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Child & Adolescent Psychiatry  
General Psychiatry

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## Psychiatrist – Patient Contract Outpatient Services

Welcome to my practice!

This document contains important information about my professional services and business policies. Please read it carefully. If you have any questions, please bring them to our next meeting. When you sign this document, it will represent an agreement between us.

### The Third-party-free Medical Practice

My commitment is to *you*, the patient. Not to an insurance company, the Federal Government, or any other third party. I can only directly control my own practice; third parties have their own rules and regulations into which I have no input, and have no control over.

As a physician I am dedicated to treating patients, to whom I swear, above all else, to “do no harm.” This includes maintaining full patient confidentiality. But my training is only in medicine and psychiatry. It is not in how best to deal with insurance companies or government agencies.

Once you involve an insurance company or government agency in your medical care they have access to your medical record, and often influence treatment decisions. Understandably, these agencies strive to pay out as little as possible. Therefore, they are always on the lookout for “billing discrepancies,” or “excessive” charges. The best way to determine this is to review the patient’s chart. Of course they claim to maintain confidentiality. But, unlike physicians, they are not obligated by the *Oath of Hippocrates*, or by the same professional standards.

Therefore, I do not allow third parties to intrude into my practice. Likewise, and with very rare exceptions only in the case of legal proceedings, I release patient records exclusively to the patient alone.

### Standard of Care

I subscribe to the standard of care as stated in the *Oath of Hippocrates*. It reads: "I will prescribe regimens for the good of my patients according to my ability and my judgment and never do harm to anyone."

It is notable that the Hippocratic physician must follow his own judgment. Such judgment may not always agree with that of an elite committee. Most importantly, it is the good of the patient

that must always be served—not that of the whole population, or of the insurer’s or government’s bottom line.

My goal is to advise you, to the best of my ability, on what is optimal for you, under your circumstances. You, of course, are free to follow or to disregard my advice.

“Best practices” cited by the AMA, other medical organizations, or your insurance company may not be best for *you*. They are likely based on studies on suitable experimental subjects, who tend to be younger and healthier than most patients, and to be free of complicating conditions.

## Psychiatric Services

General statements do not easily describe the scope of Psychiatry. It varies depending on the personalities of the psychiatrist and patient, and the particular problems brought forward. There are many different methods we may use to address the problems or difficulties you present.

Even more so than a visit to your medical doctor, psychiatry calls for a very active effort on your part. In order for therapy or medication therapy to be most successful, you will best be served by working on things we discuss both during our sessions, and at home.

Psychotherapy can have benefits and risks. Since therapy often involves discussing unpleasant aspects of one’s life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, loneliness, and helplessness. On the other hand, psychotherapy has also been proven to have benefits for patients willing to invest the time. Therapy often leads to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But, there are no guarantees of what you will experience.

Our first few sessions will involve an evaluation of your needs. By the end of the evaluation, I will be able to offer you some first impressions of what our work will include, and a treatment plan we will follow.

If you decide to continue with therapy you should evaluate this information, along with your own opinions of whether you feel comfortable working with me.

Therapy involves a large commitment of time, money, and energy, so you should be very careful about the doctor you select. If you have questions, we should discuss them whenever they arise. If your doubts persist, I will be happy to help you set up a meeting with another psychiatrist for a second opinion.

## Meetings

I normally conduct an evaluation that will last from 1 to 3 sessions.

- Adults often require no more than one initial session.
- Children, however, will require at least two initial sessions.

During this preliminary time, we can decide whether and if I am the best person to provide the services you need in order to meet your treatment goals.

## Cancellation

Once an appointment hour is scheduled, you will be expected to pay for it unless you provide 48 hours advance notice of cancellation. This includes initial visits.

Of course, if the circumstances are beyond your control, I will take this into account.

## Professional Fees

- Psychiatric Diagnostic Interview, Initial, Child or Adolescent 300.00
  - Includes two, 60 minute sessions
- Psychiatric Diagnostic Interview, Initial, Adult 250.00
  - Includes one, 90-120 minute session
- Individual Therapy with Medication Management 200.00
  - 50 minutes
- Individual Therapy with Medication Management 150.00
  - 30 minutes
- Medication Management only 90.00
  - 15-20 minutes
- Telephone conversation regarding R<sub>x</sub> changes, or other problems
  - First 3 minutes, no charge. Subsequent minutes at 5.00 per minute.
- Missed Session
  - Will be billed at above rates, depending on session type scheduled.

I provide an itemized bill at the conclusion of each session.

Reduced fees may be available at my discretion, in very special circumstances.

However, as general policy, I do not alter my fee schedule.

## Billing and Payments

You are expected to pay in full for each session at the time it is held. You will have a two-appointment “grace period” to pay in full.

- If you arrive at an appointment, and have a balance outstanding, you will receive an invoice. A copy of this invoice will be mailed to you. Your invoice is payable by your next scheduled appointment.
- If the bill is not paid by the time of the next session, you will receive a “Past Due” invoice. A copy will be mailed. This bill is due at or by the time of the next session.
- If the bill is not paid at or by the 3<sup>rd</sup> session, you will receive a “Final” invoice. A copy will be mailed. This is due by or at the 4<sup>th</sup> appointment.
- If your bill is not paid by the time of the 4<sup>th</sup> appointment, the 4<sup>th</sup> appointment becomes your final appointment. At that appointment I will provide you with a two-week supply of medication, and will provide you with a list of psychiatrists in the area.
  - We may, at our discretion, send your outstanding bill to collections.
- At any time after this you are welcome to come back to our practice. The following conditions, however, will apply:
  - All outstanding bills must be paid in full.
  - All visits must be paid in full at the beginning of the visit.

### **Billing & Past Due Billing Timeline**

If balance outstanding, then balance is due. Invoice provided.	Invoice mailed	If paid in full, ok. If not, "Past Due" invoice provided.	"Past Due" invoice mailed	If paid in full, ok. If not, "Final" invoice provided.	"Final" invoice mailed	If paid in full, ok. If not, this becomes final appointment.
Appointment		Next appointment		3 <sup>rd</sup> appointment		4 <sup>th</sup> appointment

### **Insurance Reimbursement**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment.

Beyond providing you with an itemized bill, I regret to say that the Department of Psychiatry at Dynamic Health Associates, P.A. is simply not set up to, nor equipped to, handle insurance claims. However, some insurance companies will reimburse you on the basis of such a bill.

If you have a health insurance policy, it may provide some coverage for out-of-network mental health treatment. You should carefully read the section in your insurance coverage booklet that describes mental health services, or directly call your plan administrator.

Due to the so-called "rising costs of health care," insurance benefits have increasingly become more complex. You should also be aware that most insurance companies will require you to authorize your doctor to provide them with a clinical diagnosis. Sometimes they require additional clinical information such as treatment plans or summaries, or copies of the entire record.

This information will become part of the insurance company files, will be handled by multiple individuals, and will likely be stored in a computer. Though all insurance companies claim to keep such information confidential, neither I, nor you, have any 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. Therefore, with only very rare exceptions, I make it my policy to provide copies of your medical records only directly to you, the patient.

### **Contacting the Doctor**

As I am a specialist, and primarily a consultant, my office is not equipped to handle emergencies. Full understanding and acceptance of this very real limitation is an extremely important part of our agreement.

The nature of my practice is such that I devote the full-allotted time to each patient. I cannot cut one visit short, nor extend another, as this would impact another patient. If I, as a routine, interrupt sessions, eventually I will interrupt your session. Exceptions occur, but I make every effort to limit these.

Therefore, I cannot take "walk-ins." However, if I have a future opening in the schedule earlier than your next appointment, I may be able to "squeeze" you in.

I fully realize how important it is for the doctor to be available by phone. I will make every effort to return your call within 24 hours, with the exception of weekends and holidays.

Please be aware that calls are billed at a rate of \$5<sup>00</sup> per minute, with the first three minutes at no charge.

Between 9am and 5pm our office staff takes all calls. Please be specific as to why you are calling. Often they will be able to help, or they will be able to speak directly with me and provide an answer to your question or concern.

After hours my telephone is answered by a professional answering service. It is very helpful if you provide the answering service with some details of why you are calling, how urgent your call is, and the best number to reach you.

If you are difficult to reach, when you call please provide 2 or 3 specific times when you will be available. I will make every effort to call you then.

In emergencies, please dial 911 or contact your family physician or the nearest emergency room and ask for the psychiatrist on call.

If I'm unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

### **Prescription Refills**

I make every effort to provide refills sufficient until your next appointment. Although I do understand that unexpected circumstances arise, it is your obligation to keep track of your prescription, and the quantity remaining.

Routine scheduled refills and pharmacy faxes will be handled during business hours, by the office staff. All other refills or medication adjustments will require an appointment.

### **Professional Records**

The laws and standards of my profession require that I keep treatment records. With extremely rare legal exceptions, I only provide a copy of your records directly to you, the patient.

I can also prepare a summary of your record instead. This is also only provided to you. A special report fee of \$25<sup>00</sup> plus \$5<sup>00</sup> per each minute beyond 5 minutes applies.

Because these are professional records, they can be misinterpreted and may be upsetting to untrained readers. If you wish to see your records, I recommend that you review them with me so that we can discuss the contents.

### **Minors**

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is my policy to request an agreement from parents that they agree to give up access to your records. This may be written, or verbal. If verbal, I will make a notation in the chart. Before giving them any information, I will discuss the matter with you, if possible, and do my best to handle any objections you may have.

However, certain rare issues, such as those involving your safety, or the safety of others, do require me to speak with your parents, or other authorities, without your consent. I will be more than happy to answer all your questions regarding this.

## Confidentiality

In general, the law protects the privacy of all communications between a patient and a doctor, and I can only release information to others with your written permission. But there are a few exceptions.

In most legal proceedings, you have the right to prevent me from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order my testimony if he determines that the issues demand it.

There are some situations in which I am legally and ethically obligated to take action to protect others from harm, even if I have to reveal some information about a patient's treatment. For example, if I believe that a child, or elderly, or disabled person is being abused, I may be required to file a report with the appropriate state agency.

If I believe that a patient is threatening serious bodily harm to another, I am required to take protective actions.

These actions may include notifying the potential victim, contacting the police; or seeking hospitalization for you. If you threaten to harm yourself, I may be obligated to seek hospitalization for you or to contact family members or others who can help provide protection. If such a situation occurs, I will make every effort to fully discuss it with you before taking any action.

At times I find it helpful to consult other physicians or mental health professionals about a case. Often these colleagues are experts in their field, and provide unique knowledge and insight. During a consultation, I make every effort to avoid revealing the identity of my patient. The consultant is also legally and ethically bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

While this written summary of exceptions to confidentiality should prove helpful, please bring any questions or concerns to our next meeting.

## Controlled Substances and Drug Testing

The State of Florida and the DEA have recently begun the extremely strict enforcement of all laws pertaining to controlled substances. This "crack down" is very serious, and very thorough. As a physician licensed to practice medicine in the State of Florida it is my legal and ethical obligation to abide by all such laws and regulations.

As a result, I do not prescribe any opioid pain medication whatsoever.

However, because they are well within my scope of practice, I do prescribe many other controlled substances. These medications are very useful, effective and, if used properly under a physician's care, safe. I am more than happy to prescribe them under the appropriate circumstances.

But, to remain in compliance with the laws and regulations, the following will apply.

1. The DEA Controlled substance agreement applies to ALL scheduled substances.
2. If you are prescribed any controlled substance you agree to:
  - a. Random, in-office, drug screens.
  - b. Random, in office, pill counts.
  - c. All other stipulations of the DEA agreement.