

POLICIES AND INFORMATION

Please read the following information about my fees, appointment cancellations, and confidentiality. Feel free to bring up questions about these policies at any time.

Estimated Fees (not using insurance):

60-min Initial Consultation	\$400
50-min medication/therapy	\$300
25-min medication/therapy	\$150
30-min Home or School Evaluation	\$150

Fees Based on CPT Codes

90792, 99205 Evaluation Codes	\$400
99215 Office Visit, Complexity Level 5 of 5	\$300
99214 Office Visit, Complexity Level 4 of 5	\$250
99213 Office Visit, Complexity Level 3 of 5	\$175
90836 Add-On Psychotherapy 45 minutes	\$200
90833 Add-On Psychotherapy 30 minutes	\$150

Fee Changes: If my fees need to adjust, I will do so on January 1st of a given year. I will post changes on my website and notify my out-of-pocket clients three months ahead of time.

Insurance: Be sure to check your health insurance coverage for outpatient mental health care. I am currently a contracted provider for Blue Cross Blue Shield of MA. If you are unsure whether services will be covered, please ask your insurance company. Remember that you will be responsible for charges which are not covered by your insurance. For those who do not have BCBS, you may pay my fees as stated above. If you have a non-BCBS PPO plan, you can request reimbursement from your insurer for the appointment. Please ask me if you have any questions about that process.

Cancellations: If you miss a scheduled appointment or cancel within 48 hours of that appointment, I will bill you \$50 for a 25-minute appointment and \$100 for a 50-minute appointment. Insurance does not reimburse for missed appointments and you are responsible for this fee. I waive the fee for the first late cancellation per calendar year. I will also waive fees for severe weather (determined if the Northborough Public Schools are closed). If you cancel your appointments too often, I will bring this up with you. If you continue to cancel too frequently, I may end the treatment. Please discuss with me any difficulties in keeping appointments or if you need to change the frequency of appointments. If you miss your initial appointment or late-cancel your initial appointment, I will only reschedule for extenuating circumstances.

Phone Calls: I return every call by the end of the next business day. Please leave your phone number each time you call, as I may not have access to your contact information. I cannot ensure that I will be available for emergencies. For emergencies, please go to your nearest emergency room or call 911. On weekends I check my messages daily around 5 pm.

Coverage: If I am out of town, the name and number of the covering psychiatrist will be on my answer machine. Usually the covering psychiatrist is Dr. Kerry Wilkins at (508) 919-6248. I will do my best to provide two months' notice of any time I will be out of town for longer than a weekend. I have a calendar in my office of upcoming dates.

Discontinuation of Treatment: I will discontinue treatment only after discussion with the client and usually for one of the following reasons: (1) agreement between client and myself, (2) significant outstanding bill, (3) frequent cancellations or no shows, and (4) refusal to do work in treatment. If you wish to discontinue treatment, you may let me know in person, by phone, or in writing. I can assist in transferring to a new provider if needed. It is important to have a good fit between client and clinician, and I will not be offended if you would prefer to seek alternate treatment. If we do not have an upcoming appointment scheduled and I do not hear from you for six months, I will assume that you have decided to cease treatment with myself and will close your file. Please feel welcome to contact me in the future to reopen your file.

E-mail: The e-mail account that I use for my business is limited to my business use. It is not encrypted and does not fulfill HIPAA requirements for secure protected health information. I do not use it to speak with yourself or caregivers involved in your treatment without your approval. If you initiate an e-mail correspondence I assume that you are willing to converse over e-mail regarding your, or your child's care. You understand that my communications with you over e-mail are not HIPAA compliant but that you have waived this. E-mail is not a replacement for regular visits! I am always available to set up a time on the phone to speak regarding protected health information.

Confidentiality: Anything you reveal in these sessions is confidential and cannot be released to another person without your consent. Exceptions occur when there is an intent to harm others or yourself, sometimes if a judge requests information regarding your mental health, or in cases of mandated reporting of abuse. If you are using insurance to pay, the carrier requests a diagnostic code, the dates of service, and the type of treatment. Sometimes they will request more detailed information. If you would like to know exactly what they request, please let me know. Otherwise I will consult with you only if the request seems too detailed, personal, or too comprehensive. I currently do all my own billing and scheduling. If this changes in the future, I will notify you. I sometimes obtain consultation for my cases. I will not use your name, but information regarding your situation is exchanged in these meetings. This information does not extend beyond the consultants.

Understanding Insurance Coverage for Outpatient Mental Health

Check the insurance booklet you were given or look at their website. Look for a section marked “Outpatient Mental Health.” This section will list any restrictions, yearly deductible, and copayments for visits. There is no maximum number of visits per year for any psychiatric condition unless your employer is self-insured or the plan is from out-of-state.

I currently accept Blue Cross Blue Shield of Massachusetts. Please ensure that your mental health benefits are provided by Blue Cross Blue Shield if you are using your insurance. I am an “Out of Network Provider” for all other plans. If you have an HMO that is not Blue Cross, my services will not be covered by your insurance. You will have to pay out of pocket to see me.

Deductible: This is the amount you must pay before your insurance kicks in each year. There is usually no deductible for in-network providers. There is often a deductible for out of network benefits. If you have seen other mental health providers this year out of network, this deductible may have been met already.

Provider List: Insurance provider lists can be found in your booklet or online. These may be inaccurate due to listing psychiatrists who do not have an outpatient clinic or are not taking new patients. Be sure to notify your insurance company if you are having problems obtaining an in-network provider. They are obligated to provide you with someone suitable.

Single Case Agreements: If you have an HMO or PPO and no one on the preferred provider list can see you, it is possible to request a single case agreement from the insurer to obtain treatment from someone outside the plan. Due to excessive administrative work for single case agreements, I am no longer accepting single case agreements.

Parity: Insurers are required to offer the same coverage for psychiatric illnesses of biological origin as for regular medical illnesses. This is called “parity.”

Allowed Amount: The fee for each service is fixed and has to be the same for every patient. Insurance companies negotiate reduced fees with contracted providers. When a psychiatrist has such a contract, they agree to accept the “allowed amount” as payment in full and cannot bill the patient for anything above that amount. **Currently I have a contract only with Blue Cross Blue Shield of MA.**

If you have a non-BCBS PPO with an employer who is not self-insured, your insurance will likely cover visits to me with a yearly deductible and a larger co-payment. This is an expensive option but will provide partial reimbursement. Insurances often set an “allowed amount” that they will reimburse for a particular visit type. They will pay a percentage (such as 80%) of this amount and imply that you will pay the remainder (such as 20%). They do not state that this is not a contracted fee reduction, so the physician will balance bill you for the amount over the allowed amount. For example, if the stated fee is \$200, but the insurance company decides that \$150 is the allowed amount, you will only be reimbursed \$120. **I will request the**

full fee and provide you with the invoice/receipt to send to the insurance company who will then reimburse you directly.

If your employer is self-insured (GIC, Fidelity, Fallon, several others), even if you have a PPO you may have restrictions on who you can see for mental health service. Make sure you check with your plan to see if visits will be covered.

Types of Psychiatric Visits: These code types are useful when requesting information from the insurer on their “allowed amount” of reimbursement.

90792, 99204, 99205	Initial Psychiatric Evaluation (3 different types)
99213, 99214, 99215	Follow-up Medication Management (3 different types)
90833, 90836	+ 30 min, + 45 min therapy

For example, a straight forward Medication Management session including 45 minutes of psychotherapy is billed as a 99213 + 90836.

Estimating Costs: Check with your insurance company through the booklet, online, or call. Here are some questions you may wish to ask:

1. What is my yearly deductible for outpatient mental health?
2. Is there a yearly maximum for outpatient mental health visits?
3. Can you send me a list of in-network providers or refer me to a psychiatrist within my plan?
4. What if I want to see someone out-of-network?
5. What is my deductible and copayment for an out-of-network provider?
6. Is there an “allowed amount” and what is it for each type of visit?
7. Can I be balance billed over the allowed amount?
8. Is there mental health parity for this plan?

Changing Insurance Plans During the Course of Treatment: If you change insurance, be sure to check the new coverage and do the math. Look at the deductibles and copayments for each option. It is possible you may move from an insurance with whom I am contracted to an insurance I am not. In that case, it is possible to request a single case agreement in order to maintain continued treatment coverage.

Notice of Policies and Practices to Protect the Privacy of Your Health Information

This notice describes how mental health and medical information about you may be used and disclosed and how you can get access to this information. I am required to maintain the privacy of your health information, provide you with this Notice, and follow the terms of this Notice. Please review it carefully.

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

- a. Protected Health Information (PHI) is any information in your health record that could identify you. This includes a record of your symptoms, examination and test results, diagnoses, treatments, and referrals for further care. It also includes bills, insurance claims, or other payment information that I maintain related to your care. Members of my workforce may only access the minimum amount of PHI that they need to complete their assigned task.
- b. When you visit here, I use and disclose your PHI to treat you, to obtain payment for services and to conduct normal business known as health care operations. For example, I may disclose your name and details of your care to my covering physician during times I am away. I may also disclose your personal health information to consultants who participate in your care (such as your primary care physician, laboratories, consultants to whom I refer you, or persons I personally consult to enhance your care). All such people are bound by the same requirements to protect your privacy.
- c. Treatment includes documentation of each visit. This documentation may include test results, diagnoses, medications, interventions and your response to interventions. Typically this information is used to coordinate and manage your health care services. An example of treatment would be when I consult with your primary care physician.
- d. Payment is when I disclose your PHI to your health insurer to obtain reimbursement for your mental health services or to determine eligibility or coverage. It is my practice to obtain a specific consent from you if you wish me to submit insurance claims. Insurers ask for health information in order to pay me. At times, insurers require additional information about your health history, current health status, treatment plans, or a treatment summary, before they will authorize payment. In such situations, I will disclose only the minimum amount necessary for this purpose.
- e. Health Care Operations are activities that relate to the performance and operation of the 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.

II. Disclosure Without Consent or Authorization

- a. Typically, any release of PHI for purposes outside of treatment, payment, and health care operations require your signed consent or authorization.
- b. I may use or disclose PHI without your consent or authorization in the following circumstances:
 - i. Abuse or Neglect: To protect children and elderly persons from physical or emotional abuse or neglect, I am legally required to report any concerns to the appropriate agency (i.e. DCF).
 - ii. Health Oversight: Should I be the focus of an inquiry, federal and state agencies have the power to subpoena relevant records.
 - iii. Serious Threat to Health and Safety: If you communicate to me an explicit threat upon an identified person, I must take reasonable precautions.
 - iv. Workers Compensation: If you file a worker's compensation claim, your records relevant to that claim will not be confidential to entities such as your employer, the insurer and the Division of Worker's Compensation.
 - v. Unemancipated Minor: In certain circumstances, I may need to disclose health information about you to a parent, guardian, or other person acting *in loco parentis* in accordance with my legal and ethical responsibilities.

III. My Responsibilities

- a. Clara Kim, MD is required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices. I reserve the right to change the privacy policies and make the new practices effective for all the information I maintain. Revised notices will be posted in my facility and copies will be available in my office and on my website.
- b. If there is a breach of your unsecured PHI, I am required to notify you.

IV. Your Rights: You have the right to:

- a. Request that I restrict how I use or disclose your medical information (I am not required to abide by your request).
- b. Request that I use a specific telephone number or address to communicate with you.

- c. Inspect and/or copy PHI and psychotherapy notes in your mental health and billing records. I may deny access to PHI under certain circumstances, but you have the right to have this decision reviewed.
- d. Obtain a paper copy of this notice upon request.
- e. Receive an accounting of how your PHI was disclosed for which you have neither provided consent nor authorization.
- f. Request an amendment of PHI for as long as the PHI is maintained in the record. I may deny the request, but your written statement will be added to the records.
- g. Restrict release of information to the patient's health plan when you pay for services out of pocket and in full. I will document this restriction in my records.
- h. Register a complaint.

V. Questions and Complaints

- a. If you have question about this notice, disagree with a decision made about access to your records, or have other concerns about your privacy rights, you may contact Clara Kim, MD at (508) 723-6141 or 300 W Main St. Bldg B, Northborough MA 01532.
- b. If you believe your privacy rights have been violated and wish to file a complaint with the office, you may send your written complaint to Clara Kim, MD, 300 W Main St. Bldg B, Northborough MA 01532
- c. You may also send a written complaint to the Secretary of the U.S. Department of Health and Human Services at: Office for Civil Rights, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F, HHH Building, Washington, D.C. 20201 or by calling 1-800-368-1019 or by sending an e-mail to OCRprivacy@hhs.gov.
- d. You have specific rights under the Privacy Rule. I will not retaliate against you for exercising your right to file a complaint.