

## Understanding Psychotherapy and Consent to Treatment

The success of psychotherapy depends upon a high degree of trust between you and your therapist. This document has been prepared to fully inform you about what to expect from therapy and from your therapist.

### **Understanding Psychotherapy**

Psychotherapy is a process of understanding your concerns more clearly and working towards accomplishing your stated goals. Benefits to participating in psychotherapy include gaining greater maturity as a person, better understanding of personal goals and values, improved ability to relate to others, and greater self-confidence, self-respect, and self-acceptance.

#### *Cognitive Therapy*

Cognitive therapy (CT) is a positive, active, and educational approach to therapy that is provided in an emotionally supportive, empathetic relationship. The focus of CT is to create change in your thinking and your life. You will have the opportunity to express your feelings and receive caring while working directly on your goals. Psychotherapy can be very helpful and effective in helping you address issues and gain insight into problematic behaviors. Research studies have found that CT is just as effective as medications. Some studies suggest that clients who receive CT or Cognitive Behavioral Therapy (CBT) have less relapse after therapy is concluded. CT may help you become more emotionally healthy, more resistant to life stressors and less prone to anxiety, depression, or other problem areas in the future.

#### *What to expect in your therapy sessions*

During initial visits the emphasis will be on understanding the nature of your personal problems and on creating a plan of treatment. Psychotherapy will consist largely of an ongoing dialogue between you and your therapist about 1) problematic behavior, feelings or attitudes, which may be deeply entrenched, 2) what new behaviors, feelings or attitudes you might adopt; and 3) how you might adopt them. The training, resources, and experience of your therapist will be used to help you identify, select, and accomplish these desired changes.

Because life happens outside of the therapy room, you may be given ‘homework’ assignments to help carry on your work between sessions. These assignments may include reading, keeping records of behaviors, feelings or attitudes, or experiencing new activities. You are encouraged to discuss any difficulties in accomplishing these assignments with your therapist. To ensure that therapy is delivered in the most helpful way, please ask questions at any time. The more deeply you understand the process of therapy, the more effectively you will be able to grasp concepts and incorporate positive changes into your life. Additionally, you may find it helpful to take notes during your therapy session or keep a journal of the skills and tools you gain.

It is important to recognize that therapy is not magic, and change does not occur overnight. Your persistence in carrying out homework assignments and your willingness to be invested in your treatment plan will have a determining role in how much you accomplish. In particular, the extent to which you are open and honest about yourself will play a role in how quickly you and your therapist can move on together to achieve your goals.

There can be discomfort involved in participating in psychotherapy. You may remember unpleasant events, or have aroused feelings of anger, fear, anxiety, depression, frustration, loneliness, helplessness, or other unpleasant feelings. If you are in couple’s therapy, you and your partner may have difficult conversations as you work towards finding resolution to your problems. In some cases, couples may decide during the course of therapy that they no longer wish to remain united. In these situations, the goal of therapy may change to working

towards a harmonious and cooperative separation. If distressful emotions arise during your therapy, talk to your therapist about your feelings. He/she will help you effectively manage these feelings and identify support systems to assist you during these transitions.

### **Child and Adolescent Therapy**

Like adults, children and adolescents can benefit from therapy. Throughout therapy, your child's strengths will be highlighted and a nurturing approach will be taken to encourage positive change. Our work begins with a family consultation to more thoroughly understand the nature of the concern and gather relevant background information. Depending on the child's age and nature of the concern, this session will either include the child or will involve a private conversation between the parent/guardian and your therapist. At this session, consent for treatment will be required from parent(s)/legal guardian(s). Therapy will not begin without applicable consents. If any question exists regarding the authority of the representative to give consent for therapy, the therapist will request supporting legal documentation, such as a custody order, prior to the commencement of services.

Following this initial session, children are invited to meet with the therapist on a one-to-one basis. However, parental involvement is a crucial component to therapy. Parents provide information concerning their child's behavior, and are relied upon when outlining goals for therapy. Throughout the course of therapy, parents frequently receive consultation from the therapist regarding positive parenting techniques to manage disruptive behaviors and interventions to use at home to help support children's emotional needs. In such cases, time devoted to family sessions, either in person or over the phone is charged at the full session fee.

### *Privilege*

In order for therapy to be effective for children and adolescents, a safe and confidential environment must be created. As a result, it is crucial to the therapy process that parent/guardian consent and child agreement supports a confidential therapist and client relationship. Thus, the dialogue and the content of the sessions between child and therapist will remain private. Limitations include any instances of safety concerns which will be determined by the therapist. If such situations arise, both the therapist and the child will discuss these issues with the child's parent or legal guardian. Feedback is provided to parents and legal guardians regarding the progress of therapy for the child. This information is typically delivered in family meetings, or parent/guardian consultations. Information shared in these sessions will be first discussed with the child.

### *Pickup and drop-off policies*

The Therapy Changes office is not able to accommodate children outside of a scheduled appointment time. Unattended children in the waiting room can represent a safety issue, as no supervision is available during this time. Parents and guardians are asked to arrive *no earlier than five minutes* before their child's appointment. Parents and guardians are encouraged to wait for their child in the office for the first one or two sessions in case the therapist has a question or if your child would benefit from parental encouragement. After the first one or two sessions most parents/guardians feel comfortable leaving the office to run an errand or enjoy a quick meal. In such cases, we ask for a *timely pickup* and that during this time parents/guardians are available via cell phone.

### **The Therapeutic Relationship**

The relationship between you and your therapist is very special and unique. You will be sharing information with your therapist that may be sensitive and intimate. It is not your therapist's job to make judgments or give advice. Rather, the therapist's role is to help you find the best course of action taking into account your beliefs, culture, lifestyle, and particular circumstances.

You can always count on your therapist for professional help. With time, you may come to feel close to your therapist and may wish to spend time with her in a more social environment. However, in order to protect your confidentiality and maintain professionalism, therapists and clients do not socialize together. One of the biggest violations of the therapist's role is those therapists who have dated or had sexual relationships with clients. While talking about sexual thoughts or feelings is a part of therapy for many people, sexual relations between a therapist and client is never okay.

In therapy, the focus is always on you. This is a luxury that everyday life doesn't often give us. At first this luxury may seem a little awkward; you may not be used to talking about yourself to someone who doesn't tell you much about themselves in return. After a while this uneasiness usually goes away and you may find yourself enjoying the time that is devoted solely to you.

You are encouraged to be honest with your therapist about your feelings, not only about others, but also about your therapist. This is the best and safest way to cultivate a stronger sense of self and an effective working relationship.

### **Additional Interventions and Medications**

Many different life problems can bring people to therapy. Research shows that for some particular problems such as eating disorders, alcoholism, and severe depression, additional interventions are necessary for treatment success. Examples of additional interventions may include support group attendance and/or Psychiatric referrals. Psychologists are not physicians, and do not prescribe medication or perform medical procedures. As a part of your time in therapy, you are encouraged to see a medical physician for any physical or medical concerns that could be related to emotional difficulties. If evaluation by a physician or Psychiatrist is indicated, your therapist will make a recommendation, or you may consult your personal physician.

### **Limits of confidentiality**

In accordance with professional ethics and California law, the information revealed in therapy is confidential, and will not be revealed to anyone without your written permission, except as required by law.

Some of the circumstances where disclosure is required by California law are where there is a reasonable suspicion of child, dependent or elder abuse or neglect. This includes instances when material has been accessed, streamed, or downloaded where a child is engaged in an obscene sexual act. If you are in danger to yourself, to others, to property of another person, or if you are gravely disabled your therapist is mandated to make a report to the appropriate authorities. Your therapist is also obligated to disclose information if a close family member communicates to the therapist that you are a danger to others.

Disclosure may also be required during a legal proceeding by or against you. For example, if your mental status is questioned during litigation therapy records and/or testimony by your therapist may be required by a Court Order. Your therapist will use her clinical judgment when revealing such information, and do her best to minimize disclosure unless absolutely necessary. Please review the *Notice of Privacy Practices* for additional information about confidentiality, electronic transmissions and requests for records.

### *Health insurance and confidentiality of records*

Disclosure of confidential information may be required by your health insurance carrier in order to process claims. In such cases, your therapist will communicate only the minimum necessary information to the carrier. Therapy Changes has no control or knowledge over what insurance companies do with the information he/she

*Therapy Changes*

New Client Packet for Adults Page 3 of 11



submits or who has access to your information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance, or even a job. The risk stems from the fact that mental health information is likely to be entered into big insurance companies' computer and is likely to be reported to the national Medical Data Bank. Accessibility to companies' computer or to the National Medical Data Bank database is always in question as computers are inherently vulnerable to unauthorized access. Medical data has been also reported to be legally accessed by enforcement and other agencies, which also may put you in a vulnerable position.

### *Electronic communications*

It is important to be aware that electronic communication such as E-mail can be relatively easily accessed by unauthorized people and can compromise the privacy and confidentiality of such communication. E-mails, in particular, are vulnerable to such unauthorized access due to the fact that servers have unlimited and direct access to all e-mails that go through them. A non-encrypted e-mail, such as your therapist's email, is even more vulnerable to unauthorized access. Although your therapist's emails are not encrypted, her office computer is equipped with a firewall, a virus protection and a password.

Phone contacts between sessions can be helpful for discussing particular events or situations that are causing you distress. If phone contact becomes routine and/or a phone conversation becomes lengthy, you may be charged. E-mail is a helpful tool for asking general questions of your therapist, confirming appointments, and conveying relevant information and updates. However, e-mail should not be used as a substitute for therapy. Your therapist will not conduct therapy via email, and in such cases that lengthy or disclosing emails are received; he/she will invite you to a conversation in the office.

Please notify your therapist if you decide to avoid or limit, in any way, the use of e-mail. Otherwise, your therapist may communicate with you via e-mail when necessary or appropriate. If you communicate confidential or highly private information via e-mail, your therapist will assume that you have made an informed decision and will honor your desire to communicate via e-mail. Please do not use e-mail for emergencies. Please, note that e-mails, faxes, etc. are all part of the clinical records.

### *Online reviews*

We understand that there are more choices than ever when it comes to choosing the right therapist. With the Internet impacting virtually all aspects of our lives, it has been increasingly more common for consumers to find and vet businesses online. In the case of therapy, online reviews such as Yelp.com pose a unique challenge for both the therapist and client. If you post an online review based on your experience in therapy, you are publicly acknowledging a therapist-client relationship and have thus waived your right to privacy. You should be aware of any potential negative impact that could occur on the basis of this disclosure. Furthermore, the nature of the confidential relationship between client and therapist is known to contribute to the effectiveness of therapy. Instead, we invite you to share your comments – either positive or negative directly with us. Your therapist is always willing to discuss your reactions and work with you to make your experience in therapy a positive one.

### *Social networking & internet searches*

Your therapist neither searches for clients on Internet search engines, such as Google, or searches for clients' Social Networking profiles, such as Facebook. Exceptions to this may include instances of safety or situations of acute crisis. Please inquire with your therapist if you would like for her to conduct an Internet search or review your web site or profile.

## **Emergencies**

Your therapist can be reached during their personal business hours by calling Therapy Changes at 619-275-2286. Please note that he/she may not be immediately available to handle emergency situations. If you are in need of emergency assistance, call '911' or the San Diego Crisis Line at 888-724-7240. Unless otherwise specified, phone messages will be returned by your therapist within 24 hours.

## **Fees**

### *Insurance reimbursement*

Therapy Changes staff are pleased to submit insurance claims on your behalf for services rendered. You may be responsible for a co-payment amount or deductible amount that varies depending on the type of policy that you carry with your insurance company. In such cases, co-payment or deductible fees are due at the time of your session. We accept debit and credit cards, cash or check payable to 'Therapy Changes'.

Clients who carry insurance should remember that submitting a mental health invoice for reimbursement carries a certain amount of risk. Not all issues, conditions, or problems are reimbursed by insurance companies. Although we do our best to verify your eligibility for mental health services, Therapy Changes is not responsible for denied claims. In the event that a claim is denied, you will be held responsible for the full invoice amount.

Changes in insurance coverage, such as annual renewal, expiration or type of coverage provided may affect your financial responsibility. In the event of a change, you will be responsible for the balance. **Please notify your therapist if you anticipate a change in your coverage.** You are advised to seek help in understanding your mental health benefits, you can read your policy or if you are insured through your employer, you may be able to seek help from the Human Resources Department or a Benefits Specialist. If you do not have access to these resources, simply call the 'Member Services' number on the back of your card.

Client Initials: _____ Therapist Initials: _____
---

### *Fee for service arrangements*

If you are not using Insurance, or if a claim has been denied, fees at Therapy Changes are \$180.00 per 50-minute hour. Payment is due at the time of your session. Payment can be made by debit or credit card, cash or check payable to 'Therapy Changes'. As the administrative costs of running a practice change, session fees may be adjusted accordingly. In such cases, your therapist will discuss the adjusted fee with you at least 30 days before a change will come into effect.

Client Initials: _____ Therapist Initials: _____
---

### *Client statements*

At the end of each month, clients with outstanding balances will be sent an Account Statement. This statement will include any balances owed, and a summary of services received. As mentioned previously, payments are due at the time of session, however, if a statement is received, payment for the balance due is expected within 15 days of the date posted on the client statement. You may also pay in advance for your therapy sessions either by credit card, check, or cash and your therapist will deduct services rendered from your total credit.

In some circumstances, you and your therapist can agree to pay for services received on a monthly basis. In such cases, please submit payment reflected in your Client Statement within 15 days to the Therapy Changes office. If paying by credit card, you can either include your credit card information on the return page; pay online through your account; or by calling our office at (619) 275-2286 ext. 110. Payment for the balance due is expected within 15 days of the date posted on the client statement.

Client Initials: _____ Therapist Initials: _____
---

### *Returned checks*

In the event that a deposited check is returned due to insufficient funds (“bounced” checks), a \$50.00 fee will be charged. In addition, you will be responsible for the original amount owed. If such situations arise, you may be asked to pay either with a credit card or cash for subsequent sessions.

Client Initials: _____ Therapist Initials: _____
---

### *Cancellations*

Your appointment is reserved exclusively for you. If you missed your appointment or cancel at the last minute, we will be unable to care for another client. We have no method of recovering lost revenue from missed appointments or last minute cancellations. Thus, **missed appointments, or those cancelled within 24 hours of scheduled appointment time are subject to a missed appointment fee** equal to the allowed amount authorized by your insurance, or the full session amount if you have a fee-for-service arrangement.

Client Initials: _____ Therapist Initials: _____
---

### *Time spent on your behalf*

In addition to the time spent in the office, time spent on your behalf may be charged full fee including, but not limited to: consultations with other treatment providers, reading or writing documents, formal assessments, research, meetings with others, and report writing. Typically any time exceeding 20 minutes outside of the regularly scheduled sessions is subject to the full session fee.

Client Initials: _____ Therapist Initials: _____
---

### **Other Office Policies**

#### *Scheduling appointments*

Appointments will be made using convenient and easy to use scheduling software available on the Therapy Changes website. The online appointment scheduler allows you to access your therapist’s personal calendar as well as receive reminder emails, text messages or an automated phone call. You can be assured that by using this online tool, your privacy is maintained. This software is ultimately a more efficient scheduling technique. Please request assistance, if needed, on how to navigate the online program.

#### *Consistent attendance*

It is very important that you consistently attend scheduled therapy sessions. Although illness, unexpected events, or vacations may occasionally interrupt your therapy, consistent attendance plays a large role in helping you achieve your desired goals. Please be aware that your absences may negatively influence the progress of your therapy and make it difficult for your therapist to provide treatment. In some cases, your therapist may invite you to a conversation about your readiness for therapy at this time. Please talk with your therapist about finding a day and time when you can meet routinely, or if the day and time selected for your appointments is not working for you.

#### *Arriving on time for your appointment*

Please make effort to arrive to your appointment on time. If you arrive early, you are welcome to wait in our comfortable waiting area and relax before your meeting. You will benefit the most from participating in a full session. We understand that some things are out of your control such as traffic, emergencies, or car problems. In the case that you know you will be late for your appointment, please call ahead. If you are more than twenty minutes late your therapist may decide that it is not in your best interest to hold the session. In such cases, you may incur a missed session fee. If arriving late to your appointments becomes a pattern and it interferes with

your treatment plan, you and your therapist can discuss alternative solutions such as meeting at another time or location, or receiving care from another therapist.

*Conclusion of therapy*

There are many different levels of care that Psychologists provide. Although therapy is a very helpful tool for many people, the level of care offered at Therapy Changes may sometimes not be the best match to a client's needs. In addition, your therapist may not be fully prepared to manage certain concerns that are outside of her scope of competence. In such cases, alternative care with a clinician offering specialty care may be necessary. If at any point during therapy your therapist assesses that he/she is not effective in helping you reach your therapeutic goals, he/she will give you a number of referrals that may be of help to you. With your request and written permission, your therapist is available to consult with your new therapist in order to help with the transition. If you are no longer able to participate in therapy due to financial concerns, your therapist will work with you to establish a payment plan, or help you ease into therapy with another qualified professional who offers services at a lower fee.

In the event that I am suddenly unable to continue to provide professional services or to maintain client records due to incapacitation or death, I have designated a trusted licensed psychologist as my professional executor. My professional executor would be given access to my client records and may contact you directly to inform you of my death or incapacity; to provide access to your records; to provide psychological services or to facilitate continued care with another qualified professional.

If you have any questions or concerns regarding this document, I will be glad to discuss them with you. Please sign below to indicate that you understand and agree to the above, and consent to treatment. You are encouraged to keep a copy of this form, and refer to it from time to time during your therapy.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Client

## Acknowledgement of Receipt: Notice of Privacy Practices

I have read and understand Therapy Changes Notice of Privacy Practices outlined below.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Client

*You may refuse to sign this acknowledgement*

---

### Required HIPAA Notice of Privacy Practices

**I. 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. IT WILL GENERALLY PROTECT YOUR PRIVACY TO A MUCH GREATER DEGREE THAN REQUIRED BY THE LANGUAGE OF THE DOCUMENT.**

**II. I HAVE A LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI)**

I am legally required to protect the privacy of your PHI, which includes information that can be used to identify you which I have created or received about your past, present, or future health or condition, the provision of health care to you, or the payment of the health care. I must provide you with this Notice about my privacy practices and such Notice must explain how, when, and why I will “use” and “disclose” your PHI. A “use” of PHI occurs when I share, examine, give, or otherwise divulge to a third party outside of my practice. With some exceptions, I may not use or disclose any more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made. I am legally required to follow the privacy practices described in this Notice; however, I reserve the right to change the terms of the Notice and my privacy policies at any time. Any changes will apply to PHI on file with me already. Before I make any important changes to my policies, I will promptly change this Notice and post a new copy of it in my office.

**III. HOW I MAY USE AND DISCLOSE YOUR PHI**

I will use and disclose your PHI for many different reasons. I will need your prior written authorization for some of these uses or disclosures; for others, however, I do not. Listed below are the different categories of my uses and disclosures along with some examples of each category.

**A. Uses and Disclosures Relating to Treatment, Payment or Health Care Operations Do Not Require Your Prior Written Consent.** I can use and disclose your PHI without your consent for the following reasons:

- i. **For Treatment.** I can use your PHI within my practice to provide you with mental health treatment including discussing or sharing your PHI with my trainees and interns. I can disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care



providers who provide you with health care services or are involved in your case. For example, if a psychiatrist is treating you, I can disclose your PHI to your psychiatrist to coordinate your care.

- ii. **To Obtain Payment for Treatment.** I can use your PHI to bill and collect payment for the treatment and services provided by me to you. For example, I might send your PHI to your insurance company or health plan to get paid for the health care services provided to you. I may also provide your PHI to my business associates, such as billing companies, claims processing companies, and others that process my health care claims.
- iii. **For Health Care Operations.** I can use and disclose your PHI to operate my practice. For example, I might use your PHI to evaluate the quality of health care services that you received or to evaluate the performance of the health care professionals who have provided such services to you. I may also provide your PHI to my accountant, attorney, consultants, or others to further my health care operations.
- iv. **For Patient Incapacitation or Emergency.** I may also disclose your PHI to others without your consent if you are incapacitated or if an emergency exists. For example, your consent is not required if you need emergency treatment as long as I try to get your consent after treatment is rendered; or, if I try to get your consent but you are unable to communicate with me (for example, if you are unconscious or in severe pain) and I think that you would consent to such treatment if you were able to do so.

**B. Certain Other Uses and Disclosures Also Do Not Require Your Consent or Authorization.** I can use and disclose your PHI without your consent or authorization for the following reasons:

- i. **When federal, state, or local laws require disclosure.** For example, I may have to make a disclosure to applicable governmental officials when a law requires me to report information to governmental agencies and law enforcement personnel about victims of abuse or neglect.
- ii. **When judicial or administrative proceedings require disclosure.** For example, I may have to use or disclose your PHI in response to a court or administrative order if you are involved in a lawsuit or claim for workers' compensation benefits. I may also have to use or disclose your PHI in response to a subpoena.
- iii. **When law enforcement requires disclosure.** For example, I may have to use or disclose your PHI in response to a search warrant.
- iv. **When public health activities require disclosure.** For example, I may have to use or disclose your PHI to report to a governmental official an adverse reaction that you may have to a medication.
- v. **When health oversight activities require disclosure.** For example, I may have to provide information to assist the government in conducting an investigation or inspection of a health care provider or organization.



- vi. **To avert a serious threat to health or safety.** For example, I may have to use or disclose your PHI to avert a serious threat to the health or safety of others. Any such disclosures will only be made to someone able to prevent the threatening harm from occurring.
- vii. **For specialized government functions.** For example, I may have to use or disclose your PHI for national security purposes, including protecting the President of the United States or conducting intelligence operations, if you are in the military.
- viii. **To remind you about appointments and to inform you of health-related benefits or services.** For example, I may have to use or disclose your PHI to remind you about your appointments or to give you information about treatment alternatives, other health care services, or other health care benefits that I offer that may be of interest to you.

- C. **Certain Uses and Disclosures Require You to Have the Opportunity to Object.** Disclosures to family, friends, or others: I may provide your PHI to a family member, friend, or other person that you indicate that is involved in your care or the payment for your health care unless you object in whole or in part. The opportunity to consent may be obtained retroactively in an emergency situation.
- D. **Other Uses and Disclosures Require Your Prior Written Authorization.** In any situation not described in sections III A, B, and C, above, I will need your written authorization before using or disclosing any of your PHI. If you choose to sign an authorization to disclose your PHI, you can later revoke such authorization in writing to stop any future uses and disclosures (to the extent that I have not taken any action in reliance on such authorization) of your PHI by me.

#### IV. **WHAT RIGHTS YOU HAVE REGARDING YOUR PHI**

You have the following rights with respect to your PHI:

- A. **The Right to Request Restrictions on My Uses and Disclosures.** You have the right to request restrictions or limitations on my uses or disclosures of your PHI to carry out my treatment, payment, or health care operations. You also have the right to request that I restrict or limit disclosures of your PHI to family members, friends, or others involved in your care or who are financially responsible for your care. Please submit such requests to me in writing. I will consider your requests but am not legally required to accept them. If I do accept your requests I will put them in writing and will abide by them except in emergency situations. Be advised that you may not limit the uses and disclosures that I am legally required to make.
- B. **The Right to Choose How I Send PHI to You.** You have the right to request that I send confidential information to you at an alternate address (for example, sending information to your work address rather than your home address) or by alternate means (for example, e-mail instead of regular mail). I must agree to your request so long as it is reasonable and you specify how or where you wish to be contacted, and when appropriate, you provide me with information as to how payment for such alternate communications will be handled. I may not require an explanation from you as to the basis of your request as a condition of providing communications on a confidential basis.
- C. **The Right to Inspect and Receive a Copy of Your PHI.** In most cases, you have the right to inspect and receive a copy of the PHI that I have on you, but you must make the request to inspect and receive a copy of such information in writing. If I do not have your PHI but I know who does, I will tell you how to get it. I will respond to your request within 30 days of receiving your written

*Therapy Changes*



request. In certain situations I may deny your request. If I do, I will tell you, in writing, my reasons for the denial and explain your right to have my denial reviewed.

- D. The Right to Receive a List of the Disclosures I Have Made.** You have the right to receive an Accounting of Disclosure listing the instances in which I have disclosed your PHI. The list will not include disclosures made for my treatment, payment, or health care operations; disclosures made to you; disclosures you authorized; disclosures incident to a use; disclosures permitted or required by the federal privacy rule; disclosures made for national security or intelligence; disclosures made to correctional institutions or law enforcement personnel; and, disclosures made before April 14, 2003. I will respond to your request for an Accounting of Disclosure within 60 days of receiving such request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. The list will include the date the disclosure was made, to whom the PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no charge, but if you make more than one request in the same year I may charge you a reasonable, cost-based fee for each additional request.
- E. The Right to Amend Your PHI.** If you believe that there is a mistake in your PHI or that a piece of important information is missing, you have the right to request that I correct the existing information or add the missing information. You must provide, in writing, the request and your reason for the request. I will respond within 60 days of receiving your request to correct or update your PHI. I may deny your request in writing if the PHI is (i) correct and complete, (ii) not created by me, (iii) not allowed to be disclosed, or (iv) not part of my records. My written denial will state the reasons for the denial and explain your right to file a written statement of disagreement with the denial. If you do not file one, you have the right to request that your request and my denial be attached to all future disclosures of your PHI. If I approve your request to amend your PHI, I will make the changes, tell you that I have done it, and tell others that need to know about the change to your PHI.
- F. The Right to Receive a Paper Copy of This Notice.** You have the right to receive a paper copy of this notice even if you have agreed to receive it via e-mail.

**V. HOW TO COMPLAIN ABOUT OUR PRIVACY PRACTICES**

If you think that I may have violated your privacy rights, or you disagree with a decision I have made about access to your PHI, you may file a complaint with the person listed in Section VI below. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S. W., Washington D. C. 20201. I will not take retaliatory action against you if you file a complaint about my privacy practices.

**VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT MY PRIVACY PRACTICES:** Rochelle Perper, Ph.D., 5055 North Harbor Drive, Suite 320, San Diego, CA 92127, (619) 275-2286.

**VII. EFFECTIVE DATE OF THIS NOTICE**

This notice went into effect on February 10, 2017.