



Adler Psychiatry
4121 Montgomery Blvd NE,
Albuquerque, NM 87109

☎ (505) 807-0055 Office

📠 (505) 299-2649 Fax

www.AdlerPsychiatryNM.com

Practice Agreement

This document contains important information about my professional services and business policies. Following this document, I have a summary of information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protection and patient rights regarding the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is important that you understand them. I will require you to sign a form indicating you have read these documents and agree to my policies.

Initial Appointment

The intake process includes an assessment of your present concerns, review of your history, identification of treatment goals, and formulation of a treatment plan. Often 2-3 sessions are required before the evaluation is complete. No medications will be prescribed at the initial appointment.

Follow-Up Appointments

Once the evaluation process is complete, I will offer my clinical impression and formulate an initial treatment plan. At this time we will discuss whether medications would be beneficial, and if so, what specific agents I recommend for your treatment. I may also recommend and assist you with a referral to therapy.

During this time, we will discuss your goals and establish next steps for treatment. Generally, the frequency of follow-up appointments reduces as a client becomes more stable. Follow-up appointments are also used to re-evaluate goals, determine efficacy of treatment, and discuss any side-effects.

Office Practice

It is important that we both commit to being on time for appointments. If you are more than 10 minutes late to an appt you will be rescheduled and incur a fee for a missed appointment. Adler Psychiatry will bill your insurance company for the services I provide. There may be deductibles, copays and/or coinsurance that are due at the time of service. It is your responsibility to pay for any costs not covered by your insurance. I recommend contacting your insurance carrier and asking if you have outpatient mental health care coverage, determine your deductible and/or copays, and if I am a covered provider under your plan. If you are running late, please call the Office at 505-807-0055.

Cancellation Policy

Medication management is most productive when regular appointments are kept. From time to time it may be necessary to cancel or change an appointment. If that is necessary, I require 24-hour advance notice to cancel or change an appointment. If that is not given, **you will be responsible for the full fee** for that appointment as insurance cannot be billed for missed or late cancelled appointments. We realize

that there are circumstances that exist where giving notice may not be feasible. I understand that it may not be possible to give 24 hours' notice due to illness, injury or emergencies. On a case by case basis the cancellation fee may be waived. **The fee for a missed or late cancellation of an appointment is \$200 for a follow-up appointment and \$350 for an intake appointment.**

Medication Refill Policy

It is my policy to provide refills for prescribed medications only during scheduled follow-up appointments, this includes controlled substances. If you run out of a medication before it is due I will not refill it. Do not increase any of your medications prescribed by me without my consultation.

Please keep track of when your refills are needed to ensure you have enough medication to last until your next scheduled appointment (Please allow at least 3 days notice for refill requests). If you miss your scheduled follow up appointment your medications may not get refilled.

I recommend getting all your medications, from all prescribers, filled at the same pharmacy. This facilitates safety regarding drug-drug interactions.

Provider/Client Communication

Issues involving insurance or billing, appointment changes, and medication questions will be resolved during normal business hours, Monday through Friday 9 am – 7 pm, and will be handled through the Adler Psychiatry administrative team at 505-807-0055. Please allow up to 48 hours to return your call.

Important: If you are in a mental health or medical crisis, please call 911/988 or go to the nearest emergency room. Another great resource is the Crisis Clinic which can be reached 24-hours a day for mental health crises at 866-4CRISIS (427-4747).

Fees/Billing

If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out of network providers (such as Medicare). I recommend you contact your insurance provider to inquire about your out-of-network benefits if insurance reimbursement is an important issue.

My private pay fees are as follows:

\$350 for a 50 minute session

\$200 for a 20 minute session

When you receive your bill you may notice that the services I provide have different billing codes associated with them. Depending on the length of your session and complexity of care and changes in nomenclature you may see different codes for each session. Please contact Adler Psychiatry Billing for any questions at 505-807-0055.

Records Requests

Records requests will incur a clerical fee of \$28.

Any other professional services that require longer than 10 minutes such as report writing, telephone conversations, preparation of treatment summaries, communication or coordination of care with family or other providers, or time spent performing any other services on your behalf will be charged \$50 for each 10-minute increment. Insurance often does not cover these services. Fees are due at the time of service. NO medicolegal forms (FMLA, disability, legal, or other documents for outside entities) will be completed at initial appointments. An established relationship must be present prior to completing any documentation.

Legal Testimony

Though often unforeseen, legal matters requiring the testimony of a mental health professional can and do arise. Legal testimony may be damaging to the relationship between a client and his/her provider. As a result, I require that you employ independent forensic psychiatric or psychological services should this type of evaluation or testimony be necessary. If for any reason I am deposed or subpoenaed on your behalf and required to testify or appear in court, you will be responsible for my court fees at a minimum of \$1,250 for a half day or \$2,500 for a full day.

Client Rights

If you are unhappy with your treatment, I encourage you to discuss your concerns with me directly. Comments will be taken seriously and handled with respect. You may also request that I refer you to another mental health provider and are free to end treatment at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, or national origin.

I have the right to terminate our relationship under the following conditions:

1. When I believe that my services are no longer beneficial to you;
2. When I believe that another professional would serve you better;
3. When you have not paid for two sessions;
4. When you failed to keep your past two appointments without 48 business hours' notice or frequently miss appointments;
5. When you do not cooperate with the proposed treatment;
6. If you or your family member/significant other are hostile or aggressive to either my support staff or myself or cause any disruption in typical business activities.

Notice of Privacy Practices

This notice involves your privacy rights and describes how information about you may be disclosed, and how you can obtain access to this information.

Confidentiality

As a rule, I will disclose no information about you, or the fact that you are my client, without your written consent. My formal Mental Health Record describes the services provided to you and contains the dates of our sessions, your diagnosis, functional status, symptoms, prognosis, progress and any associated diagnostic/therapeutic reports. Health care providers are legally allowed to use or disclose records or information for treatment, payment, and health care operations purposes. However, I do not routinely disclose information in such circumstances, so I will require your permission in advance, either through your consent at the onset of our relationship, or through your written authorization at the time the need for disclosure arises. You may revoke your permission, in writing, at any time by contacting the office.

Limits of Confidentiality

Possible Uses and Disclosures of Mental Health Records without Consent or Authorization:

There are some important limits to my confidentiality – some exceptions created voluntarily, and some required by law. If you wish to receive mental health services from me, you must sign a form indicating that you understand and accept my policies about confidentiality and its limits. We can discuss these issues at any time during our work together.

I may use or disclose records about you without your consent or authorization in the following

circumstances:

- **Emergency:** If you are involved in a life-threatening emergency and I cannot ask your permission, I will share information if I believe you would have wanted me to do so, or if I believe it will be helpful to you.
- **Child Abuse Reporting:** If I have reason to suspect that a child is abused or neglected, I am required by New Mexico State law to report the matter immediately to the New Mexico Department of Social Services. Adult
- **Abuse Reporting:** If I have reason to suspect that an elderly or incapacitated adult is being abused, neglected or exploited, I am required by New Mexico State law to provide relevant information to the New Mexico appropriate State organization(s).
- **Health Care Oversight:** New Mexico State law requires that licensed mental health providers report misconduct by a health care provider of their own or related professions. If you describe unprofessional conduct by another health care provider of any profession, I am required to explain to you how to make such a report. If you are yourself a health care provider, I am required by law to report to your licensing board that you are in treatment with me if I believe your condition places the public at risk. New Mexico Licensing Boards have the power, when necessary, to subpoena relevant records in investigating a complaint of provider incompetence or misconduct.
- **Court Proceedings:** If you are involved in a court proceeding and a request is made for information about your diagnosis and treatment and the records thereof, such information is privileged under state law, and I will not release information unless you provide written authorization, or a judge issues a court order. If I receive a subpoena for records or testimony, I will notify you so you can respond appropriately. However, while awaiting the judge's decision (should you elect to file a motion to quash or block the subpoena), I may be required to place said records in a sealed envelope and provide them to the Clerk of Courts. In civil court cases, therapy information may not be protected by client therapist privilege such as: child abuse cases, cases in which your mental health is an issue, or in any case in which the judge deems the information to be "necessary for the proper administration of justice." In criminal cases, there may be no statute granting therapist client privilege.
- **Serious Threat to Health or Safety:** If I am engaged in my professional duties and you communicate to me a specific and immediate threat to cause serious bodily injury or death, to an identified or to an identifiable person, and I believe you have the intent and ability to carry out that threat immediately or imminently, I am legally required to take steps to protect third parties. These precautions may include 1) warning the potential victim(s), or the parent or guardian of the potential victim(s), if under 18, 2) notifying a law enforcement officer, or 3) seeking your hospitalization. By my own policy, I may also use and disclose medical information about you when necessary to prevent an immediate, serious threat to your own health and safety. If you become a party in a civil commitment hearing, I can be required to provide your records to the magistrate, your attorney or guardian ad litem, a CSB evaluator, or law enforcement officer, whether you are a minor or an adult.
- **Workers Compensation:** If you file a worker's compensation claim, I am required by law, upon request, to submit your relevant mental health information to you, your employer, the insurer, or a certified rehabilitation provider.

Patient's Rights and Provider's Duties

- **Right to Request Restrictions:** You have the right to request restrictions on certain uses and disclosures of protected health information about you. You also have the right to request a limit on the medical information I disclose about you to someone who is involved in your care or the payment for your care. If you ask me to disclose information to another party, you may request that I limit the information I disclose. However, I am not required to agree to a restriction you request. To request restrictions, you must make your request in writing, and tell me: 1) what information you want to

limit; 2) whether you want to limit my use, disclosure or both; and 3) to whom you want the limits to apply.

- Right to Receive Confidential Communications by Alternative Means and at Alternative Locations: You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, I will send your bills to another address. You may also request that I contact you only at work, or that I do not leave voicemail messages.) To request alternative communication, you must make your request in writing to me, specifying how or where you wish to be contacted.
- Right to an Accounting of Disclosures: You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization.
- Right to Inspect and Copy: In most cases, you have the right to inspect and copy your medical and billing records. To do this, you must submit your request in writing. If you request a copy of the information, I will charge a fee for costs of copying and mailing. I may deny your request to inspect and copy in some circumstances. I may refuse to provide you access to certain psychiatric notes or to information compiled in reasonable anticipation of, or use in, a civil criminal, or administrative proceeding.
- Right to Amend: If you feel that protected health information I have about you is incorrect or incomplete, you may ask me to amend the information. To request an amendment, your request must be made in writing, and submitted to me. In addition, you must provide a reason that supports your request. I will add your request to your health record. I may deny your request if you ask me to amend information that: 1) was not created by me; 2) is not part of the medical information kept by me; 3) is not part of the information which you would be permitted to inspect and copy; 4) is accurate and complete.
- Right to a copy of this notice: You have the right to a copy of this notice. I reserve the right to change my policies and/or to change this notice, and to make the changed notice effective for medical/psychiatric information I already have about you as well as any information I receive in the future. The updated notice will contain the effective date and an updated copy will be provided to you.

Complaints: If you believe your privacy rights have been violated, you may file a complaint. To do this, you must submit your request in writing to my office. You may also send a written complaint to the U.S. Department of Health and Human Services.

Acknowledgement

I hereby authorize Michelle I. Adler CNP, PMHNP-BC, to render psychiatric services to me. I am aware of the 24-hour cancellation policy and associated fees.

I have received, read, and understood this Practice Agreement and Notice of Privacy Practices.

I authorize Michelle I. Adler CNP, PMHNP-BC, to release information to insurance carrier(s) and be paid directly by insurance carrier(s) for services rendered. I acknowledge that I am responsible for all charges not paid by my insurance company including: copays, coinsurance, deductibles, insurance plan refusal to pay, and missed appointments/cancellation fees.

Patient, Parent of Patient (if under 13 years of age),
or Legal Guardian Signature

Date