

## Confidential Patient Information Form

### Contact Information

Date:

Name:

Street Address:

City/State/Zip:

OK to send mail?     Yes    No

D.O.B./place:

Home phone:

OK to call?     Yes    No

OK to leave message?     Yes    No

Cell phone:

OK to call?     Yes    No

OK to leave message?     Yes    No

Work phone:

OK to call?     Yes    No

OK to leave message?     Yes    No

Email:

OK to email?     Yes     No

Please provide a name and phone number of whom to call in case of an emergency:

Name:

Phone Number:

### Receipt Information

Will you be requesting a bill? If yes, please choose one:

Bill is for insurance (requires a diagnosis, and we will discuss this).

Bill is for flex spending (no diagnosis required).

TRICARE patients only:

Name of TRICARE plan:

CoPay Amount: \$

Sponsor's Name:

Sponsor's Social Security Number:

Sponsor's Date of Birth:

Patient's Name:

Patient's Social Security Number:

Patient's Date of Birth:

### Demographic Information

Sex:

Gender:

Your Gender Pronoun(s):

Sexual Orientation(s):

Ethnicity:

Disability Status:

Partner(s)/relationship:

Occupation/Employer:

### Referral Information

Who referred you to me or how did you hear of my practice?

Current reason(s) for seeking therapy:

Estimate the severity of the problem for which you are seeking care:

Mild

Moderate

Severe

Very Severe

How many sessions or how much time do you think you might need to successfully resolve this problem?

1 – 10 sessions

10 – 20 sessions

20 or more sessions

ongoing, longer-term therapy

### Health Information

Have you ever been hospitalized? (If yes, please provide details):

Are you currently taking any medications? (Please list names, dosages, and prescribing doctor.):

Have you previously been in psychotherapy?

When and for what issues?

Was it helpful? (Why or why not?)

Do you have any previous suicide attempts, self-destructive behaviors, or violent behaviors? (Indicate age, circumstances, and whether it led to hospitalization or legal problems).

Please list any past/present drug and alcohol use. What have you used and how much? What are you currently using and how much? Has it ever affected your work or your relationships?

### Relationships

Do you live with others? What is their relationship to you?

Present Spouse/Partner(s) (first name(s), occupation(s), how would you describe your relationship satisfaction?):

Are there any other current relationships that are a significant focus in your life right now? Please describe:

Other

What are your main worries or fears?

What do you consider your main strengths?

What are your primary challenges right now?

What are your most important hopes or dreams?

Please add any additional information that may be helpful to our work together.

### Follow Up

To help me continue my development as a clinician, I send a brief survey to patients 4-6 weeks after they have ended treatment with me.

Completing this form is optional and anonymous.

Please choose one of the following:

- Please email me the link to the form. I understand that I can decide at that time whether or not I wish to complete it.
- Please opt me out of receiving this form. I do not wish to receive it.

I am also interested in whether you are able to maintain your treatment goals when you complete therapy with me. I would like to send a brief form to check in with you a year after you finish treatment.

Please choose one:

- You are welcome to contact me one year after I complete therapy to check in on how I am doing. I understand that I can decide at that time whether or not I wish to respond.
- Please opt me out of the one-year follow up.

I use practice management software to consolidate several aspects of my practice. This is a product called Simple Practice, and it is a HIPAA-compliant, cloud-based software product. The pros of my using this product are that I will be able to access your data from anywhere. If I am traveling and you need a copy of your superbill or a change to your schedule, I will be able to access your data wherever I am. The cons of my using this product are that as opposed to using paper, there is the potential for loss of data or data breaches. Of course, if I learn of any such breaches, I will notify you immediately. Since I respect and understand that people have varying preferences and concerns about paper vs. electronic storage, I still keep paper charts for anyone who prefers that option. This consent form serves to document your choices, including the ability to opt-into the cloud storage software at different levels. You may also change your mind about this at any time. If I have kept digital copies of your chart, you may decide later that you prefer paper charts and I can print your information and delete your record. Please feel free to ask me any questions you have, and also to give this additional thought if you need more time to make a decision.

**For those who want to only have paper records:**

I prefer to have all my data on paper. Please do not create a record for me in Simple Practice.

**For those who wish to opt-into electronic storage at one or more of the following levels (check all that apply):**

I am comfortable with you keeping my contact information and calendar information on Simple Practice.

Please send me appointment reminders 24 hours before my appointment.

I prefer to have the reminders sent via:

- Text
- Email
- Voice

Include my financial information on Simple Practice & use it to create Superbills (this will include your diagnosis if you use insurance).

Automatically bill my credit card for my sessions\*. (\*This card will be charged for no shows or late cancellations with less than 48 hours' notice.)

CC #: \_\_\_\_\_ Expiration month/year: \_\_\_\_\_ CVC: \_\_\_\_\_

Keep my psychotherapy notes on Simple Practice.

printed name	date	signed name	date
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Stacey Touhy, Psy.D.

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Carmel CA 93923

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cell: (805) 267-6718

## Office Policies & Agreement for Psychotherapy Services

Welcome to my practice. Your first visit to a new therapist is very important, and you may have many questions. This letter is to introduce myself and give you information to help you decide whether we can work together. Please take time to read it carefully and let me know if you have any questions or need more information. When you sign this document, it will represent an agreement between us.

### Qualifications

I received my doctorate in 2011 from the American School of Professional Psychology through Argosy University of the San Francisco Bay Area, CA. I work from a prevention and strength based perspective and rely on a broad range of techniques which mainly include cognitive and behavioral interventions. As a psychologist, I bring certain expertise to our collaboration while you bring self-knowledge, the ability to learn from your life experiences, and a vision of what you want your life to be. I enjoy working with a diverse range of individuals who are interested in working collaboratively.

### The Process of Therapy/Evaluation

During our first meetings, I will assess whether I can be of benefit to you. I do not accept clients who I believe I cannot help, and if this is the case, I will refer you to others who work well with your particular issues. Within a reasonable period of time after starting treatment, we will discuss my working understanding of your issues, my proposed treatment plan, and therapeutic objectives and possible outcomes of the therapy. If you have questions about any of the procedures used in the course of your therapy, their possible risks, my expertise in employing them, or about the treatment plan in general, please ask me. You also have the right to ask about other possible treatments for your condition and their risks and benefits. If you could benefit from any treatments that I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

### Termination and Follow-Up

Deciding when to stop our work together is meant to be a mutual process. Before we stop, we will discuss how you will know if or when to come back or whether a regularly scheduled "check-in" might work best for you. If it is not possible for you to phase out of therapy, I recommend that we have closure on the therapy process with at least two termination sessions. I also ask all clients to indicate on their intake form whether they consent to follow-up emails to assess your satisfaction with my services, and a one year follow-up to see if you have maintained your goals. You may opt out of both of these follow-up contacts.

Noncompliance with treatment recommendations may necessitate early termination of services. I will look at your issues with you and exercise my educated judgment about

what treatment will be in your best interest. Your responsibility is to make a good faith effort to fulfill the treatment recommendations to which you have agreed. If you have concerns or reservations about my treatment recommendations, I strongly encourage you to express them so that we can resolve any possible differences or misunderstandings.

If during our work together I assess that I am not effective in helping you reach your therapeutic goals, I am obliged to discuss this with you and, if appropriate, terminate treatment and give you referrals that may be of help to you. If you request it and authorize it in writing, I may talk to the psychotherapist of your choice (with your permission only) in order to help with the transition. If at any time you want another professional's opinion or wish to consult with another therapist, I will assist you in finding someone qualified. You have the right to terminate treatment at any time. If you choose to do so, I will offer to provide you with names of other qualified professionals whose services you might prefer.

If you commit violence to, verbally or physically threaten or harass me, the office, or my family, I reserve the right to terminate your treatment unilaterally and immediately. Failure or refusal to pay for services after a reasonable time is another condition for termination of services. Please contact me to make arrangements any time your financial situation changes.

### Dual Relationships

Therapy never involves sexual, business, or any other dual relationships that could impair my objectivity, clinical judgment or therapeutic effectiveness or could be exploitative in nature. It is possible that during the course of your treatment, I may become aware of other preexisting relationships that may affect our work together, and I will do my best to resolve these situations ethically, but this may entail our needing to stop working together, depending upon the type of conflict. Please discuss this with me if you have questions or concerns.

### Benefits and Risks of Psychotherapy

Participation in therapy can result in a number of benefits to you, including improved interpersonal relationships and resolution of the specific concerns that led you to seek therapy. Working toward these benefits requires effort on your part. Psychotherapy requires your active involvement, honesty, and openness in order to change your thoughts, feelings, and/or behavior. I will ask for your feedback and views on your therapy and its progress. Sometimes more than one approach can be helpful.

During the initial evaluation or the course of therapy, remembering unpleasant events, feelings, or thoughts may result in your experiencing considerable discomfort, strong feelings, anxiety, depression, insomnia, etc. I may challenge some of your assumptions or perceptions or propose different ways of thinking about or handling situations that

may cause you to feel upset, angry, or disappointed. Attempting to resolve issues that brought you into therapy may result in changes that were not originally intended. Psychotherapy may result in decisions to change behaviors, employment, substance use, schooling, housing, or relationships. Change can sometimes be quick and easy, but more often it can be gradual and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results.

### Emails, Phone Calls, and Emergencies

For small administrative matters such as checking appointment times or changing them, you are welcome to email me at [staceytouhy@gmail.com](mailto:staceytouhy@gmail.com). I generally receive and return these emails within 24-48 hours with the exception of Friday's, Saturday's and Sunday's.

If you need to contact me between sessions about a clinical matter, please leave a message for me at 805-267-6718. I check my messages each day except weekends unless I am out of town. If I am planning on being out of town, I will let you know in advance. I will also let you know who to call if I plan not to take or respond to phone messages during my absence.

Phone consultations of five minutes or less once per week are normally free. However, if we spend more than five minutes in a week on the phone, if you leave more than five minutes worth of phone messages in a week, if I spend more than five minutes reading and responding to emails or coordination of care, I will bill you on a prorated basis for that time.

If you feel the need for many phone calls and cannot wait for your next appointment, we may need to schedule more sessions to address your needs. My services are NOT to be used for acute emergencies. If your situation is an acute emergency and you need to talk to someone right away, contact the closest 24- hour emergency psychiatric service:

Dial 911 or  
Go to your nearest Emergency Room:

Natividad  
1441 Constitution Blvd., Salinas CA 93906  
(831) 755-4111

Behavioral Health Services of CHOMP  
576 Hartnell St., Monterey CA 93940  
(831) 625-4600

Suicide Prevention Services of the Central Coast: 1-877-663-5433 (24/7 Hotline)

## Cancellations and Lateness

Missed and cancelled sessions pose some issues for both of us. First, the work of psychotherapy is sometimes challenging and when we hit a difficult place together, it can feel easier to want to avoid coming in for treatment. I would prefer we speak about this intentionally rather than you canceling sessions. Also, I hold your scheduled appointment time specifically for you and you alone. I also see a limited number of patients so that I can give you the focus and attention you deserve. It is extremely difficult for me to fill your last minute cancelled session on a short notice. Therefore, I charge for appointments cancelled with **less than 48 hours notice** unless we can find another time that week that works for us both. If we are able to do, before the weekend, I will allow you to reschedule at no extra fee.

If you are running late for your appointment, please phone or email me as soon as you can to let me know you will be late. If I do not hear from you **by 15 minutes** into your session, I will call to check on you and may assume you do not plan to attend your session.

If you are late for your session, we will still end at our regular time so that I have time to prepare for my next appointments and I can be on time for them.

PLEASE do not come or bring your child[ren] to my office if you or anyone in your household has had a **fever, vomited or diarrhea** within the past 48 hours. Please email me as soon as soon as possible to re-schedule or cancel appointment.

## Payment and Financial Arrangements

My standard fee is \$200 for a 50 minute individual session, and \$260 for 50 minute sessions with couples or multiple partners. Extended sessions have different fees. The fee is to be paid at the start of each session unless other arrangements have been made. If you are late, we will end on time and not run over into the next person's session. An annual fee increase will occur every January and I will begin to remind you of this in October and November.

**After Hours Sessions:** Some patients request sessions outside of my regular therapy hours (after hours or on a weekend). I am occasionally able to accommodate a limited number of these requests. Please note that I add a \$100 fee to weekend or after hours meetings.

**Late Fee:** Full payment is expected at the time of service unless otherwise agreed upon. A grace period will be allowed with no late fee if payment is received by **6:00 pm the next business day**. After 6pm on the next business day, there will be a **\$20 charge for late payments** made within the same week, and a **\$30 charge the next business**

**week.** I expect you to remember to send your payment and do not regularly send reminder emails.

**Balances:** I do not permit clients to carry a balance of more than two sessions and if you are unable to pay this balance, we will discuss whether it makes sense to pause your care or develop another strategy so that you can avoid incurring additional debt. Please let me know if any problem arises during the course of therapy regarding your ability to make timely payments.

**Fee Reduction:** I offer some lower fee slots, based upon income and circumstances, but I prefer to hold these slots for current clients who are experiencing life transitions. If my fee is a concern, please discuss it with me. If I am unable to accommodate your financial situation, I will provide you with referrals. If we arrange a reduced fee and we are meeting weekly, we will discuss a fee increase if you decide to reduce the frequency of our meetings.

**Insurance:** I currently take TRICARE insurance and private pay. If you are private pay I can provide you with a monthly billing statement for reimbursement if you wish to submit it to your insurance company. This monthly statement is your receipt for tax or insurance purposes.

TRICARE patients only: Please bring the sponsor's information and your insurance card to your initial session.

Some or all your fees may be covered by your health insurance, if you have outpatient mental health coverage. However, insurance companies do not reimburse all conditions that may be the focus of psychotherapy. It is your responsibility to verify the specifics of your coverage. Please remember that my services are provided and charged to you, not your insurance company, so you are responsible for payment. Fees you pay for therapy services that are not reimbursed by insurance may be deductible as medical expenses if you itemize deductions on your tax return. As described below in the section Health Insurance and Confidentiality of Records, be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk.

**Other fees:** If you become involved in legal proceedings that require my participation, you will be expected to pay for my professional time and services even if I have been called to testify by another party. Because of the difficulty of legal involvement and the interruption to my regular practice, I charge \$450 per hour for preparation and attendance at any legal proceeding. I will provide bills/receipts at the end of each session expect to be paid upon receipt unless otherwise agreed upon.

## Confidentiality

As a psychotherapy client, you have privileged communication. This means that your relationship with me as my client, all information disclosed in our sessions, and the written records of those sessions are confidential and may not be revealed to anyone without your written permission, except where law requires disclosure. Most of the provisions explaining when the law requires disclosure are described in the enclosed Notice of Privacy Practices.

**When Disclosure Is Required by Law:** Disclosure is required when there is a reasonable suspicion of child, dependent or elder abuse or neglect and when a client presents a danger to self, to others, to property, or is gravely disabled.

**When Disclosure May Be Required:** Disclosure may be required in a legal proceeding. If you place your mental status at issue in litigation that you initiate, the defendant may have the right to obtain your psychotherapy records and/or my testimony. If you have not paid your bill for treatment for a long period of time, your name, payment record and last known address may be sent to a collection agency or small claims court.

In couple or relationship therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. I will use my clinical judgment when revealing such information.

**Emergencies:** If there is an emergency during our work together or after termination in which I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving psychiatric care, I will do whatever I can within the limits of the law to prevent you from injuring yourself or another, and to ensure that you receive appropriate medical care. For this purpose I may contact the person whose name you have provided on your General Information form.

**Health Insurance and Confidentiality of Records:** Your health insurance carrier may require disclosure of confidential information in order to process claims. Only the minimum necessary information will be communicated to your insurance carrier, including diagnosis, the date and length of our appointments, and what services were provided. Often the billing statement and your company's claim form are sufficient. Sometimes treatment summaries or progress toward goals are also required. Unless explicitly authorized by you, Psychotherapy Notes will not be disclosed to your insurance carrier. While insurance companies claim to keep this information confidential, I have no control over the information once it leaves my office. Please be aware that submitting a mental health invoice for reimbursement carries some risk to confidentiality, privacy, or future eligibility to obtain health or life insurance.

**Confidentiality of E-mail, Voice mail and Fax Communication:** E-mail, voice mail, and fax communication can be easily accessed by unauthorized people, compromising

the privacy and confidentiality of such communication. Please notify me at the beginning of treatment if you would like to avoid or limit in any way the use of any or all of these communication devices. Please do not contact me via email or faxes for emergencies.

**Consultation:** I consult regularly with other professionals regarding my clients in order to provide you with the best possible service. Names or other identifying information are never mentioned; client identity remains completely anonymous and your confidentiality will be fully maintained. If, for some reason, I believe it is important to consult with another professional in-depth, and I believe identifying information about you may be shared, I will have you sign a release of information allowing me to share this information. Without such a release, I will not consult with another professional providing information that might lead another person to be able to identify you.

**Release of Information:** Considering all of the above exclusions, upon your request and with your written consent, I may release limited information to any person/agency you specify, unless I conclude that releasing such information might be harmful to you. If I reach that conclusion, I will explain the reason for denying your request.

## Complaints

If you have a concern or complaint about your treatment, please talk with me about it. I will take your criticism seriously and respond with care and respect. If you believe that I've been unwilling to listen and respond, or that I have behaved unethically, you can contact the Board of Behavioral Science Examiners which oversees licensing, and they will review the services I have provided.

Board of Psychology  
1625 North Market Street, Suite N-215  
Sacramento, CA 95834  
1-866-503-3221  
bopmail@dca.ca.gov

You are also free to discuss your complaints about me with anyone you wish and you do not have any responsibility to maintain confidentiality about what I do that you don't like since you are the person who has the right to decide what you want kept confidential. I hope this answers some of your questions. Please let me know if you have concerns or questions about any of these policies and procedures or this agreement for working together in psychotherapy.

## My Private Practice Social Media Policy

This document outlines my office policies related to use of Social Media. Please read it to understand how I conduct myself on the Internet as a mental health professional and how you can expect me to respond to various interactions that may occur between us on the Internet.

If you have any questions about anything within this document, I encourage you to bring them up when we meet. As new technology develops and the Internet changes, there may be times when I need to update this policy. If I do so, I will notify you in writing of any policy changes and make sure you have a copy of the updated policy.

### Friending

I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

### Following

I have no expectation that you as a client will want to follow anything I may post online (e.g. blog, website). However, if you use an easily recognizable name online and I happen to notice that you've followed me there, we may briefly discuss it and its potential impact on our working relationship.

My primary concern is your privacy. If you share this concern, please use your own discretion in choosing whether to follow me.

Note that I will not follow you back. I do not follow current or former clients online. My reasoning is that I believe casual viewing of clients' online content outside of the therapy hour can create confusion in regard to whether it's being done as a part of your treatment or to satisfy my personal curiosity. In addition, viewing your online activities without your consent and without our explicit arrangement towards a specific purpose could potentially have a negative influence on our working relationship. If there are things from your online life that you wish to share with me, please bring them into our sessions where we can view and explore them together, during the therapy hour.

### Interacting

Please do not use SMS (mobile phone text messaging) or messaging on Social Networking sites such as Twitter, Facebook, or LinkedIn to contact me. These sites are not secure and I may not read these messages in a timely fashion. Do not use these or other means of engaging with me in public online if we have an already established

client/therapist relationship. Engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges become a part of your legal medical record and will need to be documented and archived in your chart.

If you need to contact me between sessions, the best way to do so is by phone. Direct email at [staceytouhy@gmail.com](mailto:staceytouhy@gmail.com) is second best for quick, administrative issues such as changing appointment times. See the email section below for more information regarding email interactions.

### Use of Search Engines

It is NOT a regular part of my practice to search for patients on Google or Facebook or other search engines. Extremely rare exceptions may be made during times of crisis. If I have a reason to suspect that you are in danger and you have not been in touch with me via our usual means (coming to appointments, phone, or email) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if I ever resort to such means, I will fully document it and discuss it with you when we next meet.

### Google Reader

I do not follow current or former clients on Google Reader and I do not use Google Reader to share articles. If there are things you want to share with me that you feel are relevant to your treatment whether they are news items or things you have created, I encourage you to bring these items of interest into our sessions.

### Business Review Sites

You may find my psychology practice on sites such as Yelp, Healthgrades, Yahoo Local, or other places which list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is NOT a request for a testimonial, rating, or endorsement from you as my patient.

The American Psychological Association's Ethics Code states under Principle 5.05 that it is unethical for psychologists to solicit testimonials: "Psychologists do not solicit testimonials from current therapy clients/patients or other persons who because of their particular circumstances are vulnerable to undue influence."

Of course, you have a right to express yourself on any site you wish. But due to confidentiality, I cannot respond to any review on any of these sites whether it is positive or negative. I urge you to take your own privacy as seriously as I take my

commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a good possibility that I may never see it.

If we are working together, I hope that you will bring your feelings and reactions to our work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in therapy with me wherever and with whomever you like. Confidentiality means that I cannot tell people that you are my client and my Ethics Code prohibits me from requesting testimonials. But you are more than welcome to tell anyone you wish that I'm your therapist or how you feel about the treatment I provided to you, in any forum of your choosing.

If you do choose to write something on a business review site, I hope you will keep in mind that you may be sharing personally revealing information in a public forum. I urge you to create a pseudonym that is not linked to your regular email address or friend networks for your own privacy and protection.

If you feel I have done something harmful or unethical and you do not feel comfortable discussing it with me, you can always contact the Board of Psychology, which oversees licensing, and they will review the services I have provided.

Board of Psychology  
1625 North Market Boulevard, Suite N-215  
Sacramento, CA 95834  
1-866-503-3221  
bopmail@dca.ca.gov

### Location-Based Services

If you used location-based services on your mobile phone, you may wish to be aware of the privacy issues related to using these services. I do not place my practice as a check-in location on various sites such as Foursquare, Gowalla, Loopt, etc. However, if you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office on a weekly basis. Please be aware of this risk if you are intentionally "checking in," from my office or if you have a passive LBS app enabled on your phone.

### Email

I prefer using email only to arrange or modify appointments. Please do not email me content related to your therapy sessions, as email is not completely secure or confidential. If you choose to communicate with me by email, be aware that all emails are retained in the logs of your and my Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by

the system administrator(s) of the Internet service provider. You should also know that any emails I receive from you and any responses that I send to you become a part of your legal record.

### Conclusion

Thank you for taking the time to review my Social Media Policy. If you have questions or concerns about any of these policies and procedures or regarding our potential interactions on the Internet, do bring them to my attention so that we can discuss them.

## Notice of Privacy Practices

### Introduction

The Federal Health Insurance Portability and Accountability Act (HIPAA) requires mental health professionals to issue this official Notice of Privacy Practices. This notice describes how information about you is protected, the circumstances under which it may be used or disclosed and how you may gain access to this information. Please review it carefully.

For psychotherapy to be beneficial, it is important that you feel free to speak about personal matters, secure in the knowledge that the information you share will remain confidential. You have the right to the confidentiality of your medical and psychological information, and this practice is required by law to maintain the privacy of that information.

This practice is required to abide by the terms of the Notice of Privacy Practices currently in effect, and to provide notice of its legal duties and privacy practices with respect to protected health and psychological information. If you have any questions about this Notice, please contact the Privacy Officer at this practice.

### Who Will Follow This Notice

Any health care professional authorized to enter information into your medical record, all employees, staff, and other personnel at this practice who may need access to your information must abide by this Notice. All subsidiaries, business associates (e.g., a billing service), sites and locations of this practice may share medical information with each other for treatment, payment purposes or health care operations described in this Notice. Except where treatment is involved, only the minimum necessary information needed to accomplish the task will be shared.

### Uses and Disclosures for Treatment, Payment, and Health Care Operations

I may use or disclose your Protected Health Information (PHI), for treatment, payment, and health care operations purposes. The following should help clarify these terms:

- PHI refers to information in your health record that could identify you. For example, it may include your name, the fact you are receiving treatment here, and other basic information pertaining to your treatment.
- Use applies only to activities within my office and practice group, such as sharing, employing, applying, utilizing, and analyzing information that identifies you.
- Disclosure applies to activities outside of my office or practice group, such as releasing, transferring, or providing access to information about you to other parties.
- Authorization is your written permission to disclose confidential health information. All authorizations to disclose must be made on a specific and required form.

- Treatment is when I provide, coordinate, or manage your health care and other services related to your health care. For example, with your written authorization I may provide your information to your physician to ensure the physician has the necessary information to diagnose or treat you.
- Payment Your PHI may be used, as needed, in activities related to obtaining payment for your health care services. This may include the use of a billing service or providing you documentation of your care so that you may obtain reimbursement from your insurer.
- Health Care Operations are activities that relate to the performance and operation of my practice. I may use or disclose, as needed, your protected health information in support of business activities. For example, when I review an administrative assistant's performance, I may need to review what that employee has documented in your record.

## Written Authorizations to Release PHI

Any other uses and disclosures of your PHI beyond those listed above will be made only with your written authorization, unless otherwise permitted or required by law as described below. You may revoke your authorization at any time, in writing.

## Uses and Disclosures without Authorization

The ethics code of the American Psychological Association, California State law, and the federal HIPAA regulations all protect the privacy of all communications between a client and a mental health professional. In most situations, I can only release information about your treatment to others if you sign a written authorization. This Authorization will remain in effect for a length of time you and I determine. You may revoke the authorization at any time, unless I have taken action in reliance on it. However, there are some disclosures that do not require your Authorization. I may use or disclose PHI without your consent in the following circumstances:

- Child Abuse – If I have reasonable cause to believe a child may be abused or neglected, I must report this belief to the appropriate authorities.
- Adult and Domestic Abuse – If I have reason to believe that an individual such as an elderly or disabled person protected by state law has been abused, neglected, or financially exploited, I must report this to the appropriate authorities.
- Health Oversight Activities – I may disclose your PHI to a health oversight agency for oversight activities authorized by law, including licensure or disciplinary actions. If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that patient in order to defend myself.
- Judicial and Administrative Proceedings – If you are involved in a court proceeding and a request is made for information by any party about your treatment and the records thereof, such information is privileged under state law, and is not to be released without a court order. Information about all other psychological services (e.g., psychological evaluation) is also privileged and cannot be released without your

authorization or a court order. The privilege does not apply when you are being evaluated for a third party or where the evaluation is court ordered. You must be informed in advance if this is the case.

- Serious Threat to Health or Safety – If you communicate to me a specific threat of imminent harm against another individual or if I believe that there is clear, imminent risk of injury being inflicted against another individual, I may make disclosures that I believe are necessary to protect that individual from harm. If I believe that you present an imminent, serious risk of injury or death to yourself, I may make disclosures I consider necessary to protect you from harm.

- Worker's Compensation – I may disclose PHI regarding you as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

## Special Authorizations

Certain categories of information have extra protections by law, and thus require special written authorizations for disclosures.

- Psychotherapy Notes – I will obtain a special authorization before releasing your Psychotherapy Notes. "Psychotherapy Notes" are notes I have made about our conversation during a private, group, joint, or family counseling session, which I have kept separate from the rest of your record. These notes are given a greater degree of protection than PHI.
- HIV Information – Special legal protections apply to HIV/AIDS related information. I will obtain a special written authorization from you before releasing information related to HIV/AIDS.
- Alcohol and Drug Use Information – Special legal protections apply to information related to alcohol and drug use and treatment. I will obtain a special written authorization from you before releasing information related to alcohol and/or drug use/treatment. You may revoke all such authorizations (of PHI, Psychotherapy Notes, HIV information, and/or Alcohol and Drug Use Information) at any time, provided each revocation is in writing, signed by you, and signed by a witness. You may not revoke an authorization to the extent that (1) I have relied on that authorization; or (2) if the authorization was obtained as a condition of obtaining insurance coverage, law provides the insurer the right to contest the claim under the policy.

## Patient's Rights and Psychologist's Duties

### Patient's Rights:

- Right to Request Restrictions – You have the right to request restrictions on certain uses/disclosures of PHI. However, I am not required to agree to the request.
- Right to Receive Confidential Communications by Alternative Means – You have the right to request and receive confidential communications by alternative

means and locations. (For example, you may not want a family member to know that you are seeing me. On your request, I will send your bills to another address.)

- Right to Inspect and Copy – You have the right to inspect or obtain a copy of PHI in my records as these records are maintained. In such cases I will discuss with you the process involved.
- Right to Amend – You have the right to request an amendment of PHI for as long as it is maintained in the record. I may deny your request. If so, I will discuss with you the details of the amendment process.
- Right to an Accounting – You generally have the right to receive an accounting of all disclosures of PHI. I can discuss with you the details of the accounting process.
- Right to a Paper Copy – You have the right to obtain a paper copy of the Notice of Privacy Practices from me upon request.

### Psychologist's Duties:

- I am required by law to maintain the privacy of PHI and to provide you with a notice of my legal duties and privacy practices with respect to PHI.
- I reserve the right to change the privacy policies and practices described in this notice. Unless I notify you of such changes, however, I am required to abide by the terms currently in effect.
- If I revise my policies and procedures, I will notify you at our next session, or by mail at the address you provided me.

### Complaints

If you believe your privacy rights have been violated, you may file a complaint with the Privacy Officer at this practice or with the Secretary of the Department of Health and Human Services. All complaints must be submitted in writing. You will not be penalized or discriminated against for filing a complaint.

If you have any questions about this Notice, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact me:

Stacey Touhy, Psy.D.  
3785 Via Nona Marie, Suite 203-A  
Carmel, CA 93923  
805-267-6718  
[staceytouhy@gmail.com](mailto:staceytouhy@gmail.com)

### Effective Date, Restrictions, and Changes to Privacy Policy

This notice will go into effect on October 1, 2018 and remain so unless new notice provisions effective for all protected health information are enacted accordingly.