



HOOT WHAT WHERE

WELCOME TO ANOTHER EDITION OF “HOOT WHAT WHERE,” a newsletter developed by Professional Risk Management Services® for the behavioral healthcare network of psychiatrists and mental health professionals. From risk management and claims advice to risk alerts, PRMS announcements, and events, this quarterly newsletter will share relevant news, useful tips, and important updates in the field of psychiatry to help keep you, your patients, and your practice safe.

WHAT YOU’LL FIND INSIDE:

ACCOUNT BALANCE
AND TERMINATION

TERMINATION OF TREATMENT

OFFICE CONFIDENTIALITY
POLICY

CONFIDENTIALITY AGREEMENT

PRMS IS SOCIAL!

Click the icons to follow PRMS for an inside look at the company, our travels, timely risk management alerts and helpful resources from our team of experts.



EXAMINER'S PERSPECTIVE: OUTSTANDING ACCOUNT BALANCE AND TERMINATION

Question: The mental health facility where I work has recently instituted a policy of refusing to schedule appointments for patients who are not keeping up with their bills. I'm concerned about how this will affect the patients' health- will I face any liability exposure as a result of this policy?

Answer: Changes in a patient's financial situation can often trigger the need to end a treatment relationship, either because of changes in healthcare insurance or because of a patient's inability or unwillingness to pay for treatment. However, simply refusing to schedule appointments until payment is made may be considered an improper termination of the physician-patient relationship. This can expose the psychiatrist to allegations of abandonment (i.e., the inappropriate withdrawal of treatment) through litigation or an investigation by the licensing board.

Termination should not be the first response to an unpaid bill. If a patient is delinquent in meeting payment requirements, it is best to discuss the issue with the patient before the amount owed becomes substantial. Patients should not be denied care solely because of an outstanding balance. Remain available to meet the patient's needs until proper termination has been effectuated. The termination process consists of the following steps: 1) giving the patient reasonable notice and time (typically 30 days) to find alternative treatment; 2) educating the patient about treatment recommendations; 3) providing resources for finding treatment; 4) providing records and information as requested; and 5) sending a follow-up letter to the patient. In areas where it may difficult to find another psychiatrist, it may be appropriate to give longer notice. Be sure to check with your state licensing board as it may require a different notice period.

The policy instituted by the facility does not allow for the discussion with the patient regarding termination or the 30-day notice period. In addition, if the patient is in crisis and is denied an appointment, and therefore appropriate care, you may be exposed to liability for any resulting adverse effects to the patient. You may want to suggest to the facility that each psychiatrist or provider be allowed to institute this policy on an individualized basis. This would allow you to initiate the termination process with a discussion, ensuring that the patient is not in crisis at the time, and allowing an adequate time period for the patient to find another provider. In addition, the policy should be discussed with incoming patients at the outset of treatment to ensure that they understand the process that will take place if payments are not kept current.

10 THINGS ABOUT: TERMINATION OF TREATMENT

It's summer, and you finally managed to clear your schedule long enough to take a much-deserved break. Unfortunately, unlike the case for many people, clearing your desk and leaving a message on your voicemail is not sufficient to prevent problems from occurring in your absence. Before taking time away from your practice, consider the following:

1. The psychiatrist-patient relationship is contractual in nature, and once relationship has been established, the psychiatrist has an ethical and legal obligation to continue treating the patient until the relationship has been properly terminated.
2. The treatment relationship may be terminated upon mutual agreement by the patient, or by the psychiatrist, provided appropriate notice has been given to the patient before doing so. It is not considered abandonment for a psychiatrist to terminate the treatment relationship so long as sufficient notice is given in advance of the actual termination.
3. There are many valid reasons for a psychiatrist to terminate treatment. You may determine the patient needs a higher level of care or would benefit from someone who specializes in treating their specific disorder. It is also acceptable to terminate a treatment relationship with patients who are non-adherent to your recommendations, are overly demanding of your time and that of your staff, do not pay your fees, or have breached your trust.

4. Ideally, the termination process will begin with an in-person discussion of the need to end the treatment relationship. If that is not possible, the discussion may also take place over the phone. Unless it is completely unavoidable (as in those situations where a patient won't come for appointments or return your calls), a patient's first notification of the termination should not be the termination letter



refer a colleague
**FOR EVERY
 REFERRAL,
 WE DONATE TO
 MENTAL HEALTH**

Refer a psychiatrist or behavioral healthcare group practice to PRMS, and we will make a donation to the mental health organization of your choice.

**HELP US TO ADVANCE ISSUES AND
 AWARENESS IN THE FIELD
 OF PSYCHIATRY**

START EARNING DONATIONS TODAY!

PRMS.com/Refer

5. The length of the notice may depend upon the patient's condition and available psychiatric resources in the community. Usually, 30 days' notice is considered adequate, however, individual state licensing boards or managed care contracts may regulate a different notice period. In areas where it may be difficult to find another psychiatrist, it may be appropriate to give longer notice. The psychiatrist should always provide the patient with a specific termination date after which the psychiatrist will no longer be available.
6. It is important to give explicit treatment recommendations to the patient and to educate him/her about the need for continued psychiatric care and the potential risks of not obtaining recommended treatment. This should also include detailed instructions regarding medications. Include the name and dosage for each medication, as well as any other important information; for example, the danger of stopping medication abruptly.
7. When terminating the treatment relationship, you must provide the patient with suggestions

- for finding continued care. This does not mean that you need to provide specific names of psychiatrists. Suggesting that the patient look to his PCP, his insurance panel, a referral service, or a local clinic are all acceptable.
8. A letter should be sent to the patient memorializing your discussion. The letter should also include instructions for how to obtain records for their new psychiatrist.
9. Make certain that your record reflects your decision-making process and discussions with the patient surrounding the termination process. Should a medical malpractice claim or lawsuit alleging abandonment of the patient occur, the contemporaneous record will support the assertion that the patient was treated fairly and professionally.
10. During the 30-day period, you will need to be available to patients in an emergency. This will include refilling prescriptions through the end of that period. Avoid writing prescriptions that will last beyond the date of termination.

ELEMENTS OF AN OFFICE CONFIDENTIALITY POLICY

Whether a psychiatrist chooses to create a stand-alone office confidentiality policy or chooses to incorporate precepts of confidentiality into policies addressing other topics, the following points are those that should be addressed, at a minimum.

1. The confidentiality of all information given by patients will be maintained.
2. The consent of the patient or the patient's legally authorized representative is required in order to release confidential patient information, unless an exception applies.
3. The release of any confidential patient information must be approved in advance by the psychiatrist.
4. Confidential patient information must not be discussed in places or at times when others may overhear; this applies to all staff, whether on or off duty.
5. Staff may not publish patient information, even when personally identifying information is removed.
6. Patient information must not be left where it might be visible to others:
 - position computer monitors where no one other than the user can read the screen
 - use appropriate security for both hardcopy and electronic information
 - collect originals and other material from fax machines and copiers immediately
 - do not leave patient records open or unattended

7. Access to medical records should be granted on a "need to know" basis and only to the extent necessary for staff to fulfill their designated functions.
8. Confidentiality survives the death of a patient. In the absence of consent from the patient, staff should politely decline to answer inquires about patients, even when the inquiries come from family members, insurance companies, attorneys, law enforcement officers, department officials, or other patients. The requester should put the request in writing and cite his/her authority for obtaining the information.
9. Vendors must verify in writing that they will comply with applicable confidentiality statutes and regulations (including 42CFR, Part 2 and HIPAA's Privacy Rule) in the receiving, storing, processing, and otherwise handling of any patient information.
10. Staff must report to the psychiatrist their own conflicts of interest.
11. Staff must report to the psychiatrist any actual or potential breaches of confidentiality by themselves or others.
12. Staff should sign an acknowledgement that they have received, read, and understood office policies regarding confidentiality.

UNPARALLELED CLAIMS EXPERTISE WITH

31,000+

PSYCHIATRY-SPECIFIC CLAIMS HANDLED



PRMS® has managed more psychiatric claims than any other company in the United States. Our experienced claims team has a proven track record of providing exceptional service and expertise for more than 31,000 psychiatry-specific claims, lawsuits and significant events since 1986.

ROBERT CLARK, JD
LITIGATION SPECIALIST



When selecting a partner to protect you and your practice, consider the program that puts psychiatrists first. Contact us today.

More than an insurance policy

(800) 245-3333 | PRMS.com/Claims | TheProgram@prms.com

MODEL EMPLOYEE CONFIDENTIALITY AGREEMENT

Regardless of whether or not you are a HIPAA covered entity, if you employ others in your practice, they should be asked to sign a confidentiality agreement acknowledging their obligation to maintain the privacy of patient information. It is recommended that this be reviewed with your employees on a yearly basis.

Employee confidentiality agreement

confidential patient information includes any information about a patient or a patient’s care, regardless of whether it is written, observed, or overheard. Confidential information may not be disclosed without the express permission of _____ [name of person who approves requests for lease of information] or under his/her direction.

Examples of unauthorized use slash disclosure of confidential information include but are not limited to:

- Revealing the fact that an individual is a patient of the practice
- Discussing a patient with anyone within the office who does not need that information to perform his/her job
- Discussing a patient with anyone outside of the office, including spouses, family members, and friends
- Reading a patients chart without a legitimate treatment and or business purpose
- Posting information about a patient (even without the patient’s name) on any form of social media
- Leaving a patient’s chart or other information where it may be viewed by others
- Discussing a patient within earshot of those not authorized to receive patient information, including coworkers and other patients
- Providing another person with your user ID, passcodes, or similar system access information

I understand that the unauthorized use slash disclosure of confidential patient information may be grounds for discipline and or immediate termination. I further understand that this obligation will continue even after my employment here has ended.

Employee signature

Supervisor signature

Date

Date

CONTACT US
(800) 245-3333
TheProgram@prms.com
PRMS.com



MORE THAN AN
INSURANCE POLICY

Professional Risk Management Services (“PRMS”) provides the information contained in this article for general use and information. Information provided is intended to improve clarity on issues regarding psychiatry services and insurance coverage, and related issues regarding those services. This information is intended, but not promised or guaranteed, to be current, complete, or up-to-date. PRMS is neither a law firm nor a provider of professional medical services, and the materials in this article do not constitute legal, medical, or regulatory advice. You should not act or rely on any legal or medical information in this article without first seeking the advice of an attorney, physician, or other appropriate professional. PRMS, The Psychiatrists’ Program and the PRMS Owl are registered Trademarks of Transatlantic Holdings, Inc., a parent company of Fair American Insurance and Reinsurance Company (FAIRCO).