

PRACTICE POLICIES

Welcome to my practice. This document contains important information about my professional services and business policies. Please read it carefully, sign and return the last page. I will be happy to discuss any questions you may have when we meet. Once you have signed this document, it will constitute a binding agreement between us.

Psychiatric Services:

As a licensed psychiatrist, I am able to provide you with a comprehensive psychiatric evaluation, diagnostic impressions, and treatment recommendations. In my practice, I provide psychodynamically-oriented psychotherapy and medication management for patients who are appropriate for an outpatient level of care. I do not perform assessments for disability or SSI.

Initial Evaluation:

My normal practice is to conduct an initial evaluation over the first 2 to 4 sessions. After this time, I will be able to offer you my initial impressions of what our work together would include and an initial treatment plan should you decide to work with me. Please carefully consider this information and your own assessment about whether you feel comfortable working with me. Mental health treatment involves a commitment of time, money and energy, so you should be very thoughtful in selecting your provider. If you have questions about my methods, we should discuss them whenever they arise.

Treatment:

Psychotherapy and medications have both benefits and risks. In the case of psychotherapy, risks may include the experience of intensified feelings like sadness, guilt, anxiety, anger or loneliness. Effective psychotherapy often involves exploring unpleasant aspects of your past and present life experiences. There is also the chance that, if you grow and change in certain ways over the course of therapy, significant others may have some difficulty adjusting to the new you. Psychotherapy also has numerous benefits for those choosing to invest in it. In the longer term, intensified, uncomfortable emotions often become easier to manage and less distressing. Some individuals find ways to resolve old problems and break cycles of self-defeating behaviors. Others develop an increased understanding of themselves and an increased capacity for healthy relationships. The experience of psychotherapy is unique for each individual, so there can be no guarantees about what will happen.

If psychotherapy is initiated, we will meet for 45 minute sessions at a mutually agreed upon time each week. In some cases, we will meet more than once a week. Once the appointment time is scheduled, I will hold this time for you and you will be expected to pay for it unless you provide **at least 48 hours** advanced notice of cancellation or unless we both agree that you were unable to attend due to circumstances beyond your control. You will be able to schedule or change appointments by phone.

If medication is recommended and initiated I will be monitoring for side effects and making adjustments. If you are working with another therapist, we will meet for 30 minute medication management appointments at least once every 3-6 months and, in some cases, more frequently. Refills will not be provided without regular follow-up appointments. When I am providing your therapy, medication management will be incorporated into our regular sessions. Scheduling and cancellation policies are the same as those outlined above. The risks and benefits of specific medications will be discussed before any medications are prescribed. You are responsible for asking questions and discussing any concerns or side effects.

Please note that after two cancellations without rescheduling or if you have not been seen within 6 months from your last visit, you will be considered terminated from the practice.

Out of Pocket Professional Fees and Insurance Reimbursement:

The fee for an initial 45 minute psychiatric evaluation for patients seeking medication management and/or psychotherapy is \$200. The fee for 30 minute follow-up appointments for medication management is \$150. The fee for 50 minute follow-up psychotherapy sessions (with or without medication management) is \$200. Additional time spent on other professional services such as preparation of letters, formal reports, treatment summaries or records, attendance at meetings or consultations with other professionals which you have authorized, or telephone conversations exceeding 10 minutes will be billed at an hourly rate of \$200. In unusual circumstances, you may become involved in a litigation which may require my participation. If I am compelled to testify in a legal proceeding by either party, you will be expected to pay for the professional time required. Because of the complexity and difficulty of legal involvement, the minimum charge is \$400 per hour for preparation for and attendance at any legal proceeding.

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have a health benefits insurance policy, you may be able to obtain reimbursement through out of network coverage. I will provide you with whatever assistance I can in facilitating your receipt of the benefits to which you are entitled including providing monthly documentation of our work together. However, you, and not your insurance company are responsible for making full payments at the time of service. Therefore, it is very important that

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you find out exactly what mental health services your insurance policy covers. This may involve calling the plan directly to inquire about any deductible (a set amount you must pay before your insurance starts to pay for covered services) and/or limits for out of network reimbursement.

Aetna Insurance Coverage:

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources are available to pay for your treatment. If you have an Aetna health benefits insurance policy, it may provide some coverage for mental health treatment. I will provide you with whatever assistance I can in facilitating your receipt of the benefits to which you are entitled including filling out forms as appropriate. It is very important that you find out exactly what mental health services your insurance policy covers and this may involve calling the plan directly to inquire about any deductibles or co-pays.

The "Managed Health Care Plans" such as HMOs and PPOs sometimes require advance authorization before they will provide reimbursement for mental health services. These plans are often oriented towards a short term treatment approach designed to resolve specific, well-defined problems. It may be necessary to seek additional approval after a certain number of sessions. In my experience, while quite a lot can be accomplished in short term therapy, many patients feel that more services are necessary after insurance benefits expire. Some managed care plans will not allow me to provide services to you once your benefits are no longer available. If this is the case, I will do my best to find you another provider who will help you continue your psychotherapy. Once we have all of the information about your insurance coverage, we will discuss what we can expect to accomplish with the benefits that are available and what will happen if the insurance benefits run out before you feel ready to end our sessions. It is important to remember that you always have the right to pay for my services yourself and avoid the complexities related to using your insurance.

You should also be aware that most insurance agreements require you to authorize me to provide a clinical diagnosis, and sometimes additional clinical information such as a treatment plan or summary, or in rare cases, a copy of the entire record. This information will become a part of the insurance company files. All insurance companies claim to keep such information confidential, but once it is in their hands, I have no control over what they do with it. In some cases they may share the information with a national medical information data bank. If you request it, I will provide you with a copy of any report which I submit.

Please note that cancellations made in less than 48 hours or no show appointments will incur the full out of pocket fee as noted in the 'Out of Pocket Professional Fees' section. **Insurance does not cover reimbursement for no show/late cancellation fees and you are expected to pay for them out of pocket.**

Billing and Payments:

Payment for initial consultation is due at the time of service. Payment for subsequent out of pocket and in network psychotherapy services are billed at the end of each month and due by the 15th of the next month. Payment for out of pocket and in network medication management visits are due at the time of service. Payment schedules for other professional services will be agreed upon at the time these services are requested.

If your account is more than 30 days delinquent and suitable arrangements for payment have not been agreed upon, I have the option of using legal means to secure payment, including collection agencies or small claims court. If such legal action is necessary, the costs of bringing that proceeding will be included in the claim. In most cases, the only information which I will release about a patient's treatment would be the patient's name, the nature of the services provided and the amount due.

Contacting Me:

There will be times when I am not immediately available by telephone. I will not respond to telephone calls when I am with a patient. When I am unavailable, my telephone is answered by an automatic answering machine which I monitor frequently. I will make every effort to return your call within 24 hours with the exception of weekends, holidays and previously planned absences. If you are difficult to reach, please leave a message with preferred times for me to return your phone call. In emergencies, please call 911 or go to the closest emergency room.

At this time, I do not use email as a method of communication as emailing protected health information requires a secure server. Any transmission of documents may be conducted in person or via fax at 404-504-8892.

Confidentiality:

Please review the Health Insurance Portability and Accountability Act (HIPAA) information below. While this written summary of rules and exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns you may have. I am happy to discuss any questions with you, but should you need specific advice, formal legal consultation may be desirable.

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HIPAA NOTICE/PRIVACY PRACTICES

Notice of Psychiatrist's Policies and Practices to Protect the Privacy of Your Health Information in Accordance with the Health Insurance Portability and Accountability Act (HIPAA) and Georgia State Laws

THIS NOTICE DESCRIBES HOW PSYCHOLOGICAL AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION UNDER THE NEW HIPAA LAWS. PLEASE REVIEW IT CAREFULLY.

I. Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may use or disclose your *protected health information (PHI)*, for *treatment, payment, and health care operations* purposes with your *consent*. To help clarify these terms, here are some definitions:

- “*PHI*” refers to information in your health record that could identify you.
- “*Treatment, Payment and Health Care Operations*” is when I provide, coordinate or manage your health care and other services related to your health care. An example of treatment would be when I consult with another healthcare provider, such as your family physician, psychologist or another psychiatrist.
- “*Payment*” is when I obtain imbursement for your healthcare.
- “*HealthCare Operations*” are activities that relate to the performance and operation of my practice. Examples of healthcare operations are quality assessment and improvement activities, business-related matters such as audits and administrative services, and case management and care coordination.
- “*Use*” applies only to activities within my office such as sharing, employing, applying, utilizing, examining, and analyzing information that identifies you.
- “*Disclosure*” applies to activities outside of my office such as releasing, transferring, or providing access to information about you to other parties.

II. Uses and Disclosures Requiring Authorization

I may use or disclose PHI for purposes outside of treatment, payment, or healthcare operations when your appropriate authorization is obtained. An “*authorization*” is written permission above and beyond the general consent that permits only specific disclosures. In those instances when I am asked for information for purposes outside of treatment, payment and/or healthcare operations, I will obtain an authorization from you before releasing this information. I will also need to obtain an authorization before releasing your Psychotherapy Notes. “*Psychotherapy Notes*” are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your medical record. These notes are given a greater degree of protection than PHI. You may revoke all such authorizations at any time, provided each revocation is in writing. You may not revoke an authorization to the extent that I have relied on that authorization.

III. Uses and Disclosures with Neither Consent nor Authorization

I may use or disclose PHI without your consent or authorization in the following circumstances:

- *Serious Threat to Health or Safety* – If I determine, or pursuant to the standards of my profession should determine, that you present a serious danger of violence to yourself or another, I may disclose information in order to provide protection against such danger for you or the intended victim.
- *Child Abuse* – If I have reasonable cause to believe that a child has been abused, I must report that belief to the appropriate authority.
- *Adult and Domestic Abuse* – If I have reasonable cause to believe that a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I must report that belief to the appropriate authority.
- *Health Oversight* – If I am the subject of an inquiry by the Georgia Board of Medical Examiners, I may be required to disclose protected health information regarding you in proceedings before the Board.
- *Judicial or Administrative Proceedings* – If you are involved in a court proceeding and a request is made about the professional services I provided you or the records thereof, such information is privileged under state law, and I will not release information without your written consent or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You will be informed in advance if this is the case.

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• *Worker's Compensation* – I may disclose protected health information regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

IV. Patient's Rights and Psychiatrist's Duties

Patient's Rights:

- *Right to Request Restrictions* – You have the right to request restrictions on certain uses and disclosures of protected health information, including to your health plan when services are paid in full out-of-pocket. However, I am not required to agree to a restriction you request.
- *Right to Receive Confidential Communications by Alternative Means and at Alternative Locations* – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. For example, you may not want a family member to know that you are seeing me. On your request, I will send correspondence to another address.
- *Right to Inspect and Copy* – You have the right to inspect or obtain a copy (or both) of PHI in my mental health and billing records used to make decisions about you for as long as the PHI is maintained in the record. An appointment will be scheduled to review these records in my presence so that any issues can be discussed. Normal hourly and/or copying charges will apply. You also have the option of receiving your records in electronic form if records are kept in electronic form. I may deny your access to PHI under certain circumstances, but in some cases you may have this decision reviewed. On your request I will discuss with you the details of the request and denial process.
- *Right to Amend* – You have the right to request an amendment of PHI for as long as the PHI is maintained in the record. I may deny your request. Upon your request, I will discuss with you the details of the amendment process.
- *Right to an Accounting* – You generally have the right to receive an accounting of disclosures of PHI. Upon your request, I will discuss with you the details of the accounting process.
- *Right to a Paper Copy* – You have the right to obtain a paper copy of the notice from me upon request.

Psychiatrist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will notify you at the mailing address you provided.
- I will notify you of any breach of your unsecured PHI.

V. Complaints

If you are concerned that I have violated your privacy rights, or you disagree with a decision I made about access to your records, you may contact me at (404) 504-8891 or via U.S. mail at 11-B Lenox Pointe NE, Atlanta, GA 30324. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services. I can provide you with the appropriate address upon request. You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint.

VI. Restrictions

I will limit the uses or disclosures that I will make as follows:

I will not release the contents of "Psychotherapy Notes" under any circumstance with the following exceptions:

- (1) If you file a lawsuit or ethics complaint against me, I may release "Psychotherapy Notes" for use in my defense and
 - (2) When the following "Uses and Disclosures with Neither Consent nor Authorization" apply:
 - Child Abuse
 - Adult and Domestic Abuse
 - Health Oversight
 - Judicial or Administrative Proceedings
- Serious Threat to Health or Safety