



## **Practice Policies and Agreement (10/2018)**

### **Confidentiality**

Patients who are 13 and older have the right to confidentiality under Washington State law.

Parents and other family members play a critical role in the treatment planning process. Nonetheless, if an adolescent requests that certain information be kept from their family I will help them with their issue and discuss ways to appropriately to involve their parents.

For those 13 to 18 who have requested that records be kept confidential, information will be disclosed without release only in cases in which there is suspected child abuse, danger to self or others, or other situations in which a child or adolescent may be putting themselves in a potentially dangerous situation (e.g. substance abuse).

Please note that if you choose to use your insurance for reimbursement your information will be shared in accordance with the agreement and policies set forth by your insurance company. Insurance companies always require type of service and diagnosis codes. I will inform you of any requests and how to handle them. As specific insurance company policy information is made available, I will share it with you.

### **Appointments**

At the conclusion of a visit I will provide you with a card asking you to schedule your follow-up appointment within a specific time frame appropriate to your condition/ needs with my assistant on checking out. If any unforeseen issues arise please contact our office at 360 539 1736 to be seen sooner.

### **Cancellation Policy / Late Cancellations/ No Shows and Fees**

Appointments that are missed without having notified my office at least 24 hours in advance will be charged at 50 percent of the full fee. Monday appointments must be cancelled by 4 p.m. the preceding Friday. Please note that insurance will not reimburse missed visits. More than three missed appointments or late cancellations (two if I have only seen you four times) may be grounds for termination of treatment

### **Voicemail/Messages**

I will do my best to respond to messages within 48 hours. Calls left late on Friday will most likely be processed on Monday morning.

### **Emergencies**

For life-threatening emergencies, please call 911 or go to your nearest emergency room. For other crises or urgent matters, call my office, leave a message, and follow the directions with regards to contacting me or the person who is providing coverage if I am away. If you cannot reach me during an urgent situation, you may also call the crisis line 24 hours a day, 7 days a week at 360.586.2800.

### **Telephone Calls**

I provide face-to-face care, but urge families to call me regarding medication interactions or new behaviors that may be causing concern. In most cases, issues that cannot be handled with brief management or recommendations will require an office visit.

Child and adolescent psychiatry often entails significant time outside of scheduled meetings in order to contact, coordinate care and discuss treatments with teachers or other providers. I believe this work greatly increases the quality of care you or your child receives. For unusual or extensive phone calls outside of your typical visit needs (such as phone management significantly between appointments) or those exceeding 15 minutes are billed at my hourly rate of \$375; I round to the nearest minute and do not charge for documentation time. Note that this is a rare occurrence.

### **Refills**

In general, I provide as many refills as I believe is reasonable given the stability of the patient and frequency of monitoring needed. For refills, please have your pharmacy fax me a refill request form. If your condition requires monitoring and I have not seen you recently, I may insist on an appointment and will typically provide you with enough medication until the appointment. I do this in order to provide safe and appropriate care for you.

In most cases, visits are frequent upon treatment initiation, with the time between appointments lengthening as stability is achieved. Refills often follow that pattern as well. My standard of care is to see long term patients a minimum of every three months for safety and will instruct you at the end of your visit (by providing you with an appointment card) to schedule your next appointment at the appropriate follow-up length. Because active psychiatric conditions require monitoring as they evolve, if you fail to schedule and/or I have not seen you for 6 months, your psychiatric condition will not have been managed by me for



some time, and to reflect that your file will be formally closed and I will no longer be your psychiatrist of record, unless we have mutually made very specific plans to the contrary. If it is safe, stable, and clinically appropriate I will generally transfer care back to the primary care provider if that frequency of monitoring is not needed.

### **Patient Records**

You may request copies of your medical records at your own expense and ask that factual errors be corrected. Parts of your record that could potentially be more detrimental than helpful to your psychological well-being, or that were asked to be kept confidential by the provider, may be withheld.

You may authorize in writing that copies of these records be released to entities you designate. Records sent to other mental health care providers, primary care providers, and therapists for purposes of education evaluation, psychological testing or other mental health treatment will be provided free of charge unless exceeding 100 pages, in which case a nominal fee will be charged. Records requested for personal or legal reasons will be charged standard rates per Washington State law.

### **Fees (as of 10/20/2018)**

Psychiatric evaluation (60 minutes)

**\$386.50**

Typical follow-up visit due at time of service (Level 4 complexity)

**\$201.34**

Please note that due to regulations and guidelines set forth by the Centers for Medicare and Medicaid (rev 2013) and your insurer, actual rates vary in accordance to medical complexity and time spent on other activities during the visit. Many typical visits vary from L2, L3, L4, and L5 complexity and rates are \$120, \$136.60, \$201.34, and \$271.26 accordingly, Therapy brief with L3-L5 visit at \$125.60, and Developmental screening, standardized test, with scoring and report \$15. Rates typically follow those as defined by fees set forth by the Washington State Department of Labor and Industries. Current rates are posted on my website and will change.

### **Insurance and Payment**

Because I am not contracted with most insurance plans, it is the patient's responsibility to verify whether their insurance will provide reimbursement. I provide statements detailing my services using the most appropriate insurance-billable codes; however, some of my services may not be covered by insurance.

For some insurance companies, I offer courtesy submission of claims on your behalf (see insurance form). Payment for services, including those not covered by insurance, is the patient's responsibility. If you choose not to seek reimbursement from you insurance, you may wish to have visits and evaluations condensed.

I am not in network or a participating provider for Medicare, Medicaid or Tricare and cannot bill them or submit any claims for any service. Secondary copays cannot be billed to these insurers. (Though can often be recouped from Tricare)

You submit for reimbursement from Tricare yourself, and I will be happy to assist in this process by providing industry standard HCFA/ CMS-1500 forms and any supporting statements/ receipt either at the time of appointment or afterwards. Copayments are due prior to generation of the forms. If you are a Tricare/CHAMPUS beneficiary by signing these policies you explicitly agree to the listed fees above, or the standard in network rates, copays and deductibles of your primary commercial insurance carrier contracted with Dr. Penner even if exceeding 115 percent of Tricare fee schedules. If you are eligible for **Medicare** you agree that this document serves a private contract with Dr. Penner, who is excluded from Medicare. You accept full responsibility for payment of all charges and Medicare limits on charges do not apply. Furthermore you will not seek reimbursement from or submit claims to Medicare, nor will Dr. Penner. Additionally Medigap plans will not pay for services not covered by Medicare (Dr. Penner's services. You acknowledge that no payment will be made by Medicare that would otherwise have been covered by Medicare if there was no private contract and a proper Medicare claim had been submitted. You enter this contract knowing your right to obtain Medicare-covered items and services from practitioners who have not opted out of Medicare, and you are not compelled to enter into private contracts that apply to other Medicare-covered services from other physicians who have not opted out. The expected opt out period is indefinite. If your treatment is under a Labor and Industries or Crime Victims compensation claim, you agree that as per required by both programs, that your treatment records will be shared with the respective programs and / or claim managers.

If you choose to utilize insurance for payment, you agree to be bound by your insurance company's regulations regarding their access to your medical records for quality assurance and audit, for appropriateness of care and documentation of services provided to you. As part of your agreement with your insurer, they may audit my records to determine if I have provided the services submitted to them. Because of the complexity of insurance coding, any necessary covered in network services outside of appointments (such as test scoring, unusual phone calls, or extensive review of records) will be billed to your insurer at their established definitions and allowable rates. Very rarely for in network services when an unusual extended session is required, the appropriate in network "extended session" codes such as first additional hour (defined as 30-74 min), and then subsequent 30 minute increments will be billed at usual 25-30 min medication visit rates. You are also responsible in determining and verifying if an authorization for care is needed.

In split-custody situations, the parent initiating treatment is ultimately responsible for payment.



### Claims Submission

By providing me with your insurance information you agree to authorize me to submit claim forms on your behalf for out-of-network benefit reimbursement directly to you after services are provided. You also agree to be subject to your insurance company's contract regarding the need to exchange information necessary for billing and in accordance with their procedures.

### Billing

I automatically bill face-to-face services on the day they are rendered; other services are billed at the end of the month. I submit claims for most major insurances for your reimbursement.

Unless contractually agreed upon, payment is due at the time of service, or a credit card may be kept on file for automatic payment. I currently accept checks, cash, Visa, MasterCard, American Express and Discover. Payment is due at time of service for out of network services, and usual copays. If there is an outstanding balance due to deductibles, a payment of 40 dollars or 10 percent of the maximum outstanding bill balance (whichever is greater) is required every month, but only if arranged on contract. Due to overhead requirements, if payments are >60 days late without notice to us, accounts will be forwarded to collections. If outstanding balances are not paid and not addressed, treatment information may be released for collection agency involvement. If the undersigned fails to pay for services rendered and collection efforts become necessary, the undersigned agrees to be responsible for all collection costs, court fees and including attorney's fees.

### Insurance Codes

Below are CPT codes (standard insurance descriptors) that I bill. I am knowledgeable about reimbursements and bill for the highest level that is appropriate; however, variations exist depending on specific insurances.

The most common codes are below. If your insurance does not cover the codes listed in bold, it is likely they will cover one of the other codes, but at a lower rate. If you wish to ask your insurer what they will reimburse for, they may wish to know my Tax Identification Number (275362332) and NPI (1114005584). A common "diagnosis" code used is unspecified episodic mood disorder (F39), attention deficit hyperactivity disorder (F90.9) or anxiety disorder unspecified (F41.9). That information should be sufficient for your insurance to advise you. Since I have submitted claims to many insurers they should be able to provide you with a clear answer of what they will reimburse you.

#### Most commonly used codes

99205 (New patient evaluation), 99213, 99214, 99215 (followup office visit L3-L5 complexity) with or without 90833 (therapy brief with L3-L5 visit).

#### Others codes

99441, 99442, 99443 (telephone calls 5-30 min), G0451 Standardized test interpretation and scoring (ADHD, Autism, Depression scales etc.) 99354 (extended session first 30-74 min beyond usual service), 99355 (even further extended session each 30 minutes), 90832, 90834, 90837 (psychotherapy 30, 45 and 60 min), (with medications 90833, 90834 and 90838 respectively)

### Agreement

*I have read the above practice policies and have had the opportunity to have my questions answered. I understand that policies and fees change over time and that I will be updated regarding any major adjustments.*

*I have read and acknowledge receipt of David Penner, MD, PLLC's notice of privacy practices at [www.davepennermd.com](http://www.davepennermd.com) and have had my questions answered.*

*I consent to evaluation and treatment by Dr. Penner and agree to be responsible financially for services rendered.*

\_\_\_\_\_  
Patient (if 13 or older)

\_\_\_\_\_  
Parent (if of minor child)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of patient