

Chiron Psychotherapy, PLLC
21 Middletown Rd
White Hall, WV 26554

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW DISCLOSED MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY

I am required by law to maintain the privacy of your health information. I am also required to give you this Notice about my privacy practices, legal obligations, and your rights concerning your health information ("Protected Health Information" or "PHI"). I will follow the privacy practices that are described in this Notice. If I amend this Notice, I will provide you with the amended Notice for your information and signature.

For more information about my privacy practices, or for additional copies of this Notice, please let me know your questions as soon as they arise.

I. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

A. Permissible Uses and Disclosures Without My Written Authorization. I may use and disclose your PHI without your written authorization for certain purposes as described below. The examples provided in each category are not meant to be exhaustive, but instead are meant to describe the types of uses and disclosures of your mental health information that are legally permissible.

1. Treatment: I may use and disclose your PHI to other clinicians involved in your care in order to better provide integrated treatment to you. For example, I may discuss your diagnosis and treatment plan with your psychiatrist or nurse practitioner. In addition, I may disclose your PHI to other health care providers in order to provide you with appropriate care and continued treatment.

2. Payment: I may use or disclose your PHI for the purposes of determining coverage, billing, claims management, and reimbursement. For example, a bill sent to your health insurer may include some information about our work together so that the insurer will pay for the treatment. I may also inform your health plan about a treatment you are going to receive in order to determine whether the plan will cover the treatment.

3. Health Care Operations: I may use and disclose your PHI in connection with health care operations, including quality improvement activities, training programs, accreditation, certification, licensing or credentialing activities. For, example, I may disclose disguised information about our work for training purposes.

4. Required or Permitted by Law: I may use or disclose your PHI when I am required or permitted to do so by law. For example, I may disclose your PHI to appropriate authorities if I reasonably believe that you are a possible victim of abuse, neglect, domestic violence, or the possible victim of other crimes. In addition I may disclose your PHI to the extent necessary to avert a serious threat to your health or safety or the health or safety of others. Other disclosures permitted or required by law include the following: disclosures for public health activities; health oversight activities including disclosures to state or federal agencies authorized to access your PHI; disclosures to judicial and law enforcement officials in response to a court order or other lawful process; disclosures for research when approved by an institutional review

board; disclosures for workers' compensation claims, and disclosures to military or national security agencies, coroners, medical examiners, and correctional institutions as authorized by law.

B. Permissible Uses and Disclosures That May Be Made Without My Authorization, But For Which You Have An Opportunity to Object.

1. Fundraising: I may use your PHI to contact you in an effort to offer you new services. I may also disclose PHI to any foundation with which I am connected so that the foundation may contact you in an effort to raise money for its operations. Any fundraising communications with you will include a description of how you may opt out of receiving any further fundraising communications.

2. Family and Other Persons Involved in Your Care. I may use or disclose your PHI to notify, or assist in the notification of (including identifying or locating) your personal representative, or another person responsible for your care, location, general condition, or death. If you are present, then I will provide you with an opportunity to object prior to such uses or disclosures. In the event of your incapacity or emergency circumstances, I will disclose your PHI consistent with your prior expressed preference, and in your best interest as determined by my professional judgment. I will also use my professional judgment and my experience to make reasonable inferences of your best interest in allowing another person access to your PHI regarding your treatment with me.

3. Disaster Relief Efforts. I may use or disclose your PHI to a public or private entity authorized by law or its charter to assist in disaster relief efforts for the purpose of coordinating notification of family members of your location, general condition, or death.

C. Uses and Disclosures Requiring Your Written Authorization.

1. Psychotherapy Notes. I will not disclose the records of our work that I keep separate from the medical record for my personal use, known as psychotherapy notes, except as permitted by law.

2. Marketing Communications; Sale of PHI. I must obtain your written authorization prior to using or disclosing your PHI for marketing or the sale of your PHI, consistent with the related definitions and exceptions set forth in HIPAA.

3. Other Uses and Disclosures. Uses and disclosures other than those described in this Notice will only be made with your written authorization. For example, you will need to sign an Authorization form before I can send your PHI to your life insurance company or to your attorney. You may revoke any such authorization at any time by providing me with written notification of such revocation.

II. MY INDIVIDUAL RIGHTS

A. Right to Inspect and Copy. You may request access to your medical records and billing records maintained by me in order to inspect and request copies of the records. All requests for access must be made in writing. Under limited circumstances, I may deny access to your records. I may charge a fee for the costs of copying and sending you any records requested.

B. Right to Alternative Communications. You may request, and I will accommodate, any reasonable written request for you to receive your PHI by alternative means of communication or at alternative locations.

C. Right to Request Restrictions. You have the right to request a restriction on your PHI that I use or disclose for treatment, payment or health care operations. You must request any such restriction in writing addressed to Hallie McLeod MA, LPC, AADC, Licensed Psychologist 21 Middletown, Rd, White Hall, WV 26554. I am not required to agree to any such restriction you may request, except if your request is to restrict disclosing your PHI to a health plan for the purpose of carrying out payment or

health care operations, the disclosure is not otherwise required by law and the PHI pertains solely to a health care item or service which has been paid in full by you or another person or entity on your behalf.

D. Right to Accounting of Disclosures. Upon written request, you may obtain an accounting of disclosures of your PHI made by me in the last six years, subject to certain restrictions and limitations.

E. Right to Request Amendment: You have the right to request that I amend your PHI. Your request must be in writing, and should explain why the information should be amended. I may deny your request under certain circumstances.

F. Right to Obtain Notice. You have the right to obtain a paper copy of this Notice by submitting a request to Hallie McLeod MA, LPC, AADC, Licensed Psychologist 21 Middletown, Rd, White Hall, WV 26554 at any time.

G. Right to Receive Notification of a Breach. I am required to notify you if I discover a breach of your unsecured PHI, according to requirements under federal law.

H. Questions and Complaints. If you desire further information about your privacy rights, or are concerned that I have violated your privacy rights, please contact me at 304-694-4322. You may also file a written complaint with the Director, Office for Civil Rights of the U.S. Department of Health and Human Services. I will not retaliate against you if you file a complaint.

III. EFFECTIVE DATE AND CHANGES TO THIS NOTICE

A. Effective Date. This Notice is effective on 06/01/2015.

B. Changes to this Notice. I may change the terms of this Notice at any time. If I change this Notice, I may make the new notice terms effective for all PHI that I maintain, including any information created or received prior to issuing the new notice. I will notify you of any revised notice through posting in my office and/or on my website at www.chironpsychotherapy.com.

Chiron Psychotherapy, PLLC

21 Middletown Rd.

White Hall, WV 26554

304-694-4322

Informed Consent for Therapy Services

PSYCHOTHERAPIST-CLIENT SERVICE AGREEMENT

Welcome to my practice. This document contains important information about my professional services and business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights about the use and disclosure of your Protected Health Information (PHI) for the purposes of treatment, payment, and health care operations. Although these documents are long and sometimes complex, it is very important that you understand them. When you sign this document, it will also represent an agreement between us. We can discuss any questions you have when you sign them or at any time in the future.

PROFESSIONAL CREDENTIALS

I have a Masters of Arts (MA) in clinical psychology awarded to me in 1994 by Mankato State University (now Minnesota State University) in Mankato, Minnesota. I am licensed as a Licensed Professional Counselor (LPC), certified as an Advanced Alcohol and Drug Counselor (AADC) and as a Licensed Psychologist in the State West Virginia. I have training and experience in treating adolescents and adult individuals with substance use disorders, anxiety, mood disorders, grief, traumatic stress, personality disorders, adjustment disorders and psychotic disorders. I have also provided couples, group and family therapy. I have been practicing as a professional psychotherapist since 1992.

PSYCHOLOGICAL SERVICES

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand, there are also legal limitations to those rights that you should be aware of, I, as your therapist, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections. Psychotherapy has both benefits and risks. Risks may include experiencing uncomfortable feelings, such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness, because the process of psychotherapy often requires discussing the unpleasant aspects of your life. However, psychotherapy has been shown to have benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. But, there are no guarantees about what will happen. Psychotherapy requires a very active effort on your part. In order to be most successful, you will have to work on things we discuss outside of sessions.

APPOINTMENTS

Appointments will ordinarily be 45-60 minutes in duration, once per week to once every other week at a time we agree on, although some sessions may be more or less frequent as needed. The time scheduled for your appointment is assigned to you and you alone. If you need to cancel or reschedule a session, I ask that you notify me as soon as possible. I will try to find another time to reschedule the appointment. In addition, you are responsible for coming to your session on time; if you are late, your appointment will still need to end on time.

PROFESSIONAL FEES

The fee for the initial intake is \$186.00. Thereafter, sessions 45-60 minutes are \$132.00. Sessions over 60 minutes are \$165.00. These are the fees billed to your insurance. You are responsible for deductible and copays as it is outlined in your agreement with your insurance company. These fees are due at the time services are rendered. Payment may be made by check, cash or credit card. Any other services required outside of scheduled therapy sessions such as court appearance or attendance at meetings cannot be billed to insurance. The fees for these services are \$100.00 per hour. If you anticipate becoming involved in a court case, I recommend that we discuss this fully before you waive your right to confidentiality. If your case requires my participation, you will be expected to pay for the professional time required even if another party compels me to testify.

INSURANCE

It is the responsibility of the cardholder to know what their eligibility and coverage is with their insurance carrier. If this is not known, I suggest that you verify coverage limitations prior to being treated. It is the insurance company that makes the final determination of your financial obligations and eligibility for services (please refer to the above information on your financial responsibility in PROFESSIONAL FEES). I will accept assignment of usual and customary fees whether I am a provider with your insurance company or not. Your signature on this form indicates that you authorize Chiron Psychotherapy, PLLC to bill your insurance company directly for services rendered and for your insurance company to make payment directly to Chiron Psychotherapy, PLLC.

PROFESSIONAL RECORDS

I am required to keep appropriate records of the psychological services that I provide. Your records are maintained with the strictest confidentiality in a secure cloud based electronic records program. I keep brief records noting that you were here, your reasons for seeking therapy, the goals and progress we set for treatment, your diagnosis, topics we discussed, your medical, social, and treatment history, records I receive from other providers, copies of records I send to others, and your billing records. Except in unusual circumstances that involve danger to yourself, you have the right to a copy of your file, because these are professional records, they may be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them with me, or have them forwarded to another mental health professional to discuss the contents. If I refuse your request for access to your records, you have a right to have my decision reviewed by another mental health professional, which I will discuss with you upon your request, you also have the right to request that a copy of your file be made available to any other health care provider at your written request.

CONFIDENTIALITY

All communication and records are kept in strict confidence. Information may be released when a client signs a written release indicating consent to release; when the client expresses serious intent to harm self or someone else; there is reasonable suspicion of abuse to a child or vulnerable adult; to

acquire payment for services or for billing purposes or a subpoena or court order is received directing disclosure of information. To protect your privacy it is my policy to assert privileged communication or the right to consult with clients before mandated disclosure in the event of receiving a subpoena or court order.

ELECTRONIC COMMUNICATION

Telephone, text and email are not secure methods of communication. There is some risk that one's confidentiality could be compromised with their use. If you would prefer to not be contacted by any of these methods, please let me know.

CONTACTING ME

I am often not immediately available by telephone. I do not answer my phone when I am with clients or otherwise unavailable. At these times, you may leave a message on voicemail, email or text message and your call or message will be returned as soon as possible, but it may take a day or two for nonurgent matters. If, for any number of unseen reasons, you do not hear from me or I am unable to reach you, and you feel you cannot wait for a return call if you feel unable to keep yourself safe, 1) contact the crisis line of Valley Health Care Systems (I can provide this number for you and they are listed on the internet and in the phone book), 2) go to your Local Hospital Emergency Room, or 3) call 911. I will make every attempt to inform you in advance of planned absences. I do not provide 24/7 crisis coverage.

OTHER RIGHTS

If you are unhappy with what is happening in therapy, I hope you will talk with me so that I 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 therapist and are free to end therapy at any time. You have the right to considerate, safe and respectful care, without discrimination as to race, ethnicity, color, gender, sexual orientation, age, religion, national origin, or source of payment. You have the right to ask questions about any aspects of therapy and about my specific training and experience.

CONSENT TO PSYCHOTHERAPY

Your signature below indicates that you have read this Agreement and the Notice of Privacy Practices agree to its terms.

Signature of Patient or Personal Representative

Printed Name of Patient or Personal Representative

Date