



Service Contract

Confidentiality

All information shared in assessments and individual sessions are kept confidential and within the parameters of HIPAA guidelines unless otherwise specified in a release of information (ROI) signed by the Client. In order to best serve you and your wellness needs an ROI may be requested in order to make referrals to, or to consult with, medical providers, a nutrition coach or any other provider deemed appropriate as agreed upon by the Provider *and* you, the Client. Any ROI's signed will be valid for 1 year from the date of signature unless revoked in writing by the Client.

All Electronic Health Records (EHR) are kept on a HIPAA compliant platform, *TherapyNotes*, that is separate from the shantiwellness.org website. Separate terms and conditions will apply to the third party EHR platform and it is the responsibility of third party to disclose those terms and conditions. It is the Client's responsibility to read and understand those terms and conditions.

Upon securing services with Shanti Wellness clients will be provided with client portal information which will redirect them to *TherapyNotes* where the Client will be able to complete demographics paperwork, e-sign paperwork and establish the client portal account for future scheduling requests and to attend video visits. **The invitation will expire after 7 days if no account has been created. Client forms will need to be filled out, signed and submitted within that 7 day period and at least 2 full business day prior to initial appointment otherwise the appointment will be canceled by provider until such time the documents have been received.**

Personally identifying information will be shared for the purpose of billing insurance for services rendered and/or for the purpose of debt collections in the case of unpaid balances as outlined in the "Billing, Fees and Cancellation" policy and as outlined in the HIPAA Privacy Policies.

Please be advised that I am a mandated reporter and obligated to report any disclosed or suspected child or elder abuse or neglect to the appropriate authorities. Imminent risk to self or others will also be addressed as required/allowed by law. More detailed information regarding mandated reporting can be found in the HIPAA Privacy Policies.

Informed Consent

Communications Policy

Please be advised the phone number and email info@shantiwellness.org provided to contact Shanti Wellness does not have any special protections beyond password access and is not specially encrypted. If the Client/Potential Client shares personal or sensitive information or engages in any communication through either one of those platforms they do so at their own risk however, Shanti Wellness and its affiliates take reasonable precautions to reduce such risk. A secure email option is also available: melissa@shantiwellness.hush.com.

Additional policies and practices are outlined in the Technology Assisted Consent (TAC) form.

Professional Associates

Shanti Wellness reserves the right to share office space with other professional associates and colleagues. These associates will be occupying space for the provision of mental health and wellness services and as such they and their clients will have access to common areas. This means that Shanti Wellness and its clients, the Associate(s) and its clients, may, and likely will, come into contact with each other in common areas such as the waiting room when engaging in in-person visits. Both Shanti Wellness and its Associate(s) are bound by HIPAA and their respective professional ethical guidelines and licensing boards. As such, the privacy and confidentiality of ALL clients is of the utmost importance to each provider and will be protected and kept confidential.

Additionally, Shanti Wellness may also employ or contract with other professionals and business associates who will have access to records and information as appropriate to perform their job duties. These professionals and business associates will be required to sign relevant agreements requiring their adherence to HIPAA guidelines and all relevant ethical and professional standards as they relate to the protection and best interest of Clients and their PHI.

Disclaimer

Shanti Wellness offers health and fitness psychoeducation. This psychoeducation is not medical advice and is intended for educational and/or information sharing purposes only and is not intended to replace the advice, treatment, or diagnosis of a medical healthcare professional.

You should always consult with a medical healthcare professional before starting any fitness program, dietary changes, or any other change in your healthcare routine.

If you experience dizziness, faintness, shortness of breath or pain while exercising, stop immediately, and consult with a medical healthcare professional.

Melissa Shigematsu is a licensed mental health professional (ND LCSW, MN LICSW), Yoga instructor and Certified Integrative Mental Health Professional (CIMHP), not a licensed medical provider.

Yoga Asanas (physical postures) are generally very safe and modified moves are demonstrated/provided. However, as with any physical activity, there is some risk. While your instructor/provider will take appropriate precautions and considerations to ensure safety, the client assumes all risk and is responsible for disclosing any physical or medical conditions that may pose a greater risk and/or require additional accommodations.

You agree that you assume all responsibility when choosing to act on any of the health or fitness psychoeducation or yoga instruction offered by Shanti Wellness and/or its affiliates.

Shanti Wellness reserves the right to amend this policy at any time without prior notice.

If you have any questions about this Disclaimer, please contact Melissa Shigematsu at info@shantiwellness.org or at (701) 353-9238.

Billing, Fees and Cancellation

Billing:

By signing the Service Contract the Client expressly gives Melissa Shigematsu, Owner and Provider at Shanti Wellness, PLLC and its associates permission to disclose and release the Client's personally identifying information and/or Protected Health Information (PHI) to the client's insurance provider for the purpose of billing and payment for services rendered and to secure continued coverage as required by the insurance. Further, the client understands they will be responsible for any and all costs not covered by insurance as permissible by Provider's contract with that insurance as applicable. By signing, the Client further acknowledges understanding that this consent may be revoked in writing by the Client at any time however, this will require self-pay arrangements to be made to Provider's satisfaction or services will be terminated.

Insurance coverage will be verified prior to initial appointment. The Client is also strongly encouraged to check coverage details for their individual plan. Insurance information is to be provided at the time of scheduling in order to allow Provider sufficient time to verify coverage and details prior to the scheduled appointment.

Please be advised- billing and insurance issues inevitably arise when dealing with insurances and are expected. However, any administrative time spent addressing billing and/or insurance related issues due to outdated, incomplete and/or inaccurate information on the part of the client will be billed as a professional service in accordance with the fee schedule outlined on page 4.

Clients will be expected to provide a form of payment to be kept on file to cover any out-of-pocket costs and fees.

Direct payments for non-covered fees or services are due at the time of accrual and will be billed to the card on file. Self-pay for sessions and co-pays/co-insurance are due at the time of service and will be billed to the card on file. Accounts will be kept current: insurance payments will be posted to the Client account as they are received from the insurance provider. Any amount deemed to be Client/Patient responsibility by the insurance provider will be charged to the card on file at that time unless other payment arrangements have been previously made.

On the first Friday of every month billing statements will be sent out for the previous month to Clients who have had out of pocket costs such as co-pays, co-insurance, "patient responsibility" charges and fees. Holidays may affect this timeline. Clients who have had no out-of-pocket costs for services will not be sent a statement unless requested. Please be advised- statements generated by *Therapy Notes* EHR system do not reflect insurance payments.

In the case of alternate payment arrangements, the card on file will be charged on the date agreed upon and arrangements must allow for the account to be made current within 30 days of the date of service. If for any reason this is not adhered to, appointments will be canceled/not scheduled until the account has been made current. In the event the Client account is 60 days past due, personal information may be disclosed as necessary to transfer the debt to a collection agency if all reasonable attempts to collect payment have been exhausted and no alternative payment arrangements have been made.

Yoga is not generally covered by insurance and Clients are expected to pay for this in full at the time of or prior to service when participating in class or individual Yoga sessions.

Fee schedule:

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| ➤ New client/diagnostic assessment | \$200 |
| ➤ Individual therapy (return visit- 53-60 min) | \$175 |
| ➤ Individual therapy (return visit- 38-52 min) | \$145 |
| ➤ Individual therapy (return visit- 16-37 min) | \$130 |
| ➤ Records provision | \$1.00 per page |
| ➤ Crisis Intervention | \$250 |

Please be advised Shanti Wellness and its affiliates/associates DO NOT provide 24/7 on-call emergency services. Issues requiring Emergency services outside of regular/posted business hours should be addressed using one or more of the following resources:

~Call 911 or present to your local emergency room

~Call 988 Suicide and Crisis Lifeline

~Call First Link Helpline at 211

~Call Prairie St. John's at 701.476.7200 for a needs assessment

~Call Mobile Crisis Unit at 701-298-4500 or 888-342-4900

- Stand-alone yoga and mindfulness services- please refer to www.shantiwellness.org for the most current information on availability, times and fees.
- Professional Service fees will be based on my hourly return visit rate and broken down by time spent. Professional services are services provided outside of session for which a fee is billed directly to the Client and include but are not limited to:
 - ESA letters, providing documentation and/or reports to other agencies/supportive services on the Client's behalf, completion of SSDI or FMLA paperwork, provision of records, meetings with or consultation provided to other providers/agencies at the Client's request, care coordination. In some instances, some or all of the professional service fees will be paid by the requesting agency/organization in which case those charges and payments will be reflected on the Client's account.
 - Phone calls lasting more than 5 minutes that are clinical in nature or related to coordination of care needs.
 - Please be advised that I do not engage in legal proceedings unless subpoenaed and required to do so by the court. Any time spent in court, at the courthouse or preparing for related court proceedings will incur a fee based on my hourly rate and will be the responsibility of the client, even if I have been subpoenaed by the other party, and it will be the responsibility of the Client to seek reimbursement, if they wish, from the other party. Additional information related to rights and responsibilities regarding court proceedings is outlined in the HIPAA Privacy Policies.
- \$25 added to account balance for each NSF check.
- Checks, cash, HSA/Healthcare Flex/credit/debit cards are accepted for clinical services. HSA/Healthcare Flex not accepted for stand-alone yoga or mindfulness services.

Cancellations:

Clients are asked to give at least 24 hours notice prior to their scheduled appointment time when cancelling or requesting a reschedule. Cancellations or reschedules requested with less than 24 hours notice will be considered a late cancellation.

Cancellation requests can be made using the client portal, via the emails provided or by calling/texting 701.353.9238 however, the preferred and most efficient method is the Client portal as this updates the system calendar immediately and alerts me to the request for approval. This method also removes availability online so that others are not able to also request that time.

A late cancellation will incur a fee equal to half the scheduled return visit rate unless extenuating circumstances are present and waiving the late cancellation fee due to those circumstances is at the sole discretion of the Provider.

A “no show” is defined as not showing up for a scheduled appointment without having notified the Provider ahead of time.

A “no show” will incur a fee equal to the full session fee unless extenuating circumstances are present and waiving the no show fee due to those circumstances is at the sole discretion of the Provider. New, unestablished Clients who no show the initial diagnostic evaluation/intake appointment will not be charged the no show fee unless and until they wish to reschedule the intake at which time they will need to pay the fee before being able to do so.

Insurance companies do not cover the cost of late cancellation or no-show fees- these fees are the responsibility of the Client.

Clients who consistently cancel late, consistently reschedule or “no show” may be terminated from services at the sole discretion of the provider. Clients who are terminated due to any of these circumstances will be notified in writing.

In the event the client is *up to* 10 minutes late for their scheduled appointment they may still participate in session but will have only the remainder of the allotted time. Once the client is more than 10 minutes late this will count as a no show unless they have alerted provider prior to the appointment that they will be late.

Life happens and emergencies obviously cannot be predicted so all are encouraged to share their individual circumstances. All information will be considered with compassion. I thank you for your cooperation and compliance with this policy as it is in place to allow for greater efficiency in running my practice as I work to serve all of my clients in a fair and equitable manner.

Client Rights & Responsibilities

Rights:

- To receive compassionate services from a provider with whom they feel a solid therapeutic connection. If at any time the client feels this is no longer the case they have the right to terminate services.
- To have a voice in their care and to voice any questions, concerns or needs they may have.
- To receive care without discrimination.
- To receive an appropriate level of care. If the needs of the Client exceed the level of care provided by Shanti Wellness care will be deferred to another provider or facility as discussed or as deemed necessary in emergency situations.

Responsibilities

- Therapy and lifestyle change is hard work and requires commitment, accountability, honesty and active participation.
- To keep provider apprised of current circumstances and/or health conditions as well as up to date contact and insurance information.
- To make payments for services rendered/to keep their account current and in good standing.

*Additional rights and responsibilities as outlined by HIPAA can be found in the Privacy Policies.

Grievances

In the event that you, the Client, have a grievance, you are encouraged to raise those concerns with me, the Provider in writing or in session. Doing so is welcomed as a personal and professional growth opportunity and will be utilized to better serve you. More importantly, this is often therapeutic for the Client and facilitates personal growth.

As a ND Licensed Clinical Social Worker and Minnesota Licensed Independent Clinical Social Worker I, the Provider, abide by and am held to the North Dakota Board of Social Work Examiners (NDBSWE) Code of Ethics, the Minnesota Board of Social Work (MNBOSW) Code of Ethics and the National Association of Social Workers (NASW) Code of Ethics which can all be found here:

[Code of Ethics: North Dakota Administrative Code Chapter 75.5-02-06.1](#)

<https://mn.gov/boards/social-work/public/ethicalpractice.jsp>

<https://www.socialworkers.org/About/Ethics/Code-of-Ethics/Code-of-Ethics-English>

In the event that you do not feel comfortable bringing grievances to me you can file a complaint with the entities mentioned in the Privacy Policies provided to you or with my licensing boards:

ND Board of Social Work Examiners
P.O. Box 914
Bismarck, ND 58502-0914
Phone: 701-222-0255
Email: ndbswe@aptnd.com

MN Board of Social Work
2829 University Ave. SE Ste. #340
Minneapolis MN55414
Phone: (612) 617-2100
Email: social.work@state.mn.us

By signing below you acknowledge understanding of and are in agreement with all terms, conditions and policies as outlined.

Your signature further acknowledges that you have been given, and understand that you continue to have, the opportunity to raise questions or concerns regarding services, terms and conditions.

Your signature also indicates consent to treatment and understanding that you may discontinue treatment at any time for any reason. Any services provided prior to discontinuing services will be billed to insurance as appropriate. Any costs not covered by insurance or those billed as "self pay/direct pay" will remain the responsibility of the client.

Policies and fees are subject to change. Any changes will be posted on the website:
www.shantiwellness.org.

Client Signature _____

Printed Name: _____

Date signed _____