

Jennifer Bernstein, MD
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Practice Policies and Procedures

Welcome to the practice of Dr. Jennifer Bernstein. Please read the following information carefully so you have a clear understanding of the practice's policies and procedures.

This Agreement contains important information about the practice's professional services and business policies as well as information required by the Health Insurance Portability and Accountability Act (HIPAA). When you sign the signature page, it will represent an agreement between you and Jennifer Bernstein, MD.

Professional Services:

Services provided by Dr. Bernstein include assessment, diagnosis, on-going medication management and psychotherapy. A variety of mental health conditions are treated, including depression, anxiety, Panic Disorder, Obsessive Compulsive Disorder, ADHD and Bipolar Disorder.

Dr. Bernstein does not provide forensic services such as custody evaluations, assessments recommended by probation, ability to stand trial or legal matters of medical opinion.

Dr. Bernstein does not perform disability determinations or fill out paperwork for short- term or long-term disability or workers compensation.

Dr. Bernstein does not write letters in support of an Emotional Support Animal.

In some situations, Dr. Bernstein may not be able to meet your mental health needs and will assist you with referral to more appropriate care. Additionally, if you feel that Dr. Bernstein is not well matched to your needs, she will be happy to provide you with a referral to another mental health professional.

You will not become a patient of Dr. Bernstein until both you and Dr. Bernstein decide together that this treatment relationship is appropriate.

Consent for Treatment/Treatment Issues:

All treatment is strictly voluntary and you may choose to stop treatment at any time you wish. If you experience any problem(s) with medication and/or psychotherapy, it is your responsibility to inform Dr. Bernstein of the problem(s).

Office Hours and Appointments:

Business Hours: Monday, Tuesday, Wednesday, Thursday and Friday 9:00AM to 4:00PM.

Appointments: Initial/consultation appointments for patients are generally 60 minutes long. Often, the initial appointment provides enough time to complete the evaluation, but sometimes it is necessary for an evaluation to take place over several weeks. Initiation of treatment may

need to be delayed until the evaluation is complete. Please bring all medication bottles with you to your first appointment. If available, please bring copies of your past medical and mental health records to your appointment, including testing or laboratory work. Please have the contact information for your previous mental health providers and other physicians available so that collateral information can be obtained if needed.

Follow up appointment times are shorter in duration. Medication management visits are 30 minutes and psychotherapy visits are 45 minutes. Appointments are expected to start on time and end on time. Please be aware that if your appointment extends beyond the allotted time for any reason, you will be charged for the additional time at the prorated hourly rate.

Appointments provide time with the doctor. An appointment does not guarantee any specific medications, treatments or letters.

No Shows/Late Cancellations/Late Arrivals:

A full session fee will be charged for cancelled or missed appointments unless 24 hours notice (1 business day) has been given (i.e. an appointment scheduled for Monday at 6pm would have to be cancelled by Friday at 6pm in order for a charge not to be incurred).

Should you arrive more than 15 minutes late for any appointment, you will be asked to reschedule so that an appropriate amount of time and attention may be devoted to your care. You will still be responsible for payment of the missed session.

Failure to show for follow up appointments or violation of this cancellation policy on two or more occasions may be grounds for discharge from the practice. Note that the cancellation fee may be waived in special circumstances, to be determined on an individual basis (for example, medical emergencies).

On the practice's part, Dr. Bernstein will make every effort to provide you with adequate notice if she will be unavailable for a scheduled appointment and will work to reschedule your appointment in a timely fashion.

Communication and After-Hours Policy:

Dr. Bernstein may be reached via the secure patient portal, email or phone. The preferred method of communication is through the patient portal.

Patient Portal: Prior to your first appointment, you will be invited to create an account with the practice's secure patient portal, Luminello. You will get the fastest response if you send a message through the portal, which should be used for all scheduling and refill requests. Please note that all communication will be added to your medical record. Messages are checked throughout the day and will be replied to within the same business day. Please do not send a message through the portal that is of an urgent or emergent nature. Please call 911 or go to the nearest ED in case of an emergency.

Email: Email communication with Dr. Bernstein is conducted via standard Internet-based services (Gmail). If you choose to communicate Patient Identifiable Information by email, you are consenting to associated email risks. Please note that email is not secure and it cannot be guaranteed that information transmitted will remain confidential. For this reason, email should only be used for non-sensitive and non-urgent issues. Email is read daily and most messages will be replied to within 24 hours.

Phone: Phone hours are Monday to Friday 9am to 4pm. Brief phone calls of 5 minutes or less are complimentary. Longer, more involved calls may be charged at the prorated hourly rate. Most routine calls are returned within 24 hours during the above stated hours.

Please note that portal messages, voicemail and email are not checked after hours, on holidays or on the weekends.

Crisis Management:

Dr. Bernstein does not provide crisis management or emergency psychiatry services. After hours calls are routed to a voicemail and are checked the next business day. If you are in crisis, are having suicidal or homicidal thoughts, or have any emergency, please call 911 or go to your nearest emergency room. You may also call 800-273-TALK or text 741741. If at any time you feel that you require care that includes 24 hours per day coverage, Dr. Bernstein will be happy to provide a referral for another mental health professional.

Hospitalization:

Dr. Bernstein does not have admitting privileges. If there is a crisis regarding your safety, you will be directed to the closest hospital emergency room for evaluation and possible admission.

Controlled Substance Policy:

Dr. Bernstein generally strives to prescribe non-habit forming medications because of their superior safety and side effect profile. Dr. Bernstein generally does not:

- Prescribe benzodiazepines to patients who are taking daily opiate pain medication.
- Prescribe benzodiazepines to patients who are taking stimulant medication.
- Prescribe stimulant medication (Adderall, Ritalin, etc) unless appropriate diagnostic testing has previously been completed and available for review.
- Prescribe controlled substances to patients who use marijuana or illicit substances.
- Replace lost or stolen prescriptions of controlled substances without a police report.
- Prescribe stimulant medications to patients with a history of hypertension unless blood pressure is within normal limits and consistently under good control.

Dr. Bernstein reserves the right to require random urine drug screens/saliva tests prior to refilling any controlled substance. Dr. Bernstein may also request that you bring in your medication for a pill count. If you are prescribed controlled substances and do not comply with a requested pill count or drug screen within 48 hours, you may be terminated from the practice. Please note that it is a felony to accept a controlled substance prescription from the same (or similar) class from any other prescriber without both of those prescribers' consent and notification. This is referred to as "doctor shopping." If you receive controlled substances from another prescriber and do not notify the practice, you will be terminated from the practice.

Professional Fees, Billing and Payment:

Dr. Bernstein's fee schedule is as follows:

Initial Evaluation (60 minutes): \$375

Psychotherapy + Medication Management Visit (45 minutes): \$295

Medication Management Visit (30 minutes): \$215

Dr. Bernstein does not accept health insurance, but billing statements include all of the necessary information to redeem out-of-network benefits. Some services may not be

reimbursable by insurance such as fees for filling out forms, writing letters, etc. Please check with your insurance company before making an appointment to determine what out-of-network benefits are available to you. The patient is ultimately responsible for all fees owed to Dr. Bernstein. Prior to your first appointment, you will be required to leave a confidential credit card on file within the patient portal. Payment is due at the time of service and will be collected by charging the card on file. You may generate a billing statement at any time by logging into the patient portal.

Good Faith Estimate:

Under Section 2977B-6 of the Public Health Service Act, health care providers are required to provide a good faith estimate of expected charges for items and services to individuals who are not enrolled in a plan or coverage or a Federal health care program, or not seeking to file a claim with their plan or coverage, both orally and in writing, upon request or at the time of scheduling health care items and services. A good faith estimate must be provided within 3 business days upon request or within 1 business day of scheduling an item or service.

At the time of scheduling your appointment, you will receive a written good faith estimate within Dr. Bernstein's secure patient portal. For questions or more information about your right to a good faith estimate, visit: www.cms.gov/nosurprises

Medical Record Requests, Letter and Forms:

Dr. Bernstein will try to complete all relevant paperwork during scheduled sessions. It may occasionally be necessary to charge on a prorated basis for professional services that require extensive time commitment such as report/letter writing, form completion, telephone conversations lasting longer than 5 minutes, and consultations with other professionals that you have requested. Please allow at least one week for processing of records/letters/forms requests.

Medication Refills/Medication Disclosures:

You will be provided with enough medication until your next recommended follow-up visit. When medications are first prescribed, patients are generally seen more frequently, and then less frequently as stability is achieved. The frequency is determined at the most recent visit with Dr. Bernstein. Medications are refilled only for patients who are in active treatment. The longest interval between visits is six months. Even if you are stable on your medication, an evaluation of your clinical status needs to take place in order to safely continue care. If you cancel or reschedule your appointment, it is your responsibility to contact Dr. Bernstein if you need additional medication until your next visit.

Medications may cause withdrawal symptoms when not taken as prescribed or if abruptly stopped. It is the responsibility of the patient to make follow-up appointments at the recommended interval. Medications may not be given if you cancel or no-show regardless of the dangers associated with abrupt discontinuation if the doctor feels a clinical evaluation is necessary prior to a refill.

If you require additional medication before your next appointment, please contact Dr. Bernstein through the patient portal as soon as possible. Please allow 1 business day to process refill requests. Refills are not processed after business hours, on weekends, or on holidays. Before contacting Dr. Bernstein, please call the pharmacy directly to ensure that you do not have any additional refills on file. If you fail to schedule and/or you have not been seen for 180 days, your file will be formally closed and Dr. Bernstein will no longer be your psychiatrist of record.

You must tell every doctor and pharmacist every medication you are taking so you do not harm yourself and do not break the law. This includes over-the-counter medications, vitamins, and supplements. Typically, Dr. Bernstein does not co-manage psychiatric conditions with other prescribers. Therefore, it is expected that you only receive psychiatric medications through Dr. Bernstein while you are under her care. If you obtain psychiatric medications through another provider, it will be assumed you have transferred your care unless plans have been made to the contrary.

Laboratory Studies/Additional Testing:

At times, laboratory studies may be required. Please be aware that the cost of laboratory work is not included in your visit charge and is your responsibility. Completion of necessary lab work may be required prior to initiating or continuing medication. In addition, you may be referred for psychological testing, if warranted, which may incur additional costs.

Confidentiality and Privacy:

Any confidential information disclosed during treatment, or any other confidential information obtained while attending to your care, shall be held in confidence unless you permit Dr. Bernstein to disclose such information or where she is required to disclose such information by law. Some examples include, but are not limited to the following:

- child/elder/vulnerable person abuse
- imminent threat of danger to oneself or others
- court order/subpoena
- if a mental illness prevents you from providing for your own basic needs such as food, water or shelter
- if there is a reasonable degree of certainty that you cannot operate a motor vehicle or heavy machinery due to epilepsy, dementia, TBI or any other cognitive dysfunction. Please see the Notice of Privacy Practices within the patient portal for further details.

Should you choose to submit a bill for reimbursement of treatment from your insurance company, it may be necessary to communicate details of your care with them. In order for your treatment to be covered, we may be required to periodically communicate details of your condition and treatment.

By establishing care, you are agreeing to the disclosure of confidential information to other physicians, providers, or therapists involved in your case where Dr. Bernstein decides it is clinically appropriate to do so. In addition, covering providers will have access to your clinical information should you require care while Dr. Bernstein is out of the office.

Please be aware that audio or video recording of any session is not permitted secondary to therapeutic and privacy issues. If an unauthorized recording is made, it is grounds for termination of the therapeutic relationship.

Patient Etiquette:

Disrespectful/abusive behavior or harassment towards Dr. Bernstein will not be tolerated and patients will be immediately terminated from the practice should this occur.

Fraternization:

It is important that Dr. Bernstein has a professional and therapeutic relationship with you and, therefore, not any other type of social or personal relationship. If you feel there is a strong pre-existing relationship (friend, family, etc.) that may affect your decisions, you should consider seeking care from another psychiatrist. If you feel that you do not have any other practical treatment alternative, this must be discussed and agreed to before engaging in active treatment. Further, there is never room for a romantic relationship between patient and physician/psychotherapist.

Discontinuation of Treatment:

Dr. Bernstein may discontinue treatment with a patient usually for one of the following reasons:

- Non-payment of your account.
- Canceling/missing appointments too often.
- Non-compliance with treatment recommendations.
- Withdrawal of treatment due to medical, financial, or legal problems or geographic relocation.
- Lack of attendance and/or motivation prevents further progress toward goal achievement.
- Modification of medications prescribed by Dr. Bernstein is made by patient without first consulting Dr. Bernstein.
- Obtaining psychiatric medications from another prescriber.
- Failure to comply with the provisions of the Policies and Procedures as stated in this document.
- Successful completion of the treatment program initially agreed upon, implying that significant progress has been made toward meeting treatment goals.
- Patient chooses to terminate treatment.

If you foresee problems in any of these areas, please let Dr. Bernstein know your concerns. If you decide to discontinue treatment, you can do so at any time in person, by phone, or in writing. In the event that you discontinue treatment without notifying Dr. Bernstein, it will be assumed that your therapeutic relationship with her terminated 180 days after your last visit, unless you have an appointment scheduled for a future date, beyond which Dr. Bernstein carries no further responsibility for your care. You may reenter treatment with Dr. Bernstein as long as your treatment ended in good standing and she is accepting new patients.

CHANGES TO THIS NOTICE:

Dr. Bernstein reserves the right to change this notice. She reserves the right to make the revised notice effective for medical information she already has about you as well as any information she receives in the future. This Agreement shall not be amended except by written instrument executed by both parties hereto. Should any provision of this Agreement be declared void or ineffective by virtue of any state or federal statute or regulation, or decision of any court or regulatory authority, such declaration shall not invalidate any of the provisions of this Agreement that otherwise remain in full force and effect.

Thank you for taking the time to read our office policies and procedures. Your signature below indicates that you have received and read the information in this document and agree to abide by its terms during your professional relationship with Dr. Bernstein.

Patient Name: _____

Signature: _____ Date: _____