

## **Your Information. Your Rights. Our Responsibilities.**

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This notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

### **Your Rights**

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

### **Your Choices**

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a hospital directory
- Provide mental health care
- Market our services and sell your information
- Raise funds

### **Our Uses and Disclosures**

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

## **Your Rights**

**When it comes to your health information, you have certain rights.** This section explains your rights and some of our responsibilities to help you.

### **Get an electronic or paper copy of your medical record**

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

### **Ask us to correct your medical record**

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

### **Request confidential communications**

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say “yes” to all reasonable requests.

### **Ask us to limit what we use or share**

- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.
- If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. We will say “yes” unless a law requires us to share that information.

### **Get a list of those with whom we've shared information**

- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

### **Get a copy of this privacy notice**

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

### **Choose someone to act for you**

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

### **File a complaint if you feel your rights are violated**

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
- We will not retaliate against you for filing a complaint.

## **Your Choices**

**For certain health information, you can tell us your choices about what we share.** If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation

- Include your information in a hospital directory

*If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*

In these cases, we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

## **Our Uses and Disclosures**

### **How do we typically use or share your health information?**

We typically use or share your health information in the following ways.

#### **Treat you**

We can use your health information and share it with other professionals who are treating you.

*Example: A doctor treating you for an injury asks another doctor about your overall health condition.*

#### **Run our organization**

We can use and share your health information to run our practice, improve your care, and contact you when necessary.

*Example: We use health information about you to manage your treatment and services.*

#### **Bill for your services**

We can use and share your health information to bill and get payment from health plans or other entities.

*Example: We give information about you to your health insurance plan so it will pay for your services.*

### **How else can we use or share your health information?**

We are allowed or required to share your information in other ways - usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information, see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

### **Help with public health and safety issues**

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

### **Do research**

We can use or share your information for health research.

### **Comply with the law**

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

### **Respond to organ and tissue donation requests**

We can share health information about you with organ procurement organizations.

### **Work with a medical examiner or funeral director**

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

### **Address workers' compensation, law enforcement, and other government requests**

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

## **Respond to lawsuits and legal actions**

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

## **Our Responsibilities**

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information, see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

## **Changes to the Terms of this Notice**

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our web site.

## **Other important information**

- Effective Date of this Notice- August 1, 2016
- Privacy Official at Renaissance Wellness Services, LLC- Dr. Karen Barbee, EdD, LPC, LCASA, NCC. She can be contacted at: [rwellnessservices@gmail.com](mailto:rwellnessservices@gmail.com), or (919) 413-3722
- We never market or sell personal information.
- The Privacy Rule requires you to describe any state or other laws that require greater limits on disclosures. For example, “We will never share any substance abuse treatment records without your written permission.” Insert this type of information

here. If no laws with greater limits apply to your entity, no information needs to be added.

- In accordance with 45 CFR 502 (b), Renaissance Wellness Services, LLC must make reasonable efforts to limit protected health information to the minimum necessary, except in cases when this may not apply.
- Federal privacy law (45 C.F.R. Part 164) protecting health information may not apply to the recipient of the information and therefore, may not prohibit the recipient from disclosing it. Other laws, however, may prohibit re-disclosure. When we disclose mental health and developmental disabilities information protected by state law (G.S. 122C) or substance abuse treatment information protected by federal law (42 C.F.R. Part 2), we must inform the recipient of the information that re-disclosure is prohibited except as permitted or required by law.
- If records contain information relating to HIV infection, AIDS or AIDS related conditions, alcohol abuse, drug abuse, psychological or psychiatric conditions, or genetic testing this disclosure may include that information. HIV/AIDS related information, this information will only be released in accordance with G.S. 130A-143.

## **Basic Rights Provided to Every Client**

Right to dignity, privacy, humane care, and freedom from mental and physical abuse, neglect and exploitation.

Right to live as normally as possible while receiving care and treatment.

Right to receive age-appropriate treatment, access to medical care and habilitation, and the right to an individualized written treatment plan within 15 days of admission to maximize his/her development.

Right to be informed in advance of the potential risks and alleged benefits of the program choices.

Right to protection against disclosure of confidential information as delineated in G.S. 122C-52 - G.S. 122C-56. This information, including the procedures in place to protect this information, is available at the PPG Office or by contacting 919-413-3722

Right to be free from unnecessary or excessive medication.

Right to be free from medication used for punishment, discipline or staff convenience.

Right to consent to or refuse any treatment offered including behavior management policies; except in emergency situations.

Right to request notification after occurrence of any or specified interventions.

Right to be informed of any emergency procedures.

Right to exercise all civil rights (rights to dispose of property, execute instruments, make purchases, enter into contractual relationships, register and vote, bring civil actions, and marry/divorce) as a North Carolina citizen unless the consumer has been adjudicated incompetent.

Right to certain safeguards and carefully controlled circumstances when protective interventions are used.

Right to social integration, self-governance and treatment in the least restrictive, most appropriate environment.

Right to be free of corporal punishment, and to be free of neglect, harm, abuse, and exploitation.

Right to be free of physical restraint or seclusion.

Right to be free from threat or fear of unwarranted suspensions or expulsions.

Right to be free from unwarranted invasion of privacy.

Right to request notification of the use of an intervention procedure by the legally responsible person for a minor or an incompetent adult. A competent adult may designate an individual to receive information.

Right to request notification of the restriction of rights.

Right to file a grievance or a complaint with Alliance Behavioral Health- 919-651-8401 or your insurance company

Right to contact Disability Rights North Carolina at 3724 National Drive, Suite 100 Raleigh, NC 27612 or 1-877-235-4210.

Right to contact and report any violations to the North Carolina Board of Licensed Professional Counselors by contacting them at 844-622-3572

Right to know any and all fees for service prior to service delivery.

Right to a copy of my service plan, obtained through Renaissance Wellness Services or by calling **919-413-3722**

Right to consent to or refuse treatment according to 10A NCAC 27D (policy available through the Peak Professional office)



### **Client Responsibilities**

The client will make him or herself available for meetings in the home, community, or at the practice location.

The client will meet with physicians or other providers as scheduled and as deemed necessary for treatment

The client will participate in the treatment planning process and sign as/when required.

The client will call the office if moving (change of address), hospitalized (for any reason), or leaving the local area for an extended period of time.

The client will inform the practice of any changes in name, funding, or insurance coverage.

\*\*The client may be suspended or terminated from services if they violate any of the practice's policies & procedures. Information regarding the agency's policies and procedures is available upon request through the Renaissance Wellness Services 's office or by calling 919-413-3722.

Also, Renaissance Wellness Services reserves the right to suspend or terminate services if there is a threat of safety to personnel, other clients or if another level of care is warranted. We will assist in connecting you with the appropriate level of care.

This and more information is available on our website at [www.peakprofessionalgroup.com](http://www.peakprofessionalgroup.com)

### **Client-Counselor Service Agreement**

Welcome to Renaissance Wellness Services 's practice. This document contains important information about our 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.

Counseling is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in counseling, 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 counselor, have corresponding responsibilities to you. These rights and responsibilities are described in the following sections.

#### **Goals of Counseling**

There can be many goals for the counseling relationship. Some of these will be long term goals such as improving the quality of your life, learning to live with mindfulness and self-actualization. Others may be more immediate goals such as decreasing anxiety and depression symptoms, developing healthy relationships, changing behavior or decreasing/ending drug use. Whatever the goals for counseling, they will be set by the clients according to what they want to work on in counseling. The counselor may make suggestions on how to reach that goal but you decide where you want to go.

#### **Risks/Benefits of Counseling**

Counseling is an intensely personal process which can bring unpleasant memories or emotions to the surface. There are no guarantees that counseling will work for you. Clients can sometimes make improvements only to go backwards after a time. Progress may happen slowly. Counseling 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.

However, there are many benefits to counseling. Counseling can help you develop coping skills, make behavioral changes, reduce symptoms of mental health disorders, improve the quality of your life, learn to manage anger, learn to live in the present and many other advantages.

### Appointments

Appointments will ordinarily be 50-60 minutes in duration, once per 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 provide me with 24 hours' notice. If you miss a session without canceling, or cancel with less than 24-hour notice, you may be required to pay for the session [unless we both agree that you were unable to attend due to circumstances beyond your control]. It is important to note that insurance companies do not provide reimbursement for cancelled sessions; thus, you will be responsible the cancelation fee.

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.

### Confidentiality

As your provider, we will make every effort to keep your personal information private. If you wish to have information released, you will be required to sign a consent form before such information will be released. There are some limitations to confidentiality to which you need to be aware. I may consult with a supervisor or other professional clinician in order to give you the best service. In the event that I consult with another counselor, no identifying information such as your name would be released. Counselors are required by law to release information when the client poses a risk to themselves or others and in cases of abuse to children or the elderly. If I receive a court order or subpoena, I may be required to release some information. In such a case, I will consult with other professionals and limit the release to only what is necessary by law.

### Confidentiality and Technology

Some clients may choose to use technology in their counseling sessions. This includes but is not limited to online counseling via a HIPPA compliant video conferencing software/program, telephone, email, text or chat. Due to the nature of online counseling, there is always the

possibility that unauthorized persons may attempt to discover your personal information. PPG will take every precaution to safeguard your information but cannot guarantee that unauthorized access to electronic communications could not occur. Please be advised to take precautions with regard to authorized and unauthorized access to any technology used in counseling sessions. Be aware of any friends, family members, significant others or co-workers who may have access to your computer, phone or other technology used in your counseling sessions. Should a client have concerns about the safety of their email, we can arrange to encrypt email communication with you.

### Record Keeping

PPG may keep records of your counseling sessions and a treatment plan which includes goals for your counseling. These records are kept to ensure a direction to your sessions and continuity in service. They will not be shared except with respect to the limits to confidentiality discussed in the Confidentiality section. Should the client wish to have their records released, they are required to sign a release of information which specifies what information is to be released and to whom. Records will be kept for at least 7 years but may be kept for longer. Records will be kept either electronically, on a USB flash drive or in a paper file and stored in a locked cabinet in my office.

Professional Fees- You are responsible for paying at the time of your session unless prior arrangements have been made. Payment must be made by check or cash. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment.

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.

Fees are non-negotiable. To receive an adjusted fee scale, you must discuss this with the clinician who is providing services. You may need to present proof of income through recent pay stubs or tax forms. Fees are subject to change at counselor's discretion.

### **Fee Schedule:**

Comprehensive Clinical Assessment (Intake) - \$200.00

Psychotherapy 45 minutes - \$120.00

Psychotherapy 60 minutes - \$140.00

Family or Couples psychotherapy (with or without the patient present) 90 minutes - \$110.00

Your current fee for service is: \_\_\_\_\_ per 60-minute session. Other arrangements may be made if needed.

### Insurance-

If you have a health insurance policy, it will usually provide some coverage for mental health treatment. With your permission, I will assist you to the extent possible in filing claims and ascertaining information about your coverage, but you are responsible for knowing your coverage and for letting me know if/when your coverage changes. At this time, we are currently accepting Blue Cross & Blue Shield.

You should also be aware that most insurance companies require you to authorize me to provide them with a clinical diagnosis. Sometimes I have to provide additional clinical information which will become part of the insurance company files. By signing this Agreement, you agree that I can provide requested information to your carrier if you plan to pay with insurance.

In addition, if you plan to use your insurance, authorization from the insurance company may be required before they will cover counseling fees. If you did not obtain authorization and it is required, you may be responsible for full payment of the fee. Many policies leave a percentage of the fee to be covered by the patient. Either amount is to be paid at the time of the visit by check or cash. In addition, some insurance companies also have a deductible, which is an out-of-pocket amount that must be paid by the patient before the insurance companies are willing to begin paying any amount for services. If I am not a participating provider for your insurance plan, I will supply you with a receipt of payment for services, which you can submit to your insurance company for reimbursement. Please note that not all insurance companies reimburse for out-of-network providers. If you prefer to use a participating provider, I will refer you to a colleague.

Contacting Us- We may not be immediately available by telephone. We do not answer our phone when we are with clients or otherwise unavailable. At these times, you may leave a message on our confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. If you feel you cannot wait for a return call or it is an emergency situation, go to your local hospital or call 911. This form and many others can be found on our website at [www.rwellnessservices.com](http://www.rwellnessservices.com). Please refer to our website to download a copy of this form for your records.

**ATTENDANCE & CANCELLATION POLICY:** When you make an appointment with a therapist at our practice, we reserve that time especially for you. We do not overbook our appointments because we feel that our clients deserve to be seen in a timely manner. Just as you deserve your therapist's full attention during your appointment, we greatly appreciate knowing in advance when a client is unable to keep their appointment. When appointments are cancelled with less than 24 hours' notice, it is almost impossible to fill that time slot with another client.

Also, please note that insurance companies do not pay benefits for missed and late-cancelled appointments. Therefore, missed appointments create a financial strain for our practice and make it difficult to serve the many clients on our waiting list. It is also

important to note that consistency in attending counseling sessions is critical to effective counseling, and we want our clients to really benefit from our services.

For these reasons, your account will be charged a **\$60.00 fee** if you miss a scheduled appointment or cancel an appointment with less than 24 hours' notice. Please let our office staff know if there is an extenuating circumstance preventing you from being able to keep your appointment (i.e., illness, death in the family, etc....) as we certainly recognize that unexpected situations can arise.

**FINANCIAL POLICY FOR MINOR CHILDREN OF SEPARATED/DIVORCED**

**PARENTS:** It is our policy that the parent who consents to the treatment of a minor child is responsible for payment of services rendered. Neither Renaissance Wellness Services, LLC, nor its contracted therapists will be involved with separation/divorce disputes. Divorced parents bear the responsibility for splitting the cost of therapy.

The parent who brings a minor client to appointments is expected to pay **the full copay due**. By signing below, I acknowledge and understand that Renaissance Wellness Services, LLC charges a **\$60.00 fee** for no-shows and appointments cancelled with less than 24 hours' notice. Furthermore, I acknowledge an understanding of the client billing policy as it affects treatment of minor children with divorced/separated parents.

**EMERGENCY INFORMATION:** In the event of a psychiatric emergency, Renaissance Wellness Services, LLC offers 24-hour coverage by contacting our after-hours line at (919) 413-3722.

We look forward to supporting you!

RWS, LLC  
VER.08/16

INFORMED CONSENT PACKET

(919) 413-3722

[www.rwellnessservices.com](http://www.rwellnessservices.com)