

# **Office Policies and Service Agreement**

## **Sydney Berkman Psychiatric Services, LLC**

### **Services Agreement**

Thank you for choosing Sydney Berkman, PMHNP for your mental health care. Dr. Berkman appreciates the opportunity to provide you with professional services, including psychiatric evaluation, medication management, and psychotherapy. At all times it is important that you have a clear understanding of why you are receiving services, and how we are attempting to assist you in your mental health care. If you are uncertain about this, you are encouraged to ask for clarification.

This Services Agreement explains the office policies, procedures, and practices. Please read it carefully and let me know if you have any questions. At the end of this handout, you are asked to sign it, indicating that you have read, understand and accept this agreement and the other documents Dr. Berkman has included with it. Although it might seem like a lot of information, it is very important that you read this and any other handouts included so we can discuss questions you might have.

You can revoke this Services Agreement in writing at any time. Generally, Dr. Berkman will consider your written revocation request as binding except in a few circumstances. These are (1) if Dr. Berkman has taken action in reliance on the agreement and (2) you have not satisfied financial obligations you have incurred with Dr. Berkman. Dr. Berkman reserves the right to change the practices described or terms of this Services Agreement at any time. If changed, you may receive the new Services Agreement by calling and asking for it or by visiting my office to pick one up.

### **Patient Rights**

- You have the right to refuse treatment.
- You have the right to change practitioners or receive referral to another practitioner.
- You have the right and responsibility to choose a practitioner that best suits your needs.
- You have the right to confidentiality. There are exceptions for the reporting of abuse as required by law, dangerousness to self or others, or grave disability. Please see the "Notice of Privacy Practices" ("NPP").
- You have the right to raise questions about my therapeutic approach or your progress at any time.

### **Mental Health Services**

Dr. Berkman has provided you with information about the Health Insurance Portability and Accountability Act ("HIPAA"). This is a federal law that provides you with certain rights and protections for your Protected Health Information ("PHI"). It is important for you to know how your health information can be disclosed or used for the purpose of treatment, payment, and health care operations. Dr. Berkman has also provided you with a separate NPP, which tells you more about your privacy rights. That form explains in detail what HIPAA is and how it applies to your health information.

### Payment Policies and Fees

Payment in full is due at the time of service unless other arrangements have been made with Dr. Berkman ahead of time. If Dr. Berkman is contracted with your insurance company, your copayment or co-insurance is due at the time of service as specified by your plan. If we are not contracted with your insurance company, please pay at time of service and Dr. Berkman will give you a receipt that you may use to file a claim for reimbursement. ABH Account Services is our billing service and can be contacted to answer your billing questions and concerns at (206) 726-1790. ABHAS keeps regular business hours Monday through Friday; you may leave messages on the secure voicemail at any time. You may contact ABHAS to make payments at the above number, or with Dr. Berkman in person or over the phone. Credit card numbers can be retained on file with Dr. Berkman, ABHAS does not retain credit card information.

### Accepted Insurance

I am in the process of contracting with Regence and Premiera, and am taking private pay only for the time being. Please keep in mind that you still may be able to use your insurance if you have out of network benefits. Please contact your insurance carrier to see if outpatient mental health benefits are covered. On your initial visit please make sure to bring your insurance card and state issued ID. All contracted insurance companies are billed directly as a courtesy. Any remaining balance for non-covered benefits and deductibles are your responsibility. By paying with insurance you are authorizing Dr. Berkman to release information required to process your insurance claims and also authorizing your insurance to directly pay Dr. Berkman.

### Fee Schedule 2023:

Fee Schedule 2023	Code	Time Based	Complexity Based	Fee
Psychiatric Evaluation (initial appointment)	99202	15-29 mins	Straightforward	\$250
	99203	30-44 mins	Low	\$275
	99204	45-59 mins	Moderate	\$275
	99205	60-74 mins	High	\$290
Medication Management (Follow-up appointments)	99212	10-19 mins	Straightforward	\$120
	99213	20-29 mins	Low	\$130
	99214	30-39 mins	Moderate	\$150
	99215	40-54 mins	High	\$200

Therapy	90834	38-52 mins		\$165
Therapy with add-on medication management (+fees above)	90833	16-37 mins		\$100

There will be a \$25 charge for checks returned due to non-sufficient funds (NSF), closed accounts, etc.

Telephone calls in excess of five to ten minutes will be charged on a prorated basis. Insurance companies do not necessarily reimburse for telephone calls.

For those not utilizing insurance, payment is due at the time of your appointment. If Dr. Berkman is billing insurance and you are certain you have remaining benefits, only your copayment is due at the time of your appointment. Once insurance claims have been processed, a monthly bill will be sent out that will inform you of any balance due. It can take up to 60 days for insurance claims to be processed. If your account remains delinquent for 120 days or more, Dr. Berkman reserves the right to discontinue services until full payment is received and/or refer the account to a collection agency. Insurance reimbursement is a contract between you and your insurance carrier. Dr. Berkman cannot accept responsibility for collecting on a disputed insurance claim. You are ultimately responsible for full payment on your account.

#### **Out of Network Insurance Carrier Reimbursement**

Your insurance carrier may reimburse you for payments even though Dr. Berkman is considered an "out of network" provider. If you wish to seek reimbursement from your insurance carrier, Dr. Berkman can provide you with a signed receipt for services, which contains what would reasonably be expected to be the information necessary for your insurance carrier to process your reimbursement. Patients are responsible for the disclosure of the information contained on such a receipt and for completing any relevant insurance claim form, submitting such claim, and directly seeking reimbursement from their insurance carrier. Dr. Berkman is not able to bill Medicare or Medicaid for you.

#### **Cancellation Policy**

Less than 24 hours notice of a cancellation or not showing for a scheduled appointment will result in being charged a fee no more than the full rate for the time reserved. Insurance companies do not reimburse for missed appointments.

#### **Length and Frequency of Appointments**

It is necessary to start and end on time. I will do all that is possible to keep appointments on schedule. In the event that you are late for an appointment, please note that we may not be able to run over your scheduled time. Meetings may be once a week or less frequently depending on your individual needs. The frequency of these appointments is determined by the individual's response to the medication and the level of symptoms. When an individual is stable on

medications, we may meet every four to twelve weeks based on provider's professional recommendation on a case-by-case basis.

### **Emergencies**

Emergencies may arise from time to time. Dr. Berkman's voicemail has instructions on how to page her. If for any reason, you do not get a call back and you need to speak with a professional right away, please call the Crisis Line at 1-866-427-4747. If this is a medical emergency call 911 immediately or go to the nearest hospital Emergency Room.

### **Treatment Approach**

The first appointment is an opportunity for us to evaluate if we will continue a working relationship. Neither of us is under any obligation to do so. If I feel that we will not be able to work together effectively or if you would prefer not to continue in treatment, I will do my best to refer you to other qualified professionals.

Treatment is generally terminated when we mutually agree that sufficient progress has been made towards your goals. You are under no obligation to continue treatment if you are dissatisfied or do not feel your treatment is effective. If you feel that you would like to work with another provider for any reason, please let me know and I will be glad to refer you to another clinician who can assume care for you. If in the course of treatment, it becomes clear that another clinician would be more professionally suited to treat your specific needs then I may discontinue treatment and give you referrals to other clinicians. If I conclude I am not able to provide the care an individual needs, I will give you the names of other mental health clinicians qualified to provide treatment for you. You have the right to refuse any recommendations or referrals I may make. I may legally find it appropriate to terminate therapy if it appears your refusal of recommendations may endanger the health of you or others. Please feel free to discuss any concerns you have about terminating treatment.

### **Professional Records**

Dr. Berkman keeps a record of the health care services provided to you. You may ask to see and copy that record. You may also ask to correct that record. The content of all therapy sessions and your medical records are confidential. Your medical record may contain information regarding HIV/AIDS, substance abuse, mental health, sexually transmitted diseases, or other sensitive information. Dr. Berkman will not disclose your record to others unless you direct us to do so or unless the law authorizes or compels us to do so. If patient information is transferred or stored electronically, it will be encrypted to protect privacy. Patient records will be kept in a locked filing cabinet when not in use, or in an electronic health record (EHR) system. Dr. Berkman meets or exceeds all HIPAA and HHS certification requirements, as well as other state and federal regulations. Dr. Berkman is required by law to report any breach of PHI.

What is a Breach? The HITECH Act added a requirement to HIPAA that medical providers must give notice to patients and to the U.S. Department of Health and Human Services (HHS) if they discover that "unsecured" PHI has been breached. A "breach" is defined as the acquisition,

access, use or disclosure of PHI in violation of the HIPAA Privacy Rule. Examples of a breach include: stolen or improperly accessed PHI; PHI inadvertently sent to the wrong provider; and unauthorized viewing of PHI by an employee of Dr. Berkman. PHI is “unsecured” if it is not encrypted to government standards. When Dr. Berkman becomes aware of or suspects a breach, she will conduct a Risk Assessment. Dr. Berkman will keep a written record of that Risk Assessment. Unless Gabriela Dr. Berkman determines that there is a low probability that PHI has been compromised, Dr. Berkman will give notice of the breach. After any breach, particularly one that requires notice, Dr. Berkman will reassess its privacy and security practices to determine what changes should be made to prevent the re-occurrence of such breaches. Although your health care records in our office are our physical property, the information belongs to you. You may request access to your medical record file, billing records, and other records used to make decisions about your treatment and payment for your treatment. You can read your records, and if you want a copy we can make one for you (but we may charge you for the costs of copying and mailing, if you want it mailed to you). Under limited circumstances, Dr. Berkman may deny you access to a portion of your records. If you want to access your records, you provide a written record request to the Office address above. If you request copies, you may be charged for the reasonable cost of the copy. Dr. Berkman will also charge you for postage costs, if you request that copies be mailed to you.

### **Internet confidentiality**

The Internet is not a totally secure medium for purposes of transmitting confidential information. Psychiatric advice will not normally be provided via the Internet, and any inquiry or contact with my office via the Internet should not be considered a substitute for telephonic, written, or in-person communication. Patient realizes and agrees that they may be compromising confidentiality if they use such means of communication. Patients with psychiatric inquiries are requested to contact my office in person, by telephone, in writing, or secure messaging. If you are a patient, because you have chosen to communicate PHI by e-mail, you are consenting to associated e-mail risks. Again, please note that e-mail is not secure and Dr. Berkman cannot guarantee that information transmitted will remain confidential. Please do not send personal or confidential information over e-mail.

We understand the importance of privacy in patient care and will continue to strive to make all information as confidential as possible. We will never sell or give away any private information, including your e-mail address. By signing below, you acknowledge that you have read this consent form and that you understand and will comply with it.

### **Credentials and licenses**

I graduated from Seattle University in 2022 and I completed a pediatric/adolescent psychiatry fellowship at Seattle Children's Hospital. I am a board certified psychiatric nurse practitioner and hold licenses to practice in Washington State. While my office is located at Associates in Behavioral Health, I am an independent practitioner and am solely responsible for the psychiatric services I provide.

### **Agreement to Participate in Services**

Disclosure law requires Dr. Berkman, to obtain your signature acknowledging that you were provided with this information. Your signature below indicates that you have read or listened to the information in this Services Agreement and in the accompanying handouts and that you understand it and agree to abide by its terms during your professional relationship with Dr. Berkman. It also serves as an acknowledgment that you have received and read or listened to the Notice of Privacy Practices form and the current fee schedule. If you have any questions, please feel free to discuss them with me before signing this Services Agreement. These policies may be updated at any time.

I hereby authorize Dr. Berkman to provide mental health services including the evaluation, treatment, or providing consultation to myself or the above-named person. I authorize Dr. Berkman to release any information required to process my insurance claims. I understand that my medical record may contain information regarding HIV/AIDS, substance abuse, mental health, sexually transmitted diseases, sickle cell anemia, or other sensitive information. I also authorize my insurance to directly pay Dr. Berkman. Your signature indicates you accept responsibility for payment of fees in accordance with these terms and conditions. An electronic copy of this agreement may be substituted for and will be legally binding as the original agreement. This agreement constitutes informed consent without exception.

Client Name:

Client Date of Birth:

Parent/Guardian Name (if client is under 18):

Signature: \_\_\_\_\_ Date: \_\_\_\_\_