

## Understanding Psychiatric Services and Consent to Treatment

The success of psychiatric services depends upon a high degree of trust between you and your psychiatrist. This document has been prepared to inform you about what to expect from psychiatric services and from your psychiatrist, as well as office policies, procedures, and practices. Please read it carefully and thoroughly. You are encouraged to ask any questions that may arise and obtain a copy of this document for your records. You can revoke your consent to treatment in writing at any time.

### **About Us**

Therapy Changes was established in 2011 by Rochelle Perper, Ph.D. and is comprised of a group of independent practitioners. All providers at Therapy Changes are independent contractors and licensed in their specialty field in the state of California. The team at Therapy Changes is committed to providing *focused guidance when you need it most* – when going it alone can feel overwhelming and hopeless. Our mission is to provide professional care, comfort and support, so you can feel empowered to make positive change in your life.

### **Confidentiality and Privacy Policy**

We understand that your personal health information is very sensitive and your privacy will be respected during treatment. The content of all discussions and the information you disclose to your psychiatrist is considered confidential and will generally not be released without an Authorization for Release of Health Information form.

The State of California allows your psychiatrist to confer with other health care providers who are providing health care services to you, without a written release as a means of ensuring continuity of care. Some exceptions to confidentiality are the following situations in which your psychiatrist may choose to, or be required to, disclose personal health information:

- If you provide written consent to have the information released to another party
- In the case of your death or disability information may be disclosed to your Executor
- If you waive confidentiality by bringing legal action against your provider
- In response to a valid subpoena from a court or from the secretary of the California State Department of Health for records related to a complaint, report, or investigation
- If your provider reasonably believes that disclosure of confidential information will avoid or minimize an imminent danger to your health or safety or the health or safety of another
- If, without prior written agreement, no payment for services has been received after 90 days, the account name and amount may be submitted to a collection agency
- Limited data in compliance with mandated Public Health Disclosures
- With any other legal duty, obligation, or right to report

Your psychiatrist is a mandated reporter and required by law to disclose certain confidential information that pertains to suspected abuse or neglect of children, suspected abuse or neglect of vulnerable adults, or as otherwise required in proceedings under California law.

### **Treatment Approach**

There is no such thing as a “one size fits all” model of care, especially for psychiatric services. Psychiatric services at Therapy Changes are integrative, meaning that all aspects of your health are considered when

providing care. Your first meeting comprises of a thorough medical and psychological history. Your psychiatrist works collaboratively with you and your care team to determine the treatment option that is best for you. Treatment options include thoughtful and respectful medication management when appropriate, as well as information related to nutrition, sleep and pain management strategies. In addition, medical acupuncture is offered either as a stand-alone intervention, or in conjunction with medication. Your psychiatrist will offer psychological support as well as psychological education. You may experience uncomfortable feelings and difficult or troubling emotions may arise. Your psychiatrist cannot make any guarantees regarding specific outcomes or results of the treatments provided. There are alternatives to psychological services received at Therapy Changes, and you have the right to choose alternative treatments, including no treatment at all.

Your psychiatrist will determine if the level of care she is able to provide is adequate and sufficient to meet your needs. When needed, your psychiatrist will offer referrals to other qualified professionals or to a higher level of care such as Intensive Outpatient Program (IOP) or hospitalization in the case of serious risk to yourself or others.

### Medications

If therapeutically appropriate, your psychiatrist may prescribe medication as part of your treatment. As with any treatment protocol, psychiatric medications may cause side effects. Your psychiatrist will discuss the specific known side effects and possible benefits of any medication that may be indicated. Every individual is unique and responds differently to medications. If you begin to experience anything you believe may be a side effect or interaction, even if you don't recall it being discussed during your appointment you should notify your psychiatrist immediately.

If you are requesting refills of non-controlled substances, you should call your pharmacy directly. If you are requesting a refill of a controlled substance, your psychiatrist must see you in person no less than once every three months. For the most expedient response, you are encouraged to email your psychiatrist. Please refer to the 'Electronic Communications' section of this document for additional information about your privacy when communicating via email. However, your psychiatrist may not be able to respond immediately. **Please allow 72 hours for a response from your psychiatrist.**

Please note that not all medications are covered by insurance. Or, your insurance plan may change which could affect your coverage of certain medications. If you need an alternative medication prescribed, please contact the psychiatrist as directed above.

Client Initials: _____ Psychiatrist Initials: _____
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It is your responsibility to keep track of the amount of medication and the total number of refills you have remaining so that you do not unexpectedly run out of medication. It also your responsibility to ensure that your medication is maintained in a secure manner to avoid theft or inadvertent ingestion by a third party. Any request for replacement of medication due to destruction, theft, or other loss, will be predicated on planning to prevent such future losses.

Client Initials: _____ Psychiatrist Initials: _____
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In order to best assess potential adverse impacts on your health including, but not limited to, medication interactions, you must inform your psychiatrist whenever another provider prescribes you a new medication or other therapeutic agent. **It can be very harmful for you to discontinue or alter the dosing of your**

**medication without the guidance of a qualified healthcare provider.** If you feel that your current medication and/or dosage is not appropriate, let your psychiatrist know.

Client Initials: _____ Psychiatrist Initials: _____
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## **Medical Acupuncture**

Your psychiatrist is medically trained in the practice of acupuncture and offers the option for you to receive medical acupuncture incorporated into your treatment plan. Acupuncture is a method of encouraging the body to promote natural healing and to improve functioning. This is done by inserting needles and applying heat or electrical stimulation at very precise points in the body. This stimulates the nervous system to release chemicals in the muscles, spinal cord, and brain. These chemicals will either change the experience of pain, or they will trigger the release of other chemicals and hormones which influence the body's own internal regulating system. The improved energy and biochemical balance produced by acupuncture results in stimulating the body's natural healing abilities, and in promoting physical and emotional well-being.

### *Risks and Benefits*

Acupuncture as a therapeutic intervention is widely practiced in the United States. There is a growing interest in integrating medical acupuncture into well-known psychiatric services and a wide body of research reveals its healing effects. Acupuncture needles are metallic, solid and hair-thin. Everyone experiences acupuncture differently, but most feel minimal pain as the needles are inserted. Some people are energized by treatment, while others feel relaxed. Many individuals report a sensation of well-being or relaxation following an acupuncture treatment.

Risks may include feeling fatigue or sadness that last for several days after treatment. Other passing responses can be lightheadedness, anxiety, agitation and tearfulness. Tell your psychiatrist if you are afraid of needles, or have a history of fainting before you start acupuncture. Local inflammation and surface irritation or bruising can occur. The needles utilized are sterilized and the risk of infection or transmission of disease is low.

Your psychiatrist will treat definitive medical diagnoses and will not diagnose a medical problem other than psychiatric conditions.

Acupuncture has been known to assist, or possibly replace conventional treatments including psychiatric medication. You will likely require several sessions of application to feel the therapeutic benefits of medical acupuncture. The number of applications will vary from one person to the next. Like any other medical intervention, acupuncture yields better results in well-selected early problems and is less successful when treating long-standing or complex problems. As such, it is optimal to initiate acupuncture early in the evolution of the problem; however, the flexibility and adaptability of acupuncture allow it to be integrated at almost any stage of treatment.

## **Electronic communications**

For your convenience, statements, superbill receipts, appointment reminders, and private messages from your psychiatrist may be sent to you through our practice software, Therapy Appointment. Such information can be accessed by a password that is only known to you. If you forget your password and need to access your private health information, please contact our office. Communications transmitted electronically through Therapy Appointment are compliant with the Health Information and Accountability Act (HIPAA) and are thus secure.

You may also receive electronic communications from your psychiatrist such as E-mail that is **not secure**. E-mail can be relatively easily accessed by unauthorized people and can compromise your privacy and confidentiality. A non-encrypted e-mail, such as your psychiatrist's email, is even more vulnerable to unauthorized access. Although your psychiatrist's emails are not encrypted, privacy measures are taken such as firewalls on your psychiatrist's computer as well as virus protection and the use of a password. Please do **not** use SMS (mobile phone text messaging) to contact your psychiatrist. Engaging in this way can compromise your confidentiality.

Phone contacts between appointments 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. Note that not all insurance companies reimburse for phone sessions. If this is the case, you will be responsible for the full session amount. E-mail and phone communications are helpful tools for asking general questions of your psychiatrist, confirming appointments, and conveying relevant information and updates. However, e-mail and out-of-session phone contact should not be used as a substitute for psychiatric services. Your psychiatrist will not provide treatment via email.

Please notify your psychiatrist if you decide to avoid or limit, in any way, the use of secure messaging or E-mail. Otherwise, your psychiatrist may communicate with you via secure messaging or E-mail when necessary or appropriate. If you communicate confidential or highly private information via E-mail, your psychiatrist 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 all electronic communications are part of your clinical record.

### **Social Media Policy**

At Therapy Changes we make your privacy our priority. Your psychiatrist's policies regarding conduct on social media platforms are to ensure a professional relationship and protect your privacy. The nature of the confidential relationship between you and your psychiatrist is known to contribute to the effectiveness of treatment.

#### *Friending and following*

**Your psychiatrist will not accept friend or contact requests** from current or former clients on any social networking site such as Facebook or LinkedIn. Therapy Changes maintains accounts on select social media platforms. These accounts are not managed by any individual provider. Rather, these accounts are associated with the practice and allow public access to blog posts and relevant news and community resources. Clients are encouraged to view the Therapy Changes Facebook, Twitter, or LinkedIn page and read or share articles posted there. The Therapy Changes Twitter account only follows other mental health professionals as well as state and local organizations. There is no expectation for clients to follow any social media account. You should be able to subscribe to social media accounts via RSS without becoming a fan and without creating a visible, public link to this page.

Please do not attempt to contact your psychiatrist or the Therapy Changes office via social networking sites. This could compromise your confidentiality and you will not receive a response as these sites are not monitored regularly.

#### *Online reviews*

We understand that there are more choices than ever when it comes to choosing the right provider. 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 psychiatric services, online business review sites such as Yelp pose a unique challenge for both the psychiatrist and client. Therapy Changes or your psychiatrist may be listed on one or more of these sites. If you should find a listing, please know that this is not a request for a testimonial, rating or endorsement from you. It is unethical for your psychiatrist to solicit a testimonial from a current or former client. If you post an online review based on your experience receiving psychiatric services, you are publicly acknowledging a psychiatrist-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 such as the possibility of this exchange becoming a part of your legal medical record. Your psychiatrist cannot respond to any review on a business review site for confidentiality reasons. Thus, you are encouraged to share your comments – either positive or negative directly with your psychiatrist. Your psychiatrist is always willing to discuss your reactions and work with you to make your experience in treatment a positive one.

### *Social networking & internet searches*

It is not part of your psychiatrists' regular practice to search for clients via Google or other social media platforms. Extremely rare exceptions *may* be made during times of crisis. If your psychiatrist ever resorts to such means, this will be fully documented and discussed with you at your next appointment.

### **Emergencies**

**The Therapy Changes office and your psychiatrist do not offer emergency services.** Your psychiatrist can be reached during business hours. If you are in need of emergency assistance, call '911' or the San Diego Crisis Line at 1-888-724-7240. If you or someone you know is in danger of attempting suicide, call the National Suicide Prevention Lifeline at 1-800-273-8255. Unless otherwise specified, phone messages will be returned by your psychiatrist within 24 hours.

Client Initials: \_\_\_\_\_ Psychiatrist Initials: \_\_\_\_\_

### **Fees**

#### *Insurance reimbursement*

Claims (mental health invoices) may be submitted to your insurance company on your behalf for services rendered. You may be responsible for a co-payment amount or deductible amount. This amount 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'. 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 are personally responsible for the full invoice amount.

Client Initials: \_\_\_\_\_ Psychiatrist Initials: \_\_\_\_\_

It is your responsibility to understand your mental health services coverage with your insurance. You are advised to seek assistance in understanding your mental health benefits by contacting the Human Resources Department with your employer or by calling the 'Member Services' number on the back of your card.

*Changes in your insurance plan or coverage*

Changes in your insurance company or insurance coverage (such as annual renewal, expiration or type of coverage provided) may affect your financial responsibility. Please notify your psychiatrist if you change your insurance plan or anticipate a change in your coverage.

Client Initials: \_\_\_\_\_ Psychiatrist Initials: \_\_\_\_\_

*Fee for service arrangements*

If you are not using insurance, or if a claim has been denied, Psychiatric Service fees at Therapy Changes are \$300.00 per hour and \$150.00 for 20-minute appointment. 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 psychiatrist will discuss the adjusted fee with you at least 30 days before a change will come into effect. Fees for acupuncture visits range from \$50.00 to \$300.00 per visit.

Client Initials: \_\_\_\_\_ Psychiatrist Initials: \_\_\_\_\_

*Credit card on file*

Your psychiatrist will collect fees at the time of service. If you use a credit card, your credit card will be saved on file through our secure practice software. You will have the option at the time of session to pay via your credit card on file. Please inform your psychiatrist if you do not want your credit card on file to be processed in this manner. Refer to the 'Electronic Communications' section of this document for privacy information.

Client Initials: \_\_\_\_\_ Psychiatrist 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 treatment sessions either by credit card, check, or cash and your psychiatrist will deduct services rendered from your total credit.

*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: \_\_\_\_\_ Psychiatrist Initials: \_\_\_\_\_

*Missed appointments and late cancellations*

Your appointment is reserved exclusively for you. If you miss your appointment or cancel at the last minute, your psychiatrist is unable to care for another client. Thus, **missed appointments, or those cancelled within 48 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: \_\_\_\_\_ Psychiatrist Initials: \_\_\_\_\_



You are required to provide credit card information and authorization for your psychiatrist to charge your card automatically in the case of missed appointments or late cancellations. A receipt for each payment is available upon request.

**Please complete the following:**

I, \_\_\_\_\_, (credit card holder’s full name) authorize Therapy Changes to charge my credit card, indicated below, the amount of \$\_\_\_\_\_ \* in the event of a missed scheduled session or cancellation of a scheduled session with less than 48 hour notice.

Billing Address: \_\_\_\_\_  
Street City State Zip

Phone#: \_\_\_\_\_ Email: \_\_\_\_\_

\*This amount is the agreed upon fee for services (if not using insurance), or the allowable amount set forth by your insurance company. Fees and allowable amounts are subject to change. You will be notified of any changes to this amount either by your psychiatrist or a member of the Therapy Changes administrative team.

**Credit Card Information:**

Visa  MasterCard  Discover  American Express

Account Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Cardholder Name: \_\_\_\_\_ Security Code (CVV): \_\_\_\_\_

I certify that I am an authorized user of this credit card and will not dispute these scheduled transactions with my credit card company; so long as the transactions correspond to the terms indicated in this authorization form.

Signature \_\_\_\_\_ Date \_\_\_\_\_

*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: \_\_\_\_\_ Psychiatrist Initials: \_\_\_\_\_

*Superbills*

Superbills are specialized statements that include the type of service provided, the date services were rendered, and a formal diagnosis. These statements are prepared upon request and provided on a monthly basis. You have the option to submit Superbill statements to your insurance company for possible partial reimbursement.

## **Other Office Policies**

### *Scheduling appointments*

Appointments will be made using the convenient and easy to use practice software, Therapy Appointment. This system allows you access your psychiatrist's personal calendar as well as receive reminder emails. You are encouraged to schedule your appointments online for ease of convenience and to reserve your preferred appointment day and time. Refer to the 'Electronic Communications' section of this document for privacy information.

Client Initials: \_\_\_\_\_ Psychiatrist Initials: \_\_\_\_\_

### *Animals in the office*

In order to ensure the comfort and safety of our clients and staff, we ask that you refrain from bringing any animals or pets into Therapy Changes common and office areas. This will allow us to provide a more comfortable space for clients. Thank you for your understanding.

Therapy Changes adheres to the requirements set forth by the U.S. Department of Justice and the Americans with Disabilities Act (ADA) for the allowance of Certified Service Animals. For those clients who currently have a Certified Service Animal, we ask that you speak with your psychiatrist individually to discuss your treatment goals and determine whether it would be clinically appropriate and beneficial to bring your Service Animal to your session.

### *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. 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 psychiatrist 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 psychiatrist can discuss alternative solutions such as meeting at another time or location, or receiving care from another psychiatrist.

Client Initials: \_\_\_\_\_ Psychiatrist Initials: \_\_\_\_\_

### *Conclusion of treatment*

There are many different levels of care that psychiatrists provide. Although psychiatric treatment 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 psychiatrist may not be fully prepared to manage certain concerns that are outside of his or her scope of competence. In such cases, alternative care with a clinician offering specialty care may be necessary. If at any point during treatment your psychiatrist assesses that he or she is not effective in helping you reach your therapeutic goals, you will be given a number of referrals that may be of help to you. With your request and written permission, your psychiatrist is available to consult with your new provider in order to help with the transition. If you are no longer able to receive treatment due to financial concerns, your psychiatrist will work with you to establish a payment plan, or offer personal referrals to help you establish care with another qualified professional who offers services at a lower fee.



In the event that your psychiatrist is suddenly unable to continue to provide professional services or maintain client records due to incapacitation or death, he or she has designated a trusted professional colleague to be his or her professional executor. Your psychiatrist's professional executor will be given access to your file and may contact you directly if such a circumstance should occur. Your psychiatrist's professional executor may offer to meet with you to help cope with the transition, or assist you in accessing care with another qualified mental health professional.

Please sign below to indicate that you understand and agree to the above, and consent to treatment.

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

\_\_\_\_\_  
Date

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

*If client is a minor, all legal guardians must sign below:*

\_\_\_\_\_  
Signature of Client's Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Legal Guardian

\_\_\_\_\_  
Signature of Client's Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Legal Guardian

## 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*

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### 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 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., 2221 Camino del Rio South, Suite 200, San Diego, CA 92108, (619) 275-2286.

**VII. EFFECTIVE DATE OF THIS NOTICE**

This notice went into effect on September 1, 2018.