



## **PSYCHIATRIC SERVICES AGREEMENTS**

### **Patient Information and Professional Service Agreement**

Welcome to Balance Behavioral Health. This document contains important information about Tim Walsh's professional services and business policies. Please review it carefully and feel free to ask questions. Once all of your questions have been answered, please sign the associated signature page (at the end) to indicate that you have read this contract and agree to its terms.

### **Services Provided**

I provide supportive psychotherapy and medication management.

Successful psychiatric treatment depends upon close collaboration and open communication between psychiatric provider and patient. While I will make every effort to help you reach your treatment goals, I cannot contract for a guaranteed result.

### **Length and Frequency of Meetings**

Treatment begins with an initial consultation approximately 60 minutes in length. During this meeting, I will explore your reasons for seeking treatment, review your psychiatric, social, and medical history, and begin to establish goals for our work together.

After our initial meeting, we may embark on a period of extended evaluation during which time we will continue to review your history, examine our unfolding therapeutic relationship, and determine how I can help you reach your treatment goals.

Mental health treatment involves regularly scheduled face-to-face meetings. Follow-up appointments (with or without medication management) are generally 30 minutes in length. The duration and frequency of our meetings may vary depending on your individual treatment goals.

### **Fee Policies**

Please refer to the current fee schedule for details of pricing. Fees upon entry are fixed for one year. After that, fees may be raised no more than once annually. A Good Faith Estimate, as required by the No Surprises Act for out-of-network services, is included in this packet.

Please note that as part of the initial evaluation, calls to obtain collateral information and review of prior records are included at no extra charge unless they extend beyond an hour of additional time. Please note that I do not charge for brief phone calls under 10 minutes, medication refills during normal business hours, or brief responses to emails. This cost is factored into my standard hourly rates. Extensive text or email exchanges taking beyond 10 minutes/day to address will be subject to being charged at the clinician's standard fees, prorated to 15-minute intervals.



Substitution of a phone or video-chat visit for an in-person visit is not always reimbursed by insurance companies for out-of-network clinicians. In the event of a planned phone or video session visit in lieu of an in-person appointment, the standard in-person appointment rates will apply.

If you become involved in legal proceedings that requires my participation, you will be expected to pay for my professional time even if called to testify by another party. Because of the difficulty of legal involvement, I charge per hour for preparation and attendance at any legal proceeding. The exact fee will be set at the time my involvement is requested. Please be aware that I can only testify to the facts of the case and to my professional opinion. This does not guarantee that testimony will solely be in your favor. The same is true of records requests for the purpose of litigation. Furthermore, when I must go to court, all clients that are normally seen that day must be rescheduled, so fees will be assessed to make up for lost revenue. These fees are usual and customary, and within State of Virginia guidelines. None of these fees are billable to your insurance and are the sole responsibility of the client or requestor and/or legal guardian for a minor being treated by my practice. Please note that unless explicitly agreed upon at the start of our work together, my role is first and foremost as your clinician and not as an expert witness that renders opinions for the courts. I cannot serve as both an impartial evaluator for the court and as your treater. At times, I could be called to testify as a “fact witness” where I do not render opinions regarding the legal matter but could be called to state objective facts about our work together.

You may request a Good Faith Estimate of the cost of your care be provided in writing at any time. I reserve the right to increase fees in the future.

## Paperwork and Letters

All forms, letters, or other paperwork will be assessed a base fee and any time above 15 minutes will be billed at a prorated hourly fee. Fees will be charged to the patient’s credit card kept on file. Paperwork can take up to 10 business days to complete. I do not complete Social Security Disability Insurance (SSDI) or Emotional Support Animal (ESA) paperwork/letters at this time. Any additional forms and letters to be filled out by me will typically require being an established patient with the practice for six months and/or are done at my discretion.

## Payment

You will be expected to pay for each session at the time it is held, unless another schedule is agreed upon or unless you have insurance coverage. If Balance Behavioral Health, PLLC (BBH) files your insurance on your behalf, you are expected to make your co-payment at each visit. Payment schedules for other professional services (such as report writing, extended telephone conversations, consulting with other professionals with your permission, preparation of records or treatment summaries, or legal testimony) will be agreed to when they are requested. BBH accepts Visa, MasterCard, personal checks, and cash. There will be a \$25 service charge for returned checks, and then no further checks will be accepted as payment.

If you have agreed to an out-of-pocket discounted rate, then you cannot file claims for these visits with your insurance company. These fees cannot be applied to your deductible and BBH will not retroactively bill your insurance company should you decide to use your insurance benefits at a later date. Your benefits would only apply to future visits after you notify BBH of this change and provide your insurance information.

Your account will be considered past due after 60 days from receipt of the bill. As the subject of delinquent



bills can be the source of difficulty in a psychotherapeutic relationship, if arrangements for payment have not been agreed upon, I have the option of terminating treatment and/ or using legal means to secure the payment. This may include a collection agency or small claims court, which will require disclosing otherwise confidential information. In most collection situations, the only information released regarding a patient's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim.

I request that a credit card be placed on file and work with a credit card processor (Stripe or Square) that securely stores the information according to industry standards. Please note that once entered, I do not have access to the actual number other than the last four digits. I will charge the payment method on file after sessions according to my fee policies. Individuals who cancel or reschedule initial consultations may be re-booked at the discretion of the clinician. Typically, no more than one re-scheduling in advance is permitted for an initial consultation.

### Cancellations and Missed Appointments

**If you need to cancel an appointment for any reason, please give at least 24 hours notice. When an appointment time is scheduled, you will be expected to pay for it unless you provide 24 hours advance notice of cancellation. I work by appointment only and any missed appointment could have been utilized by another client.**

Please be aware that insurance carriers will not reimburse you for cancellation charges. I reserve the right to waive the cancellation fee under certain unforeseen and unavoidable circumstances (for example, state of emergency / severe weather / natural disaster / you or a family member are hospitalized or being evaluated in an emergency room or urgent care setting). Regular attendance at our appointments is a key component of successful treatment and if problems arise with attendance, it is important that we work together to develop a feasible treatment plan. I in turn will make every effort to start sessions on time and will only cancel in the event of a personal or clinical emergency with as much notice as is possible.

Canceling or missing two appointments without 24-hour notice in a six-month period may result in termination of services. Payment of these fees are due before your next scheduled appointment.

**Additionally, if you are more than 10 minutes late to an in-person or virtual appointment, this is considered a no-show to the appointment and you will be charged the full amount of the appointment using the card on file and at the time of the missed/late cancellation appointment. This includes initial appointments.**

**Please note that you may receive automated confirmations and reminders of appointments.** These notifications are a courtesy and technical glitches sometimes occur. In the event a reminder is not received, you are still responsible for keeping track of when your appointments are. Please feel free to contact me if you are unsure. Your signature of this document indicates you understand and agree to receive these communications.

### Insurance

In order for you to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment. If you have a health insurance policy, it will usually provide some



coverage for mental health treatment. BBH will fill out your required forms and provide you with assistance in receiving the benefits to which you are entitled; however, you (*not your insurance company*) are responsible for full payment of your bill. It is very important that you find out exactly what mental health services your insurance policy covers. You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about the coverage, call your plan administrator. BBH will provide you with any information it may have based on our experience and will be happy to help you in understanding the information you receive from your insurance company. If your failure to comply with your insurance company's requirements regarding choice of provider, authorization, or other issues results in the denial of claims, you will be responsible for paying in full. If your coverage changes, it is your responsibility to notify BBH and to comply with your new policy.

You should also be aware that your contract with your health insurance company requires that BBH and/or the clinician provides a clinical diagnosis and information about services provided to you. Sometimes additional clinical information such as treatment plans or summaries, or copies of your entire Clinical Record may be requested by your insurance company. In such situations, every effort will be made to release only the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files and will probably be stored in a computer. Though all insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. In some cases, they may share the information with a national medical information databank. You will be provided with a copy of any report submitted if you request it. By signing the appropriate section of this Agreement, you agree to the provision of requested information to your carrier. If you need to file your own insurance, you may use either your statement or your encounter form. Please remember to include your policy information.

Once I have all of the information about your insurance coverage, I will discuss what you can expect to accomplish with the benefits that are available and what will happen if they run out before you feel ready to end your session. It is important to remember that you always have the right to pay for services yourself to avoid the problems described above (unless this is prohibited by contract).

### **Communication Outside Scheduled Appointments**

Providers are normally not available by telephone because of client appointments. Your call will be recorded on my confidential voicemail, and I will make every effort to return your call in a reasonable amount of time. Please allow one or two business days for me to return your telephone call. If you are calling to cancel your appointment, then please leave the date and time of your call so that you will not be charged a late-cancel fee (you need to give me 24 hours notice of cancellation). If you are difficult to reach, please leave information about times when you will be available.

In the event of a life-threatening psychiatric or medical emergency, please go directly to the nearest emergency room or call 911. I do not provide care outside of my regular business hours (Monday-Friday 9AM-5PM).

I do not charge for brief contact (<10 minutes) outside of scheduled appointments as I do not want to discourage seeking help when necessary by attaching an extra cost to this type of contact. If excessive or inappropriate communication outside scheduled appointments is interfering with effective treatment, I will address it during our scheduled appointments. Note that you can also call the national 988 Suicide and Crisis Line for additional support between sessions. I am not affiliated with this service, and it should not be used for



medical emergencies.

Email communication or messages via the Osmind app/portal are for non-urgent administrative matters only, such as booking or changing appointments or requesting medication refills. Note that emails and portal messages are considered part of the medical record. While attempts are made to keep emails and voicemails secure and confidential, security breaches can rarely occur over wi-fi and cellular networks so privacy cannot be guaranteed. If you choose to communicate with my practice by email, Osmind messages or texts, you are acknowledging that they are not to be used for emergencies as a prompt response cannot be guaranteed and that there are limitations in security. I do use a HIPAA-compliant email server and will send any personal health information as an appropriately encrypted document.

### Prescription Refills

Refill requests may take up to two business days to complete. Refill requests made during regular business hours will not incur a charge. A fee will be charged for urgent refill requests made outside of business hours (Monday-Friday 9am to 5pm) including on weekends and holidays or when a patient has not scheduled/attended a follow-up appointment and needs medication to get through until the next available appointment.

### Social Media Policy

Please note that I do not accept “friend” requests or follow patients or their family members on my personal social media accounts. If we were already following each other on social channels prior to meeting, that is an exception. Please do not contact me via my professional social media accounts as these are not secure means of communication and may not be responded to in a timely fashion. Reserve contact to the HIPAA compliant methods outlined above. You may find my practice listed on business review sites such as Google Reviews, Yelp or Healthgrades. Note that I will not respond to reviews left on these sites about your care specifically due to confidentiality.

### Communication with Other Providers and External Entities

Physical and mental health are inextricably linked. Excellent mental health treatment often depends upon a team approach that involves frequent communication among all mental health and general medical providers as well as other stakeholders. In order to provide high-quality care, I will frequently need to maintain contact with your medical (PCP and relevant specialists) and mental health (therapist) providers. I will provide you with HIPAA-compliant Release of Information forms by which you can share with me your other providers' or stakeholders' contact information and give me permission to exchange information with them. Within my practice, we work collaboratively and meet regularly to discuss cases so by joining the practice, you agree to me communicating with other clinicians within my practice unless you specifically request that I do not, such as if you personally know one of our clinicians.

In the course of doing business, I may need to share your personal information with outside businesses such as insurance agencies, credit card processors and our electronic medical record vendor. Please note that when relevant I have Business Associate Agreements on file with these companies where they agree to uphold the standards of HIPAA to maintain your privacy. I only share the minimal information necessary to conduct business.



## Confidentiality

Confidence in patient/doctor confidentiality is an essential component of mental health treatment. Information that you share with my practice will be kept strictly confidential and will not be disclosed without your consent. A written release of information is usually required for the transfer of information, except as discussed below.

To provide optimal care, I may need to discuss your treatment with a colleague. In this case, I will take pains to conceal or disguise identifying information, including using a pseudonym or first name only. In addition, I may receive peer supervision from other clinicians within my practice but no one from my practice will access your chart unless involved in your clinical care.

There are some exceptions where I may share information without your authorized release. For example, I am required to report abusive treatment and/ or neglect of a child, elder, or disabled person to the proper authorities. I must report the threat of serious bodily harm to oneself or others and take appropriate steps to prevent it. I may seek a patient's hospitalization in order to protect the individual. If warranted, I may notify the potential victim of a threat, as well as the potential victim's family members or police. In some legal proceedings, upon the order of the court, I may be obligated to testify or render records of your treatment. If a patient or a member of their family brings legal action against me and/or the practice, information may be disclosed if necessary and relevant to the case. For patients under the protection of a legal guardian, I will need to report general feedback on treatment progress to the guardian. In the event of non-payment of my treatment fees, I may need to disclose information to a collection service or small claims court. I also from time to time may share de-identified and anonymized data for the purposes of conducting research using real-world evidence and adhere to the highest standards for the de-identification of PHI.

*Please note that loved ones or other concerned parties may at any time disclose information with clinicians at my practice.* I am not able to confirm that a patient is under my care or provide other information without a signed release, except in case of emergency as noted above, but cannot reject information that is provided to me from people who know a patient. It is my practice to notify you if I do receive information like this from people in your life.

Please see my detailed Notice of Privacy Practices for further information.

## Freedom to Withdraw

We each have the right to end treatment at any time. If you wish, at the time of termination, I will give you the names of other qualified mental health professionals or programs. If I have made the decision to end treatment, I will generally provide a 30-day window of time to continue to provide coverage while new arrangements are made or until you meet with a new clinician, whichever comes first. Please note that if you have not made an appointment with me after 1 year from the last visit, I will assume you no longer wish to be seen by me unless you have contacted me to make other arrangements. I will consider you discharged from the practice at that time. Most patients are seen at a minimum of every 3 months and if you have not been seen in over a year, I would likely need to repeat much of the intake process if you choose to re-enter the practice and this is at my discretion.