

Welcome!

We look forward to working with you. Please read the policies and procedures below and inform us if you have any questions or concerns.

Attendance of Scheduled Appointments: It is important that you keep all scheduled appointments. In the event that you are unable to keep your appointment, please give the office at least 24-hour notice of cancellation or you will be charged a missed appointment fee of \$50.00. If you fail to show for three (3) consecutive appointments, any future appointments you have will be cancelled (even if you have a standing appointment); you will then be placed on same day availability status.

Co-Payments ("Co-pays"): If your insurance requires you to pay a co-pay, your co-pay is due at the time of services unless prior arrangements have been made with the therapist. Please make sure you check out with the receptionist before each appointment and pay your co-pay. If you do not pay your co-pays, you will not be permitted to continue scheduling appointments.

Confidentiality: Your therapy sessions will be held in the strictest confidence. No information about you or what is said in your sessions will be released to anyone without your permission in the form of a signed release of information. The exception to this rule is the required reporting of any child or adult abuse or neglect and of any expression of lethality (suicidal or homicidal plan or intent), medical emergency, or court subpoena.

After-Hours Emergencies: In case of after-hours emergencies, you can reach our answering service by calling (757) 868-0072.

Billing Inquires: Billing inquiries should be directed to our main billing office during normal hours. You may contact this office Monday - Friday from 9 a.m. to 5 p.m. Our main billing office is located at 360 Wythe Creek Road Suite C, Poquoson, VA 23662. The phone number is (757) 868-0072.

Insurance Coverage: We estimate your insurance coverage, deductibles, and co-payments based on the phone information given to us. However, this information is not guaranteed by your insurer and may vary from our original estimate. You are responsible for any amounts not covered by your insurance.

Inclement Weather: In the event of inclement weather (snow, ice, hurricanes, etc.), please contact the office where you are scheduled to be seen and confirm that the office is open. Office closings will be determined by 8am. If you are unable to venture out in inclement weather, please inform the receptionist and reschedule. Any appointments cancelled due to inclement weather will not incur a missed appointment fee; however, no shows will!

Court: In the event your therapist is summoned to court regarding your case, usual and customary fees will apply to compensate for clinical hours set aside, payable one week prior to the scheduled court date. These fees are \$600.00 one half day, (8 am to 1 pm) and \$1,200.00 full day (anything beyond 1pm).

Changes to Personal Information: If any of your personal information changes (i.e. – name/address/phone number/insurance information), please inform the receptionist as soon as possible. We need to make sure we are billing the appropriate insurance so that you do not receive an unnecessary bill! Also, we need to make sure we can reach you by phone/letter if needed.

Gifts: Due to ethical guidelines, we cannot accept gifts of any kind (including homemade goods) from you, even during the holiday seasons.

These policies are in place to make sure that you get the best possible services. Again, please call us if you have any questions or concerns.

Thank you and may our time be a rich blessing for you!

Betty Eastman, LCSW and Associates, Inc.

Betty Eastman, LCSW

Shannon B. Crayton, LCSW

Elizabeth Shumate, LCSW

Tara Hazzard-Patterson, LPC

Barry Burijon, PhD

Notice of Privacy Practices

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.

Our Pledge Regarding Medical Information

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. To provide you with quality care and to comply with certain legal requirements, we create a record of the care and services you receive. This notice applies to all of the medical records of you care generated at or received by your facility.

Contact Person

If you have any questions about this Notice, please contact Betty at Betty Eastman, LCSW and Associates, Inc., 360 Wythe Creek Road, Suite C, Poquoson, VA 23662. (757) 868-0072

Who Will Follow This Notice

This Notice describes the privacy practices of Betty Eastman, LCSW and Associates, Inc.: (a) any health care professional authorized to enter information into your chart; (b) all employees, staff, units, volunteers and other personnel c) participants in affiliated health education programs. All of these entities follow the terms of this Notice. In addition, these entities may share medical information with each other for the treatment, payment and health care operations activities in this notice.

Purpose of This Notice

We are required by law to maintain the privacy of your medical information. We create a record of the care and services you receive. We need this record to provide you with quality care and to comply with certain legal requirements. This Notice applies to all of the records of the care and services you received, whether made by your personal therapist or employees and whether in paper or electronic format. As required by law, these records are maintained in a way that is designed to protect the integrity, confidentiality, and availability of your electronic medical information when it is collected, maintained, used or transmitted. This Notice will tell you about the ways in which we may use and disclose medical information about you. This Notice also describes your rights and certain obligations we have regarding the use and disclosure of your medical information.

Our Duties

We are required by law to:

- a. Make sure that medical information that identifies you is kept private;
- b. Give you this Notice of our legal duties and privacy practices with respect to your medical information; and
- c. Follow the terms of this Notice as long as it is currently in effect. If we revise this Notice, we will follow the terms of the revised Notice as long as it is currently in effect.

How We May Use and Disclose Medical Information About You

The following categories (listed in boldface print, below) describe different ways that we may use and disclose medical information. For each category of uses or disclosures we will explain what we mean and give you some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the boldface print categories, below.

- a. **For Treatment.** We may use medical information about you to provide you with medical treatment or services. We also may disclose medical information about you to providers outside who may be involved in your medical care after you leave, such as physicians who will provide follow-up care, physical therapy organizations, medical equipment suppliers, and local emergency hospitals.

b. **For Payment.** We may use and disclose medical information about you so that the treatment and services you receive may be billed to (and payment may be collected from) your insurance company or a third party. For example, we may need to give your health plan information about procedures you received so your health plan will pay us or reimburse you for the procedures. We also may tell your health plan about a treatment you are going to receive to obtain prior approval or to determine whether your plan will cover the treatment.

c. **For Health Care Operations.** We may use and disclose medical information about you for operations. These uses and disclosures are necessary to run and to make sure that all of our patients receive quality care. For example, we may use medical information to review our treatment and services and to evaluate the performance of our staff in caring for you. We also may combine medical information about many HS patients to decide what additional services to offer, what services are not needed, and whether certain new treatments are effective. We also may remove all information that identifies you from this set of medical information so that others may use that information to study health care and health care delivery without learning who the specific patients are.

d. **To Business Associates For Treatment, Payment, and Health Care Operations.** We may disclose medical information about you to one of our business associates in order to carry out treatment, payment, or health care operations. For example, we may disclose medical information about you to a company who bills insurance companies on our behalf to enable that company to help us obtain payment for the health care services we provide.

e. **Individuals Involved in Your Care or Payment for Your Care.** We may release medical information about you to a family member, other relative, or close personal friend who is involved in your medical care if the medical information released is directly relevant to such person's involvement with your care. We also may release information to someone who helps pay for your care. In addition, we may disclose medical information about you to an entity assisting in a disaster relief effort so that your family can be notified about your location and general condition.

f. **Appointment Reminders.** We may use and disclose medical information to contact you as a reminder that you have an appointment.

g. **Treatment Alternatives.** We may use and disclose medical information to give you information about treatment options or alternatives that may be of interest to you.

h. **Health Related Benefits and Services.** We may use and disclose medical information to tell you about health related benefits or services that may be of interest to you.

i. **As Required By Law.** We will disclose medical information about you when required to do so by federal, state, local law.

j. **Public Health Activities.** We may disclose medical information about you for public health activities. Public health activities generally include:

- (a) Preventing or controlling disease, injury or disability;
- (b) Reporting births and deaths;
- (c) Reporting reactions to medications or problems with products;
- (d) Notifying people of recalls of products they may be using.
- (e) Notifying a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
- (f) Notifying the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence, harm to self or others.

We will only make this disclosure if you agree or when required or authorized by law. I am mandated to make a report to the appropriate public authorities.

iii. **Health Oversight Activities.** We may disclose medical information to a health oversight agency for activities authorized by law such as audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

iv. **Lawsuits and Disputes.** We may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

v. **Law Enforcement.** We may release medical information if asked to do so by a law enforcement official:

- (a) In response to a court order, subpoena, warrant, summons or similar process;
- (b) To identify or locate a suspect, fugitive, material witness, or missing person, but only if limited information (e.g., name and address, date and place of birth, Social Security number, blood type and RH factor, type of injury, date and time of treatment, and date and time of death, if applicable) is disclosed;
- (b) About the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- (c) About a death we believe may be the result of criminal conduct;
- (d) About criminal conduct we believed occurred on the premises of the UTA HS; and
- (e) In emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

vi. **Coroners and Medical Examiners and Funeral Directors.** We may release medical information about patients of HS to a coroner or medical examiner to identify a deceased person or to determine the cause of death.

viii. **To Avert a Serious Threat to Health or Safety.** We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone who is able to help prevent the threat.

ix. **Armed Forces and Foreign Military Personnel.** If you are a member of the Armed Forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.

x. **National Security and Intelligence Activities.** We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

xi. **Protective Services for the President and Others.** We may disclose medical information about you to authorized federal officials so they may provide protection to the President, other authorized persons or foreign heads of state, or to conduct special investigations.

xii. **Workers' Compensation.** We may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work related injuries or illness.

k. **When Your Authorization Is Required.** Uses or disclosures of your medical information for other purposes or activities, not listed above, will be made only with your written authorization (permission). If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written permission. However, we are unable to take back any disclosures we have already made with your permission.

Your Rights

You have the following rights regarding medical information we maintain about you:

a. **Right to Request Restrictions.** You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, such as a family member or friend. For example, you could ask that we not use or disclose information about a particular procedure that you have had. We are not required to agree to your request. If we do agree, we will comply with your request unless the information is needed to provide you with emergency treatment. In your request, you must tell us: (1) what information you want to limit; (2) whether you want to limit our use or disclosure of the information (or both); and (3) to whom you want the limits to apply (e.g., disclosures to your spouse).

e. **Right to an Accounting of Disclosures.** You have the right to request an "accounting of disclosures" by HS of your medical information that occurred in the past six (6) years. The accounting (or list) of disclosures will include: (1) the date of the disclosure; (2) the name of the entity or person who received the medical information and, if known, the address; (3) a brief description of the medical information disclosed; and (4) a brief statement of the purpose of the disclosure (such list will not include disclosures made pursuant to an authorization or for Treatment, Payment, and Health Care Operations).

f. **Right to a Paper Copy of This Notice.** You have the right to a paper copy of this Notice. You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice.

g. Right to Request Confidential Information. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

h. What About Therapy Session Notes. I'm allowed to keep separate notes related to therapy sessions. These psychotherapy notes include specific information you have shared in the session such as thoughts or attitudes art work or ideas and plans, to help me provide treatment to you. People and agencies outside the session do not need to know information included in these notes to provide their services to you. These records are confidential and are not considered Public Health Information (PHI). They may be released only to another professional such as a counselor, psychologist or the court only with specific consent from you or by court order. I am allowed to use non-identifying information from these notes to get clinical review, supervision, or training for myself, or to provide training to other mental health professionals. In situations of safety, I may be required to share parts of this information with your PHI to protect you from harm. Examples of this include, disclosing specific threats or incidents of abuse, toward you or by you towards others, information about prenatal exposure to controlled substances, reporting specific misbehavior by a health care provider.

Changes to This Notice

We reserve the right to change this Notice. We reserve the right to make the revised or changed Notice effective for medical information we already have about you as well as any information we receive in the future.

Other Uses of Medical Information

Other uses and disclosures of medical information not addressed by this notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our record of the care that we provided you.