



1314 Concord Road SE  
Smyrna, GA 30080

Phone: 770.438.1799

6025 Professional Parkway  
Suite 301  
Douglasville, GA 30134

Fax: 770.825.9046

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## **Georgia Psychiatry & Sleep, LLC Office Policies and HIPAA**

### **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.

#### **Consent to treatment with Psychotropic Medications**

The indications for the medication(s) that are a part of my treatment plan have been discussed with me. I understand that, on occasion, some psychotropic medications may be used for psychiatric conditions or symptoms, despite a lack of FDA approval for these uses. I accept this, and accept the advantages and disadvantages of this treatment. Based on the information provided, I agree to comply with the instructions provided by my physician.

If I have further questions or concerns about the medication(s) or treatment, I understand that I should contact the prescribing provider as soon as possible.

### **HIPAA Notice of Privacy Practices**

#### **Policies and Practice to Protect the Privacy of your Health Information**

This notice describes how psychiatric and medical information about you may be used and disclosed.

#### **Authorization for Release of Medical Information**

**USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION** Uses and Disclosures of Protected Health Information for Treatment, Payment, or Operations – We may use or disclose your protected health information for treatment, payment and health care operations as described in this Section 1 without authorization from you. Your protected health information may be used and disclosed by your provider, our office staff and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you. Your protected health information may also be used and disclosed to pay your health care bills and to support the operation of the provider's practice.

**Treatment:** We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party, consultations with another provider, or your referral to another provider for your diagnosis and treatment. For example, a provider treating you may need to know if you have other health conditions that might complicate your treatment and therefore may request your medical record from another health care provider that has provided you treatment. Medical summary will be received and shared among external connections for the purpose of your medical care.



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**Payment:** Your protected health information may be used to obtain or provide payment for your healthcare services, including disclosures to other entities. This may include certain activities that your health insurance plan may undertake before it approves or pays for the services we recommend for you, such as making a determination of eligibility or coverage for insurance benefits, reviewing services provided to you, and undertaking utilization review activities. For example, we may need to give your insurance company information about therapy you received so your insurance will pay for the care.

**Operations:** We may use or disclose your protected health information in order to support the business activities of your provider's practice. These activities include, but are not limited to: quality assessment and improvement activities; reviewing the competence or qualifications of professionals; securing stop-loss or excess of loss insurance; obtaining legal services or conducting compliance programs or auditing functions; business planning and development; business management and general administrative activities, such as compliance with the Health Insurance Portability and Accountability Act; resolution of internal grievances; due diligence in connection with the sale or transfer of assets of your provider's practice; creating de-identified health information; and conducting or arranging for other business activities. For example, we may use your health information to evaluate the performance of our providers and staff in providing care to you. In addition, we may disclose your protected health information to another provider, health plan, or health care clearinghouse for limited operational purposes of the recipient, as long as the other entity has, or has had, a relationship with you. Such disclosures will be limited to certain purposes, including quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, accreditation, certification, licensing, credentialing activities, and health care fraud and abuse detection and compliance programs.

**Business Associates:** We may share your protected health information with third party "business associates" that perform various activities (e.g., billing, transcription services, accounting services, legal services) for the practice. Whenever an arrangement between our office and a business associate involves the use or disclosure of your protected health information, we will have a written contract that contains terms that will protect the privacy of your protected health information.

**Treatment Alternatives and Health-Related Products and Services:** We may use or disclose your protected health information, as necessary, to provide you with information about a product or service to encourage you to purchase or use the product or services for the following limited purposes: (1) to describe our participation in a provider network or health plan network, or to describe if, and the extent to which, a product or service (or payment for such product or service) is provided by our practice or included in a plan of benefits; (2) for your treatment; or (3) for your case management or care coordination, or to direct or recommend alternative treatments, therapies, providers, or settings of care.

**Family and Friends:** We may provide your protected health information to individuals, such as family and friends, who are involved in your care or who help pay for your care. We may do this **if you tell us we can do so**, or if you know we are sharing your protected health information with these people and you do not object. There may also be circumstances when we can assume, based on our professional judgment, that you would not object. For example, we may assume you agree to our disclosure of your information to your spouse if your spouse comes with you into the exam room. Also, if you are not able to approve or object to a disclosure, we may make disclosures to a particular individual (such as a family member or



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friend), that we feel are in your best interest and that relate to that person's involvement in your care or payment of your care. For example, we may make a professional judgment about your best interests that allow another person to pick up things, such as prescriptions and medical supplies.

#### **OTHER PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

We may use or disclose your protected health information without your permission in the following circumstances, subject to all applicable legal requirements and limitations:

**As Required By Law:** As required by federal, state, or local law.

**Public Health Activities:** To a public health authority for public health activities including the following: to prevent or control disease, injury or disability; or to report births, deaths, suspected abuse or neglect, non-accidental physical injuries, reactions to medications or problems with products.

**Health Oversight Activities:** To a health oversight agency for audits, investigations, inspections, licensing purposes, or as necessary for certain government agencies to monitor the health care system, government programs, and compliance with civil rights laws.

**Lawsuits and Disputes:** In response to a subpoena or a court or administrative order, if you are involved in a lawsuit or a dispute, or in response to a court order, subpoena, warrant, summons or similar process, if asked to do so by law enforcement. **Law Enforcement:** To law enforcement for law enforcement purposes, so long as applicable legal requirements are met.

**Coroners, Medical Examiners and Funeral Directors:** To a coroner or medical examiner, (as necessary, for example, to identify a deceased person or determine the cause of death) or to a funeral director, as necessary to allow him/her to carry out his/her activities.

**Organ and Tissue Donation:** If you are an organ or tissue donor, to organizations that handle organ procurement or organ, eye or tissue transplantation, or to an organ donation bank, as necessary to facilitate a donation and transplantation.

**Research:** For research purposes under certain limited circumstances. Research projects are subject to a special approval process. Therefore, we will not use or disclose your protected health information for research purposes until the particular research project has been approved through this special approval process.

**Serious Threat to Health or Safety; Disaster Relief:** To appropriate individual(s)/organization(s) when necessary (i) to prevent a serious threat to your health and safety or that of the public or another person, or (ii) to identify, locate, or notify your family members or persons responsible for you in a disaster relief effort.

**Military and Veterans:** As required by military command or other government authority for information about a member of the domestic or foreign armed forces, if you are a member of the armed forces.



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**National Security; Intelligence Activities; Protective Service:** To federal officials for intelligence, counterintelligence, and other national security activities authorized by law, including activities related to the protection of the President, other authorized persons or foreign heads of state, or related to the conduct of special investigations.

**Workers' Compensation:** For workers' compensation or similar work-related injury programs, to the extent required by law.

**Inmates:** To a correctional institution (if you are an inmate) or a law enforcement official (if you are in that official's custody) as necessary (i) for the institution to provide you with health care; (ii) to protect your or others' health and safety; or (iii) for the safety and security of the correctional institution.

**USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BASED UPON YOUR WRITTEN AUTHORIZATION** All other uses and disclosures of your protected health information not covered by this Notice will be **made only with your written authorization**. We would seek your authorization, for example, if we wanted to use or disclose your health information for research or marketing purposes. In some situations, federal and state laws may require authorization from you before we can disclose specially protected health information. Examples of protected health information that may be subject to special protections include protected health information involving mental health, HIV/AIDS, reproductive health, sexually transmitted or other communicable diseases, and alcohol or drug abuse. We may limit disclosure of the specially protected health information to what the law permits, or we may contact you for the necessary authorization.

You may revoke any authorization, at any time, by notifying, in writing, our Privacy Contact. If you revoke your authorization, we will no longer use or disclose your protected health information for the purpose you had previously approved, except to the extent that your provider's practice has taken an action in reliance on the use or disclosure indicated in the authorization.

**YOUR RIGHT** Following is a statement of your rights with respect to your protected health information and a brief description of how you may exercise these rights.

You have the right to inspect and copy your protected health information. This means you may inspect and obtain a copy of protected health information about you that is contained in your chart, including medical and billing records and any other records that your provider and the practice use for making decisions about you. Requests to access your protected health information must be made in writing and submitted to our Privacy Contact. We may charge you for the cost of copying, mailing or associated supplies.

Under federal law, however, you may not inspect or copy certain records, including: information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding; and protected health information that is subject to law that prohibits access to protected health information. Depending on the circumstances, a decision to deny access may be reviewable. In some circumstances, you may have a right to have this decision reviewed. Please contact our Privacy Contact if you have questions about access to your medical record.



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**You have the right to request a restriction of your protected health information.** This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice.

You may make this request by submitting a written request to our Privacy Contact that states the specific restriction requested and to whom you want the restriction to apply. Your provider is not required to agree to a restriction that you may request, unless you request to restrict the disclosure of your protected health information to a health plan for the purpose of carrying out payment or health care operations and the protected health information relates only to a health care item or service for which you have paid us in full out of your pocket (not through insurance), in which case we will accept such restriction request. If your provider does agree to the requested restriction, we may not use or disclose your protected health information in violation of that restriction unless it is needed to provide emergency treatment. With this in mind, please discuss any restriction you wish to request with our Privacy Contact.

**You may have the right to request an amendment to your protected health information.** This means you may request an amendment of protected health information about you in a designated record set for as long as we maintain this information. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. Please contact our Privacy Contact to determine if you have questions about amending your medical record. You may request an amendment to your medical record by submitting a written request to our Privacy Contact.

**You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information.** This right applies to disclosures for purposes other than treatment, payment or healthcare operations as described in this Notice. It also excludes disclosures we may have made to you, for a facility directory, to family members or friends involved in your care, or for notification purposes, disclosures for which you have signed an authorization and certain other disclosures. You have the right to receive specific information regarding these disclosures that occurred during the six years prior to the date of your request. You may request a shorter time frame. The right to receive this information is subject to certain exceptions, restrictions and limitations. To request an accounting of disclosures, submit a written request to our Privacy Contact.

**You have the right to be informed of any unauthorized disclosures of your unsecured protected health information.** This means that if we or our service providers improperly allow access to your unsecured health information in a way that compromises that information, we will provide you timely notice of that breach.

## **COMPLAINTS**

You may complain to us or to the Secretary of the Department of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying our



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**Privacy Contact** of your complaint. We will not retaliate against you for filing a complaint. You may contact our Privacy Contact for further information about the complaint process.

**FURTHER RESTRICTIONS** In some situations, federal and state laws may require authorization from you before we can disclose specially protected health information. Examples of protected health information that may be subject to special protections include protected health information involving mental health, HIV/AIDS, reproductive health, sexually transmitted or other communicable diseases, and alcohol or drug abuse. We may limit disclosure of the specially protected health information to what the law permits, or we may contact you for the necessary authorization. We have attached Addendum A to this Notice that identifies certain states, in which we provide healthcare services or have business operations, that may have more stringent privacy laws

### **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 while actively under the care of Georgia Psychiatry & Sleep, or after termination of treatment. If you, as the patient, wishes to have a copy of your file, and a proper release is executed, Georgia Psychiatry & Sleep, LLC will provide the patient with a copy of their record, and will be responsible for charges accrued in producing that record. If any provider at Georgia Psychiatry & Sleep, LLC is subpoenaed for a deposition or a hearing, the patient will be responsible for their expert witness fees in the amount of \$2,000.00 for four (4) hours, to be paid one month (30 days) in advance of any court appearance or deposition. Any additional time spent over four (4) hours will be billed at the rate of \$500.00/hour. One half of the retainer will be returned for any cancellation given with five (5) business days' notice prior to the scheduled appearance. If any provider at Georgia Psychiatry & Sleep, LLC is subpoenaed, they may elect not to speak with the patient's attorney, and the subpoena may result in termination of treatment at Georgia Psychiatry & Sleep, LLC.

### **Responsibility 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 the practice 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 parent having legal custody of the child, with documentation from a court decision required as proof. The patient, or in the case of a minor child – the child's guardian- is responsible for payment of time expended by their 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 the provider for the engagement of legal representation. 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 & Sleep, LLC 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.

## **Financial Responsibilities, Billing Policies, and Fees**

### **General Billing Policies**

- Payment, including deductibles and copays, is required at the time of service.
- Patient is responsible for any payment and charges for services provided that are not covered or not authorized by the patient's 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.
- Georgia Psychiatry & Sleep, LLC will bill only primary insurance. Payment for patient responsibility is expected at time of service. Our billing department can provide a superbill with explanation of patient responsibility, so patients may be reimbursed by their secondary policy, if requested.
- Acceptable forms of payment are Mastercard, Visa, Amex, Cash, or Money Order. We do not accept checks.

### **Administrative Fees**

- Up to a \$100 fee will be charged for completing forms, writing reports, and completing any form or letter related to patient care. We do not complete forms for establishing grounds for a personal injury claim.
- All appointments must be canceled within 24 hours prior to scheduled appointment time. If an appointment is rescheduled within 24 hours, it is considered a same-day cancellation.
  - A fee of \$25 will be charged for existing patient medication management appointments rescheduled within 24 hours prior to appointment time.
  - A fee of \$100 will be charged for existing patient talk therapy appointments rescheduled within 24 hours prior to appointment time.
  - A fee of \$100 will be charged for all new patient appointments that are canceled within 24 hours prior to appointment time.
- 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 will result in the appointment being rescheduled, and a same-day cancellation fee.



- A fee of \$50 will be charged for all missed medication management appointments for existing patients.
- A fee of \$100 will be charged for all missed appointments for new patients, and are required to be collected prior to the rescheduling of the new patient appointment.
- A fee of \$25 will be charged for any approved medication refills or replacement of lost scripts.
- After hours emergency calls are subject to a \$50 fee.

## **Guidelines for Treatment**

### **Statement of Patients' Responsibilities**

- Disclose to providers pertinent legal, social and medical information that they 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.
- Inform all treating providers about medication changes, including medications given to you by other providers.
- Inform providers know when a treatment plan is not working.
- Inform the office about any problems in paying fees.
- Openly report concerns about the quality of care being received.
- Maintain scheduled appointments.
- Update changes of personal contact or insurance information to our front office staff.
- Update staff to changes in 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 as soon as possible.

### **Required Lab Testing**

- Georgia Psychiatry & Sleep requires urine drug screenings (UDS) for all medication management patients. There is a mandatory screening at the initial appointment to establish a baseline screening. Thereafter, a patient will be required to have a UDS done annually at the minimum, or as frequently as their provider deems necessary for their treatment plan.
- For further analysis of urine samples, samples are sent out to a third party lab for analysis. Georgia Psychiatry & Sleep, LLC is not responsible for any patient responsibility or fees deemed required by the third party lab.
- If deemed appropriate by a medication management provider, a patient may request to have a urinalysis done at a lab of their choice. The patient is responsible for corresponding all necessary information to the front office staff, so our office may submit the lab order to the requested lab.
- Blood work analysis is also required for treatment, especially when being treated with certain medications. Patients are required to have all lab orders completed in a timely manner, to avoid interruptions in care.



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## **Disability Paperwork, Accommodation Letters, and Forms**

- Long-Term and/or Short-Term Disability forms are not completed at this practice by any of our providers.
- All related disability paperwork may be reviewed by our office. Georgia Psychiatry & Sleep reserves the right to refuse completion of any disability related paperwork. Completion of any such paperwork is at the discretion of the provider.
- An additional fee may be charged for any disability related paperwork or letters requested. Additional provider time, whether through phone calls or interviews or other written communications, will also incur additional fees.
- Disability paperwork/forms will, under no circumstances, be completed for new patients.
- A partial hospital program or similarly structured program will be recommended for any patient requesting disability paperwork or forms. Georgia Psychiatry & Sleep can send a referral to a facility of the patient's choice, for continuity of care.
- Letters of accommodation for work or school will be reviewed and may be completed at the discretion of Georgia Psychiatry & Sleep. Georgia Psychiatry & Sleep reserves the right to refuse completion of any letter of accommodation.
- All forms, paperwork, and letters must be completed within session with their provider.
- It is the responsibility of the patient to ensure any requested paperwork, form, or other relevant information needed to complete the requested document, is received by Georgia Psychiatry & Sleep prior to their scheduled appointment.
- Georgia Psychiatry & Sleep does not complete evaluations, provide certification or letters for Emotional Support Animals. While Emotional Support Animals are often used as a part of a medical treatment plan as therapy animals, they are not considered service animals under the American with Disabilities Act. Our practice policy regarding Emotional Support Animals is governed by that of the ADA.

## **Grounds to Terminate Physician/Patient Relationship**

- Patients with three (3) or more missed appointments or cancellations within a 12 month period.
- Patients on controlled substances with two (2) or more missed appointments or cancellations within a 12 month period.
- Abuse of prescribed and/or non-prescribed medications.
- Receiving controlled medications from multiple providers, without our knowledge, hindering the ability to coordinate appropriate treatment plan and care.
- Rude, aggressive, inappropriate or hostile behaviors towards staff, providers, or others in the office is grounds for immediate termination.
- Guns or any other type of weapon, regardless of license to carry, are not allowed in the building or on the premises.
- The delivery of services from Georgia Psychiatry & Sleep to patients shall be contingent upon whether both parties can agree that the services are appropriate given the needs and conditions the patient presents. If it is decided that Georgia Psychiatry & Sleep is not the appropriate practice to meet my needs, I, the patient, understand that I will be given referrals to resources more appropriate to my needs and goals.



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## **Communication, Reminders, and TeleHealth Services**

### **Communication and Reminders**

I, the responsible party, consent to enrollment of automated reminder services utilized by Georgia Psychiatry & Sleep. This may include, but not be limited to, phone calls, text messaging, and email communication.

In addition to phone calls, I understand that email will be a primary method used to communicate, schedule/modify/cancel appointments or provide necessary information relevant to care being provided by Georgia Psychiatry & Sleep, LLC.

### **TeleHealth Services**

TeleHealth Services is the use of telecommunication technology to provide behavioral health services from a distance. I, the patient, understand that Doxy.me is a free, HIPAA compatible, videoconference platform that will be used for each distant session. I understand that my provider must verify at the onset of each contact, the identity of the client, as well as the identity of all individuals privy to any electronically transmitted services, at any time during the contact.

I, the patient, also understand that I must be located in the state of Georgia to utilize this format. Patients also agree to be aware of the potential risks and limitations of this mode of treatment, (including but not limited to, the absence of in-person examination) and agree to be treated in a remote fashion in spite of them.

## **Questions and Complaints**

If there are any questions about this notice, disagreement with a decision made about access to medical records, or any other concerns about 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:

ATTN: Happy Porecha, 1314 Concord Road SE, Smyrna, GA 30080

Email: Happy@mindandsleep.com