

## New Client Packet for Children

Welcome to Therapy Changes. Please complete the following. All information is kept ***confidential***.

**Client name:** \_\_\_\_\_ \_\_\_\_\_  
Date of Birth

**Person completing this form:** \_\_\_\_\_ \_\_\_\_\_  
Relation to Client

**Preferred method of contact:**  Phone  Email If phone, ok to leave a message?  Yes  No

**Ethnicity:**  African-American  American/Alaskan Indian  Anglo  Asian  
 Latino/a  Pacific Islander  Other: \_\_\_\_\_

**Religion:**  Buddhist  Catholic  Christian  Hindu  Jewish  
 Islamic  Protestant  None  Other: \_\_\_\_\_

**Affectional/Sexual Orientation:** \_\_\_\_\_

**Gender Identification:** \_\_\_\_\_

**Relationship Status:**  Single, not dating  Single, dating  Committed Relationship  
 Married  Divorced  Other: \_\_\_\_\_

**Emergency Contact:**

Name	Relation to Client	Phone Number
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Please list any chronic or major medical concerns: \_\_\_\_\_

Please list any history or current substance use (drug/alcohol):

Substance	Frequency	Substance	Frequency
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Do you experience thoughts of harming yourself or others?  Yes  No

How did you hear about Therapy Changes? \_\_\_\_\_

May we have permission to thank him or her?  Yes  No  NA

## 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 inform you about what to expect from therapy and from your therapist.

### **About Us**

Therapy Changes was established in 2011 by Rochelle Perper, Ph.D. and is comprised of a group of independent practitioners. All therapists at Therapy Changes are independent contractors and licensed Psychologists 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.

### **Understanding Psychotherapy**

Psychotherapy is a process of meeting with a trained mental health professional to help understand your concerns more clearly and work towards accomplishing your goals. You will learn valuable tools and techniques to help you learn more about yourself, better understand your personal values, improve how you relate to others, and gain greater self-confidence, self-respect, and self-acceptance.

#### *Cognitive Behavioral Therapy*

Services at Therapy Changes are provided utilizing underpinnings of Cognitive Behavioral Therapy (CBT) techniques. The focus of CBT is to create positive change in your thinking and in your life. Each therapist at Therapy Changes offers a unique specialty and may differ slightly in his or her approach to therapy. Techniques utilized as part of your therapy are empirically supported, meaning they are based in evidence from scientific study to show effectiveness. Your therapy will be positive, active, and educational, centered on an emotionally supportive and caring relationship.

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

During initial visits the emphasis will be on understanding the nature of your concerns and creating a plan of action. We believe it is important to begin therapy by providing you with relief from the symptoms that are negatively impacting your life. Your therapist will work in partnership with you to develop realistic goals and plan a course of action to achieve them.

Because life happens outside of the therapy room, you may be offered ‘homework’ projects to help carry on your work between sessions. These projects may include reading, tracking behaviors, feelings and attitudes, or practicing new techniques. You are encouraged to discuss any difficulties in accomplishing these projects 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 consistency in carrying out homework assignments, your willingness to be invested in your treatment plan, and the extent to which you are open and honest with yourself and your therapist will play a large role in how quickly you accomplish your goals.

There can be discomfort involved in participating in psychotherapy. You may remember unpleasant events, or experience uncomfortable feelings such as anger, fear, anxiety, depression, frustration, loneliness, or helplessness. 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 or 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. Child and adolescent therapy will begin 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 all 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, your 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, as well as ways to manage disruptive behaviors. 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 your presence. After the first one or two sessions most parents/guardians feel comfortable leaving the office. 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 role 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 values, 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 him or her in a social environment. 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 if a therapist has a romantic or sexual relationship with his or her client. While talking about sexual thoughts or feelings is a part of therapy for many people, sexual relations between a therapist and client is never appropriate.

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 anxieties and depression, additional interventions are necessary for treatment success. Examples of additional interventions may include support group attendance, referral to a Psychiatrist or other physician, participation in an Intensive Outpatient Program (IOP), or hospitalization in the case of serious risk to self or others. 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.

## **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 when there is a reasonable suspicion of child, dependent or elder abuse or neglect. This includes instances when material has been accessed, streamed, or downloaded in which 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 his or her clinical judgment when revealing such information, and will do his or 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 that is submitted 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*

For your convenience, statements, superbill receipts, appointment reminders, and private messages from your therapist 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 therapist 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 therapist's email, is even more vulnerable to unauthorized access. Although your therapist's emails are not encrypted, privacy measures are taken such as firewalls on your therapist'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 therapist. Engaging in this way can compromise your confidentiality.

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. 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 therapist, 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 therapy. Your therapist will not conduct therapy via email. In such cases that lengthy or disclosing emails are received, your therapist 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 secure messaging or E-mail. Otherwise, your therapist 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 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 all electronic communications are part of your clinical record.

## Social Media Policy

At Therapy Changes we make your privacy our priority. Your therapist'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 therapist is known to contribute to the effectiveness of therapy.

### *Friending and following*

Your therapist 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 therapist. 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 therapist 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 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 business review sites such as Yelp pose a unique challenge for both the therapist and client. Therapy Changes or your individual therapist 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 therapist to solicit a testimonial from a current or former 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 such as the possibility of this exchange becoming a part of your legal medical record. Your therapist 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 therapist. 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*

It is not part of your therapist's 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 therapist ever resorts to such means, he or she will fully document and discuss this with you at your next appointment.

## Emergencies

The Therapy Changes office does **not** offer emergency services. Your therapist can be reached during his or her personal business hours by calling Therapy Changes at 619-275-2286 and entering your therapist's extension. Please note that your therapist 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 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 therapist within 24 hours.

## 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: \_\_\_\_\_ Therapist 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 therapist if you change your insurance plan or anticipate a change in your coverage.

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 range from \$150.00 to \$200.00 per session. Payment is due at the time of service. 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: \_\_\_\_\_

### *Credit card on file*

Your therapist 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 therapist 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: \_\_\_\_\_ 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.





### *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: \_\_\_\_\_

### *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 therapist'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: \_\_\_\_\_ Therapist Initials: \_\_\_\_\_

#### *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 services. 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.

#### *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 therapist 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 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.

Client Initials: _____ Therapist Initials: _____
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*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 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 therapy your therapist 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 therapist is available to consult with your new provider 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 offer personal referrals to help you establish care with another qualified professional who offers services at a lower fee.

In the event that your therapist 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 therapist’s professional executor will be given access to your file and may contact you directly if such a circumstance should occur. Your therapist’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. You are encouraged to keep a copy of this form and refer to it from time to time during your therapy.

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

*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.

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

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

\_\_\_\_\_  
Date

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

*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