

## **Patient Agreement with Policies and Procedures David W. McMillan, Ph.D.**

Welcome to my practice!

The following information is provided to my patients to assist you in understanding policies and procedures at my office. We strive to provide you care which is both comfortable and of the highest quality. Please do not hesitate to ask questions of me, or my administrative staff, at time about these matters.

Attached to this Patient Agreement Form is the newly required **Notification of Patient Rights** document now required with the passage of the federal “medical records privacy law” known as **HIPAA** (Health Insurance Portability and Accountability Act). I am required by law to give you a copy of this document and to secure your signature indicating you have received a copy of it. Laws such as these are important, but also complex and in my **Notification of Patient Rights** document I have tried to inform you about your rights in plain, simple language. Please read the contract and do not hesitate to ask me about any questions you might have about these matters.

### **Appointments:**

My secretary typically schedules my appointments for my patients but sometimes she is not available and I will schedule the appointments for myself.

Since patients are seen by appointment only (*unless an emergency situation dictates otherwise*), the appointment time given is reserved for you. Please give at least forty-eight (48) hours notice if you must cancel your reserved time. In the absence of such circumstances, you will be charged your usual fee for appointments not cancelled twenty-four hours prior to the time. Please understand that insurance companies cannot be charged for missed appointments and you are fully responsible for any charge due to a missed appointment.

### **Emergencies and Telephone Calls:**

While you will be seen at a reserved time, which fits your schedule demands, there may arise occasions where you need to talk to me between appointments. Should you need to talk to me between appointments and you call during normal office hours, I will return your call as promptly as I can. If your call is an **emergency** and occurs during normal office hours, you should declare your call to be an emergency. Your call will be handled promptly.

### **Fees and Payments:**

My fee is \$165.00 per a 50-minute appointment. We will file insurance forms for you, if you so desire. Generally speaking, copayments and deductibles are due at the time services are rendered. Special fee structures for certain specified tasks such as psychological testing; consulting, or court-ordered appearances will be discussed with you and agreed upon before any actions are taken. While Tennessee law permits minors sixteen years and older to consent to mental health care without parental consent, I hope and expect that minors will obtain permission from their parents and their parents will be responsible for payment.

### **Insurance Usage and Issues of Confidentiality and Privileged Communications:**

Many patients elect to file third party insurance coverage, including Medicare, for services rendered. We will file insurance for you, provided you authorize us to do so and provide us with the necessary information for filing such claims. As you know, the world of health care has experienced a tremendous change in the manner in which insurance companies reimburse for third party payment. Many plans require an initial precertification of care before you can use your insurance benefits. It is your responsibility to make sure such precertification requirements are met by you if you elect to use your insurance benefits (i.e., referral from your primary care medical doctor, employee assistance program, other “gatekeeping” mechanisms such as calling an 800 number for approval).

In filing your insurance claim for you, it is understood that you are granting me permission to reveal confidential information, such as the dates you are seen, the length of the appointment, and your diagnosis. This type of information is required by your carrier if you want insurance to pay your claim. Additionally, nearly all companies now require further utilization review and participation with outcome and quality measures. Unless your care is very,

very brief, it is highly likely I will be forced to submit a more extensive report documenting the clinical and medical necessity for your care, as well as revealing some of the details of your care to date, if further sessions are going to be authorized by your carrier. Many carriers will require auditing/review of your records for every visit here. Nearly all companies require participation in outcome and quality care studies such as patient satisfaction surveys. If your carrier requires such activities in order for you to use your insurance, I will comply with those requirements if you want me to. **My responsibility is to inform you about the compromising of your confidentiality and privacy when complying with such requirements.** The compromising of your confidentiality is standard in today's marketplace whenever one elects to use third party insurance coverage for services rendered. Fortunately, the newly enacted HIPAA regulations do provide you an increased degree of privacy and confidentiality regarding your protected health information. Payers of care can no longer make full release of all of your entire mental health record a condition for payment of your claims. Instead, I will be able to limit release of your mental health record to only your designated mental health record set and not my psychotherapy notes of our sessions together. As explained in my Notification of Patient Rights Document given to you, the designated mental health record is limited to the following information: billing information, paperwork you completed today, a summary of your initial visit today, your mental status examination, your comprehensive treatment plan, progress notes, any reports or clinical summaries, any correspondence with outside parties you authorized me to release, and any utilization review reports which have occurred regarding your care. Psychologists have a strong privileged communication law in our state, which carries the same legal status as that of attorney-client. *What you talk about in your established relationship with me is protected by privileged communication laws and confidentiality principles, with the exception of certain specific actions (i.e., clear and imminent danger to self and/or others, suspected child abuse, worker's compensation related cases, if your psychiatric or psychological health becomes an issue in a lawsuit, whatever information is shared in utilization review reports for authorization of care, compliance with chart audits by your insurance carrier).* With these exceptions, unless you specifically sign a release of information authorizing me to talk to someone, all communications here are kept private, confidential, and privileged (i.e., if someone calls here asking for you, my staff will not acknowledge even knowing you unless you tell us otherwise). We strive to maintain the sacredness and privacy of your confidential communications with us. In order to treat you ethically Dr. McMillan may consult with other professionals about his work with you. You are encouraged to discuss your progress or raise any questions that you might have, and are reminded that you can stop psychotherapy at any time. You may also seek a second opinion if you wish to do so.

### **Your Informed Consent to Care:**

I have provided this information to you in the hope of fully informing you about the policies of my office and some of the parameters of care you will receive here, such as the importance of confidentiality. Psychiatric and psychological care, like other things in life, offer no absolute guarantee of success and there are limitations to any form of care offered a patient. Since such limitations are always a function of the particular problem in question, I invite you to discuss your treatment plan with me. After we have met to discuss your concerns, I will construct an individualized treatment plan and share it with you so that you and I have our plan for what problems we are going to solve and how.

Please feel free to discuss any of these matters with me in more detail. By signing below, you acknowledge having read, understood, and agreeing to these policies and procedures. Your signature acknowledges your informed consent for care.

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Signature of adult patient or parent/legal guardian of  
patient less than 18 years of age

Date

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Witness