

# CONSENT FOR TREATMENT

I hereby authorize [The licensed healthcare providers of Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness ] to provide psychiatric mental healthcare services.

## Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness Telepsychiatric Care Consent

The terms may periodically be updated accordingly.

### Practice Name:

Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness

Telehealth Contract and Informed Consent PLEASE READ THIS DOCUMENT CAREFULLY.

**THE INITIAL APPOINTMENT DOES NOT GUARANTEE TREATMENT AT THIS PRACTICE. THE INITIAL EVALUATION WILL HELP DETERMINE IF THIS PRACTICE IS AN APPROPRIATE SETTING FOR THE INDIVIDUAL. SHOULD THE INDIVIDUAL'S CONDITION WORSEN THROUGHOUT THE COURSE OF TREATMENT, A HIGHER LEVEL OF CARE MAY BE REQUIRED.**

### Introduction

Sessions and visits will be held via “telehealth”: using video conferencing software with audio capability and/or a separate software/device for audio (e.g. telephone, headset, etc.). Of note, telehealth establishes a formal provider-patient relationship used to maintain regular assessment, diagnostics, therapy, and/or prescription.

We will be utilizing Health Insurance Portability and Accountability Act (HIPAA) protected software to ensure that your protected health information is secure from unauthorized access and that confidentiality is maintained. This document serves as a consent form for treatment via telehealth in general.

### Benefits of Telehealth

Telehealth stands at the crossroads of cutting-edge technology and formal behavioral health services. You can expect the following benefits:

- 1) Telehealth eliminates barriers to accessing healthcare and provides an alternative means to obtain behavioral health services for patients who may otherwise have limited accessibility or encounter prolonged waiting lists in the community.
- 2) In addition to removing the burden of travel time to a physical medical office as well as the risks and costs associated with transportation, telehealth allows for flexible scheduling.
- 3) Telehealth offers a reduction of stigma by providing private treatment in the comfort of the patient’s personal space.
- 4) Telehealth can provide treatment to patients with disabilities and limited mobility without requiring extensive planning for transport.

## Limitations of Telehealth

While it is not possible to anticipate all the limitations of any treatment, you should consider the following when consenting to treatment via telepsychiatry:

- 1) Telehealth audiovisual equipment may experience technical difficulties.
- 2) While every precaution is taken to secure patient data and maintain confidentiality, the nature of electronic appointments results in additional exposure to security breaches.
- 3) Telehealth may not be suitable for certain illnesses that require higher levels of care.
- 4) Certain illnesses may not be adequately treated by telepsychiatry.
- 5) Due to law, controlled substances may not be prescribed solely through telehealth; current telehealth flexibilities have been extended through the end of the year 2025; patients on controlled substances will need to obtain an in-person provider when the new updated provisions and laws have been established. These substances are subject to addiction, abuse, and illegal diversion. As such, safer and lawful alternatives may be considered.

## Safety and Alternate Treatment Options

As telehealth is generally conducted remotely, safety protocols and alternate means of seeking help will be addressed in detail in your consultation. However, the following are generally accepted alternatives to treatment via telehealth:

- 1) You may elect to seek treatment in a more traditional, in-office visit with another provider. Note that current evidence via rigorous studies has shown that treatment via telehealth is equivalent to face-to-face visits with a psychiatric provider.
  
- 2) Pursuing treatment via telehealth is a decision made by you. If you choose to revoke your decision and pursue alternate treatment, you can withdraw your consent at any time. (Of course, we recommend discussing this decision with your provider first. We also recommend establishing your next provider prior to termination to eliminate any gaps in treatment.)

## Required Information at Every Visit

- 1) Name, location, and telephone number of the patient at the time of the session. This is to ensure that your provider is aware of alternative means of treatment should an emergency occur. You must be present in one of the states where the provider is licensed to practice at the time of service. Medication refills will not be sent by the provider to retail pharmacies where the provider is not licensed to practice.

## Rights and Responsibilities of the Provider and Patient

- 1) We will require a physical examination to be completed by the patient's primary medical doctor or

provider and medication conditions to be managed by the patient's primary medical doctor or provider.

2) We reserve the right to assess the suitability and appropriateness of telehealth candidates due to the potential limitations of the treatment modality mentioned above.

3) In the event of imminent danger, the provider is legally and ethically bound to report information to authorities, family members, or others, to minimize potential harm.

4) 24-hour notice is required for all cancelations. The patient will not be refunded the appointment fee without proper notice.

#### Consent

1) The patient understands that he/she consents to behavioral health evaluation and treatment via telehealth or in-person.

2) The patient understands that no results can be guaranteed, despite our best efforts to deliver care.

3) The patient understands that they can ask questions about telehealth or any aspects of the evaluation and treatment at any time.

## Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness Psychotropic Medication Consent

#### Practice Name:

Dominique Sanders Nursing Corporation, DBA Raelin Bright Wellness

#### Informed Consent for Psychotropic Medications

By electronically signing this form, I verify that I voluntarily consent to receive prescriptions from my provider for psychiatric medications as a part of my treatment with Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness, I also confirm that I understand and voluntarily agree to the following.

1. I am entitled to receive information about the medications I am prescribed and understand that this practice may not be set up to prescribe controlled substances in my state of residence, nor within the mileage radius regarding the provider's office location and patient's residential location; controlled substance provisions are currently in place in the select state(s) and mileage-radius, contingent of DEA and state regulations. I also understand that the select states are listed on the intake form for recent updates at the time of my enrollment. I also understand that I will not receive medication refills or prescriptions for benzodiazepines, as this practice is a benzodiazepine-free practice.

2. I understand that information about my medications will be provided in oral, and electronic form by my provider before any medication is prescribed.

3. I understand that my prescriber of record will also ask me to provide voluntary verbal consent for any new medications, medication changes, and/or the discontinuation of medications before they are ordered. Such verbal consent confirms that information about my medications was explained to my satisfaction and will be binding, as noted in my health record.

4. I understand psychotropic medications may have risks that include side effects, age-related risks, rare and potentially life-threatening side effects, as well as fetal risk for pregnant women and breastfeeding women. If I am a woman and have a possibility of pregnancy or breastfeeding, I understand that I must tell my provider immediately to assess the risks and benefits of taking my prescribed medications. I understand that I may also be provider a resource for additional perinatal psychiatric providers if pregnant or planning to become pregnant while on psychotropic medication.

5. I acknowledge my right to refuse any medication dose or withdraw my consent for medications at any time.

6. I understand that having psychotropic medications prescribed by a non-Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness provider, except in a psychiatric urgency or emergency that warrants it, may result in immediate discharge and end my patient-provider relationships with Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness. Upon such discharge, I understand that I will be given a list of alternate providers in my area from which I may choose for the continuation of my psychiatric care. I understand I am responsible for making those appointments immediately to prevent gaps in my care.

7. I understand that I can print or request a copy of this consent form at will.

### **Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness Practice Policies**

#### **Practice Name:**

Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness

#### **Practice Policies**

**Practice policy updates can be found on our website [www.raelinbrightwellness.com](http://www.raelinbrightwellness.com) and are updated accordingly.**

PLEASE READ THIS DOCUMENT CAREFULLY

Raelin Bright Wellness and/or its affiliates located at [www.raelinbrightwellness.com](http://www.raelinbrightwellness.com) from which you may purchase services ("Schedule Now" or "Book Now"; not limited to), or call, email, or any method of contact to book an appointment.

**Scheduling of all appointments must be done by the actual person seeking services. Due to legal and ethical reasons, other representatives are not allowed to schedule appointments for another individual; potential patients can NOT schedule visits using someone else's name, phone number, email address, date of birth, or any other information; should this occur, the appointment will be canceled, and the contact method will be banned for rescheduling at this practice.**

**There are no refunds for any services provided.**

#### **BILLING, FEES, APPOINTMENTS, NO-SHOWS, TARDINESS, CANCELLATIONS**

(1) Please remember to cancel or reschedule **24 hours in advance**. If you cancel or reschedule your appointment in less than 24 hours, this is considered a **No-Show and a \$150 fee**. Being **more than 10 minutes late** is also considered a no-show and incurs a **\$150 fee**. You will be responsible for a **\$150 fee** if you cancel less than 24 hours before the appointment or do not attend. Excessive No-Shows can result

in being discharged from this practice. I understand that a courtesy call may be provider and not guaranteed due to the staff's busy schedule; a courtesy email and text of the appointment Zoom link may be resent via Text or email; it is not this practice's responsibility to ensure my phone service carrier accepts text messages. I also understand that it is not this practice's responsibility to ensure my service connections receive emails. I understand that it is my responsibility to be aware of the date and time of my scheduled appointment.

(2) **NEW PATIENTS, POTENTIAL PATIENTS, OR RETURNING PATIENTS:** Practice consent, consent forms, new patient intake forms, and insurance name and identification/group numbers **MUST** be completed **within 24 hours** of scheduling your appointment to prevent cancellation. If your appointment is scheduled **LESS** than 24 hours away, your online paperwork is due **TODAY** (the same-day you scheduled the appointment), to allow time for insurance verification. Invoices not paid by the deadline listed on the invoice are subject to the cancellation of your requested appointment. Appointments are subject to a sooner cancellation if your scheduled appointment is less than 3 business days away with incomplete items needed for onboarding.

(3) You have a 10-minute grace period before being considered a No-Show and/or Late. Scheduling an appointment reserves space on the calendar for you, preventing others from booking your scheduled appointment. Showing up for an appointment after the 10-minute grace period is considered late. You will be charged a \$150 no-show fee. Appointments can be rescheduled after you have paid the no-show fee.

(4) The standard meeting time for appointments is between 15-60 minutes. It is up to you, however, to determine the length of time of your sessions. Requests to change the session need to be discussed with the provider to be scheduled in advance. Appointments may be weekly, bi-weekly, every 3 weeks, or monthly in the early stages of treatment; scheduling appointments further out is considered carefully based on your progress and stability. For safety and ethical reasons, all patients must maintain a visit with the provider at this practice at least once every 90 days to prevent discharge from this practice.

(5) \*\* You are responsible for contacting your insurance carrier to understand your insurance and telehealth (videoconference) eligibility benefits. If you have an appointment and are seen during your scheduled appointment time and later realize your insurance does **NOT** cover your scheduled visit-you will be charged the full visit costs. \*\*

(6) All outstanding balances and invoices are expected to be paid in full before your scheduled appointment, 2 business days in advance, to prevent cancellation of your upcoming scheduled visit.

(7) You will notify Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness immediately of any changes to your credit card. You acknowledge that you are fully responsible for all services received and any late fees accrued at Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness.

(8) You are responsible for any unpaid balances; all balances must be paid prior to any visit to prevent cancellation of your requested appointment and prior to rescheduling any visit.

(9) All onboarding items are due prior to your upcoming visit (within 24 hours; If your appointment is scheduled **LESS** than 24 hours, your online paperwork is due **TODAY**, to allow time for insurance verification); unpaid balances must be paid for onboarding to be considered complete to prevent cancellation of your requested appointment.

(10) We use third-party billing systems, including Alma and Headway. Each patient is responsible for understanding their health insurance benefits. To prevent cancellation of your requested appointment: Alma/ Headway insurance enrollment must be completed within 24 hours after the onboarding form has been submitted; same-day if the appointment is less than 24 hours away; this is needed to prevent cancellation of your requested appointment.

(11) Unpaid balances may result in you being reported to a collections agency after 60 days.

(12) Incompletion of requested items will result in cancellation of the appointment if not received by the deadline prior to the appointment; this includes (not limited to) incomplete intake form, unpaid balances, invalid or expired credit card on file, or incomplete requested forms.

(13) We DO NOT take any Medicaid/Medi-Cal plans and cannot take Medicare plans (nor cash from these recipients). Medicare members need to seek a Medicare provider.

(14) Recordings of sessions are not permitted.

**THE INITIAL EVALUATION IS NOT A GUARANTEE THAT YOU ARE AN APPROPRIATE FIT TO CONTINUE IN OUR PRACTICE. THE PROVIDER WILL EVALUATE THE LEVEL OF CARE YOU NEED AND DETERMINE WHETHER OR NOT OUR PRACTICE IS ADEQUATE OR APPROPRIATE FOR YOUR NEEDS. IF IT IS DETERMINED THAT YOU NEED A HIGHER LEVEL OF CARE, APPROPRIATE INSTRUCTIONS AND RESOURCES WILL BE PROVIDED.**

**COST OF VISITS (ALL PAYMENTS, INCLUDING COPAYS, ETC ARE DUE BEFORE ALL APPOINTMENTS; APPOINTMENTS WILL NOT START WITHOUT YOUR PAYMENT RECEIVED).**

- 1) Initial Evaluation (50-60 minutes) is \$350 (For self-pay or non-insurance covered services)
- 2) Follow-up Visit (15-30 minutes) is \$195 (For self-pay or non-insurance covered services)
- 3) Extended Follow-Up Visit (45-50 minutes) is \$275 (For self-pay or non-insurance covered services)
- 4) No Shows/Late Cancellations (\$150)
- 5) Unpaid balances due or uncovered services

**COST OF VISITS MAY BE CHARGED PRIOR TO YOUR VISIT (AFTER THE 24-HOUR CANCELLATION WINDOW).**

### **Credit Card Authorization**

Upon receipt of entering my credit card (including debit or HSA card) information and my signature in this consent form, I authorize Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness to bill all charges for which I am financially responsible, including no-show visits. I further understand that my credit card (including debit or HSA card) will be charged for any outstanding balance. Subsequently, I authorize Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness to bill my account **balance** to my credit card immediately, and thereafter in the event a balance exists; the ACH payment method on file (ie via Stripe, or the designated Electronic Medical Record payment system ) may be used as well to collect payment. I understand that my credit card (including debit or HSA card) will not be charged if I choose to pay for treatment before the scheduled time of each appointment unless I request for my credit card (including debit or HSA card) to be charged prior to the scheduled visit.

The system will initiate a 1 cent (\$0.01) pre-authorization transaction to ensure the card (including debit or HSA card) is valid and immediately void the transaction. No funds will be withdrawn from the account, although you will see a pre-authorization in your statement.

I will notify Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness immediately of any changes to my credit card (including debit or HSA card). I acknowledge that I am fully responsible for all services received and any late fees accrued at Raelin Bright Wellness, LLC/Dominique Sanders Nursing Corp.

#### **DISABILITY, TRANSPORTATION, UTILITY COMPANY, etc. PAPERWORK**

(1) Disability of any kind will not be filled out by any provider at Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness. If you have been serviced by Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness, YOUR RECORDS and/or A DIAGNOSIS LETTER can be provided. Please utilize your psychologist, therapist, counselor, primary care provider or disability caseworker for the completion of disability paperwork.

(2) Letter request fee for work, school, etc., is **\$50** per request. Correspondence may take up to 5-7 business days to be completed. You may seek another provider to complete these ie your primary care provider, your therapist etc instead if you wish not to comply.

3) FMLA/STD (short-term disability) may be completed for established patients. Each work leave form is **\$185** per form and per occurrence; we do Not guarantee approval by your case manager. You may seek another provider to complete these ie your primary care provider, your therapist etc instead if you desire.

4) We do NOT certify disability nor complete EDD requests or long-term disability. Contact your disability worker or occupational medical examiner for these requests to be completed by them or another provider.

5) ADA accommodation forms may be completed for established patients; a patient must have had at least 2-3 visits at this practice prior to completion of these forms during the appointment for adequate assessment for these requests. You may seek another provider to complete these ie your primary care provider, your therapist etc instead if you wish not to comply.

We are NOT able to provide letters for:

Letters for Gender affirming-care

Emotional Support Animal Letters

Jury duty excusal

Residential Accommodations

Military evaluations

Insanity plea

Inability to pay child support

Competency to stand trial or competency in any capacity

Ability to use public transportation

Ability to perform duties of the job (reasonable accommodations can be discussed; a form is required by your employer)

Approval for cannabis use in residential or hospital settings

Approval for firearms

## WHAT WE DO NOT TREAT

- For safety and appropriate care, the following conditions we cannot treat and are not resourced to provide:
  - Active Suicide or Active Self-Harm
  - Homicidal Thoughts
  - Autism Assessments
  - Active Psychosis
  - Substance Abuse
  - Traumatic Brain Disorders
  - Individuals Under Age 18
  - Anorexia and Bulimia
  - Non-verbal Learning Disorders
  - Recent Psychiatric Hospitalizations
  - Recent Suicide Attempts

We DO NOT conduct Autism Assessments.

We CANNOT prescribe medication to those using Mushrooms, Psilocybin, LSD, Microdosing or MDMA, Methadone, Suboxone, etc for your SAFETY.

We prescribe medication in a supportive way. If you are looking for a therapist instead of medication, we do not currently have a therapist.

## ALL SCHEDULED VISITS

(1) Three no-shows will jeopardize your ability to continue receiving care from Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness .

(2) You are responsible for selecting appointment notification reminders through text, voice and/or email appointment reminders. You have to choose the form of preferred appointment reminders. If you cannot keep your appointment, please have the courtesy to cancel your appointment at least 24 hours in advance.

Late cancellations (less than 24 hours of scheduled appointment) or no-shows is a \$150 charge. Appointments will not be rescheduled without a late charge/cancellation payment. Repeated cancellations/no-shows may result in termination from this practice.

When you schedule an appointment, that time is reserved for you; this requires your provider to be available and prevents others from being scheduled during your appointment time. These charges cannot be billed to insurance and are your responsibility. Your appointment can be rescheduled once your balance is paid in full.

Please allow 1-2 business days for your insurance plan to be verified.

## MEDICATION REFILLS

(1) Medication refill outside of the appointment schedule requires a **\$35** fee.

(2) Schedule an appointment if you have side effects with your medications. Medications will NOT be adjusted or changed without a visit, which includes an assessment. Controlled substances: the rules and regulations will be followed to the fullest extent, with grounds of termination or disqualification of receiving controlled substances at this practice if divergent activity is suspected. The provider at Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness will always check the online



prescription monitoring program before any refill on a controlled substance. An appointment will be required to receive a prescription for a controlled substance.

**(3) We do not prescribe benzodiazepines of any kind. Certain hypnotics may not be prescribed. Due to changing laws, we may not prescribe controlled substances of any kind to your state.**

## TELEPHONE ACCESSIBILITY/COMMUNICATIONS

(1) If an emergency arises, please call 911 or any local emergency room.

If you need to contact your provider between appointments, please leave a message on Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness secure voice mail or secure email: [info@raelinbrightwellness.com](mailto:info@raelinbrightwellness.com) to reach a team member. If your provider is not immediately available, they may attempt to contact you within 72- hours, excluding holidays, office closures or weekends. **If an emergency arises, please call 911 or go to any local emergency room.**

Discussion of medical emergencies and clinical discussion is inappropriate to take place via email, text, appointment reminders, EMR messenger, EMR portal, or any place outside of an appointment with the provider. Do not use messaging portals in attempt to contact your provider, as they will Not see the messages.

Call 911 for all emergencies. If you received emergency help and need to update us or need a sooner follow-up appointment you may inform us via phone call at 725-234-2215 or email: [info@raelinbrightwellness.com](mailto:info@raelinbrightwellness.com) to make inquiries regarding appointments, scheduling, and other information updates for the provider outside of scheduled appointments. Allow up to 72 hours, excluding holidays, office closures or weekends for a response from the team.

Office hours are Monday-Friday 9 AM PST-5 PM PST, excluding holidays, weekends, or office closures.

## PHYSICAL LOCATION

To receive telehealth services, you must reside and currently be in the designated state where Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness provides services at the time of service.

## SOCIAL MEDIA AND TELECOMMUNICATION

Due to the importance of your confidentiality and the importance of minimizing dual relationships, Your provider will not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc.). Adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when you meet with your provider to talk more about it.

## ELECTRONIC COMMUNICATION

We cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, we will do so through secure messaging within the EMR or Patient Portal or secure email: [info@raelinbrightwellness.com](mailto:info@raelinbrightwellness.com). While we may try to return messages in a timely manner, we cannot guarantee immediate response and request that you do not use these communication methods to discuss therapeutic content and/or request assistance for emergencies. Allow 72 hours for a response, excluding weekends or holidays.

If you and your provider choose to use information technology for some or all of your treatment, you need to understand that: (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. (2) All existing confidentiality protections are equally applicable. (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee. (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent. (5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to treatment, better continuity of care, and reduction of lost work time and travel costs.

Effective treatment is often facilitated when the provider gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Providers may make clinical assessments, diagnoses, and interventions based not only on direct verbal or auditory communications, written reports, and third-person consultations but also on direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the provider's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition, including deformities, apparent height, and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming, and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of speech and facial or bodily expression. Thus, potential consequences include the provider not being aware of what he or she would

consider important information that you may not recognize as significant to present verbally to the provider.

## **TERMINATION**

Ending relationships can be difficult. Therefore, it is important to have a termination process to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. We may terminate treatment if we determine that the psychiatric treatment is not being effectively used, you need a higher level of care, if you have aggressive behavior or if you are in default on payment. Termination of care may also happen if the working relationship is no longer therapeutic. We will not terminate the therapeutic relationship without first discussing and exploring the reasons via videoconference, email or notifying you by certified mail and the purpose of terminating. If you are non-compliant with mandatory treatment recommendations (labs, PCP visits, urine drug screens, follow-up visits, etc.) or if you need a higher level of care, you are subject to termination. If your treatment is terminated for any reason or you request another provider, we will provide you with a list of qualified mental health providers, directories or defer you to your insurance carrier to treat you. You may also choose someone on your own or from another referral source.

Should you fail to schedule an appointment every 90 days, unless other arrangements have been made in advance, for legal and ethical reasons, we must consider the professional relationship discontinued or terminated; you would be presumed as discharged from the practice and an extended visit or initial evaluation, along with signed consent for treatment (required again once discharged) would be required, should you decide to return to this practice.

## Notice of Privacy Practices

### Practice Name:

Dominique Sanders Nursing Corporation/DBA Raelin Bright Wellness

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

## 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.**

### ABOUT THIS NOTICE

The Health Insurance Portability & Accountability Act of 1996 ("HIPAA") requires that all medical records and other individually identifiable health information must be kept properly confidential. This Notice explains the ways in which I may use and disclose your health information, and your related rights as a patient. I am required by law to follow the terms of this Notice so long as it remains in effect. Feel free to ask questions about this Notice at any time.

### WHAT IS PROTECTED HEALTH INFORMATION ("PHI")

PHI is information that individually identifies you. It includes records that we create or obtain from you or from another health care provider, health plan, your employer, or a health care clearinghouse regarding:

- Your past, present, or future physical or mental health or conditions,
- The provision of health care to you, or
- The past, present, or future payment for your health care.

### HOW WE MAY USE AND DISCLOSE YOUR PHI

We may use and disclose your PHI in the following circumstances:

- **Treatment.** We may use or disclose your PHI to give you medical treatment or services and to manage and coordinate your medical care. For example, your PHI may be provided to a physician or other health care provider (e.g., a specialist or laboratory) to whom you have been referred to ensure that the physician or other health care provider has the necessary information to diagnose or treat you or provide you with a service.
- **Payment.** We may use and disclose your PHI in order to bill for the treatment and services you receive from me and to collect payment from you, a health plan, or a third party. This use and

disclosure may include certain activities that your health insurance plan may undertake before it approves or pays for the health care services We recommend for you, such as making a determination of eligibility or coverage for insurance benefits, reviewing services provided to you for medical necessity, and undertaking utilization review activities. For example, we may need to give your health plan information

about your treatment in order for your health plan to agree to pay for that treatment.

**Health Care Operations.** We may use and disclose PHI for my health care operations. For example, we may use your PHI to internally review the quality of the treatment and services you receive and to evaluate my own performance. We may also disclose information to my professional associates for educational and learning purposes.

- **Appointment Reminders/Treatment Alternatives/Health-Related Benefits and Services.** We may use and disclose PHI to contact you to remind you that you have an appointment for medical care, or to contact you to tell you about possible treatment options or alternatives or health related benefits and services that may be of interest to you.
- **Minors.** We may disclose the PHI of minors to their parents or guardians unless otherwise prohibited by law.

**Business Associates.** We may disclose PHI to my business associates who perform functions on my behalf or provide me with services if the PHI is necessary for those functions or services. For example, We may use another company to do my billing, or to provide transcription or consulting services. All of my business associates are obligated, under contract with me, to protect the privacy and ensure the security of your PHI.

**To Avert a Serious Threat to Health or Safety.** We may use and disclose PHI when necessary to prevent a serious threat to your health or safety or to the health or safety of others.

- **Public Health Risks.** We may disclose PHI for public health reasons in order to prevent or control disease, injury or disability; or report births, deaths, suspected abuse or neglect, non-accidental physical injuries, reactions to medications or problems with products.
- **Health Oversight Activities.** We may disclose PHI to a health oversight agency for audits, investigations, inspections, licensure, and similar activities that are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.
- **Workers' Compensation.** We may use or disclose PHI for workers' compensation or similar programs that provide benefits for work- related injuries or illness.
- **Coroners, Medical Examiners and Funeral Directors.** We may disclose PHI to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death.
- **Law Enforcement.** We may disclose PHI for law enforcement purposes, if all applicable legal requirements are met.
- **Military, Veterans, National Security and Intelligence.** If you are or were a member of the armed forces or national security or intelligence communities, We may be required by military command or government authorities to disclose PHI.
- **Lawsuits and Disputes.** If you are involved in a lawsuit or a dispute, we may disclose PHI in response to a court or administrative order, subpoena, discovery request, or other legal process initiated by someone involved in the dispute. We may also use or disclose your PHI to defend myself in the event of a lawsuit.

- As Required by Law. We will disclose PHI when required to do so by international, federal, state, or local law.

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- Family and Friends. We may disclose PHI to your family or friends if we obtain your verbal or signed permission. We may also disclose PHI to your family or friends if, given the circumstances, your permission is clearly implied. For example, We may assume that you agree to disclosure of PHI to your spouse if you bring your spouse with you into your appointment. In situations where you are not capable of giving consent (because you are not present, or due to your incapacity or medical emergency), We may, using my professional judgment, determine that a disclosure to your family member or friend is in your best interest. In that situation, We will disclose only PHI relevant to the person's involvement in your care.

#### YOUR RIGHTS REGARDING YOUR PHI

- Inspect and copy. You have the right to inspect and copy your PHI. We have up to 30 days to make your PHI available to you from the time of your request, and we may charge a reasonable fee for this service.
- Request Amendments. If you feel that the PHI in my records is incorrect or incomplete, you have the right to request an amendment. Such a request must be submitted to us in writing and must explain the reason for your request. In some cases, we may deny your request, in which case you have the right to file a statement of disagreement.
- Accounting of Disclosures. You have the right to request a list of the instances in which we have disclosed your PHI. Such a request must be submitted to me in writing, and we may charge a reasonable fee for this service.
- Receive Notice of a Breach. You have the right to be notified if your PHI is improperly disclosed.
- Request Restrictions. You have the right to request a restriction or limitation on the use and/or disclosure of your PHI for treatment, payment, health care operations, or other legal purposes described in this Notice. Such a request must be submitted to me in writing, and we are not required to agree to your request. If we do agree to your request, we will abide by it except as required by law, or to provide emergency treatment, or if you submit a written revocation of the restriction.
- Request Confidential Communications. You have the right to request that we communicate with you only in certain ways to protect your privacy. For example, you may request that we contact you by mail at a specific address or call you only at your work number. Such a request must be submitted to us in writing.
- Authorize Other Uses and Disclosures. Other uses and disclosures of PHI not covered by this Notice will be made only with your written authorization. If you provide an authorization, you may revoke it at any time by submitting a written revocation, and I will no longer disclose PHI under the authorization. Any disclosure made in reliance on your authorization before you revoked it will not be affected by the revocation.

- Copy of This Notice. You have the right to obtain a paper copy of this Notice from me upon request.
- Changes to This Notice. We reserve the right to change the terms of this Notice and to make the revised Notice effective for all PHI that we maintain. You may request a paper copy of the current Notice at any time. The current Notice is also posted online at frazeemd.com/policies.
- Complaints. If you believe your privacy rights have been violated, you may file a written complaint with the Office of Civil Rights at the Department of Health and Human Services. You will not be retaliated against for filing a complaint.

**BY SIGNING, I PLEDGE THAT I AM THE ACTUAL PERSON SCHEDULED SEEKING SERVICES AND NOT SIGNING UP UNDER ANOTHER REPRESENTATIVE.**

**BY SIGNING, I AM AGREEING THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT**

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Client Signature

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Date