

Michelle L. Cantu, MD, P.A.

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Psychiatrist-Patient Services Agreement

Welcome to our practice! This document contains important information about our professional services and business policies. It also contains information about the Health Insurance Portability and Accountability Act (HIPAA), a Federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. You may revoke this Agreement in writing at any time. Please bring up any questions you have at your first appointment.

Office Hours: The office is usually open Monday-Thursday and occasional Fridays, by appointment. We may close the office for holidays or vacations, and this will be stated on the telephone voicemail greeting.

Psychiatric Services:

We offer the following psychiatric services: Initial diagnostic interview (45-50 min)
20-25 minute therapy with medication evaluation and management
45-50 minute therapy with medication evaluation and management

Payment and Billing Policy: Payment (i.e. cash pay, copays, payment towards deductible) is due prior to your appointment on the day services are rendered. If we are an in-network provider for your insurance, we will collect the portion of the fee that the insurance does not cover. Unless proof from the insurance company is provided at the time of the appointment stating that your deductible has been met, all deductibles will be due at the time of the appointment. If the insurance company also pays for the office visit, we will gladly reimburse you. If your account is not paid in a timely manner and arrangements for payment have not been agreed upon, we have the option of using legal means to secure the payment. This may involve hiring a collection agency, hiring an attorney, or utilizing other options, which will require me to disclose otherwise confidential information. In most collection situations, the information released includes the patient's name, contact information, the nature of services provided and the amount due. If such legal action is necessary, these costs will be included in the claim.

We do not accept checks, but do accept cash (exact amount) and credit card payments (Visa, Mastercard, and Discover).

*If there is a change in your insurance coverage, your address, or other important demographic information between appointments, please let us know when you check in.

Cancellation Policy: Once an appointment is scheduled, you will be expected to pay for it, unless you provide at least one business day's advance notice of cancellation. For example, an appointment for Monday needs to be cancelled before close of business on the Friday before, in order to avoid a missed appointment charge. Insurance companies do not provide reimbursement for no-show appointments and/or appointments that you do not cancel with sufficient notice. A missed appointment fee will be charged for an appointment not cancelled with sufficient notice or for a no-show appointment. For example, if a 30 minute appointment is missed, you will be charged my fee for that type of appointment. As a courtesy, we try and confirm upcoming appointments by phone. Please realize that you are responsible for appointments that you schedule.

Late Policy: Please arrive on time for your appointment. Patients arriving more than 10 minutes late may be asked to reschedule.

Confidentiality: Your privacy is important to us. All protected health information (PHI) will be kept confidential. In most cases we will obtain your consent prior to releasing any PHI; however, records and/or PHI may be released regardless of consent in the following circumstances:

- According to state and local laws, we must report to the appropriate agencies all cases of physical and sexual abuse or neglect of minors (children under the age of 18), the disabled, and the elderly.
- According to state and local laws, we must report to the appropriate agencies all cases in which there exists a danger to self and/or others.
- When authorized by the recipient of services, in order to process medical insurance claims and authorized payment of benefits.
- In the event that a patient is in need of emergency services and other medical personnel need to be contacted.
- If you become involved in specific kinds of legal proceedings, the courts may subpoena information concerning your treatment.

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Professional Records: The laws and standards of my profession require that we keep protected health information (PHI) about you in medical record. Except in unusual circumstances that involve danger to yourself and/or others, you may examine and/or receive a copy of your clinical record if you request it in writing. Because these are professional records, they can be confusing if read without the guidance of a mental health professional. For this reason, we recommend that you initially review them in our presence, or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, we are allowed to charge a copying fee of \$25.00 or more. If we refuse your request for access to your records, you have a right of review, which we will discuss with you upon your request. Insurance companies can request and receive a copy of your clinical record.

Patient Rights: HIPAA provides you with rights with regard to your clinical record and disclosures of PHI. These rights include requesting that we amend your record; requesting restrictions on what information from your clinical record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records, and the right to request a paper copy of this Agreement.

Emergency/After hours Service: If you are in need of emergency services, call 911 or proceed to the nearest hospital emergency room. If you have an urgent after hours issue which cannot wait until the next business day, you may call the office number (210) 615-5230 and follow the recorded message instructions for how to contact the on-call physician. This option is reserved for urgent issues and does not apply to refill requests or scheduling issues.

Telephone contact fees: We may charge you a fee for telephone calls relating to your care, with charges based on the amount of time spent. We charge a minimum of \$25 for non-urgent after hours telephone calls, with charges based on the amount of time spent.

Treatment of Minors: Treatment of patients under the age of 18 will be provided only with the consent of the parent or legal guardian. In cases of divorce, a copy of the custody agreement must be provided. Most custody decrees entitle the non-custodial parent to access the health record without consent from the custodial parent. By signing the consent form on page 3 of this document, the client acknowledges that he or she is the guardian (as established by the state or the divorce decree) of any minor presented for treatment. Patients under 18 years of age (who are not emancipated) and their parents should be aware that the law may allow parents to examine their child's treatment records. Before giving parents any information, we will discuss the matter with the child, if possible, and do our best to handle any objections he/she may have.

***If the patient is a minor, he/she will not be seen without his/her legal guardian present.**

Medication Refill Policy: Refill requests need to be called in to the office *at least 3 to 5 business days* in advance of the date they are needed. It is your responsibility to contact the office before you run out of medications. Refill requests for stimulant medications (Ritalin, Adderall, Vyvanse, Metadate, Concerta, etc.) need to be made directly to our office (not the pharmacy). Stimulant refill requests can be called in during our office hours or after hours, by following the message prompts. Stimulant prescriptions expire 21 days from the date they are written. If your prescription expires before you take it to the pharmacy, you will need to contact the office to request a new prescription. There is a \$10.00 fee to rewrite any expired prescriptions. For all other medications, please have your pharmacy FAX a refill request to the office. Refills will only be written or faxed Monday through Thursday, as providers are out of the office on Fridays. Refill requests will not be addressed after hours or by the on-call physician. The office is closed for most holidays, please plan your refills accordingly.

Prescriptions will not be routinely mailed for any patient living within the city of San Antonio or Helotes. However, if you supply our office with a self-addressed stamped envelope, we will gladly mail your prescription to you. Otherwise, prescriptions need to be picked up during normal business hours.

We require that patients on psychiatric medication be seen at least once every 90 days. If a patient has not been seen in the office in the last 90 days, we will not issue a refill without a scheduled follow-up appointment.

Forms and Letter: Any additional paperwork, letters, or forms not specifically related to intra-office care, will be subject to a fee based on the time it takes to complete the documentation (\$10 for 10-15 min, \$25 for 20-30 min, \$50 for 45-60 min, etc.) which will need to be paid prior to release of the paperwork.

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Insurance Reimbursement: If you have a health insurance policy, we can fill out forms and provide you with assistance in helping you receive your benefits. Please note that you, not your insurance company, are responsible for full payment of my fees. 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, we recommend that you call your plan administrator. Your contract with your health insurance company requires that we provide the health insurance company information relevant to the services that we provide to you. We are required to provide a clinical diagnosis. Sometimes we are required to provide additional clinical information such as treatment plans or summaries, or copies of your entire clinical record. In such situations, we will make every effort to release the minimum information about you that is necessary for the purpose requested. This information will become part of the insurance company files. In some cases, the insurance companies may share clinical information with a national medical information databank. We can provide you with a copy of any report we submit, at your request. By signing this Agreement, you agree that we can provide requested information to your insurance carrier.

_____ **I confirm that I have fully read this contract and that I am responsible for the information in each section.**

Please initial

_____ **I acknowledge that I have received a copy of the Notice of Privacy Practices of Michelle L. Cantu, MD, P.A.**

Please initial

Your signature below indicates that you have read the information in this document and agree to abide by its terms during our professional relationship.

Patient's Name (Please Print) _____ **Date:** _____

Signature of Responsible Party

Printed Name