

Vivek Datta, M.D., M.P.H.

Practice Policies

Initial Consultation

Dr. Datta offers extended one-time neuropsychiatric consultations focused on diagnostic evaluation and treatment recommendations. These visits are typically 2 hours but may be longer and may be conducted over more than one visit, depending on your preference and medical complexity. The cost of the consultation includes extensive record review.

As part of the consultation, Dr. Datta will want all your prior psychiatric and neurological records including any brain imaging, EEGs, neuropsychological testing, and laboratory test results. Scheduling of the consultation may be delayed until these records are received. Dr. Datta typically reviews the actual images of any brain scans you have had himself, and does not rely solely on the radiology report.

You will also be expected to complete several questionnaires as part of the process. Please complete these in advance of the appointment so we have time to review and score them. They could take 60-90 minutes to complete.

Please note that a consultation does not establish a doctor-patient relationship. Following the initial consultation (which may be over multiple visits), you and Dr. Datta will mutually decide whether it would be appropriate and beneficial to receive ongoing care in this practice. There is no guarantee of ongoing care prior to the completion of the initial consultation.

Ongoing Care

Dr. Datta sees a limited number of patients for ongoing care who are usually seen regularly for close follow up. These patients may receive:

- Longitudinal/Serial neuropsychiatric assessment
- Discussion of lifestyle modifications, diet, physical activity, mental activity, and social functioning
- Psychopharmacology (including deprescribing)
- Education and support regarding diagnosis and management
- Cognitive Behavior Therapy (including Cognitive Processing Therapy)
- Acceptance and Commitment Therapy
- Psychodynamic Psychotherapy
- Mentalization Based Treatment
- Hypnotherapy
- Schema Therapy

Dr. Datta only sees patients needing frequent visits (i.e. multiple times per month) for ongoing care. Once such care is no longer needed, patients will be discharged from the clinic to their referring physician or PCP. Patients needing less frequent care will need to follow up with another clinician. On a case-by-case basis, for those patients not meeting criteria for ongoing care with Dr. Datta, he may be available for ongoing occasional re-consultation to you and your treating physician/therapist to help guide care.

Practice Focus

This practice focuses on the evaluation and management of neuropsychiatric disorders. Neuropsychiatric disorders include:

- Functional Neurological Disorders
- Traumatic Brain Injury
- Persistent Post-Concussive Symptoms
- Mild Cognitive Impairment and Subjective Cognitive Decline
- Early Onset Dementia
- Late Onset Dementia
- Amnesic Disorders
- Psychiatric manifestations of neurological disease (e.g. epilepsy, movement disorders, stroke, autoimmune encephalitis, multiple sclerosis, brain tumors etc.)

We do not see patients with a primary diagnosis of ADHD or Autism (though these diagnoses will be assessed and incorporated into treatment planning if present). Patients who do not have a neuropsychiatric disorder will not typically be offered ongoing care.

Primary Care Practitioner

You must have a primary care practitioner (PCP) to have a consultation and/or establish care in this practice to ensure appropriate care.

Cancellations, Lateness and No Show Policy

Cancellations must be made at least 48 business hours prior to the appointment. Cancellations made after that will result in you being charged the full fee for the appointment. *You are paying for Dr. Datta's time, and NOT a particular service.*

If you are more than 10 minutes late for your appointment, we will call you. If the appointment was booked for in person, if appropriate, you will be offered conversion to a telehealth visit.

If you are more than 15 minutes late to your appointment, the appointment may be canceled, and you will be charged the full fee. If the remaining time can be used productively, a shorter appointment will be offered at the full fee of the booked appointment.

No shows are disruptive to the schedule, to your treatment, and prevent other patients receiving care. You will be charged the full fee for any no shows, barring a medical emergency. Illness is

not usually considered an acceptable reason to miss a doctor's appointment and thus will result in you being charged the full fee.

No subsequent appointments can be booked until the previous fees are paid.

Dr. Datta will provide a list of referrals for psychiatrists and therapists who accept insurance or sliding scale for those who find the practice fees to pose an undue burden or financial hardship.

Payment

Dr. Datta does not contract with any insurance companies. You are required to **pay in advance of the appointment**. Appointments not paid for in advance may be canceled.

Patients who have multiple weekly appointments will be given a 10% discount if they pay in full by ACH or electronic wire transfer at the beginning of the month.

We accept checks, ACH deposit, electronic wire transfers, credit and debit cards, Health Savings Account Cards, Flexible Spending Account Cards and Zelle.

We are opted out of Medicare which means you cannot seek reimbursement or payment from Medicare for Dr. Datta's services and will need to sign a private contract if you have Medicare as a primary payer.

Those who are paying privately and not requesting reimbursement from their insurance will receive a Good Faith Estimate of the cost of services prior to receiving them.

Dr. Datta will provide superbills to patients on request to submit for reimbursement from insurance companies. Please note only PPO plans (and not HMO or EPO plans) provide out of network reimbursement, and only after you have met your out of network deductible. We cannot guarantee you will receive any reimbursement from your insurance, and it is your responsibility to determine your benefits with your insurance carrier. You must provide a copy of the front and back of your insurance card[s] to request a superbill. If you request superbills, you understand we will have to disclose your diagnoses to your insurance carrier and may have to disclose your medical records for coverage determination.

You are responsible for payment in full regardless of whether insurance will reimburse you, whether you agree with the diagnosis or assessment, whether you agree with treatment recommendations, whether we proceed with treatment, or whether any such treatment is successful (of which no guarantee can be provided). If you dispute a transaction with your credit card company or financial services agency, you consent to the minimum necessary information being provided to them by the practice in the adjudication of the claim.

Initial: _____

Telephone Calls

Telephone calls of under 6 minutes duration do not incur a charge. If such calls are excessive or inappropriate, they will incur a charge or will not be returned.

Telephone calls of greater than 6 minutes may be charged for the time at a rate of \$53 per 1/10th of an hour.

You should not expect telephone calls to be returned on weekends, holidays, or after 5pm on weekdays. Such calls will usually be returned the next business day.

Emails or Patient Portal Messages

You have the option of sending messages through the patient portal, a secure HIPAA compliant messaging system. Messages requiring under 6 minutes to respond do not incur a charge. If such messages are excessive or inappropriate, they will incur a charge will or not be returned.

Messages requiring greater than 6 minutes to respond may be charged for the time at a rate of \$53 per 1/10th of an hour.

All emails and messages will become part of your medical record.

Portal Messages/E-Mails should never be used:

- In an emergency
- If you are experiencing any desire to harm yourself or others
- If you are experiencing a severe medication reaction
- If you need an immediate response

Please note that email is not a secure way of communicating and the patient portal is a more secure way.

Email has the following risks:

- Email may be seen by unintended viewers if addressed incorrectly
- Email may be intercepted by hackers and redistributed
- Someone posing as you could access your information
- Email can be used to spread computer viruses
- There is a risk that emails may not be received by either party in a timely matter as it may be caught by junk/spam filters
- Emails are discoverable in litigation and may be used as evidence in court.
- Emails can be circulated and stored by unintended recipients
- Statements made via email may be misunderstood thus creating miscommunication and/or negatively affecting treatment
- There may be an unanticipated time delay between messages being sent and received

By emailing the practice, you acknowledge that we cannot absolutely guarantee confidentiality and accept the risks.

Emergencies

In the event of an urgent or emergent situation, do not wait hear back from us - please call 911 or present to your nearest emergency room. We will return your call as soon as we are able to, but responses outside of business hours cannot be guaranteed. If you are experiencing a suicidal crisis, you may also call 988 for the national suicide hotline.

Confidentiality

We take confidentiality very seriously. You will be provided with a notice of our privacy practices. Please note that we are allowed to discuss your case with “concurrent treatment providers” but will always ask your consent before doing so. We are also allowed to discuss your case with other clinicians in an emergency (e.g. if you are in the emergency room) without your consent.

We will ask you to sign a release of information if you wish for us or give permission for us to include family members or other loved ones in your care. You can rescind this permission at any time.

We use a secure HIPAA-compliant electronic health record to store your records.

There are several situations in which we are required by law to breach confidentiality:

1. You are a danger to yourself and threaten to harm yourself (e.g., suicidal).
2. You threaten to harm another specific person (e.g., assault, kill).
3. You are unable to provide for your basic needs (e.g. food, clothing, and/or shelter) and unable or unwilling to accept treatment voluntarily.
4. A member of your family informs us that you seriously intend to harm another.
5. You are seeking psychiatric services to enable someone to commit a crime, or to avoid detection or apprehension yourself.
6. You disclose something that we are required to report (e.g., child abuse, child sexual assault, and elder abuse). In these cases, we are required to telephone and file a written notification to the relevant public office, such as Child Protective Services. There is no choice in the matter of reporting.
7. You are over 65 and we believe that you are the victim of physical abuse or financial exploitation.
8. You are experiencing lapses of consciousness, dementia, or another medical condition that impacts your ability to drive safely. This requires a confidential morbidity report to the DMV. There is no choice in the matter of reporting.
9. You die, and the information you had disclosed is documented in your record and is important to an issue between parties making claims through you (litigation).
10. You die, and the information being released by us is important in:
 - a. Ascertaining your intent, or

- b. Deciding an issue, concerning a deed of conveyance, will, or other writing of yours affecting your interest in property (real estate claims).
- 11. You file a lawsuit against Dr. Datta or anyone in our practice for negligence/malpractice.
- 12. We file a lawsuit against you.
- 13. You have filed a lawsuit against anyone and are claiming mental or emotional damages as a part of the suit.
- 14. You have waived your rights to privilege or give consent in writing to limited disclosure by Dr. Datta.

Prescriptions

Refills should be requested during regularly scheduled appointments. We cannot guarantee that we will be able to respond to refill requests made at short notice (e.g. less than 48 business hours before your medication is due to run out). Short notice requests also run the risk that the pharmacy will not be able to complete the request in time. In emergency cases, we may authorize some medication prior to your next appointment but cannot guarantee this. If doing so requires 6 or more minutes of time, you will be charged for the time at a rate of \$53 per 1/10th of an hour.

We do not respond to pharmacy-generated automated refill requests.

Referrals, Tests, and Investigations

As part of your assessment and treatment, we may recommend specific referrals or testing including referrals to specialists, laboratory testing, brain scans, EEGs, neuropsychological testing, EKGs etc. Where possible, Dr. Datta will make specific referrals but cannot always do so. We can order labs through UCSF, Stanford, Quest, Labcorp, Athena Diagnostics, and Invitae electronically or give you a paper form to request tests elsewhere.

Sometimes, it may be easier for you to request certain tests through another physicians (e.g. your PCP or neurologist). In other cases, Dr. Datta may request another physician order these investigations for you if more appropriate or convenient. You are responsible for any costs of these and determining whether they are covered through your insurance. These services are not provided by Dr. Datta and not included in the fees for his services.

Prior Authorizations

Prior authorizations for medications or other treatment will be completed at no cost. We cannot guarantee coverage of any medications, treatment programs, or testing by your insurance.

Paperwork and Forms

In general, forms and paperwork for things such as intensive outpatient/partial hospital/residential treatment referrals, FMLA, disability, school or work accommodations, Emotional Support Animal letters should be completed during patient appointments. Please note these appointments may not be reimbursable from insurance depending on the clinical focus of the visit.

Dr. Datta does not complete short term disability paperwork for patients who are not engaged in intensive psychotherapy, intensive outpatient, partial hospitalization, residential treatment, or psychiatric hospitalization. Dr. Datta does not complete long-term disability paperwork for patients who do not have dementia.

There is no charge for paperwork related to applications for public benefit programs (though we would only rarely complete such paperwork) as required by California law. The public health benefit programs include Medi-Cal; the In-Home Supportive Services Program; the California Work Opportunity and Responsibility to Kids (CalWORKS) Program; Social Security Disability Insurance benefits; Supplemental Security Income/State Supplementary Program for the Aged, Blind and Disabled (SSI/SSP) benefits; federal veterans service-connected compensation and nonservice-connected pension disability; CalFresh; the Cash Assistance Program for the Aged, Blind, and Disabled Legal Immigrants; and a government-funded housing subsidy or tenant-based housing assistance program.

Emotional Support Animal letters will be provided as clinically indicated to patients who have been seen over at least a 30-day period as required by California Law. These letters incur a cost of \$210. The letter expires 1 year from dated and must be renewed annually as required by state and federal laws. Dr. Datta only authorizes ESA letters for housing purposes (allowing animals in housing with “no pets” rule and requiring waiver of pet deposits and “pet rent”) and NOT for flights. Please note emotional support animals are not allowed in public places (unlike service animals).

N648 forms (for those applying for U.S. citizenship and need to request an exception to the English and civics testing requirements for naturalization because of physical or developmental disability or mental impairment) must be completed during an office visit and incur a charge of \$743.

Practice Closures

The practice is closed to observe the following Holidays:

- New Year’s Day
- Martin Luther King Day
- President’s Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth Holiday
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving
- The Day After Thanksgiving
- Christmas Eve
- Christmas Day

- New Year's Eve

The practice is will also be closed when Dr. Datta is on vacation, medical leave, or attending professional conferences. Where possible, you will be notified 30 days in advance of future availability. We will endeavor to respond to calls and messages within 24 business hours even during these closures.

Medicolegal Consultations, Depositions and Testimony

Although Dr. Datta is a forensic neuropsychiatrist, and frequently provides expert witness services, he does not do so for his own patients. This is because professional ethics guidelines regard this as a conflict of interest with the potential to harm the doctor-patient relationship. As such, Dr. Datta respectfully declines to serve as an expert witness for matters concerning his patients. This includes but is not limited to the following:

- Civil competency
- Criminal competency
- Mental state at the time of the offense
- Sentencing Mitigation
- Personal injury
- Workplace harassment and discrimination claims
- Parental fitness and child custody proceedings
- Divorce proceedings

Should attorneys wish to talk to Dr. Datta regarding a patient, Dr. Datta will do so with patient consent at a rate of \$1085/hr. This rate may be passed onto the patient. Similarly, any depositions or trials that Dr. Datta is required to attend as a percipient (or fact) witness regarding current or former patients will be charged at a rate of \$1085/hr with a minimum of 2 required. Payment in full is required in advance, and non-refundable if cancelled less than 2 weeks prior.

Medical records will be provided to attorneys as required by law or with patient consent with a \$0.25 per page as well as the labor costs associated with complying with the request.

Social Media

We request that you not send any information or communication to us via social media including Facebook, Twitter, Instagram, LinkedIn etc. We will not respond to "friend" requests or to "connect" or such platforms.

Termination of the Dr-Patient Relationship

You may request to terminate our relationship at any time and for any reason. Similarly, Dr. Datta may also terminate the relationship. This will typically occur due to:

1. an irretrievable breakdown in the relationship
2. inappropriate behavior on your part or from your partner or family members
3. inability to provide the type and/or level of services or treatment that is necessary
4. you no longer needing to receive care from Dr. Datta

5. you moving to an area where Dr. Datta is not licensed to practice medicine.

If you have not been seen in 3 months, you will no longer be a patient in the practice though may have the opportunity to re-establish care in the future.

Under these circumstances, Dr. Datta will provide a general list of referrals and/or directories where you can find a new clinician or discharge you to your primary care physician. You will also receive a letter through the secure patient portal explaining the process. You will not receive more than 30 days' supply of medication. Any medication prescriptions at termination is at the sole discretion of Dr. Datta, taking into account your specific treatment needs. Dr. Datta will be available for coordination of care with any current or subsequent physicians and therapists and will provide medical records on request.

Name

Signed

Date