Georgia Psychiatry & Sleep, LLC
General consent for treatment
Patients' Rights and Responsibilities
Office policies

A. Consent for Treatment:

I, the responsible party, consent to treatment by Georgia Psychiatry & Sleep, LLC, including medical and psychiatric patient history and examination, and developing a mutually agreeable treatment plan.

B. Authorization for Release of Medical Information:

I consent and authorize Georgia Psychiatry and Sleep, LLC to release my medical and health information, including copies of my medical record, to my insurance company, primary physician and third party administrators (which may pay for part of my medical expenses). Reports are submitted to managed care agencies summarizing the diagnosis and treatment plan for the patient. In select circumstances, records may be released without patient consent, when dictated by appropriate Federal and State Laws.

C. Patients have the right to:

- Be treated with dignity and respect.
- Fair treatment: regardless of their race, religion, gender, ethnicity, or disability
- A confidential treatment plan (unless required by law, treatment plan may not be released without member permission).
- Access to timely care.
- Explanation of treatment options.
- Share in developing treatment plan.
- A clear explanation of their condition and treatment options
- Information about clinical guidelines used in providing and managing care
- Ask providers about work history and training
- Know about support and community groups and prevention services
- Have access to health information
- To remove your Consent to Release Information
- Discuss any concerns or complaints with office staff

D. Statement of Patients' Responsibilities:

- Disclose to providers pertinent legal, social and medical information that he/she will need to provide the most complete care.
- Ask questions about your care
- Follow the treatment plan, including mandatory UDS screenings
- Follow the agreed upon medication plan
- Tell your providers and primary care physicians about medication changes, including medications given to you by others
- Let providers know when your treatment plan is not working.
- Let the office know about any problems in paying fees.
- Openly report concerns about the quality of care you receive.
- Maintain scheduled appointments.
- Keep us informed of changes to your personal contact or insurance information.
- Keep us informed about changes in your medications, adverse effects to medications, use of over-the-counter, herbal or alternative treatments, use of alcohol or other substances of abuse, or changes in your medical health.

E. General Billing Policies:

- Payment, including deductibles and co-pays, is required at the time of service.
- Patient is responsible for any payments and charges for services not covered or not authorized by your insurance plan.
- Although Georgia Psychiatry & Sleep, LLC will make every attempt to verify benefits and to determine eligibility, it is the responsibility of the patient to make payment of any rejected services.
- The patient will remain responsible for services provided, should either party terminate the healthcare relationship.
- Acceptable forms of payment are Mastercard, Visa, Amex Cash, or Money Order
- We do not accept checks

F. Grounds to Terminate Physician/Patient Relationship

- Patients with 3 or more missed appointments or cancelations within a 12 month period
- Patients on controlled substances with 2 or more missed appointments or cancelations within a 12 month period
- Abuse of prescribed and/or non prescribed drugs
- Rude, aggressive, inappropriate or hostile behaviors towards staff, providers or others in the office is grounds for immediate termination
- guns regardless of license to carry and/or weapons are not allowed in the building or on the premises

G. Responsibility of Payment of Children of Divorced Parents:

I understand that it is the policy of Georgia Psychiatry & Sleep, LLC, not to become involved in issues regarding court orders. Therefore, it is the policy of this office to treat children of divorced parents as follows:

The parent/guardian of a minor/child who brings the child in for treatment is liable for all payments and services even if the divorce decree states otherwise. However, records for a child of divorced parents will only be released to the parents having legal custody of the child. The patient, or in the case of a minor child- the child's guardian- is responsible for payment of time expended by provider in response to any legal issue involving individual's therapy, including, but not limited to , responding to any attorney inquiries or subpoenas, and including any time and fees expended by Dr. Shroff for the engagement of legal representation. Any deposition or court appearance will be billed at a **minimum rate of $450/hr**, with a **retainer of $1500.00** to be paid in full one week prior to the engagement. One half of the retainer will be returned for any cancellation given with 48 hours notice. Additionally, the patient, or in the case of a minor child-the child's guardian- is financially responsible for all facets of preparation and production of any requested letters, evaluation and reports. I have automatically released Georgia Psychiatry and Sleep from any obligations to me if my account goes into collections. The patient or in the case of a minor child-the child's guardian, will also be responsible for any collection/attorney fees if this account goes into collections.

H. ***Policies and Practices to Protect the Privacy of your Health Information***

This notice describes how psychiatric and medical information about you may be used and disclosed and how you can get access to this information. Please review this carefully.

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

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

A. "PHI" refers to information in your health record that could identify you.

B. "Treatment, Payment and Health Care Operations" refers to the following:
    1. treatment is when Georgia Psychiatry and Sleep provides, coordinates or manages your health care and other services related to it. An example would be when we consult with another health care provider, such as your family physician or your psychologist.
    2. Payment is when we obtain reimbursement for your care. Examples of payment are when we disclose your PHI to your health insurer to obtain reimbursement for your health care or to determine eligibility or coverage.
    3. Health Care Operations are activities that relate to the performance and operation of our practice. Examples of health care operations are quality assessment and improvement activities, business related matters, such as audits and administrative services, and case management and care coordination.

C. "Use" applies only to activities within my office such as employing, applying, utilizing, examining and analyzing information that identifies you.

D. "Disclosure" applies to activities outside my office; such as releasing, transferring or providing access to information about you to other parties. The practice may use or disclose any PHI without your authorization when required to do so by law; for public health purposes, to a person who may be at risk of contracting a communicable disease, to a health oversight agency, to an authority authorized to receive reports of abuse or neglect, in certain legal proceedings and for certain law enforcement purposes. Protected health information may also be disclosed without your authorization to a coroner, medical examiner or funeral director, for certain approved research purposes, to prevent or lessen a threat to health or safety and to law enforcement authorities for identification or apprehension of an individual.

J. Administrative Fees:

- A fee will be charged for completing disability forms, writing reports and completing other legal or medical forms related to your care. We do not complete forms for establishing grounds for a personal injury claim.
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K. Cancellations, Missed Appointments, Medication Refills and After Hours Emergency Calls:

- All appointments must be cancelled within 24 hours prior to scheduled appointment time. A fee of $25 will be charged for all appointments rescheduled within 24 hours.
- A fee of $50 will be charged all missed appointment for established patients.
- A fee of $100 will be charged all missed appointment for new patients
- Providing that you notify us by phone, email or voice message before the scheduled appointment, a fee will not be charged for a missed appointment due to unforeseen events (illness, accidents, death, etc) that occurs less than 24 hours prior to the scheduled appointment.
- Tardiness of greater than 10 minutes may lead to the appointment being rescheduled.
- Approved medication refills or replacement of lost scripts will be charged at $25.
- After hours emergency calls are subject to a $50 fee.

Thank you for your cooperation. This will allow us to offer your cancelled appointment time to someone requiring immediate medical assistance.

L. Uses and Disclosures Requiring Authorization

We may use or disclose PHI for purposes outside of treatment, payment or health care operations when your appropriate authorization is obtained. An "authorization" is written permission above and beyond general consent that permits only specific disclosures. In those instances when we are asked for information for purposes outside of your treatment, payment, or health care operations, we will obtain an authorization from you before releasing this information. If a provider at Georgia Psychiatry & Sleep keeps separate "psychiatric notes" we will also need to obtain an authorization before releasing the information contained in these notes. "Psychiatric Notes" are notes that some providers have made about your treatment during our sessions. These notes will be kept separate from the rest of your medical records and are given a greater degree of protection than your 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 (1) We have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, and the law provides the insurer the right to contest the claim under the policy.

M. Possible Use or Disclosure of PHI or Psychotherapy Notes without Consent or Authorization

Georgia Psychiatry & Sleep, LLC, may use or disclose PHI without your consent or authorization in the following circumstances:

1. Child Abuse: If we have reasonable cause to believe that a child has been abused, we must report this to the appropriate authority.
2. Adult and domestic abuse: if we have reasonable cause to believe that a disabled adult or elder person has had physical injury or other types of injuries inflicted on them, other than by accidental means, or has been neglected or exploited, we must report this to the appropriate authority.
3. Health Oversight Activities: if we are subject of an inquiry by the Composite State Board of Medical Examiners or the Composite State Board of Professional Counselors, Social Workers and Marriage and Family Therapists, the Department of Community Health or any other State or Federal Government regulatory agency or Court of Law, with appropriate authority, we may be required to disclose your PHI or psychotherapy records.
4. Judicial and Administrative Proceedings: if you are involved in court proceeding and a request is made about the professional services provided to you, we may provide relevant information regarding the dates and times of service. We may also provide other relevant PHI; however, other information, or any information that is privileged under state law, will not be released without your consent or court order. Please be advised that the privilege does not apply when you undergo an evaluation for a third party or when the evaluation is court-ordered; in these instances, you will be informed as to whether your records are privileged or not.
5. Serious Threat to Health and Safety: if we determine, or pursuant to the standards of psychiatry should determine, that you present a serious danger of violence to yourself or another person, we may disclose information in order to provide protection against such danger for you or the intended victim.
6. Workers' Compensation: we may disclose PHI to the extent necessary for work related injuries or illness without regard to fault.

N. Patients' Rights and Psychiatrist's Duties

Patients' Rights

1. Right to Request Restrictions: you have the right to request restrictions on certain uses and disclosures of PHI. However, we are not required to agree to a restriction request.
2. Right to receive Confidential Communication by Alternative Means and at Alternative Locations: you have the right to request and receive confidential communication of PHI by alternative means and at alternative locations.(For example, you may not want a family member to know that you are a patient of Georgia Psychiatry & Sleep, LLC; on your request, we will send the bill to another location.)
3. Right to Inspect and Copy: you have the right to inspect or obtain a copy (or both) of PHI used to make decisions about you for as long as the PHI is maintained in the record, subject to fees for copying. We may deny access to you PHI under certain circumstances, but in some cases, you may have the decision reviewed. On your request, we will discuss with you the details of the request and denial process.
4. Right to Amend: you have the right to request an amendment of PHI as long a PHI is maintained in the record. We have the right to deny your request. On your request, we will discuss with you the details of the amendment process.

Provider's Duties

1. We are 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.

2. We reserve the right to change privacy policies and practices with respect to PHI.

3. If we revise the policies and procedures we will provide you with a revised notice via our message board at the front desk.

O. Screening

1. In some cases, depending on treatment plan, we require urine screenings.

2. You may choose to screen at our office or at your own lab.

3. Possible termination if screenings come back inconsistent with treatment plan.

P. Disability Paperwork

1. All related disability paperwork will be completed only in a designated session.

2. An additional fee will be charged for any short- term disability related paperwork. Additional provider time, whether through phone calls or interviews or other written communication, will also incur additional fees.

3. Disability paperwork/forms will only be completed after three consecutive visits and compliance with the treatment plan. Ultimately, completion of any such paperwork is at the discretion of the provider.

4. A partial hospital program or similar structured program may be required for completion of disability forms.

5. Long-Term disability forms are not completed at this practice by any of our providers.

Q. Interaction with the Legal System

I understand that I will not involve or engage my provider in any legal issues or litigation in which I am a party to at any time either during my session or after terminations of treatment. If I wish to have a copy of my file, and I execute a proper release, Georgia Psychiatry & Sleep, LLC will provide me with a copy of my record, and I will be responsible for charges in producing that record. If I believe it necessary to subpoena my provider to testify at a deposition or a hearing, I would be responsible for his or her expert witness fees in the amount of $1,500.00 for one-half (1/2) day to be paid five (5) days in advance of any court appearance or deposition. Any additional time I spend over one-half (1/2) day would be billed at the rate of $450.00/hr. I subpoena my provider, he or she may elect not to speak with my attorney, and a subpoena may result in my provider withdrawing as my counselor.

R. Questions and Complaints

If you have questions about this notice, disagree with a decision we make about access to your records, or have other concerns about your privacy rights, you may contact Happy Porecha, who is the Privacy Officer for the practice. If you believe that your privacy rights have been violated and wish to file a complaint you may send your written concerns to:

ATT: Happy Porecha

Happy@mindandsleep.com