

Alpenglow Mental Wellness, LLC

alpenglowmentalwellness.com | drburson@alpenglowmw.com

Phone: (208) 996-1153

INFORMED CONSENT FOR FINANCIAL POLICIES

- 1.) In the event of a declined credit/debit charge, Patient's account will be charged a \$25.00 service fee for each occurrence if the account is not paid in full within 48 hours of notification to the Patient by Alpenglow Mental Wellness, LLC via phone or portal message.
- 2.) The Patient must update expiring or invalid credit cards on file if a credit card is lost, changed or stolen.
- 3.) Past due accounts will incur \$50 if 7 days past due, \$75 for 30 days past due, and \$100 for 60 days past due at which time the patient's bill will be sent to collections.
- 4.) Fees are due at time of service unless a credit card is stored on file and can be charged for services.
- 5.) Any outstanding balance is due at the beginning of the appointment and if insufficient funds, appointment will be rescheduled.
- 6.) For new patient appointments, a \$125 deposit is required to hold appointment (reservation fee). Payment can be made through Luminello. Two business days are required to cancel or reschedule new patient appointments to prevent this from being charged. This charge is used towards the total fee for service in all instances where a Patient attends the appointment if paying cash and is refunded if the appointment is covered by insurance.
- 7.) For established patients, missed appointments or late cancellations without two business day's notice will incur a reservation charge for half the amount of the reserved appointment.
- 8.) As our providers are out-of-network for all insurances (unless expressly communicated), they will provide a transaction receipt and paid statement to the patient as requested to be sent to you in the patient portal after your appointment. You may submit these documents to your insurance company for potential reimbursement depending on your coverage. If you have special requests for how or where to deliver your statement please contact our office. Some questions to ask your insurance company:
 - a. What are my out of network benefits for Psychiatric Services with at Medical Doctor?
 - b. What percentage of my cost is covered after I meet my deductible?
 - c. How do I get reimbursed?
 - d. What are the allowable rates?
 - e. How does that affect reimbursement?
 - f. How do I get reimbursed?
- 9.) If your provider communicates that she does now take your insurance then it is ultimately the Patient's responsibility to ensure they are preauthorized (if needed) and the Patient is responsible for the amount of the copay in its entirety prior to the appointment by putting the necessary credit card information into Luminello. Where allowable, the patient is responsible for any additional fees not covered by their insurance.
- 10.) Special fees may be incurred for extended phone calls, documented preparation, legal cases, medical record handling. See website: <https://www.alpenglowmentalwellness.com/cost-for-services> fees for a complete list of these rates.
- 11.) I hereby authorize Alpenglow Mental Wellness, LLC to keep my financial account information on file through Luminello (via Bluefin) and to initiate debit or charge entries on this account as amounts are owed to Alpenglow Mental Wellness, LLC by me. I acknowledge that the origination of credit card or debit transactions to my account must comply with the provisions of U.S. law. I understand that a debit or charge may be made to my bank account or credit card account periodically to pay for amounts owed. If my bank account or credit information listed in my account changes for any reason, I will update my account in Luminello.
- 12.) This authorization shall remain in effect until Alpenglow Mental Wellness, LLC has received written notification via the patient portal or email from me of agreement's termination. Credit card authorization can be revoked with 10 days notice but any outstanding fees before then will be charged.
- 13.) I acknowledge my credit card will be stored and charged for future appointments. If card information is stored, billing will be conducted through Luminello and Bluefin after each appointment.

INFORMED CONSENT FOR ASSESSMENT AND TREATMENT AND GENERAL POLICIES

Welcome to our practice. Your agreement to the following terms and conditions is required for you to receive professional services from Alpenglow Mental Wellness, LLC. If you do not agree, we will be glad to give you referrals to other providers.

Alpenglow Mental Wellness clinical policies are outlined below. We approach our work as a partnership between you, the patient, and our clinical staff.

Alpenglow Mental Wellness, LLC is a limited liability company incorporated under the laws and statutes of the State of Alabama.

For all intents and purposes, “we” or “our” is referring to the company, Alpenglow Mental Wellness, LLC (also written as Alpenglow Mental Wellness), and “you” is referring to the patient.

1.) Contacting Alpenglow Mental Wellness

Patients may contact Alpenglow Mental Wellness by phone or email regarding general questions by calling (208) 996-1153 and info@alpenglowmw.com. If there are clinical questions (questions related to treatment or care) use the patient portal for communication (preferred) or call, do not use the general info email. We are equipped with voice mail but do not have an after hours on-call service. We will respond within 48 business hours. If the patient has an emergency or feels the issue cannot wait until we respond, then the patient should proceed to the nearest hospital emergency department or call 911 or call the National Crisis Hotline at 1-800-273-8255.

Alpenglow Mental Wellness will be closed several times during the year to permit staff to attend professional training and other time off. We will make every effort to notify patients of these closures in advance through the patient portal, email or telephone. The patient is to ensure appointments for medication refills are made at a minimum of two weeks prior to running out of medication supply. If an emergency occurs after hours or when Alpenglow Mental Wellness is otherwise closed, the patient is to seek care at the nearest hospital emergency department or call 911. During clinic closures, the patient may choose to seek a medication supply through their primary care provider, in the interim, until their Alpenglow Mental Wellness provider can see them.

Note, the providers at Alpenglow Mental Wellness at this time do not have admitting privileges to any hospital, nor are they affiliated with or on staff at any hospital. Should your provider deem more intensive services are needed than he or she can provide, they will do their best to ensure safety and obtain the appropriate level of care, but that care cannot be provided and we cannot guarantee the receipt or quality of care that others provide.

2.) Appointments and Documentation

Clinical care provided by Alpenglow Mental Wellness is by appointment only. The appointment reserves the provider’s time exclusively for that patient at that time. We require a reservation payment at the time of booking an appointment (see Informed Consent for Financial Policies for more information). If the patient contacts us to cancel an appointment, more than 2 business days in advance, we will refund the payment or apply it to the next scheduled appointment. If the patient does not show for an appointment or cancels less than 2 business days in advance, Alpenglow Mental Wellness will retain the charge, which will be equal to half the amount of the appointment fee with no refund to the patient. In instances where insurance may be covering the cost of the appointment, if a patient attends an appointment, the reservation fee will not be charged.

Alpenglow Mental Wellness does not participate with any insurance network at this time unless otherwise communicated. We cannot accept patients on Medicaid, according to state laws. We do not participate with Medicare but can enter into a contract with Medicare patients. Signing this consent indicates that the patient is not participating in Medicaid and will not seek reimbursement from Medicare.

All communication and clinical treatment will be documented in the patient chart. Both the law and the standards of the profession require such. You are entitled to receive a copy of these records, unless your provider believes that seeing them would be emotionally damaging. If this is the case, your provider will be happy to provide the records to an appropriate mental health professional of your choice, or to prepare an appropriate summary instead. Because client records are professional documents, they can be misinterpreted and can be upsetting. If you wish to see the records, you can review them with your provider so that the content can be discussed if you so choose.

Additional requested paperwork or phone calls requiring more than 5 minutes of work are charged at \$30 per 10 minute interval. This can include but is not limited to prior authorizations, medical records requests, forms, etc.

All active patients at Alpenglow Mental Wellness are required to be seen at least once every three months at a minimum unless ready to be transferred back to their referring provider.

Having an initial evaluation or consultation with one of our providers does not automatically imply that care will be continued or that a doctor-patient relationship is established on an ongoing basis. The appropriateness of assuming care for the patient will be determined after the initial assessment.

3.) Medications

Providers with Alpenglow Mental Wellness can regularly check the Washington Controlled Substance Database (or applicable state database such as the Prescription Drug Monitoring Program), which documents controlled substance prescriptions throughout the state. These database prevent duplication of controlled substances prescriptions to patients and also alerts our providers to discrepancies with the reported medication history. Specific individuals may access this information for limited purposes. Misrepresenting or not disclosing what medications you have been prescribed is grounds for termination from the clinic. If prescribed medications, the doctor will provide you with enough medication to last until the next recommended appointment time and refills outside of appointment times, especially controlled prescriptions (must be seen in person to initiate) are very limited and in no way guaranteed. If on controlled substances, patients may be randomly asked to have a urine drug screen and if there is concern for recreational drug use concomitant to controlled substance use or any mishandling of controlled substances, this is grounds for termination.

4.) Clinical Care Termination

Either the patient or the provider may determine the need to terminate the ongoing clinical care. Every effort should be made to notify all parties in writing as early as possible to this decision. Alpenglow Mental Wellness may terminate care if the patient is not benefitting from our care or if any of the patient's responsibilities are not upheld. In the event of a termination of care, the patient should search the phone book or the Internet for possible providers in the area with whom they may seek care. Alpenglow Mental Wellness will also follow any termination of care guidelines per state law in addition to the procedure outlined above. In the event a patient has not returned for ongoing care, Alpenglow Mental Wellness will attempt to reach a patient to discuss continuing treatment, including a final written termination letter if continuation cannot be confirmed.

5.) Consent for Psychiatric Evaluation and/or Treatment

A.) **Consent to Evaluate/Treat:** You voluntarily consent that you will participate in mental health psychiatric evaluation and/or treatment by Dr. Rebecca Burson from Alpenglow Mental Wellness, LLC. You understand that following the evaluation and/or treatment, complete and accurate information will be provided concerning each of the following areas:

- a. The benefits of the proposed treatment
- b. Alternative treatment modes and services
- c. The manner in which treatment will be administered
- d. Expected side effects from the treatment and/or the risks of side effects from medications (when applicable)
- e. Probably consequences of not receiving treatment

Treatment will be conducted within the boundaries of Washington State Law for psychiatric treatment by a physician (or other state laws if applicable).

B.) **Benefits to Evaluation/Treatment:** Evaluation and treatment may be administered with psychological interview, psychotherapy, medication management, as well as expectations regarding the length and frequency of treatment. This provider participates in continued medical education and may adapt treatment guidelines as data suggests. It may be beneficial to me, as well as the referring professional, to understand the nature and cause of any difficulties affecting your daily functioning, so that appropriate recommendations and treatments may be offered. Uses of this evaluation include diagnosis, evaluation of recovery or treatment, estimating prognosis, and education and rehabilitation planning. Possible benefits to treatment include improved cognitive or academic/job performance, health status, quality of life, and/or awareness of strengths and limitations.

C.) **Potential Risks to Evaluation/Treatment:** Psychotherapy and mental health treatment has both benefits and risks. Possible risks include the experience of uncomfortable feelings (such as sadness, guilt, anxiety, anger, frustration, loneliness, or helplessness) or the recall of unpleasant events. Potential benefits include reduction in feelings of distress, better relationships, better problem-solving and coping skills, and resolution of specific problems. Given the nature of psychotherapy, it remains an inexact

science and no guarantees can be made regarding outcome. Medication management has risks and benefits commensurate to the risk profile of each medication and the interaction with other medications as well as interactions with our own pharmacokinetic and pharmacodynamics pathways.

- D.) Confidentiality, Harm, and Inquiry:** Information from your evaluation and/or treatment is contained in a confidential medical record through our Electronic Medical Record and you consent to disclosure for use by Alpenglow Mental Wellness staff for the purpose of continuity of your care. Per Washington mental health law (or applicable state and/or federal law), information provided will be kept confidential with the following exceptions. 1.) If you are deemed to present a danger to yourself or others; 2.) If concerns about abuse or neglect arise; 3.) If communicating to other health care providers is felt by Dr. Burson to be necessary for treatment coordination of care; or 4.) if a court order is issued to obtain records.
- E.) Right to Withdraw Consent:** You have the right to withdraw my consent for evaluation and/or treatment at any time by providing a written request to the treating provider.
- F.) Expiration of Consent:** This consent will expire with the termination of care or if revoked by patient.
- G.) Consultations/Evaluations/Second Opinions:** These types of appointments do not imply that there will be a doctor/patient treatment relationship beyond initial appointment recommendations unless agreed upon by patient and physician.

6.) Confidentiality

There is no guarantee of confidentiality under the following conditions:

- If I suspect you/your child are/is in imminent danger of harm to self or others, or a child or elderly person is being abused or neglected (as I am a mandated reporter)
- If a court orders a release of information
- If you initiate a malpractice lawsuit, or a billing dispute with a financial institution
- If your insurance company requests to review your/your child's case
- If you pay by credit card, my name will appear on your credit card statement
- If you do not pay your bill, your balance due statement (including diagnostic and procedural codes) may be sent to a collections agency or other responsible party
- Between me and my administrative staff, or colleagues with whom I consult professionally
- You confirm you have reviewed my HIPAA privacy practices here: <https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html> or <https://www.hhs.gov/hipaa/index.html>

Please refer to the "Privacy Policy" for Alpenglow Mental Wellness, LLC paperwork for further detail and consent.

In addition to what is located in the Privacy Policy, this informed consent is to communicate that the Electronic Medical Record used for patient notes *does* include psychosocial information (which may include history of substance abuse) as well as health history (which may include HIV status). To ensure patient privacy and reduce the risk of information breach, no additional psychotherapy notes are retained. The notes in the Electronic Medical Record will attempt to be discrete about sensitive material and generalize information. However, notes in the Electronic Medical Record are the main source of note taking and so it cannot be guaranteed that there will be no information in these records that the patient believes is sensitive. If the patient releases their medical record, it needs to be with the understanding that there may be sensitive psychosocial information in these records and the patient can choose to review the records prior to requesting release or ask for a more generalized summary of their care. This explanation is also provided explicitly in the Release of Information for Alpenglow Mental Wellness, LLC.

If you have paid for services "out of pocket", in full and in advance, and you request that we not disclose Personal Health Information (PHI) related solely to those services to a health plan, we will accommodate your request, except where we are required by law to make a disclosure. We are required by law to maintain the privacy of your PHI and to provide you the notice of our legal duties and our privacy practice with respect to PHI.

Our Responsibilities to the Patient

1. Confidentiality

All information shared with the providers at Alpenglow Mental Wellness is considered confidential and no information will be released without the patient's consent. This consent can be verbal or written release authorization. There are specific exceptions to this confidentiality as outlined above.

Additional Notes On Communication and Confidentiality:

Note that HIPAA does not require patient's to consent release to discuss the patient's personal health information with other providers on the patient's health care team (primary care provider or referring provider). Excellent medical care requires clear and consistent communication between the patient's providers. It is the patient's responsibility to communicate in writing if there is certain information in their medical record they expressly do not want communicated to their care team and this will be thoughtfully considered by the provider at Alpenglow Mental Wellness.

If the patient reports the behavior of another named provider who is possibly impaired from practice in some manner by cognitive, emotional, behavioral, or health problems, then the law requires we contact their licensing board.

Alpenglow Mental Wellness will use electronic communication (telephone, voicemail, text or email) to notify patients of relevant information (provider cancelled appointments, clinic closures or clinic policy changes, if a provider is trying to reach a patient) and if a patient is unavailable, *a message will be left unless otherwise told not to*. All clinically relevant information will be communicated through the portal. If the patient requests more specific clinically related information (lab results, clinical answers) be provided to the patient via electronic communication, the patient is considered adequately counseled on the confidentiality limitation of such mediums.

If the patient elects to communicate with Alpenglow Mental Wellness by email, please be aware that the email may not be guaranteed to be completely confidential which is why we encourage all clinical communication to be through the patient portal.

2. Competent, Compassionate, Holistic Care

We strive to offer highly competent, genuinely compassionate and holistic care to all our patients. We value and practice the integration of biological, psychological, social and spiritual understanding and intervention for our patients. There is much evidence-based and standard-of-care training in regards to biological, psychological and social interventions for which Alpenglow Mental Wellness adheres to. Although there is growing evidence for spiritual interventions, admittedly, the field is hard to study given its difficulty in defining immaterial aspects such as the soul, prayer, art, etc. Alpenglow Mental Wellness embraces integration of spiritual practice into its methodology if the patient desires of this and it is seen to be clinically helpful. This may include but not be limited to praying with a patient with expressed permission, discussing existential questions such as meaning of life in regards to various belief systems that encompass an afterlife, reading or sharing of scripture and expression of meaningful narrative through artistic endeavors. Signing this consent indicates that the patient acknowledges that Alpenglow Mental Wellness is committed to upholding the principles of holistic care and this may include aspects of treatment that are not as widely practiced in mainstream medicine but still felt to be therapeutic based on the preferences of the patient (translated, only when the patient desires this integration). We are founded on a Christian world-view and when a patient expresses this is their preference, we can offer care through this perspective. However, we remain open and respectful to patients of other faiths or no faith at all to seek care at Alpenglow Mental Wellness; in fact, we welcome this.

Our providers will strive to provide excellent clinical care for our patients. Providers will engage in ongoing clinical education and training to continually update and advance the care provided. Providers will conduct themselves according to high moral, ethical and legal standards.

We strive to show compassion to our patients. To this end we will seek the best for our patient's health and lives by offering the patient a professional and safe clinical environment, expert clinical consultation, healthy clinical boundaries and non-judgmental acceptance. We respect everyone's time and will ensure we start and end appointments on time. At times,

unanticipated events or emergencies may occur. If this happens, we will make every effort to notify you of the anticipated delay time and, if required, will reschedule you for the soonest available appointment with your provider.

The Patient's Responsibilities

1. Owning One's Health Journey

The patient is responsible for his or her own health. Ultimately, it is the patient who makes the choices that either promote healing and health or dysfunction and disease. The patient agrees to:

- A.** Present on time for the appointment. This respects everyone's time (yours, provide's and other patient's) and makes the most of the time reserved for your care.
- B.** Act in a mutually respectful manner with the Alpenglow Mental Wellness staff. No harassing, abusive or aggressive behavior (verbal or physical) will be tolerated. This may result in notification of the authorities and immediate termination of care with Alpenglow Mental Wellness.
- C.** Adhere to treatment recommendations (lifestyle modifications, home work, medication regimen, etc). Repetitive treatment non-adherence will be interpreted as the patient not desiring the care available from Alpenglow Mental Wellness. This may result in ending your clinical care with Alpenglow Mental Wellness and referral to other providers in the area.
- D.** Report any negative effects of provided treatment to the provider.
- E.** Pay for clinical care fees in full prior to the appointment (or have credit card information kept on file for charging).
- F.** Acknowledge that signing this consent indicates that it is part of routine care to share the patient's information with the patient's primary care provider to communicate ongoing care. This will ensure excellent health care for the patient. Also, in the event of an Alpenglow Mental Wellness provider not being available (due to clinic closure or otherwise) or an emergency, the patient's primary care provider may have adequate information available to manage a patient's medications and condition and this will also help in the transition of care back to the referring provider if this is what the patient chooses to do.
- G.** Ensure if applicable, appointments are made for medication refill in advance of running out (minimum two weeks remaining of patient medication supply). Failure to contact us to schedule an appointment prior to this time may result in unwanted consequences. This may include the patient not getting a refill in time and possibly developing negative effects from abrupt discontinuation of medication.

NOTICE OF PRIVACY PRACTICES

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

I. MY RESPONSIBILITIES

Alpenglow Mental Wellness, LLC ("The Company" which also infers a provider from The Company) is required by law to maintain the privacy of your health information and provide you with this Notice of Privacy Practices. The Company will abide by the terms of this Notice of Privacy Practices; notify you if The Company cannot accommodate a requested restriction or request; and accommodate your reasonable requests regarding methods to communicate health information with you.

II. USES AND DISCLOSURES OF INFORMATION

Under federal law, The Company is permitted to use and disclose personal health information without authorization for treatment, payment and health care operations. Such information may include documenting your symptoms, examination, test results, diagnoses, treatment and applying for future care or treatment. It also includes billing documents for those services. *Under most circumstances, The Company will not share your PHI with anyone without your express permission.* However, this office is permitted by federal privacy laws to use and disclosure your PHI for purposes of treatment, payment, and health care operations.

DESCRIPTION OF "PROTECTED HEALTH INFORMATION" (PHI)

Protected health information ("PHI") is demographic and individually identifiable health information that will or may identify the patient and relates to the patient's past, present or future physical or mental health or condition and related health care services.

WHAT "HEALTH CARE OPERATIONS" INCLUDES

Alpenglow Mental Wellness, LLC
Website: alpenglowmentalwellness.com
Email: drburson@alpenglowmw.com
Mobile: (208) 996-1153

Health care operations include activities such as communications among health care providers, conducting quality assessment and improvement activities; evaluating the qualifications, competence, and performance of health care professionals; training future health care professionals; other related services that may be a benefit to you such as case management and care coordination; contracting with insurance companies; conducting medical review and auditing services; compiling and analyzing treatment outcomes for quality improvement.

HOW MEDICAL INFORMATION MAY BE USED

The Company uses medical records as a way of recording health information, planning care and treatment and as a tool for routine health care operations. Your insurance company may request information such as procedure and diagnosis information that The Company is required to submit in order to bill for treatment provided to the patient. Other health care providers or health plans reviewing your records must follow the same confidentiality laws and rules required of us. Patient records are also a valuable tool used by researchers in finding the best possible treatment for diseases and medical conditions. All researchers must follow the same rules and laws that other health care providers are required to follow to ensure the privacy of patient information. Information that may identify patients will not be released for research purposes to anyone without written authorization from the patient or the patient's parent or legal guardian.

HOW MEDICAL INFORMATION MAY BE USED FOR TREATMENT, PAYMENT OR HEALTHCARE OPERATIONS

- Medical information may be used to justify needed patient care services, (i.e., lab tests, prescriptions, treatment protocols, research inclusion criteria).
- The Company will use medical information to establish a treatment plan.
- The Company may disclose protected health information to another provider for treatment (i.e. referring physicians, specialists and providers, therapists, etc.).
- The Company may submit claims to your insurance company containing medical information and The Company may contact their utilization review department to receive precertification (prior approval for treatment). The Company will submit only the minimum amount of information necessary for this purpose.
- The Company may disclose health information for health care operations. For example, The Company may use your PHI for quality assessment, training programs, credentialing, medical review, etc. The Company will share only the minimum amount of PHI necessary for these duties.
- The Company may use the emergency contact information you provided to contact you or that individual in the case of a suspected emergency.
- The Company may contact you to remind you of the patient's appointment by calling.
- The Company may contact you to discuss treatment alternatives or other health related benefits that may be of interest.

HOW MEDICAL INFORMATION MAY BE DISCLOSED WITHOUT REQUIRING AUTHORIZATION

In addition to uses and disclosures related to treatment, payment, and health care operations, The Company may also use and disclose your *personal information without authorization for the following additional purposes*:

- **Abuse, neglect or domestic violence:** As required or permitted by law, The Company may disclose health information about you to a state or federal agency to report suspected abuse, neglect or domestic violence. If such a report is optional, The Company will use its professional judgment in deciding whether or not to make such a report. If feasible, The Company will inform you promptly that such a disclosure has been made.
- **Appointment reminders and Other Health Services:** The Company may disclose your PHI to remind you about an appointment or to inform you about treatment alternatives or other health related benefits and services that may be of interest to you, such as case management or care coordination.
- **Communicable diseases:** To the extent authorized by law, The Company may disclose information to a person who may have been exposed to a communicable disease or who is otherwise at risk of spreading a disease or condition.
- **Coroners, medical examiners and funeral directors:** The Company may disclose health information about you to a coroner or medical examiner, for example, to assist in the identification of a decedent or determining cause of death. The Company may also disclose health information to funeral directors to enable them to carry out their duties.
- **Food and Drug Administration:** The Company may disclose your PHI to the FDA or an entity regulated by the FDA, in order, for example, to report an adverse event or a defect related to a drug or medical device.
- **Health oversight:** The Company may disclose your PHI for oversight activities authorized by law or to an authorized health oversight agency to facilitate, auditing, inspection, or investigation related to our provision of health care, or the health care system.
- **Judicial or administrative proceedings:** The Company may disclose your PHI in the course of a judicial or administrative proceeding, in accordance with our legal obligation.
- **Law enforcement:** The Company may disclose your PHI to a law enforcement official for certain law enforcement purposes. For example, The Company may report certain types of injuries as required by law, assist law enforcement to locate someone such as a fugitive or material witness or make a report concerning a crime or suspected criminal conduct.

- **Personal representative:** If you are an adult or emancipated minor, The Company may disclose your PHI to a personal representative authorized to act on your behalf in making decisions about your health care.
- **Public health activities:** As required or permitted by law, The Company may disclose your PHI to a public health authority, for example, to report a disease or death.
- **Public safety:** Consistent with our legal and ethical obligations, The Company may disclose your PHI based on a good faith determination that such disclosure is necessary to prevent a serious and imminent threat to the public or to identify or apprehend an individual sought by law enforcement.
- **Required by law:** The Company may disclose your PHI as required by federal, state or other applicable law.
- **Specialized government functions:** The Company may disclose your PHI for certain specialized government functions as authorized by law. This includes military command, determination of veteran's benefits, national security and intelligence activities, protection of the President and other officials, and the health, safety and security of correctional institutions.
- **Workers compensation:** The Company may disclose health information about you for purposes related to workers compensation as required and authorized by law.
- **Serious threat:** The Company may disclose your PHI to avert a serious threat to health or safety consistent with applicable law to prevent or lessen a serious imminent threat to the health or safety of a person or the public.
- Other uses and disclosures will be made only with your written authorization and you may revoke that authorization in writing as below (see "your rights").

III. YOUR RIGHTS

Under law, you have certain rights regarding the health information that I collect and maintain about you.

1. You have the right to inspect and copy your health information.

This means you may inspect and obtain a copy of your PHI that is contained in a "designated record set" for so long as The Company maintains the PHI. A designated record set contains medical and billing records and any other records that we use in making decisions about your healthcare. You may not however, inspect or copy the following records: psychotherapy and psychosocial notes; information compiled in reasonable anticipation of, or use in, a civil, criminal or administrative action or proceeding, and certain PHI that is subject to laws that prohibit access to that PHI. Depending on the circumstances, a decision to deny access may be reviewable. In some circumstances, you may have the right to have this decision reviewed. Please contact our Privacy Officer if you have questions about access to your medical record.

2. You have the right to request a restriction of your health information.

This means you may ask us to restrict or limit the medical information The Company uses or discloses for the purposes of treatment, payment or healthcare operations. We are not required to agree to a restriction that you may request. The Company will notify you if your request is denied. If The Company agrees to the requested restriction, we may not use or disclose your PHI in violation of that restriction unless it is needed to provide emergency treatment. You may request a restriction by contacting our Privacy Officer (Dr. Rebecca Burson).

3. You have the right to request to receive confidential communications by alternative means or at alternative locations.

The Company will accommodate reasonable requests. We may also condition this accommodation by asking you for an alternative address or other method of contact. The Company will not request an explanation from you as the basis for the request. Requests must be made in writing to our Privacy Officer.

4. You have the right to request amendments to your health information.

This means you may request an amendment of PHI about you in a designated record set for as long as I maintain this information. In certain cases, The Company may deny your request for an amendment. If your request is denied, you have the right to file a statement of disagreement with our Privacy Office and the Company may prepare a rebuttal to your statement and will provide you with a copy of this rebuttal. If you wish to amend your PHI, please contact our Privacy Officer. Requests for amendment must be in writing.

5. You have the right to receive an accounting of disclosures of your health information.

You have the right to request an accounting of certain disclosures of your PHI. This right applies to disclosures for purposes other than treatment, payment or healthcare operations as described in this Privacy Notice. The Company is also not required to account for disclosures that you requested, disclosures that you agreed to by signing an authorization form, to family or friends involved in your care, or certain other disclosures we are permitted to make without your authorization. The request for an accounting must be made in writing to our Privacy Officer. The request should specify the time period sought for the accounting. The Company is not required to provide an accounting for disclosures that take place prior to April 14, 2003. Accounting requests may not be made for periods of time in excess of six years.

6. You have the right to receive a paper copy of this Notice of Privacy Practices.

7. You have the right to revoke authorizations that you made previously to use or disclose information.

You can accomplish this by delivering a written revocation to our office, except to the extent information or action has already been taken.

8. You have the right to file a complaint.

If you believe your privacy rights have been violated, you may file a written complaint by mailing it or delivering it to me.

You may complain to the Secretary of Health and Human Services (HHS) by writing to Office for Civil Rights, US

Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building, Washington, DC 20201; by calling 1-800-368-1019; or by sending an email to OCRprivacy@hhs.gov. The Company cannot and will not make you waive your right to file a complaint as a condition of receiving care or penalize you for filing a complaint. **In order to exercise any of your rights described above, you must submit your request in writing to The Company (with the exception of #8). If you have any questions about your rights, please speak with The Company in person or by phone during normal office hours.**

IV. COMMON QUESTIONS

1. WHY DO I HAVE TO SIGN A CONSENT FORM?

When you, as the patient or the parent or guardian of a patient, sign a consent form, you are giving us permission to use and disclose protected health information for the purposes of treatment, payment and health care operations. This permission does not include psychotherapy notes, psychosocial information, alcoholism and drug abuse treatment records and other privileged categories of information which require a separate authorization. You will need to sign a separate authorization to have protected health information released for any reason other than treatment, payment or healthcare operations.

2. WHAT ARE PSYCHOTHERAPY NOTES?

Psychotherapy notes are notes recorded (in any medium) by a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session that are separated from the rest of the patient's medical record. Psychotherapy notes exclude medication prescription and monitoring, counseling session start and stop times, modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date. The Company does not utilize psychotherapy notes.

3. WHAT IS PSYCHOSOCIAL INFORMATION?

Psychosocial information is information provided regarding your family's social history and counseling services you have received.

4. WHY DO I HAVE TO SIGN A SEPARATE AUTHORIZATION FORM?

In order to release patient protected health information for any reason other than treatment, payment and health care operations, The Company must have an authorization signed by the patient or the parent or guardian of the patient that clearly explains how they wish the information to be used and disclosed. The Release of Information for The Company clearly states what is subject to being released including psychosocial information and various options to include custom options for how to limit the Release of Information.

5. CAN I CHANGE MY MIND AND REVOKE AN AUTHORIZATION?

You may change your mind and revoke an authorization, except (1) to the extent that The Company has relied on the authorization up to that point, (2) the information is needed to maintain the integrity of the research study, or (3) if the authorization was obtained as a condition of obtaining insurance coverage. All requests to revoke an authorization should be in writing.

V. REVISIONS OF THIS NOTICE

The Company reserves the right to amend the terms of this Notice. If this Notice is revised, the amended terms shall apply to all health information that The Company maintains, including information about you collected or obtained before the effective date of the revised Notice. If the revisions reflect a material change to the use and disclosure or your information, your rights regarding such information, our legal duties, or other privacy practices described in this Notice, The Company will promptly distribute the revised Notice, post it in the waiting area(s) or our office and make copies available to our patients.

CONSENT TO PARTICIPATE IN TREATMENT BY TELEMEDICINE

1. I understand that telemedicine is different from traditional medicine in that sessions will occur remotely via the HIPAA-compliant video teleconference (VTC) platform Doxy.me or equivalent (e.g. Spruce, Virtual Therapy Connect, etc). I am familiar with the technology required for conducting telemedicine sessions and I will conduct all sessions from a private, well-lit location (and from my home if required by insurance).

2. I understand that some benefits of telemedicine include increased access to medical care and my personal convenience. I understand that some of the risks include (a) the possibility of failure of VTC technology such that appropriate medical decision-making becomes impossible and (b) breach of confidentiality due to encryption failure or legal or illegal investigation.

3. I understand that there may be technical limitations associated with receiving treatment via telemedicine; equipment may fail and my doctor may determine at any time that the quality of the connection is not sufficient to continue. I will provide (and will be provided) a backup telephone number to use in case of VTC failure.

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Email: drburson@alpenglowmw.com
Mobile: (208) 996-1153

4. I understand that the laws that apply to the practice of medicine and to the privacy of health care information also apply to telemedicine.
5. I will notify my doctor of my exact location and identity prior to and at the onset of each telemedicine session. I will notify my provider if any other person can hear or see any part of any telemedicine session. It is my responsibility to ensure that my VTC equipment and software are operating properly prior to my appointment.
6. I understand that as a prerequisite for receiving treatment by VTC, I may be required to visit with my family physician or Primary Care Provider (PCP) (and to provide corresponding records) as directed, and/or to obtain laboratory testing.
7. I understand that even if I am accessing the provider from my own home, my provider may contact police or 911 in the event of life threatening emergency.
8. I will not record any VTC session without Dr. Burson's written permission and I understand that Dr. Burson will not record any session without my written permission.
9. I agree not to obtain controlled substances from other physicians without notifying Dr. Burson. I understand that Dr. Burson may review my prescription history by accessing an online Prescription Drug Monitoring Program at any time.
10. I understand that in compliance with the Ryan Haight Act, controlled substances cannot be prescribed to me unless I see Dr. Burson in-person for an appointment and this must be repeated every 24 months.
11. Payment for and completion of a telemedicine session is not a guarantee of a prescription; prescriptions are offered only under appropriate clinical conditions determined by Dr. Burson. Prescriptions will not be ordered or refilled following a missed appointment.
12. I understand that failure to comply with any of the above may result in immediate treatment termination.

My questions have been answered to my satisfaction. I understand my alternatives to treatment via telemedicine, which may include traditional outpatient appointments with other providers. I understand the risks and benefits of receiving treatment via telemedicine, and I hereby consent to participate in telemedicine. I may revoke this consent at any time. I hereby understand and agree to the above terms & conditions.