

PSYCHIATRIC CARE FOR SENIORS

Phone: (925)364-0082

Fax:866-284-3572

NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW HEALTH AND MEDICAL INFORMATION ABOUT YOU
MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS
INFORMATION.**

PLEASE REVIEW IT CAREFULLY.

THE PRIVACY OF YOUR HEALTH AND MEDICAL INFORMATION IS IMPORTANT TO US.

OUR RESPONSIBILITIES

We at Psychiatric Care for Seniors understand that medical information about you and your health is personal. Applicable federal and state law requires us to maintain the privacy of your health information. We are also required to give you this Notice about our privacy practices, our legal duties, and your rights concerning your health information. We must follow the privacy practices that are described in this Notice while it is in effect. This Notice takes effect March 1, 2018 and will remain in effect until we replace it. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.

We reserve the right to change our privacy practices and the terms of this Notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our Notice effective for all health information that we maintain, including health information we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this Notice and make the new Notice available upon request.

You may request a copy of our Notice at anytime. For more information about our privacy practices, or for additional copies of this Notice, please contact us using the information listed at the end of this Notice.

USES AND DISCLOSURES OF HEALTH INFORMATION

We may use and disclose health information about you for treatment, payment, and healthcare operations. For example:

To Treat You: We can use or disclose your health information to a physician or other healthcare provider providing treatment to you.

Billing and Payment For Services: We can use and disclose your health information to

obtain payment for services we provide to you.

Healthcare Operations: We can use and disclose your health information in connection with our healthcare operations which includes quality assessment and improvement activities, reviewing the competence or qualifications of healthcare professionals, evaluating practitioner and provider performance, conducting training programs, accreditation, certification, licensing or credentialing activities.

Your Authorization: In addition to our use of your health information for treatment, payment or healthcare operations, you may give us written authorization to use your health information or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at anytime; your revocation will not affect any use or disclosures permitted by your authorization while it was in effect. Unless you give us a written authorization, we cannot use or disclose your health information for any reason except those described in this Notice.

To Your Family and Friends: We must disclose your health information to you, as described in the Patient Rights section of this Notice We may disclose your health information to a family member, friend or other person to the extent necessary to help with your healthcare or with payment for your healthcare, but only if you agree that we may do so.

Persons Involved In Care: We may use or disclose health information to notify, or assist in the notification of (including identifying or locating) a family member, your personal representative or another person responsible for your care, of your location, your general condition, or death. If you are present, then prior to use or disclosure of your health information, we will provide you with an opportunity to object to such uses or disclosures. In the event of your incapacity or emergency circumstances, we will disclose health information based on a determination using our professional judgment disclosing only health information that is directly relevant to the person's involvement in your healthcare. We will also use our professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to pick up filled prescriptions, medical supplies, x-rays, or other similar forms of health information.

Marketing Health-Related Services: We will not use your health information for marketing purposes without your written permission.

Required by Law: We may use or disclose your health information when we are required to do so by state or federal law, including with the Department of Health and Human Services if it wants to see that we are complying with federal privacy law.

Abuse or Neglect: We may disclose your health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes. We may disclose your health information to the extent necessary to avert a serious threat to your health or safety or the health or safety of others.

National Security: We may disclose to military authorities the health information of Armed Forces personnel under certain circumstances. We may disclose to authorized federal

officials health information required for lawful intelligence, counterintelligence, and other national security activities. We may disclose to correctional institution or law enforcement official having lawful custody of protected health information of inmate or patient under certain circumstances.

Respond to organ and tissue donation requests: We can share health information about you with organ procurement organizations.

Work with a medical examiner or funeral director: We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests: We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions: We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Appointment Reminders: We may use or disclose your health information to provide you with appointment reminders (such as voicemail messages, postcards, or letters).

PATIENT RIGHTS

Access: You have the right to look at or get copies of your health information, with limited exceptions. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practicably do so. (You must make a request in writing to obtain access to your health information. You may obtain a form to request access by using the contact information listed at the end of this Notice. We will charge you a reasonable cost-based fee for expenses such as copies, mailing, and staff time. You may also request access by sending us a letter to the address at the end of this Notice. If you request an alternative format, we will charge a cost-based fee for providing your health information in that format. If you prefer, we will prepare a summary or an explanation of your health information for a fee. Contact us using the information listed at the end of this Notice for a full explanation of our fee structure.)

Disclosure Accounting: You have the right to receive a list of instances in which we or our business associates disclosed your health information for purposes, other than treatment, payment, healthcare operations and certain other activities, for the last 6 years, but not before April 14, 2003. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.

Restriction: You have the right to request that we place additional restrictions on our use or disclosure of your health information. We are not required to agree to these additional

restrictions, but if we do, we will abide by our agreement (except in an emergency).

Alternative Communication: You have the right to request that we communicate with you about your health information by alternative means or to alternative locations. (You must make your request in writing.) Your request must specify the alternative means or location, and provide satisfactory explanation how payments will be handled under the alternative means or location you request.

Amendment: You have the right to request that we amend your health information. (Your request must be in writing, and it must explain why the information should be amended.) We may deny your request under certain circumstances.

Electronic Notice: If you receive this Notice on our Web site or by electronic mail (e-mail), you are entitled to receive this Notice in written form.

QUESTIONS AND COMPLAINTS

If you want more information about our privacy practices or have questions or concerns, please contact us.

If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your health information or in response to a request you made to amend or restrict the use or disclosure of your health information or to have us communicate with you by alternative means or at alternative locations, you may complain to us using the contact information listed at the end of this Notice. You also may submit a written complaint to the U.S. Department of Health and Human Services by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

We support your right to the privacy of your health information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Privacy Officer: Kulwinder Singh, M.D.

Telephone: (925) 364-0082

Fax: (866) 284-3572

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Acknowledgement of Receipt for 'HIPAA Notice of Privacy Practices'

I, _____, have received a copy of the 'Notice of Privacy Practices'.
(Name of patient or guardian)

(Signature of patient or legal guardian)

(Relationship to patient)

(Date)

For office use only

A written signature of this form was attempted but could not be obtained because:

- Individual refused to sign
 - An emergency situation prevented obtaining this acknowledgment
 - Other: _____
-
-

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Treatment Consent for Psychiatric Services

INITIAL EVALUATION & SESSIONS

Our psychiatrists generally conduct a thorough psychiatric evaluation during the initial session – which is typically scheduled for 60 minutes. This assessment focuses on determining the best treatment plan possible and is specific to each individual patient. It is extremely important for this initial assessment to be as comprehensive as possible. Therefore, please complete the new patient forms provided. Please make sure to provide information about previous providers, past psychiatric treatment, and medication trials. In some situations, extra sessions are needed to complete an appropriate evaluation. Additionally, collateral information (i.e., family reports, etc.) are often helpful for adult patients as well. These issues will be discussed during the initial session. Please remember that a comprehensive assessment is necessary regardless of the treatment modality (i.e., psychotherapy, psychiatric medications, or both) as it allows us to provide the best possible care.

PRACTICE STATUS

Psychiatric Care for Seniors is a medical practice that specializes in the practice of mental health.. All Psychiatric Care for Seniors' patient records are stored using an industry standard electronic health record called Valant. Your records should only be accessed by your current provider as well as covering providers (who are not always other Psychiatric Care for Seniors providers). The office assistant also may, at times, have access to your record. Please note that it is our policy to always protect this information in accordance with all legal and ethical standards. If a referral to (e.g., primary care doctors, other specialty physicians, psychologists, social workers, therapists, nutritionists, etc.) is necessary, this will be discussed in session and your provider will work to collaborate with these professionals and coordinate your care. Please note, however, that although we attempt to identify top quality professionals with very high standards of care, we cannot be responsible for the services/treatment that they provide. It is always your responsibility to determine if a professional referral is acceptable, and alternative options will be considered.

PSYCHOTHERAPY

Often called talk therapy, this form of treatment can be helpful to individuals, couples, and families. Benefits can include significant stress reduction, improved relationships, resolution of specific problems, improved treatment compliance, as well as improved self-insight. However, therapy is not guaranteed to work for everybody and can be a large financial commitment as well as requiring a significant amount of time and energy. Moreover, psychotherapy may also require exploring unpleasant aspects of your life and can, at times, lead to feelings of distress (i.e., guilt, anxiety, frustration, etc.). These unpleasant aspects are generally temporary but are extremely important to discuss when present. Always remember that anything can be discussed in therapy. Thus, it is important to let your therapist know if you feel that your goals aren't being met. These issues can be addressed in session. Our providers are always willing to find alternative referrals, if necessary.

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MEDICATION MANAGEMENT

Psychiatric medications can be used in conjunction with psychotherapy to treat many conditions. It is important to find the best combination of medications and therapy for each individual case. Your psychiatrist can provide an integrated approach as psychiatrists are trained to administer both psychiatric medications and psychotherapy. However, in some situations, it may be appropriate to consider merely managing your psychiatric medications and sharing the psychotherapy with an alternative provider. Often called the 'split treatment' model, this should be discussed in order to determine if it would be a viable option for you. We can help find the appropriate provider for you whether at Psychiatric Care Institute or another provider in the community. In situations that warrant the use of medications, it is imperative for you to understand the target symptoms and likely outcomes. Additionally, since all medications have the potential for side effects, your psychiatrist will always discuss the risks, benefits, side effects, government warnings, and alternative treatments (which always includes not using medications) with you.

PROFESSIONAL FEES

Our current fees for psychiatric services are \$320.00 for an initial 60-minute session focusing on assessment and evaluation. Follow-up sessions are billed at the following rates: \$160 for a 30-minute session. These fees are subject to change. These follow-up rates apply to all appointments even if the initial evaluation must be extended over several sessions. Additionally, other professional services that require longer than 10 minutes of time are billed at \$80 per 15-minute increment. This includes report writing, telephone conversations, and preparation of treatment summaries, as applicable pursuant to your plan. These fees are subject to change over time and will be reviewed on a yearly basis. We will also do our best to address this issue on an ongoing basis with the financially responsible party.

BILLING AND PAYMENTS

You are expected to pay for each session at the beginning of each appointment. If Psychiatric Care for Seniors is in-network with your current health plan or PPO, you are expected to pay your deductible and co-pay, as applicable, at the beginning of each appointment. Additionally, payment for 'other professional services' (as listed above) will be agreed to at the time of your request for these services. Please discuss any concerns with your provider, as this is an important part of providing top quality care. We accept checks, cash, and credit cards (MasterCard, Visa, American Express, or Discover) for all professional services. If your account is overdue for more than 60 days, we reserve the right to use legal means to secure payment. This includes charging an on-file credit card as well as utilizing a collections agency or a small claims court. In such cases, certain information may be required by these agencies. By signing this form you acknowledge that this can include name, nature of services provided, clinical notes, and amount due. A \$25 fee is charged for all returned checks.

CANCELLATIONS AND NO-SHOW POLICY

Once your appointment is scheduled, you will be expected to pay the full professional fee unless you provide at least 24 business hours' advance notice of cancellation. Please call our office at (925) 364-0082

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to alert us of a cancellation. Please remember that business hours are considered weekdays from Monday through Friday and exclude all standard holidays. Also, insurance companies generally do not reimburse for missed sessions or those cancelled too late, and you will personally be charged the full professional fee.

INSURANCE REIMBURSEMENT

Psychiatric Care for Seniors is contracted with Medicare and many commercial insurances. There are some plans that we are not contracted with as such, we are considered “out of network” for those plans. If you have a health benefits policy that provides mental health coverage, you may be entitled to insurance reimbursement for any provided professional services. You can discuss this with your insurance company by contacting them directly. If we are out of network with your plan, we can provide you with a service invoice/receipt (sometimes referred to as a super bill) that you can submit to your insurance company. We do not bill your insurance company directly when we are out-of-network. Please also note that if reimbursement is pursued by you, most insurance agreements require you to authorize us to provide clinical information directly to them. This can include a clinical diagnosis, historical information, treatment plans or summaries, and sometimes a copy of your chart records. In such cases, this information will become a part of the insurance company files and can be used by them in accordance with applicable laws and regulations.

PATIENT FINANCIAL RESPONSIBILITY

You are ultimately responsible for all payment obligations arising out of your treatment or care and guarantee payment for these services. You are responsible for deductibles, co-payments, coinsurance amounts or any other patient responsibility indicated by your insurance carrier or any other amounts, which are not otherwise covered by supplemental insurance.

CONTACTING YOUR PROVIDER

We always attempt to be accessible for all urgent issues. If your provider is not immediately available by office telephone (925) 364-0082, please leave a voice message and we will return your call as soon as possible. Calls are generally returned within one business day. Please always leave a phone number where you can be best reached. If your call is an emergency, please contact 911 immediately instead of calling the office. Emergency psychiatric services are provided by all hospitals through their emergency rooms and do not require appointments. Emergency room physicians can contact your provider at any time so please provide them with his/her contact information. When your provider is unavailable for extended periods of time (i.e., vacation, conferences, etc.), a trusted colleague will provide coverage and contact information will be provided on the office voicemail. We strongly recommend utilizing patient’s portal for sending secure messages to provider. We generally reply the secure messages within one business day.

PROFESSIONAL RECORDS

Both law and professional standards protect mental health records. Although you are entitled to review a copy, these records can be misinterpreted given their professional nature. In rare cases when it is deemed potentially damaging to provide you with the full records directly, they are available to an

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appropriate mental health professional of your choice. Alternatively, we can review them together and/or treatment summaries can be provided. Please note that professional fees will be charged for any preparation time required to comply with such requests.

CONFIDENTIALITY

Confidentiality is a cornerstone of mental health treatment and is protected by the law. Aside from emergency situations, in other situation as allowed by applicable law, and as described in the notice of privacy practices, information can only be released about your care with your written permission. If insurance reimbursement is pursued, insurance companies also often require information about diagnosis, treatment, and other important information (as described above) as a condition of your insurance coverage. Several exceptions to confidentiality do exist that actually require or permit disclosure by law, which include the following and others in accordance with applicable law: (1) danger to self – if there is threat to harm yourself, we are required to seek hospitalization for the client, or to contact family members or others who can help provide protection; (2) danger to others – if there is threat of serious bodily harm to others, we are required to take protective actions, which may include notifying the potential victim, notifying the police, or seeking appropriate hospitalization; (3) grave disability – if due to mental illness, you are unable to meet your basic needs, such as clothing, food, and shelter, we may have to disclose information in order to access services to provide for your basic needs; (4) suspicion of child, elder, or dependent abuse – if there is an indication of abuse to a child, an elderly person, or a disabled person, even if it is about a party other than yourself, we must file a report with the appropriate state agency; (5) certain judicial proceedings – if you are involved in judicial proceedings, you have the right to prevent us from providing any information about your treatment. However, in some circumstances in which your emotional condition is an important element, a judge may require testimony through a court order. Although these situations can be rare, we will make every effort to discuss the proceedings accordingly.

We also reserve the right to consult with other professionals when appropriate. In these circumstances, your identity will not be revealed and only important clinical information will be discussed. Please note that such consultants are also legally bound to keep this information confidential.

ELECTRONIC MAIL (EMAIL)

Always be aware that email is not a confidential means of communication. We cannot guarantee that email messages will be received or responded to in a timely fashion. As such, email is not an appropriate way to communicate confidential or urgent information.

LEGAL TESTIMONY

Legal matters requiring the testimony of a mental health professional can arise. This, however, can be damaging to the relationship between a patient and his/her provider. As such, we generally recommend that you hire an independent forensic mental health professional for such services. If we are asked to provide legal testimony or other med-legal services for our patients, such as court proceedings, depositions and other such work, we will discuss our fees for such work with you at the time. Our fees for

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this work are higher than our fees for professional services described in the Professional Fees section above. Dr. Singh does not handle forensic psychiatry or disability cases.

Your signature below indicates that you have read the Treatment Consent Form (5 pages), which contains information on psychiatric services, sessions, professional fees, cancellation and no-show policies, billing and payments, insurance reimbursement, contacting providers, professional records, confidentiality, and practice status, and you agree to abide by its terms during our professional relationship.

Name of patient (print): _____

Name of legal guardian (print): _____

**(Only if patient is under 18 or a dependent adult)*

Signature of patient or guardian: _____ Date: _____

Signature of psychiatrist: _____ Date: _____

Initials _____

PSYCHIATRIC CARE FOR SENIORS

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CANCELLATION & MISSED APPOINTMENT POLICY

Our goal at Psychiatric Care for Seniors is to provide you with convenient, accessible, high quality medical care. In order for us to assure convenience and accessibility to all of our patients, it is important that patients arrive timely for all scheduled appointments or cancel the appointment 24 hours in advance. This policy allows us to make better use of our available appointments for those patients in need of medical care.

Cancellation of an Appointment

You may cancel your scheduled appointment by calling our office during regular business hours at (925) 364-0082. Appointments are in high demand and your early cancellation will give another patient the opportunity to be seen by a provider.

Missed Appointment Policy

A "missed appointment" is an occurrence where someone does not show up for an appointment and does not cancel the appointment in advance of the scheduled date and time. If you do not show up for your appointment and you do not cancel the appointment 24 hours in advance, we will record this in the medical record as a "missed appointment". Each time you miss your appointment, you will be notified by telephone and you will be asked to re-schedule. Failure to cancel or re-schedule the appointment 24 hours in advance of the scheduled appointment time will result in the patient being charged in full for the missed appointment. This fee will not be submitted to the insurance company.

I acknowledge that I have read and understand the above policy statement regarding the fees for missed appointments. I may also contact the Billing Department at (925) 364-0082 for additional information. Please note: Repeated "missed appointments" may result in discharge from the practice.

Name of patient (print): _____

Name of legal guardian (print): _____

**(Only if patient is under 18 or a dependent adult)*

Signature of patient or guardian: _____ Date: _____

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Informed Consent for Telemedicine Services

The telemedicine (Telepsychiatry) practice involves when the doctor and patient are widely separated using audiovisual interactive electronic communications (HIPAA compliant).

The telemedicine provides safe and convenient accessibility to psychiatric care for individuals who have barriers for in-office face-to-face visit.

A potential risk of telemedicine is that because of your specific medical condition, or due to technical problems, a face-to-face consultation still may be necessary after the telemedicine appointment. Additionally, in rare circumstances, security protocols could fail to cause a breach of patient privacy. The alternative to telemedicine consultation is a face-to-face visit with a physician.

All the laws concerning patient access to medical records and copies of medical records apply to telemedicine. Dissemination of any patient identifiable information from the telemedicine consultation to others will not occur without your informed consent.

All existing confidentiality protections under federal and California law applies to information used or disclosed during your telemedicine consultation.

You may withhold or withdraw your consent to a telemedicine consultation at any time before and/or during the consult without affecting your right to future care or treatment.

I acknowledge that I have read and understood the information provided above regarding telemedicine, have discussed it with my psychiatrist and all of my questions have been answered to my satisfaction. I hereby give my informed consent for the use of telemedicine in my psychiatric care

Name of patient (print): _____

Name of legal guardian (print): _____

**(Only if patient is under 18 or a dependent adult)*

Signature of patient or guardian: _____ Date: _____