



UNIVERSITY PLACE
— **TMS CLINIC** —
& GENERAL PSYCHIATRY

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Disclosure Statement.

Greetings! This document outlines important information regarding my professional services and business policies. While these documents may be lengthy, it is crucial for you to have a clear understanding of them. Upon your first appointment, you will be asked to sign a form acknowledging that you have read and agree to these policies. Please retain a copy of this document for your records.

Thank you for considering our TMS and Psychiatric medication management services. To assist you in making an informed decision, I have created this statement for you to review. Please take the time to read it and sign the provided space.

This statement encompasses information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that ensures privacy and protects patients' rights regarding the utilization and sharing of their Protected Health Information (PHI) for treatment, payment, and healthcare operations. If you have any inquiries or worries, I am happy to address them during our appointment.

1. Qualifications.

I am a **Board-Certified Psychiatric Nurse Practitioner (PMHNP-BC)** licensed to practice in Washington State (License # AP61210102). I hold a Master's degree in Psychiatric and Mental Health Nursing from the University of North Carolina at Chapel Hill and have over 16 years of experience in the mental health field. My practice focuses on diagnosing and treating mental health conditions, including assessments, diagnoses, treatment planning, and medication management. While I strive to provide compassionate and evidence-based care, I may collaborate with other healthcare providers as necessary for the patient's best interest and I encourage patients to seek additional opinions and resources for their mental health and wellness."

2. Approach

My approach is centered on the client and informed by an understanding of trauma. I work collaboratively with adult patients to assess their needs, make medication and/or therapy recommendations, monitor treatment progress, and evaluate patient satisfaction. This dynamic process requires a partnership built on honesty and effort. The ultimate goal is to alleviate mental health symptoms while minimizing adverse effects.

3. Focus:

I specialize in providing care for adult patients with ADHD, Anxiety, Depression, and Mood Dysregulation symptoms. I do not offer services to minors. For the benefit of my patients, I will refer pregnant clients and those with eating disorders to a more suitable provider to ensure that they receive the highest quality of care.

4. University Place TMS Clinic & General Psychiatry Office Environment

We require my patients to abide by the policies/procedures, which will be provided in a separate packet.

As a courtesy to patients, staff, and providers, please refrain from uncivil or disruptive behavior while on the premises.

Please note that pets are not allowed at University Place TMS Clinic & General Psychiatry clinic.

Service animals are welcome. However, any service animal that exhibits disruptive, poor, dangerous, destructive, or unsanitary behavior will not be considered a trained service animal. The associated patient's provider will ask the owner to remove the animal. Service animal owners are responsible for any property damage, messes, or injuries caused by the animal and must always keep the animal under control.

If you have any concerns about the office's environment, please let University Place TMS Clinic & General Psychiatry staff or your provider know.

University Place TMS Clinic & General Psychiatry general staff do not offer clinical services or advice, including crisis intervention or finding patients outside providers. They will transfer any patients requesting clinical services to their provider/s that contract with University Place TMS Clinic & General Psychiatry.

5. Services

I offer assessment, ongoing medication management, TMS and brief supportive psychotherapy for psychiatric illnesses.

5.1 Intake Appointment:

The first appointment will be scheduled for 60 minutes. The intake process includes the following:

1. An assessment of your present concerns.
2. Review of your history.
3. Identification of treatment goals.
4. Formulation of a treatment plan.

The intake appointment is also a chance to assess if we are a suitable match. It is not a guarantee of ongoing services. If necessary, I may direct you to a provider or program that better suits your needs to ensure the best possible care. The intake process is a vital stage that leads to optimal clinical results. Typically, 2-3 sessions are needed to complete the evaluation.

5.2 Follow-Up Appointments:

Upon completion of the evaluation, I will present my clinical assessment and develop an initial treatment plan. During this time, we will discuss the potential benefits of TMS specific medications I may recommend for your treatment. Additionally, I may suggest and facilitate a referral for psychotherapy as research shows that combining TMS or Medications with psychotherapy can improve the remission of psychiatric symptoms and overall functional enhancement.

Follow-up appointments are scheduled in 30 or 60-minute time slots. During this time, we will discuss your goals and establish the next steps for treatment. Generally, the frequency of follow-up appointments (for medication management) reduces as a patient becomes more stable with treatment. Follow-up appointments are also used to reevaluate goals, determine treatment efficacy, and discuss side effects.

5.3 Medications: If we mutually decide that medications would be an appropriate part of your treatment, we will discuss your options, possible side effects, potential interactions with medications you are already taking or medical conditions, and any questions you have. You must inform me of all prescriptions, supplements, herbal medicines, alcohol, or illicit

substances you use so I can prescribe safely. This includes dosage, the reason for taking, formulation (is the pill long acting or not, tablet or capsule, etc.). I can only prescribe to you if I have this information. Many patients take pictures of their bottles or bring them in, which is welcome.

5.4 Refill Policy: My policy is to refill prescribed medications during our scheduled follow-up appointments, including controlled substances. It is important to take your medications as prescribed and track when your refills are due to run out. This way, we can ensure you have enough medications to last until your next appointment. If you miss your scheduled follow-up appointment, your medications may not get refilled. Your pharmacy is important in providing extra safety in checking for drug-drug interactions. To provide the best management of your medications, I recommend obtaining all of your prescriptions (from all your prescribers) at the same pharmacy. Please note that I cannot refill prescriptions for conditions I am not treating. I am not responsible for delays in obtaining refills due to insurance authorization or pharmacy stock issues. Request refills from your pharmacy at least five days before your medication supply runs out. If there is an emergency and you need a refill from me before your next appointment, you must have a future appointment scheduled with me. Send me a message through the patient's portal or call 253-234-4199 at least five days in advance so I can follow up. Refilling prescriptions between appointments is clinical work. I reserve the right to charge a \$20.00 service fee for this service, especially if the need is due to a missed or canceled appointment or failure to set up an appointment within the agreed timeline. Note that I am booking out a few weeks in advance, so setting up an appointment accordingly is recommended. Your insurance will not cover this fee due at the time of service.

5.5 Controlled Substances and Sleeping Medications Policy:

I prescribe controlled substances as a last resort once we have a well-established relationship and a verifiable record that other alternatives have failed. If we mutually decide that a controlled substance would benefit you, I will check your prescription history on the Washington State Prescription Monitoring Program (PMP). I also may require a urine toxicology screening before prescribing a controlled substance and for continued care. I will write an order for a urinary toxicology test, and you can bring it to a community laboratory. I will also have you read and sign a Patient Controlled Substances Contract.

These safeguards increase patient safety and reduce prescription drug abuse and the chances of adverse events associated with controlled substances. For more information about the PMP, please see :

<https://www.doh.wa.gov/ForPublicHealthandHealthcareProviders/HealthcareProfessionsandFacilities/PrescriptionMonitoringProgramPMP/PublicFAQ>.

Please note that I will not refill controlled substances outside of appointments. I do not provide replacement refills for prescriptions for controlled substances that have been lost or destroyed. I also do not provide early refills.

Also, it is not recommended to take benzodiazepines or sleeping medications for more than a few weeks at a time. I will not just provide maintenance of these medications. We need to be actively working to find alternatives. I will also decline to fill sedative medications for patients who are taking medications or have medical conditions where this is contraindicated as this is unsafe. In most cases, I will work on tapering you down on these medications starting from the first prescription.

The above policy also applies to non-controlled sleeping medications. Long-term use of these medications is usually not clinically appropriate. Sleep hygiene measures and specialized counseling designed to help people with insomnia are more effective.

If indicated, I will refer you to a Sleep Medicine specialist to get the best care for your sleep issues.

6. Office Practice and Procedures

We both must commit to being on time for our appointments, as it is crucial to have the scheduled time to do the work needed to provide for your treatment. If you are more than five minutes late to a thirty-minute appointment or more than ten minutes late to a sixty-minute appointment, you may have to be rescheduled and incur a fee for a missed appointment. If you are running late, please call the office at (253) 234-4199 to inform the front desk staff.

7. Cancellation Policy:

Your appointment time is reserved specifically for you to provide the best treatment possible. It is easier to fill your vacated slot if we have 48 hours warning. Please cancel by contacting the front desk as soon as possible at (253) 234-4199.

Cancellations or rescheduling made within 48 hours of the appointment or missed appointments will incur the following fees, which are not covered by insurance.

- 30-minute follow-up appointments: \$150
- 60-minute follow-up or intake appointment: \$250

If the intake appointment is missed, I offer another one under rare circumstances. Sometimes, I will accept a deposit of \$100.00 to set up a second intake appointment.

8. Policy Regarding Contact Between Sessions:

Being in a solo practice allows me to be available only during the scheduled appointment time. My goal is to keep our contact limited to our appointment time. However, it is important that you get the support you need. For example, if our appointments are not providing enough support, in that case, we can develop a plan during our appointments that include setting up services with a therapist, augmentation with group therapy, intensive outpatient programs or partial hospitalization programs, or inpatient programs as appropriate. All these services are available with a self-referral. We can also develop a plan for you to get support from friends, family, partner(s), sponsors, etc.

If the level of care I provide in my practice is not a good fit for your mental health needs, we will discuss this, and I may refer you to a different setting.

9. Fees/Billing

Fees are due at the time of service.

University Place TMS Clinic & General Psychiatry staff can assist you during the intake process. However, you will need to find your insurance coverage before you come for an intake appointment to know if you are covered and how much you will be expected to pay for services. You must give the Intake Team all your insurance information (including any secondary insurance), as this can make you ineligible to see me. I reserve the right to cancel the intake appointment if you have not responded to the Intake Team's calls to get information about your insurance. I will also cancel an intake appointment if we learn you have insurance that you still need to inform us of.

Suppose I am not a participating provider for your insurance plan. In that case, we will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Not all insurance companies reimburse out-of-network providers (such as

Medicare and Medicaid). You should contact your insurance provider to inquire about your out of-network benefits if insurance reimbursement is an important issue.

My private pay fees are as follows:

- \$300 for initial intake session
- \$250 for 60-minute follow-up sessions
- \$150 for 30-minute follow-up sessions

Part of the session time (usually about 5-10 minutes) will be reserved for me to document the session privately.

Ethizo staff partner with me to bill your insurance and collect fees from you. If an Ethizo staff is calling to collect on a bill, remember that they are doing this on my behalf.

Any other professional services that require longer than 10 minutes, such as report writing, telephone conversations, preparation of treatment summaries, communication, or coordination of care with family or other providers, or time spent performing any other services on your behalf, will be charged \$50 for each 10-minute increment. Insurance often does not cover these services. Any services requiring less than 10 minutes will not be charged. There is no charge for short email communications. You will be notified, before being charged, if a service takes longer than 10 minutes.

10. Contacting me

Outside our sessions, I can be contacted through patient portal or by calling 253-234-4199. I will endeavor to respond quickly. However, it may take several business days to return your call, depending on my availability. Sometimes people need to call a provider to report a new side effect, report a need to see the provider sooner than agreed upon in the last appointment, or new or exacerbated mental health symptoms. Please do call so we can come up with a plan. In most cases, I will ask you to call the front desk staff to schedule an appointment.

Communicating via standard commercial email via the internet is not secure. Although it is unlikely, there is a possibility that information included in an email will be intercepted and read by other parties besides the person it was addressed to. Please consider this when sharing your personal health information. Keep the email short and focused on the matter you need to convey.

Many issues, including insurance or billing questions, scheduling, or canceling appointments, can be resolved during regular business hours, Monday through Friday, 8am-5pm, and Saturday, 8am-10am, and will be handled by the University Place TMS Clinic & General

Psychiatry administrative team at (253) 234- 4199. You can also leave them a voicemail or an email, and they can respond during business hours.

11. Crisis Intervention:

- Neither I nor University Place TMS Clinic & General Psychiatry provide crisis phone coverage or in-person crisis response
- Neither I nor University Place TMS Clinic & General Psychiatry staff are available for on-demand or walk-in services.
- Please do not come to University Place TMS Clinic & General Psychiatry clinic in a crisis. Please use community resources that are designed for psychiatric emergencies.

Important: If you are in a mental health or medical crisis, please call 911 or go to the nearest emergency room.

- Another great resource is Crisis Connections which can be reached 24 hours a day for mental health crises at 866-4CRISIS (427-4747). Puget Sound area callers can reach them at 206-461-3222, and their TTY number is 206-461-3219.
- You can also contact the National Suicide Prevention Lifeline for 24/7 assistance toll-free at 1-800-273-8255 from anywhere in the U.S.A.
- Once you are safe, I encourage you to call 253-234-4199 to update me. You are always welcome to call the front desk staff at (253) 234-4199 to schedule an appointment to see me once you are safe and out of immediate harm.

12. Legal Issues:

My services are purely clinical; thus, I cannot handle L&I or state/federal disability claims, or any claims intended for various legal purposes, including emotional support or service animal letters, court-mandated and custody/parenting plan assessments. I only assist with FMLA/STD/LTD paperwork for established patients (6 months of clinical care or more) and only for bonafide psychiatric issues that impair a patient's occupational or academic performance. I will provide a basic letter confirming our clinical relationship and any relevant data or a copy of chart notes at the patient's request. I require that patients be physically present for such services.

It is often unforeseen, but legal matters requiring the testimony of a mental health professional can and do arise. Legal testimony can often damage the relationship between a patient and their practitioner. Additionally, making attestations about any behaviors of legal concern is out of my professional scope of practice. For these reasons, I require that you employ independent forensic psychiatric or psychological services should this type of evaluation or testimony be required. If, for any reason, I am deposed or subpoenaed on your behalf and required to testify or appear in court, you will be responsible for my court fees at a minimum of \$1,000 for a half day or \$2,000 for a full day.

13. Your Rights:

If you are unhappy with what is happening in treatment, I hope you will talk with us so that we can respond to your concerns. Such comments will be taken seriously and handled with care and respect.

- You may also request that I refer you to another mental health practitioner, and you are free to end treatment with me at any time.
- You have the right to considerate, safe, and respectful care without discrimination regarding race, ethnicity, color, gender, sexual orientation, gender expression, age, religion, or national origin.
- You have the right to ask questions about any aspects of treatment and my specific training and experience.
- You have the right to expect that I will not have social relationships with clients or with former clients.

14. Right to terminate our relationship.

I as the provider have the right to terminate our relationship under the following conditions:

- If we have had no contact in 6 months, you inform me that you have moved out of the state or are getting medication management services with another provider.
- If I believe my services are no longer beneficial to you.
- If I believe that another professional would serve you better.
- If I determine that you require a higher level of care than I can provide.
- If you have not paid for two sessions or a late cancellation fee and are not working with University Place TMS Clinic & General Psychiatry staff to address this.

- If you failed to keep your past two appointments without 48 business hours' notice or frequently miss appointments.
- If you do not cooperate with the proposed treatment.
- If you purposely keep relevant clinical information from me, thereby impairing my ability to assess and treat your condition(s) safely.
- If you or your family member/significant other are hostile or aggressive to either my support staff, other patients, or me or cause any disruption at University Place TMS Clinic & General Psychiatry site or via telephone, email, or social media.
- If you change insurance to a carrier that I do not accept, or when I learn that you have a carrier with whom I am not empaneled, even after we have had an intake appointment.
- If you breach our Controlled Substances Contract.

15. Notice of Privacy Practices:

This notice concerns your privacy rights and describes how information about you may be disclosed and how you can access this information. University Place TMS Clinic & General Psychiatry abide by HIPAA rules as required by law. To learn more, please see <https://www.hhs.gov/hipaa/for individuals/index.html>.

16. Confidentiality:

As a rule, I will not disclose information about you or the fact that you are my patient without your written consent. My formal Mental Health Record describes the services provided to you and contains the dates of our sessions, your diagnosis, functional status, symptoms, prognosis and progress, and any assessments. Healthcare providers are legally allowed to use or disclose records or information for treatment, payment, and healthcare operations purposes. However, I do not routinely disclose information without your permission in advance, either through your consent at the onset of our relationship or through your written authorization when the need for disclosure arises. You may revoke your permission, in writing, at any time, by contacting the University Place TMS Clinic & General Psychiatry staff.

17.Limits of Confidentiality:

Possible Uses and Disclosures of Mental Health Records without Consent or Authorization:

There are some important exceptions to this rule of confidentiality – some exceptions created voluntarily by my own choice and some required by law. If you wish to receive mental health services from me, you must sign a form indicating that you understand and accept my policies about confidentiality and its limits. We can discuss these issues at any time during our work together.

I may use or disclose records or other information about you without your consent or authorization to appropriate parties, in the following circumstances, either by policy or because I am legally required:

Life-threatening emergency, child or vulnerable adult abuse, health care oversight, (under certain circumstances) court proceedings, a serious threat to the health or safety of yourself or others, grave disability, or Worker's Compensation, FMLA, STD, or LTD claims.

18.Patient's Rights and Provider's Duties:

18.1 Right to Request Restrictions: You have the right to request restrictions on certain uses and disclosures of protected health information about you. You also have the right to request a limit on the medical information I disclose about you to someone who is involved in your care or the payment for your care. If you ask me to disclose information to another party, you may request that I limit the information I disclose. However, I am not required to agree to the restriction you request.

To request restrictions, you must make your request in writing and tell me:

- 1) what information you want to limit;
- 2) whether you want to limit my use, disclosure, or both; and
- 3) to whom you want the limits to apply.

18.2 Right to Receive Confidential Communications by Alternative Means and at Alternative Locations:

You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations. (For example, you may not want a family member to know that you are seeing me. Upon your request, I will send your bills to another address. You may also request that I contact you only at work or that I not leave voicemail messages.) To request alternative communication, you must make your request in writing, specifying how or where you wish to be contacted.

- 18.3 Right to an Accounting of Disclosures:** You generally have the right to receive an accounting of disclosures of PHI for which you have neither provided consent nor authorization (as described above). On your written request, I will discuss with you the details of the accounting process.
- 18.4 Right to Inspect and Copy:** In most cases, you have the right to inspect and copy your medical and billing records. To do this, you must submit your request in writing. If you request a copy of the information, I may charge a fee for the costs of copying. I will not mail the records as that is burdensome. I can email or fax the records to an account of your choice. I may deny your request to inspect and copy in some circumstances. I may refuse to provide you access to certain psychotherapy notes or information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative proceeding.
- 18.5 Right to Amend:** If you feel that the protected health information, I have about you is incorrect or incomplete, you may ask me to amend the information. To request an amendment, your request must be made in writing and submitted to me. In addition, you must provide a reason that supports your request. I may deny your request if you ask me to amend information that: 1) was not created by me; I will add your request to the information record; 2) is not part of the medical information kept by me; 3) is not part of
- 18.6 Right to a copy of this notice:** You have the right to a copy of this notice. Changes to this notice: I reserve the right to change my policies and/or to change this notice and to make the changed notice effective for medical information I already have about you as well as any information I receive in the future. The updated notice will contain the effective date, and an updated copy will be provided to you.
- 18.7 Complaints:** If you believe your privacy rights have been violated, you may file a complaint. To do this, you must submit your request in writing to my office. You may also send a written complaint to the State of Washington Health Profession Quality Assurance Division or the Washington State Board of Nursing.

19. Telehealth Policy

I hereby consent to engage in Telehealth. I understand that "Telehealth" includes the practice of health care delivery, diagnosis, and treatment consultation using interactive video, audio, and/or data communications. For Telehealth sessions, we will connect using Zoom via Ethizo, a system encrypted to the federal standard and HIPAA compatible. I am responsible for choosing a secure location to interact with technology-assisted media and being aware that family, friends, employers, co-workers, strangers, and hackers could either overhear our communications or have access to the technology you are interacting with. Additionally, I agree not to record any Tele-Mental Health sessions. During a Tele-Mental Health session, we could encounter a technological failure. The most reliable backup plan is to contact one another via telephone. I will ensure that I have a phone and provide that phone number. I understand that all fees for Telehealth and non-Telehealth services are the same. I am financially responsible for all services rendered, late cancellations, and missed appointments.

20. Inclusion

Please note that our practice is safe for all patients, staff, and clinical providers, including LGBTQIA+, kink, and poly- practitioners.

As such:

I strive to provide safe and competent care to every patient.

Abusive language, conduct, harassment, or violence towards anyone in person, via email, or telephone are not tolerated in my practice and are grounds for immediate termination of care.

If you have any concerns, please let us know.

Acknowledgement.

I have received and read a copy of this statement. I understand and consent to psychiatric and mental health treatment under the terms described above. I agree to the conditions under which I enter a treatment relationship with Ayub Mwaura, MSN, PMHNP-BC.

I consent to pay the following fees at the time of service that is associated with my care –

1. Private practice rates
2. Any cost not covered by my insurance (deductible, co-insurance, co-pay, etc.)
3. Late notification of cancellation of appointment (less than 48 hours) fees
4. Fee for work done outside of appointments (such as preparing documents) that takes more than 10-minutes.
5. Fees for refills requested between appointments.

Acknowledgement.

By signing this contract, the patient understands herein the disclosure agrees to comply with these policies.

Client Name.....

Signature:**Date**.....

Print Name: (Guardian/other than the patient]

.....

Relationship:

Signature:**Date**.....