

Privacy Notice

This notice is being sent to you to ensure our compliance with the Health Insurance Portability and Accountability Act of 1996. Dr. Gates supports the effort to protect patient confidentiality and the security of individual health information.

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.

This notice is effective April 13, 2003.

Latest Revision: Dec. 10, 2012

1. Statement of Our Duties

We are committed to maintaining the privacy of your personal health information and complying with all state and federal privacy laws. The purpose of this Privacy Notice is to inform you of our privacy practices and legal duties. We are required to:

- maintain the privacy of protected health information;
- provide you with this notice of our legal duties and privacy practices with respect to your health information;
- abide by the terms of this notice;
- notify you if we are unable to agree to a request restriction on how your information is used or disclosed;
- accommodate reasonable requests that you may make to communicate health information by alternative means or at alternative locations; and
- obtain your written authorization to use or disclose your health information for reasons other than those identified in this notice and permitted under law.

We reserve the right to change our information practices and to make the new provisions effective for all protected health information we maintain. Revised notices will be provided to you by mail.

2. Statement of Your Rights

You have a right to know how we may use or disclose your personal health information. This notice informs you of those uses and disclosures. There are certain uses and disclosures of your personal health information that we are permitted or required to make by law without your permission. In addition; you have the following rights:

- The right to request that we place additional restrictions on our uses and disclosures of your personal health information. However, we are not obligated to agree to impose any such additional restrictions.
- The right to access, inspect and copy the protected information pertaining to you that we maintain in our files about you, and the right to have us correct or amend any information that we create in error. Requests to access or amend your health information should be sent to the contact person and address provided in Section 8.
- The right to receive an accounting of the disclosures of your personal health information that we make for purposes other than activities related to your treatment, or our payment functions or other health care operations.
- The right to request that you receive communications of personal health information in a confidential manner.

3. Information We Collect About You

We collect the following categories of information about you from the following sources:

- Information that we obtain directly from you, in conversations or on applications or other forms that you fill out.
- Information that we obtain as a result of our transactions with you.
- Information that we obtain from your medical records or from medical professionals.
- Information that we obtain from other entities, such as health care providers or other insurance companies, in order to service your policy or carry out other insurance-related needs.

4. Permissible Uses and Disclosures of Protected Information

- To Carry Out Treatment Functions. We may use or disclose your health information without your permission in order for health care providers to provide you with treatment.
- To Carry Out Payment Functions. We may use or disclose your health information without your permission to carry out activities relating to reimbursing you for the provision of health care, obtaining premiums, determining coverage, and providing benefits under the policy of insurance that you are purchasing. Such functions may include reviewing health care services with respect to medical necessity, coverage under the policy, appropriateness of care, or justification of charges.
- To Carry Out Certain Operations Relating To Your Benefit Plan. We also may use or disclose your protected health information without your permission to carry out certain limited activities relating to your health insurance benefits, including reviewing the competence or qualifications of health care professionals, conducting quality assessment activities, amending,

replacing or adding benefits, and placing contracts for stop-loss insurance or reinsurance

- In Situations Permitted Or Required By Law. We also may use or disclose your protected health information without your written permission for other purposes permitted or required by law, including the following:
- As authorized by and to the extend necessary to comply with workers compensation or other no-fault laws.
- To a health oversight agency for activities including audits or civil, criminal or administrative proceedings.
- To a public health authority for purposes of public health activities (such as the Food and Drug Administration to report consumer product defects).
- To a law enforcement official for law enforcement purposes or in response to a court order or in the course of any judicial or administrative proceeding.
- To organ procurement organizations, or to other entities for approved research purposes.
- To a government authority, including a social service or protective services agency, authorized to receive reports of abuse, neglect or domestic violence.
- For Purposes For Which We Have Obtained Your Written Permission. All other uses or disclosures of your protected health information will be made only with your written permission, and any permission

that you give us may be revoked by you at any time.

5. Complaints About Misuse of Health Information

You may complain either directly to us or to the Secretary of Health and Human Services if you believe that your rights with respect to our protection or your health information have been violated. You may file a complaint with us by submitting a complaint in writing to the address shown in Section 8 that includes as many details (such as names and dates) as possible. You will not be retaliated against in any way for filing a complaint.

6. Our Practices Regarding Confidentiality and Security

We restrict access to nonpublic personal information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

7. Our Policy Regarding Dispute Resolution

Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in North Carolina in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered

by the arbitrator(s) may be entered in any court having jurisdiction thereof.

8. Contact Person For Filing Complaint or Obtaining Further Information

If you have any questions or complaints, please contact:

Dr. George N. Gates

Privacy and Compliance Officer
1606-H Wellington Ave.
Wilmington, NC 28401
Office: 910-793-6144
FAX: 910-793-6140

Office for Civil Rights

U.S. Department of Health and Human Services
200 Independence Ave. S.W.
Room 509F, HHH Building
Washington, D.C. 20201
OCR Hotlines-Voice: 1-800-368-1019

By signing below, I acknowledge that I have received the above Privacy Notice supplied to me by Dr. Gates.

Signature of Patient/Legal Guardian

Date Signed

Printed Name of Patient/Legal Guardian

Confidentiality Policy

Please read carefully and sign below, signifying that you have read and understand the Confidentiality Policy. You may request a copy of this if you wish.

Confidentiality Policy for George N. Gates, DMin, MA

It is my policy to maintain strict confidentiality of all patients and their records according to the laws of the state of North Carolina and professional ethics. There are, however, some exceptions to this Confidentiality Policy. These are as follows:

- 1) State Law requires any physician who suspects child abuse or neglect to report this information to the Department of Social Services. This is also true in the case of certain adults such as the mentally retarded, physically disabled, or elderly.
- 2) If I believe my patient is in imminent danger of harming him/herself or others, disclosure of information is required to ensure the patient's safety and the safety of others.
- 3) If the patient would like insurance filed for him/her, then he/she must allow the release of information required by his/her insurance company.
- 4) If I receive a subpoena or other legal request for disclosure of confidential information, I will immediately try to contact the patient/guardian to find out if he/she wants to give written consent to release this information. If I am legally summoned, I must respond, but will make every effort to notify the patient first.
- 5) If the patient is involved in any legal case or discovery in which their mental or emotional health is an issue, a judge may order the release of medical records for the court to examine. I am required to comply with a court order. I will make every effort to contact the patient/guardian first.

Signature of Patient/Legal Guardian

Date of Signature

Print full name

Dr. George N. Gates

Payment Information

Dr. Gates expects each client, or his/her guardian, to make appropriate payment for psychotherapy services at the time the service is offered. This includes paying all co-payments, balances due, disputed charges and other charges as listed below. Dr. Gates treats clients professionally and with respect. Since the therapeutic relationship is the essential focus for our work together, it is important to make even the financial arrangements clear and up front. Please read the information below and sign indicating acceptance.

Preferred Method of Payment (you may change): ☐ Cash ☐ Check ☐ Credit Card

Assignment of Benefits

I agree to assign to George N. Gates any insurance or other third party benefits available for health care services provided to me by Dr. Gates, and I will forward to Dr. Gates any health insurance or other third-party payments that I receive for services rendered to me by Dr. Gates immediately upon receipt.

Missed Appointments

Failure to keep scheduled appointments, and late cancellations (less than 24 hours notice), may be billed at the full fee, unless the appointment time can be filled by someone else. Dr. Gates will make every effort to fill the appointment time. After 2 missed appointments without contacting our office, the client may be terminated.

Late Charges

A 1^{1/2}% late charge (18% per year) may be applied to any balance remaining after 60 days. In the event of failure to pay within the agreed upon time, all costs of collections, including reasonable attorneys' fees, if any, will be paid by the person responsible for the account.

Returned Check Handling Fee

A \$25.00 handling fee will be charged for each returned check.

Fee Schedule*

Service

Fees

Initial Psychotherapeutic Evaluation	\$145.00
Individual Psychotherapy 45 minutes	\$125.00
Individual Psychotherapy 25 minutes	\$75.00
Family Psychotherapy 45 minutes	\$130.00
Group Psychotherapy 60 minutes	\$75.00
School Consultation	\$125.00 per hour
Courtroom Testimony	\$300.00 per hour + travel expenses
Psychological Testing	Fees set according to the test battery given, includes report writing.

*All fees may be subject to periodic change. You will be advised at least one month in advance of any fee change.

By signing below, I acknowledge that I have read and understand the above payment and fee information, and I accept it.

Client/Guardian Signature

Printed Name

Date Signed