

# Chapel Hill Psychiatric Associates, PA

## Policies and Procedures

### HIPAA Privacy Policy

#### **Welcome to our practice!**

This Agreement contains important information about our professional services and business policies, and information required by the Health Insurance Portability and Accountability Act (HIPAA).

Please read this document carefully and address any concerns or questions to your clinician(s).

**When you sign this document, it will represent an agreement between you and Chapel Hill Psychiatric Associates, PA.**

#### **This agreement has important information including:**

TREATMENT STRUCTURE  
CONFIDENTIALITY LIMITATIONS  
CHARGES FOR SERVICES NOT COVERED BY INSURANCE INCLUDING CANCELLATIONS  
CONTACTING YOUR PROVIDER DURING AND OUTSIDE OF BUSINESS HOURS  
PATIENT RIGHTS  
INFORMATION ON PRIVACY RIGHTS FOR MINORS  
TERMINATION OF TREATMENT  
COMPLAINT PROCEDURES

#### **EVALUATIONS AND TREATMENT**

##### **Initial evaluations**

An initial evaluation may require multiple sessions to be able to establish treatment plan. During this time, you and your provider can decide if this is the best pairing to provide the services you need. Completing an initial evaluation is not a guarantee of continued treatment with this provider. If continuing treatment at CHPA is not in your best interest, the clinician completing the evaluation will discuss the reasons and options for treatment.

##### **Additional evaluations within CHPA**

There are a number of circumstances in which a patient may be referred to another provider in CHPA including a need for additional services, a second opinion, or a transfer of care. While all CHPA clinicians access the same electronic medical record system, professional standards and differing specialization require that any first appointment with a new clinician be scheduled as a new patient appointment during which a new assessment will be performed.

##### **Follow-up Appointments**

After the initial treatment recommendation, medication management follow-up appointments typically lasting 15 to 25 minutes will be scheduled to monitor your clinical status and response to treatment. Therapy appointments typically last 45 to 50 minutes. Attending appointments and following through on recommendations is vital for you to have your best outcome.

##### **Treatment referrals or termination of treatment**

It is important to recognize that an initial decision to continue treatment with the clinician who completed an evaluation is not a guarantee that clinician will be able to continue to provide services under all circumstances. If your treatment needs change, it is possible your clinician will recommend a treatment that he or she is not be

able to provide. Under these circumstances your clinician may refer you to a second provider for adjunctive treatment, or recommend your care be transferred to a clinician or practice more appropriate to your needs.

Recommendations to transfer care typically occur when the specific treatment needs are outside our areas of expertise or because of non-compliance with treatment recommendations, appointments or financial obligations. Examples of treatment needs that may be outside our areas of expertise include, but are not limited to, significant substance abuse, developing medically unstable conditions, and psychiatric conditions requiring frequent hospitalization and/or emergency appointments. If transfer of care is recommended, your CHPA clinician will continue to provide treatment while you arrange to transfer your care. Depending on the reasons for the recommendation, appointments at CHPA may be required during the transfer process. The time period of coverage during transfer is typically limited to 30 days but may be shorter if the recommendation is considered urgent

## **PSYCHIATRIC SERVICES**

### **Overview**

Psychiatric treatment involves diagnostic assessments, education, medication management, and supportive and educational therapy. The initial assessment is often completed in the first or second appointment and serves to guide treatment recommendations. On occasion it may not be possible to complete the intake until outside records or additional specific evaluations are obtained. Upon completion of the assessment the clinician will explain the recommendations and answer any questions.

### **Follow-up appointments and medication refills**

Your medication provider will recommend the time frame for follow-up appointments based on your specific treatment and clinical concerns. This timeframe reflects the frequency of assessment that is required to provide appropriate care. If you need to cancel an appointment, it will be important to reschedule in a timely manner. If your medication provider determines that there has been insufficient follow-up to safely continue the current medications, she may decline to renew a medication or provide only a partial refill pending attending an appointment.

## **PSYCHOLOGICAL SERVICES**

Psychotherapy service recommendations are similarly based on your therapist's initial assessment. In order for the therapy to be most successful, you will have to work on your concerns both during your sessions and at home. Follow-up appointments are usually 45 to 50 minutes and occur at a frequency agreed to by you and your therapist.

Since therapy often involves discussing problematic aspects of your life, you may experience feelings such as sadness, guilt, anger, frustration, loneliness, and helplessness. Psychotherapy has also been shown to have many benefits including better relationships, solutions to specific problems, and significant reductions in feelings of distress. Research suggests that coordinating the use of medications, should they be needed, with psychotherapies leads to better and more enduring outcomes. In our practice we coordinate your care in order to meet that goal wherever possible.

## **CANCELLATIONS**

We request that you provide at least **48 business-day hours** advance notice of cancellation. Late cancellations or failure to cancel will result in a charge to your account that will not be covered by insurance. While we have contracted with a service to provide reminder calls two business days before your appointments, this service is

provided as a courtesy only. The reminder calls are not guaranteed and do not alter your responsibility to record, and attend, or cancel appointments you have made.

Please be aware that our patients often schedule more than one follow-up appointment. Please do not assume that making a new appointment will result in other appointments being cancelled. Cancellations occur only following a specific request. Please also understand that our clinicians usually have very full schedules and it may be difficult to reschedule your appointment at a time that is convenient for you.

## **PROFESSIONAL FEES**

### **Insurance**

We are an interdisciplinary office providing integrated mental health care. Fees vary by the provider and the service rendered. The actual cost of the appointment is determined by the governing insurance company contract. Questions regarding approved fee rates should be directed to your insurance company.

If you will be asking that we bill an insurance company for your treatment, please be aware the insurance company determines your financial liability. For reference, mental Health service co-pays are often listed as "specialist" on your insurance card. If you are not aware of your assigned co-pay, our office requires that you pay \$30 at the time of the appointment. If you have a high deductible health plan and have not met your deductible, we ask that you pay \$50 at the time of the appointment. You will be balance billed for any additional charges.

### **Self-pay**

Our providers recognize that individuals without insurance should not be asked to pay more than insurance companies typically allow. We have established a self-pay fee schedule that reflects that understanding. If you do not have insurance, or will not be using insurance, please inform the receptionist and your provider immediately so that the correct "self-pay" charge, not the insurance charge, is applied to your account. A self-pay fee schedule is available from the office staff on request.

## **SERVICES NOT COVERED BY INSURANCE**

Insurance typically pays only for face to face treatment where there is a specific mental health disorder being treated. Other services may incur charges that you will be responsible for paying. Examples of these self-pay services are report writing, completing forms, telephone conversations lasting longer than 5 minutes, afterhour's services, consulting with other professionals, family members or school representatives, obtaining prior authorizations\*, coaching, providing expedited refills or stimulant prescriptions, and preparation of records or treatment summaries. Most services are billed at a standard hourly rate. Some have a flat fee. Please direct inquiries on anticipated cost to your clinician.

(\* Depending on the time required, the charge for this service is currently \$15 or \$30. Changes in this charge will be posted for a period of six months in the waiting room and are effective at the time of posting.)

*Signing this agreement authorizes your CHPA clinician to provide these services on request from you, another provider, your pharmacy or any company or agency requesting completion of forms or provision of records for which consent has been signed. Your signature on the policy indicates your acknowledgment that you, or your guarantor, are financially liable for any services not covered by insurance. If you do not want these services provided you must notify our office in writing prior to incurring the charge. Please indicate which specific services you wish to decline.*

## **SPECIAL NOTE ON PRESCRIPTION REFILLS**

### Standard refill requests:

Please direct to your pharmacy. Refill requests are usually completed within two business days of receipt.

### Stimulant refill requests:

Stimulant medications cannot be refilled, called in or faxed. You must deliver the original signed prescription to the pharmacy. Requests must be made using the stimulant refill request form located in the "Forms" section of our website [www.chapelhillpa.com](http://www.chapelhillpa.com). Prescriptions can be mailed or left for pick-up. Please allow one week for processing and additional time for mailing if appropriate.

Requests to expedite refill(s): Requests to refill a prescription on an urgent basis, will incur a charge.

- Urgent refills during your provider's normal business hours - \$10
- Urgent refills outside of business hours or that need to be directed to the covering provider - \$25.
- Expedited stimulant refill request charges are located on the stimulant request form.

## **PARTICIPATION IN LEGAL PROCEEDINGS**

CHPA providers reserve the right not to participate in legal proceedings. If a provider agrees to participate, the specific limitations and fees will be established in writing in advance of providing the service.

## **CONTACTING PROVIDERS**

### **Emergencies**

If you think that your concern poses any risk to you that is time sensitive, including a medication reaction, or if you think you might require urgent psychiatric inpatient assistance or hospitalization, please do not wait for a response from your clinician or the clinician on-call. **Call 911** for transportation to your local emergency room. You can also call the Response Service at Holly Hill Hospital at 1.800.447.1800 for an emergency consultation 24 hours a day.

### **During business hours**

Non-urgent messages should be left on your provider's voicemail, which is listed on your appointment card and on our website.

Urgent concerns during business hours may be recorded on your provider's voicemail, but they should also be directed to the administrative staff at 919.636.5695, so that they can ensure the urgency of the issue is communicated.

Fees are usually waived for calls less than five minutes in duration. Concerns likely to require more than five minutes are usually best addressed in an appointment.

### **Outside of business hours**

Urgent concerns: On-call is in effect Monday through Thursday from 5 pm to 8:30 am, Fridays from 12 noon to Monday 8:30 am and holidays. Afterhours calls that are not an emergency or that require more than five minutes, including any required interventions, will be billed at \$125 an hour.

**Please call 919.636.5695 afterhours to obtain the name and number of the on-call clinician.**

## **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and our medical providers and licensed psychotherapists. In most situations, we 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 many exceptions to the requirement for written authorization. These include, but are not limited to:**
  - **Communication with other professionals involved in your care**
  - **Written correspondence that is delivered to the patient rather than a third party**
  - **Communication with family members**
  - **Communication with other individuals who are involved in your treatment, either directly or financially**
  - **Professional consultation regarding your treatment**
  - **Administrative communication within CHPA and with our billing company**
  - **Communication with your insurance when you have requested we bill insurance**
  - **Phone call reminders directed to the phone number you provided**
  - **Other actions to facilitate payment of charges not covered by insurance:** This includes billing the identified guarantor, phone calls and letters to discuss billing or payment issues, and provision of information to third parties to obtain payment when requests for payment have not been addressed.

**Other situations where we are permitted or required to disclose information without either your consent or Authorization:**

- **Threat to safety of self or others:** If a clinician believes that a patient presents an imminent danger to the health and safety of himself or someone else, the clinician may be required to disclose information in order to take protective actions, including initiating hospitalization, warning the potential victim, if identifiable, and/or calling the police.
- **Abuse or neglect of a child or vulnerable adult:** North Carolina law requires that every citizen (exempting lawyer/client privilege) report suspected child or vulnerable adult abuse and/or neglect to the County Director of Social Services.
- **Court proceedings:** Release of your information for a court proceeding requires your authorization or a court order.
- **Lawsuit:** If a patient files a complaint or lawsuit against a provider, we may disclose relevant information regarding that patient in order to defend that provider(s).
- **Worker's Compensation:** If our services are being compensated through worker's compensation benefits, we must, upon appropriate request, provide a copy of the patient's record to the patient's employer or the North Carolina Industrial Commission.

## **TECHNOLOGY AND CONFIDENTIALITY**

Electronic medical record – HIPAA compliant secure transmission with off-site storage.

Paper records – Paper records are scanned into the electronic medical record. Originals are retained or shredded by policy. Retained originals are stored in locked file cabinets or offices.

Voicemail – All CHPA voicemail is confidential.

Fax – CHPA fax usually loads directly to our secure EMR. The fax machine is located in a locked office accessed only by CHPA employees.

Email – Unencrypted email cannot be reasonably assumed to be confidential. Given the additional challenges of limiting access and archiving, it is CHPA policy that email is not used for clinical communication. A separate email policy applies to Cogmed Working Memory Training

Written correspondence – Office staff routinely open most mail. If you wish your correspondence be delivered unopened to your clinician please write “confidential” on the envelope

Electronic billing – HIPAA compliant system

Communication with billing company – Almost all communication is by electronic HIPAA compliant system.

Technical communication between our office staff and the billing company is done by fax and/or phone if the information is confidential, by email if the information is de-identified.

#### CHPA computers

- Office computers – The desktop computers in the office are kept in a locked location. They are password protected and accessed only by CHPA employees trained in HIPAA compliance.
- Provider computers – Provider laptops are used to access the secure online storage. The laptops are not used for storage of clinical records.

### **PROFESSIONAL RECORDS**

Mental health clinicians may keep Protected Health Information in two sets of professional records. One set constitutes your Medical/Clinical Record. If kept, the second set contains your Psychotherapy Notes. Current CHPA providers rarely maintain separate psychotherapy notes. Please ask your clinician if you have any questions.

#### **Medical/Clinical Record**

Medical records include information about your reasons for seeking evaluation/medication/ therapy or other services, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that were set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that we receive from other providers, reports of any professional consultations, and any reports that have been sent to anyone, including reports to your insurance carrier. The laws and standards of our professional providers require that we keep Protected Health Information about you in your Medical Record.

#### **Psychotherapy Notes**

While the contents of Psychotherapy Notes vary from client to client, they can include the contents of conversations, analysis of those conversations and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to a provider that is not required to be included in your Clinical Record and information revealed confidentially by others such as your primary care physician. These Psychotherapy Notes are kept separate from your Clinical Record, and receive a higher level of confidentiality protection.

### **PATIENT RIGHTS**

HIPAA provides you with several new or expanded rights with regard to your Medical Records and disclosures of protected health information. These rights include requesting that we amend your record; requesting restrictions on what information from your Medical 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 policies and procedures recorded in your records; and the right to a paper copy of this Agreement, and the attached Notice form. We are happy to discuss any of these rights with you.

Copying or reviewing your medical record: Except in unusual circumstances that involve danger to yourself and/or others who may be named in the record, you may examine and/or receive a copy of your Medical Record. We require that the request be made in writing, and it is our policy that you initially review them in the presence of your provider, or have them forwarded to another mental health professional so you can discuss the contents. These are professional records meant to facilitate your treatment rather than to represent a comprehensive summary of all issues you reviewed, they can be misunderstood by untrained readers. The clinician will charge a pro-rated fee for his or her time supervising the record review. If this is done as part of your treatment it may be covered by your insurance. If we refuse your request for access to your records, you have a “right of review” which your clinician will discuss with you upon request. The exceptions to this policy are contained in the attached Notice Form.

**Copy charges:** In most circumstances, practices are allowed to charge a copying fee of \$.75 per page for the first 25 pages, \$.50 for the next 75 pages, and \$.25 thereafter (which includes other handling expenses).

### **MINORS & PARENTS**

Patients under 18 years of age have the right to consent to treatment for “emotional disturbance” without the permission or notification of their parents and/or legal guardians. On a practical basis this almost never occurs. If family members arranged appointments, attended appointments, or are paying for appointments Federal Law recognizes that involvement as “implied” consent for communication with family members. The communication remains limited by the “minimum necessary” standard and the clinician’s professional judgement regarding the best interests of the child.

### **Psychiatric evaluation and medication treatment in a minor**

Our clinicians may determine that standard medication treatment of a juvenile requires parental or other adult participation to assess risks and benefits of treatment, to insure treatment is properly implemented, and to assess possible therapeutic effects and side-effects. While a minor may request that treatment not be discussed with his or her parents, it is unlikely that our clinicians will consider the risks of unsupervised medication treatment of a minor to be appropriate and/or safe, and will decline to proceed. If this is the case, the reasons for this choice will be explained to the child, and non-medication options offered if appropriate. If the clinician believes that involving the parents or legal guardians in the treatment of the child is “essential to the life or health of the minor” or to the safety of others, the clinician will discuss the evaluation and treatment options without the permission of the child.

### **Psychotherapy with a minor**

Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is usually our policy to advise parents and/or legal guardians, that therapy treatment of their child will be confidential unless the therapist believes that involving the parent and/or legal guardian is either “essential to the life or health of the minor” or essential to the safety of others. The child will be provided the option of allowing the parent or legal guardian to be given general information about the progress of the child’s treatment, and his/her attendance at scheduled sessions, but consent to this option is not required for treatment.

### **TERMINATION FROM TREATMENT**

You may end or transfer treatment at anytime. We encourage you to discuss this choice with your treating clinician in advance so that you can be assured of having as much pertinent information as possible when you make your decision.

Please also be aware that not following through on agreed treatment recommendations, not coming to appointments or late canceling of appointments, misusing prescription medications, declining treatment recommendations and/or referrals for treatment that the provider has determined are required to appropriately

address treatment needs, and other actions which undermine treatment may adversely affect your recovery. If your treating clinician believes that these actions are compromising your treatment, the clinician will advise you of his or her concerns and may elect to end treatment. If that decision is made you will usually have up to 30 days to arrange a transfer of care. Treatment will usually be provided for a period of 30 days during which you will still be provided with care. Suggestions will be provided for other treatment options. If there is a concern that your situation is unstable and/or unsafe, it may not be appropriate to continue the previously established treatment during the transition period.

## **BILLING AND PAYMENTS**

As a courtesy to you, we normally accept assignment of any insurance benefits you have and we will file health care claims directly to your insurance company. Please be advised that **you will be expected to pay your co-pay, self-pay and outstanding patient balance at each session.**

Under circumstances of unusual and demonstrated financial hardship, we can sometimes establish payment installment plans.

Please also be aware that there is a \$25 return check fee added should checks fail to be honored.

Accounts more than 60 days past due that have not established a payment agreement may be remanded to a collections agency or small claims court. If such legal action is necessary, its costs are typically included in the claim. In these situations we prefer to ask you to authorize us to charge your credit card for the outstanding balance more than 60 days old.

## **INSURANCE REIMBURSEMENT**

It is very important that you find out exactly what mental health services your insurance policy covers and that you obtain the appropriate authorizations. You are responsible for full payment of any charges not covered by your insurance. Your liability for payment for services that are denied by your insurance company specifically includes, but is not limited to your failure to obtain prior authorization, re-authorization and/or failure to track of treatment coverage limitations.

*Signing this agreement acknowledges your financial responsibility to pay for services rendered that are not paid for by your insurance. As a courtesy, we commonly assist with obtaining approval for treatment, and may be able to track your limitations of benefits. These services may be provided as a courtesy. They do not negate your financial liability for payment of treatment charges that are denied by your insurance.*

Please know that Employee Assistance Programs typically prohibit our clinicians from continuing treatment. In the latter case, we will offer referrals to assist you to find another provider who will help you continue your treatment.

You should also be aware that your contract with your health insurance company requires that we provide it with clinical diagnosis and often additional clinical information such as treatment plans or summaries, or copies of your Medical Record. In some cases, they may share the information with a national medical information databank. This may influence your subsequent ability to qualify for health, disability and/or life insurance. You can avoid this reporting by choosing to pay for services yourself.

## **GRIEVANCES**

If you have difficulty with the services we are providing you, please let us know as soon as possible. Please call us with your concerns, or direct them to us in writing. Dr. Bradford Prinzhorn, PsyD is the practice president and Dr. Tracy Ware, MD is our medical director. Dr. Pat Roos, PhD is our acting HIPAA Privacy Officer. Any of these people can be reached at this office, or in writing, at:

CHAPEL HILL PSYCHIATRIC ASSOCIATES, PA  
610 Jones Ferry Road, Suite 208  
Carrboro, NC 27510-6113  
Telephone: 919.636.5695  
Fax: 919.442.1105

You also have the right to file a complaint with the U. S. Department of Health and Human Services at [www.hhs.gov](http://www.hhs.gov).

Thank you for the time taken to read our office policies and HIPAA policies. Your signature on the next page indicates that you have received and read the information in this document and agree to abide by its terms during our professional relationship. **Please detach and return the completed signature page to our administrative staff – the rest of this agreement should be kept for reference.**