract any information that has already been released.

Treatment Records vs. Psychotherapy Notes: For each client, a treatment record is created that documents the services provided to that client, including the following: dates and times for each encounter; type of services delivered; reasons for each encounter; assessments; diagnoses; treatment response; and billing and coding information. For individual and family psychotherapy clients, a separate set of psychotherapy notes may be created, which are used to document and analyze the psychotherapy work. In the interest of maintaining the privacy and confidentiality of psychotherapy, the privacy of these notes is protected to a greater extent than medical records. Nonetheless, Insight Guidance may be required to release these notes in certain circumstances, including the following:

1. As required by law
2. To prevent harm to the client, another person, or the public
3. To agencies responsible for the oversight, regulation, licensing, accreditation, and auditing of health care services.
4. In response to lawsuits, other legal proceedings, court or administrative orders, subpoenas, warrants, summons, or other lawful processes.

Medical Information Rights: Although a client's treatment records are the property of Insight Guidance, the client, legal guardian, and/or responsible parties have the following rights related to the client's medical records:

1. **Right to inspect and copy:** With certain exceptions, a client or legal guardian has the right to inspect and/or receive a copy of the client's medical records. If the client or legal guardian requests a copy of the client's medical records, the client and all other responsible parties will be charged, at Insight Guidance hourly rate, for the time it takes to prepare the copies.
2. **Right to request an amendment or addendum:** If a client or legal guardian believes the client's medical records are incorrect or incomplete, he or she may ask Insight Guidance to amend the information or create an addendum to the records. This request must be submitted in writing that is dated, timed, and signed. Insight Guidance may choose to deny the request, particularly if the record in question was not originally created by Insight Guidance (e.g. copies of outside medical records or diagnostic tests that have been included in the record) or if the therapist believes the medical record to be accurate and complete.
3. **Right to an accounting of disclosures:** Each client or legal guardian has the right, in certain circumstances, to have a list of the people to whom Insight Guidance has disclosed the client's mental health information. This request must be submitted to us in writing that is dated, timed, and signed. If a

Insight Guidance

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client makes more than one such request in a 12-month period, the client and all other responsible parties will be charged, at Insight Guidance' hourly rate, for the time it takes to create the list.

4. **Right to request restrictions:** Although, as listed above, Insight Guidance may release a client's mental health information to (1) other providers, (2) payors (e.g. the client's insurance company), and (3) friends, family, and social supports, the client or legal guardian may request that such information not be released to specific individuals in these categories. This request must be submitted to us in writing that is dated, timed, and signed. The request must include what information he or she does not want released and to whom he or she does not want the information released. Insight Guidance is not required to comply with such a request, particularly if the request interferes with the client's care, the law, the client's safety, and the safety of others.
5. **Right to request confidential communications:** Each client, legal guardian, and/or responsible party has the right to request that Insight Guidance communicate with him or her in a way that maintains his or her privacy. For example, he or she may request that voice messages only be left at certain telephone numbers, but not at others. This request must be submitted in writing that is dated, timed, and signed. Insight Guidance will accommodate all reasonable requests.
6. **Right to receive a copy of this information:** Clients, legal guardians, and/or responsible parties have the right to receive a copy of this document. This request must be submitted in writing that is dated, timed, and signed.
7. **Professional consultation and supervision:** Insight Guidance may receive professional consultation and supervision from colleagues with expertise relevant to the care of their clients. This may include psychotherapy supervision groups. Insight Guidance gives each client or legal guardian the ability to request that the therapist not disclose the client's private information for the purpose of professional consultation and supervision. This request must be submitted in writing that is dated, timed, and signed. Insight Guidance will accommodate all reasonable requests. There is no penalty if a client or legal guardian refuses to allow the therapist to disclose private information for this purpose.

Conduct outside the office: To protect the privacy of clients, legal guardians, and responsible parties, Insight Guidance will not approach or greet clients, the clients' legal guardians, or responsible parties if the therapist happens to see them outside the office. Please do not be offended if the therapist applies this policy to you; this measure is simply to ensure that your privacy is not violated.

Care of minors (under 14 years of age): To protect the safety of Insight Guidance clients and their families, no minor may be left unattended in the waiting area. For clients under 14 years of age, a parent, legal guardian, or adult chaperone chosen by the parent or legal guardian must accompany the client to the waiting area and be available in the waiting area 10 minutes prior to the expected end of the appointment. Insight Guidance must approve any absence of the parent, guardian, or identified adult chaperone from the waiting area during the appointment time.

Electronic communications: Email and texting are not private forms of communication, but are more like a postcard that can be viewed by anyone with access to certain areas of the Internet and/or cellular system. Electronic communications should not be used for urgent or emergent matters, as Insight Guidance may not check email or text messages frequently enough to respond in a timely manner. If a client, the client's legal guardian (if applicable), and Insight Guidance agree to use electronic communications for routine issues (e.g. appointment times, medication refills, etc.), a separate Electronic Communication Consent Form must be signed by the client or the client's legal guardian.

Vacations and unavailability: Insight Guidance will notify clients (and legal guardians, if applicable) in advance of any periods of time that they will be unavailable due to pre-scheduled vacations. Your therapist may not be able to notify clients (and legal guardians, if applicable) of other times of unavailability that is the result of urgent or emergent matters. If your therapist is unavailable for any significant period of time, you will be contacted and offered an alternative therapist.

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Termination: A client may discontinue care with Insight Guidance at any time. There is no fee or charge for discontinuing care. Insight Guidance reserves the right to discontinue their services to a client and to refer the client to other providers, particularly in the following circumstances:

1. If the client, legal guardian (if applicable), and/or responsible parties are unable to abide by the terms and conditions of these services as indicated in this document and in other documents signed by the client, legal guardian, and/or responsible parties in pursuit of care with Insight Guidance;
2. If the client and/or legal guardian (if applicable) is unable or unwilling to abide by the treatment plan developed between the client and Insight Guidance; or
3. If the client and/or responsible parties are unable to pay for services or care provided to the client, as noted above; or
4. If the client behaves in a way that is threatening to any member of Insight Guidance, including using threatening or inappropriate language, gestures, or making threats of harm or criminal/legal action.
5. If the client has not attended a session or responded to outreach attempts in 30 days.

Changes to these policies and practices: Insight Guidance reserves the right to change the policies and practices listed in this document, and to make the changes applicable to any information they already have or will receive about a client, legal guardian, and/or responsible parties. The client, legal guardian (if applicable), and responsible parties will be informed in writing or electronically of any changes that are made.

Questions and concerns: If you have any questions or concerns about this document, please contact Melissa Moreno, LPC at Melissa@HeartofTherapy.com