

Jeff Strnad
Licensed Marriage and Family Therapist #88870
JS Marriage and Family Therapy PC
117 S. California Ave., Suite D201
Palo Alto, CA 94306
(650)-427-0197

**AGREEMENT FOR SERVICE / INFORMED CONSENT FOR MINORS
AND NOTICE OF PRIVACY PRACTICES**

Purpose

This Agreement sets forth the terms and conditions of services provided by Jeff Strnad, LMFT (herein “Therapist” or “I”) to the minor child(ren) _____ (herein “Patient” or “you”), provides their parent(s) or guardians(s) _____ (herein “Representative”) with important information regarding the practices, policies and procedures of Therapist, and clarifies the nature and terms of the professional therapeutic relationship between Therapist and Patient. Any questions or concerns regarding the contents of this Agreement should be discussed with Therapist prior to signing it.

Policy Regarding Consent for the Treatment of a Minor Child

Therapist generally requires the consent of both parents prior to providing any services to a minor child. If any question exists regarding the authority of Representative to give consent for psychotherapy, Therapist requires that Representative submit supporting legal documentation, such as a custody order, prior to the commencement of services

Confidentiality

The information disclosed by Patient is confidential and will not be released to any third party without written authorization from Patient, except where required or permitted by law. Confidential information encompasses all interactions with Therapist, including but not limited to scheduling of appointments, attendance at appointments, content of sessions, progress in counseling, and any associated records. Representative should be aware that Therapist is not a conduit of information from Patient. Psychotherapy can only be effective if there is a trusting a confidential relationship between Therapist and Patient. Although Representative can expect to be kept up to date as to Patient’s progress in therapy, he/she will typically not be privy to detailed discussions between Therapist and Patient. However, Representative can expect to be informed in the event of any serious concerns Therapist might have regarding the safety or well-being of Patient, including suicidality.

Categorical Legal Exceptions. Exceptions to confidentiality, include, but are not limited to, reporting child, elder, and dependent adult abuse, when a Patient makes a serious threat of violence towards a reasonably identifiable victim, or when a Patient is dangerous to him/herself

or the person or property of another. Therapist is mandated under California law to report suspected child abuse, past or present, dependent adult abuse, and elder abuse. Therapist also is mandated to report certain threats of harm to self or others.

Written Consent to Release Information. Representative and Patient, if Patient is 12 or older, may give written consent for Therapist to provide information to others (e.g., psychiatrists, medical doctors, and other therapists) in an effort to coordinate or facilitate treatment. If Representative and Patient, if patient is 12 or older, so desire, the written consent may cover providing information to a referring provider such as Patient's progress in counseling.

Marital, Partner, and Family Counseling. Therapist believes that keeping secrets during the course of marital, partner, or family counseling is not desirable as a general rule. Thus, the confidentiality of what one family member, spouse or partner tells Therapist in private may be waived if Therapist believes that it is in the best interests of the partners or family.

Group Counseling. Confidentiality in group counseling is imperative, and every group member is bound by a written obligation not to share information disclosed or the content of group sessions. It has been Therapist's experience that group members take the confidentiality commitment very seriously and that violations are rare. However, even though every attempt is made to safeguard confidentiality in group counseling, there is no guarantee that group members will maintain confidentiality.

Supervision and Professional Consultation. Professional consultation, including supervision, is an important component of a healthy psychotherapy practice. As such, Therapist regularly participates in clinical, ethical, and legal consultation with appropriate professionals. During such consultation, Therapist will not reveal any personally identifying information regarding Patient, Patient's family members, or Patient's caregivers with one exception: Certain therapy modalities involve videotaping Patient sessions and sharing the videotapes with appropriate professionals for purposes of consultation or supervision. No such videotaping shall take place unless Patient, if 12 or over, and Representative both consent in writing separately from this Agreement.

Health Insurance and Managed Care Companies. Insurance and other third-party companies such as employers typically require that I, Therapist, diagnose Patient's mental health condition and indicate that Patient has a mental disorder before they will agree to reimburse you for therapeutic counseling services. In the event that a diagnosis is required, I will inform Representative and Patient, if 12 or older, of the diagnosis that I plan to render before I submit it to the insurance company or other third party company. Any diagnosis made may become part of Patient's permanent records maintained by such company.

Certain Referral Sources. When counseling is mandated by a court or the criminal justice system, disclosure of certain information such as attendance at sessions and progress in counseling must be reported (e.g., to a probation or parole officer).

Therapist Credentials, Background, and Theoretical Orientation

Therapist has been practicing as a licensed marriage and family therapist (LMFT) in California since September 2015. In this practice and in previous practice as a marriage and family therapy intern, Therapist has worked with a wide variety of patients, including adults, adolescents, children, couples, families, and groups, and also across a wide variety of issues, including but not limited to grief, trauma, depression, and anxiety.

Degrees. In addition to receiving an M.A. in counseling psychology from Pacifica Graduate Institute, Therapist has a wide variety of other education and life experience, including receiving an A.B. in Physics from Harvard as well as a J.D. (law) and Ph.D. (economics) from Yale.

Additional Training and Certifications. Therapist is certified as a Somatic Experiencing Practitioner, a body-oriented approach that is particularly useful for addressing a wide variety of trauma conditions, ranging from the after effects of accidents to developmental trauma that took place in early childhood. Therapist is a Certified Bioenergetic Therapist. Bioenergetics invites the release of unconscious holding patterns in the body, which often are the remnants of difficult childhood experiences, through breathing, movement, and emotional expression while being supported and protected by a trained and caring therapist. Therapist has trained extensively in Intensive Short-Term Dynamic Psychotherapy and is currently engaged in an advanced training program culminating in certification. Therapist has completed training in Parent-Child Interaction Therapy and is fully qualified to practice using that modality. Therapist has trained in other modalities, including Cognitive-Behavioral Therapy and Motivational Interviewing.

Theoretical Orientation. Therapist is not wedded to any particular modality or theory but uses an eclectic counseling approach, choosing, in collaboration with each Patient, a modality or mix of modalities that is effective for that Patient. Therapist regularly uses Rogerian person-centered approaches, mindfulness, cognitive-behavioral therapy, motivational interviewing, somatic approaches drawn from Somatic Experiencing and Bioenergetics, Intensive Short-Term Dynamic Psychotherapy, and Depth Psychology approaches in working with patients. For many patients, Therapist prefers Intensive Short-Term Dynamic Psychotherapy, a powerful, efficient, evidenced-based approach aimed at personal transformation as well as addressing symptoms.

Risks and Benefits of Therapy

Psychotherapy is a process in which Therapist and Patient discuss and address various issues, events, experiences, and memories for the purpose of creating positive change, enabling Patient to experience his or her life more fully. It provides an opportunity to better, and more deeply understand oneself, as well as to address any problems or difficulties. Psychotherapy is a joint effort between Patient and Therapist. Progress and success may vary depending upon the particular problems or issues being addressed as well as many other factors. A minor patient will benefit most from psychotherapy when his or her parents, guardians, or other caregivers are supportive of the therapeutic process.

Benefits. Participating in therapy may result in a number of benefits for Patient, including, but not limited to: reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, increased comfort in social, work, and family settings, increased capacity for intimacy, and increased self-confidence. Realizing such benefits may require substantial effort on the part of Patient, including an active participation in the therapeutic process, honesty, and an openness to change with respect to feelings, thoughts, and behaviors. There is no guarantee that therapy will result in any particular outcome or that you will achieve your counseling goals. Counseling goals and treatment goals may change with increased understanding.

Risks and Costs. Participating in therapy may involve some discomfort, including remembering and discussing unpleasant events, feelings, and experiences. The process may evoke strong feelings of sadness, anger, fear, or other negative emotions. At times, Therapist may challenge Patient's perceptions and assumptions, and offer fresh perspectives. The issues presented by Patient may result in unintended outcomes, including changes in personal relationships. Patient should be aware that any decision on the status of his or her personal relationships is the responsibility of Patient. During the therapeutic process, many patients find that they feel worse before they feel better. Personal growth and change may be easy and swift at times, but may also be slow and frustrating. You should address any concerns that you have regarding your progress in therapy with Therapist.

The Therapeutic Relationship

Psychotherapy involves a relationship between Patient and Therapist. The relationship is the container within which Patient's goals can be achieved. As such, it is often one in which close emotional bonds develop. At the same time, in order to be a safe and effective container, Therapist and Patient must maintain appropriate boundaries. For the most part, the therapeutic relationship begins and ends at the therapy office. Although this aspect sometimes may be difficult to understand, it is essential for maintenance of an effective therapeutic environment. As a result, Therapist cannot be involved with Patient in social, business, or friendship relationships outside of the therapy office. In order to maintain Patient's privacy, Therapist will not acknowledge Patient if Therapist and Patient encounter one another in a public setting unless Patient initiates the interaction.

Therapist's Position at Stanford University. In addition to his psychotherapy practice, Therapist holds a full time position as a Professor at Stanford University. Therapist will not take on patients who might interact with Therapist in his capacity as a Stanford employee. That set of people would include, among others, anyone who might enroll in Therapist's classes, who might serve on the same faculty in the same department, or who is a relative of one of Therapist's students or colleagues. The purpose of this policy is to avoid a "dual relationship" that might contaminate the therapeutic relationship, such as Therapist being in a position to grade a student who also is a psychotherapy patient.

Use of Touch

Therapist is trained in Somatic Experiencing and Bioenergetics, two modalities that sometimes include the use of touch in the therapeutic process. Therapist will not use touch in the therapy process unless Patient and Representative both consent in writing separately from this Agreement. If Therapist does use touch after receiving such consent from Patient and Representative, touch only will be employed in each instance if: (i) Therapist first inquires of Patient if touch would be acceptable, and Patient assents verbally; and (ii) the therapeutic purpose of the touch is stated in advance by Therapist. In no case shall Therapist employ touch in a way that goes beyond the scope of his competence, beyond the scope of his practice, or beyond the scope permitted by the applicable licensing authorities.

Social Media Policy

Therapist has various policies related to the use of social media. These policies describe how you can expect him to respond to various interactions online. As new technologies develop or as Therapist changes his use of social media, Therapist may need to update this policy. If and when such a need arises, Therapist will notify you in writing of any policy changes, and you will receive a copy of the updated policy.

Friending. Therapist does not accept friend or contact requests from current or former patients on any social networking site, including Facebook and LinkedIn. Adding patients as friends or contacts on these sites can compromise client confidentiality and the respective privacy of Patient and Therapist. It also may blur the boundaries of the therapeutic relationship.

Interacting. Please do not use SMS (mobile phone texting) or messaging on social networking sites such as Facebook or LinkedIn to contact Therapist. These sites are not secure and your messages may not be read in a timely fashion. Do not use Facebook wall postings or any other means of engaging with Therapist in public online. Engaging with Therapist using these vehicles may compromise your confidentiality and may create the possibility that these exchanges become part of your patient records, requiring documentation in your chart. If you need to contact Therapist between sessions, the best way to do so is by phone, (650)-427-0197. Email sent to jeff@jefftherapy.com is second best and should be limited to brief administrative issues such as changing appointment times.

Use of Search Vehicles by Therapist. It is not part of Therapist's regular practice to search for patient information on Google, Facebook, or any other search vehicle. Extremely rare exceptions may be made during times of crisis. If Therapist has reason to suspect that you are in danger and you have not been in touch with him via our usual means (coming to appointments, phone, or email), there might be instances in which using a search engine or other search vehicle to find you, to find someone close to you, or to check on your status becomes necessary as part of ensuring your welfare. These situations are unusual, and if Therapist ever resorts to such means, he will document it fully and discuss it with you when you meet with him next.

Business Review Sites. You may find Therapist on sites such as Yelp, Healthgrades, Yahoo Local, Bing, or other places that list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb the internet for business listings and automatically add listings regardless of whether the business has opted for inclusion. If you should find Therapist's listing on any of these sites, please understand that the listing is not a request for a testimonial, rating, or endorsement from you as Patient. Under the ethics codes applicable to Therapist, it is unethical for Therapist to solicit testimonials from current or former patients.

Of course, you have a right to express yourself on any site you wish. But due to confidentiality, Therapist cannot respond to any review on any of these sites. Therapist urges you to take your own privacy as seriously as Therapist takes his commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with Therapist about your feelings about our work, there is a good possibility that he may never see it. Therapist hopes that you will bring your feelings and reactions to the therapy work directly into the therapy process. Doing so can be an important part of therapy, even if you decide Therapist is not a good fit.

You are free to share that you are in therapy with Therapist whenever and with whomever you like. Confidentiality creates a restriction in the other direction: Therapist cannot tell people that you are his patient, and the applicable Ethics Code bars Therapist from requesting testimonials. But you are more than welcome to tell anyone you wish about Therapist or how you feel about the treatment provided to you, in any forum of your choosing. If you do choose to write something on a business review site, Therapist hopes you will keep in mind that you may be sharing personal information in a public forum. Therapist urges you to consider strategies such as creating a pseudonym not linked to your regular email address or friend networks for your own privacy and protection.

Questions and Sharing Online Information with Therapist. If you have questions about any of these policies, please address them to Therapist. If there is information from your online life or interactions that you wish to share with Therapist, please bring that information into your sessions with Therapist where we can view and explore them together during the therapy time.

Location-Based Services. If you use location-based services on your mobile phone, you should be aware of the related privacy issues. If you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy patient due to regular check-ins at Therapist's office on a weekly basis. Please be aware of this risk if you are intentionally checking in from Therapist's office or if you have a passive location-based services application enabled on your phone.

Email. Please use email only to arrange or modify appointments. Please do not email content related to your therapy sessions. Email is not completely secure or confidential. If you choose to communicate with Therapist by email, be aware that all emails are retained in the logs of your and his 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 administrators of the internet

service providers. You should also know that any email Therapist receives from you and any responses that Therapist sends back to you may become a part of your patient records.

Complaints

If you are dissatisfied with any aspect of our work, Therapist hopes that you will bring your thoughts, feelings, and reactions, especially negative ones, directly into the therapy process. If you believe that you have been treated unethically or unfairly by Therapist or by any other licensed counselor and cannot resolve this problem directly with Therapist or other counselor, you can contact the Board of Behavioral Sciences, which oversees therapist licensing, and Board personnel will review the situation.

Board of Behavioral Sciences
1625 N. Market Blvd., Suite S-200
Sacramento, CA 96834

(916)-574-7830

http://www.bbs.ca.gov/consumer/complaint_info.shtml

Records and Record Keeping

Therapist may take notes during sessions and will create other records regarding Patient's treatment. These records constitute Therapist's clinical and business records, which by law, Therapist is required to maintain. Such records are the sole property of Therapist. Therapist will not alter his normal record keeping process at the request of any patient or representative. Should Patient or Representative request a copy of Therapist's records, such a request must be made in writing. Therapist reserves the right, under California law, to provide Patient or Representative with a treatment summary in lieu of actual records. Therapist also reserves the right to refuse to produce a copy of the record under certain circumstances, but may, as requested, provide a copy of the record to another treating health care provider. Representative has limited rights under California and federal law to access the records regarding Patient. Should Representative request access to Therapist's records, such a request will be responded to in accordance with the restrictions set forth by both California law and federal law. Therapist will maintain Patient's records following termination of therapy for ten years or until Patient reaches 21 years of age, whichever is longer. However, after ten years or after Patient reaches 21 as the case may be, Patient's records will be destroyed in a manner that preserves Patient's confidentiality.

Patient Litigation

Therapist will not voluntarily participate in any litigation or custody dispute in which Patient or Representative and another individual, or entity, are parties. Therapist has a policy of not communicating with Patient's or Representative's attorney and generally will not write or sign letters, reports, declarations, or affidavits to be used in Patient's or Representative's legal matters. Therapist generally will not provide records or testimony unless compelled to do so.

Should Therapist be subpoenaed, or ordered by a court of law, to appear as a witness in an action involving Patient, Representative agrees to reimburse Therapist at Therapist's usual and customary hourly rate of \$180 for the time spent making himself available for such an appearance, including hours spent on preparation and travel, as well as for the direct cost of travel. Therapist will not make any recommendation as to custody or visitation regarding Patient. Therapist will make every effort to avoid being involved in any custody dispute between Patient's parents.

Psychotherapist-Patient Privilege

The information disclosed by Patient, as well as any records created, is subject to the psychotherapist-patient privilege. The psychotherapist-patient privilege results from the special relationship between Therapist and Patient in the eyes of the law. It is akin to the attorney-client privilege or to the doctor-patient privilege. Typically, the patient is the holder of the psychotherapist-patient privilege. If Therapist receives a subpoena for records, deposition testimony, or testimony in a court of law, Therapist will assert the psychotherapist-patient privilege on Patient's behalf until instructed, in writing, to do otherwise by a person with the authority to waive the privilege on Patient's behalf. When a patient is a minor child, the holder of the psychotherapist-patient privilege is either the minor, a court appointed guardian, or minor's counsel. Parents typically do not have the authority to waive the psychotherapist-patient privilege for their minor children, unless given such authority by a court of law. Bringing certain legal actions in which Patient's mental or emotional states necessarily are an issue may result in waiver of the psychotherapist-patient privilege. Representative is encouraged to discuss any concerns regarding the psychotherapist-patient privilege with his or her attorney.

Fee and Fee Arrangements

Therapist's usual and customary fee for individual, couples, or family counseling is \$186 per 60 minute session, including between-session telephone counseling. Therapist offers a cash discount rate of \$180 per 60 minutes when payment is made by cash or check. Sessions longer or shorter than 60 minutes are charged on a pro rata basis at the same rates, \$3.10 per minute or \$3.00 per minute with a cash discount. Therapist reserves the right to periodically adjust these fee rates. Representative will be notified of any fee adjustment in advance. In addition, these rates may be adjusted by contract with insurance companies, managed care organizations, other third-party payers, or by written agreement between Representative and Therapist.

Telephone Services. From time-to-time, Therapist may engage in telephone contact with Patient for purposes other than scheduling sessions or other administrative matters. Representative is responsible for payment of the agreed upon fee (on a pro rata basis) for any such telephone calls. In addition, from time-to-time, Therapist may engage in telephone contact with third parties at the request of Patient or Representative and with advance written authorization by Patient or Representative. Representative is responsible for payment of the agreed upon fee (on a pro rata basis) for any such telephone calls longer than ten minutes.

Timely Payment. Representative is expected to pay for services at the time services are rendered. Therapist currently accepts cash, checks, and payment via major credit cards.

Insurance Reimbursement

Therapist is not a contract provider with any insurance company or managed care organization. Should Representative choose to use insurance, Therapist will provide Representative with a statement, which Representative can submit to the third-party of Representative's choice to seek reimbursement for fees already paid.

Cancellation Policy

Representative is responsible for payment of the agreed upon fee for any missed session(s). Representative is also responsible for payment of the agreed upon fee for any session(s) for which Representative and Patient failed to give Therapist at least 24 hours notice of cancellation. Cancellation notice should be left on Therapist's voice mail at (650)-427-0197.

Therapist Availability

Therapist employs a confidential voice mail system that allows Patient or Representative to leave a message at any time. Therapist will make every effort to return calls within 24 hours (or by the next business day), but cannot guarantee that calls will be returned immediately. Therapist is unable to provide 24-hour crisis service. In the event that Patient is feeling unsafe or requires immediate medical or psychiatric assistance, Patient or Representative should call 911 or go to the nearest emergency room.

Termination of Therapy

Therapist reserves the right to terminate therapy at his discretion. Reasons for termination include, but are not limited to, untimely payment of fees, failure to comply with treatment recommendations, conflicts of interest, failure to participate in therapy, Patient needs being outside of Therapist's scope of competence or practice, or Patient not making adequate progress in therapy. Patient or Representative has the right to terminate therapy at his or her discretion. Upon either party's decision to terminate therapy, Therapist recommends that Patient participate in at least one termination session, and possibly more. These sessions are intended to facilitate a positive termination experience and to give both parties an opportunity to reflect on the work that has been done. Therapist will also attempt to ensure a smooth transition to another therapist by offering referrals to Patient or Representative.

Therapy Practice in Corporate Form

Therapist engages in the practice of psychotherapy via JS Marriage and Family Therapy PC, a professional corporation. As Representative and Patient, you are contracting with this corporation rather than directly with Therapist.

NOTICE OF PRIVACY PRACTICES

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.

I am required by law to maintain the privacy and security of your protected health information (“PHI”) and to provide you with this Notice of Privacy Practices (“Notice”). I must abide by the terms of this Notice, and I must notify you if a breach of your unsecured PHI occurs. I can change the terms of this Notice, and such changes will apply to all information I have about you. The new Notice will be available upon request, in my office, and on my website.

Except for the specific purposes set forth below, I will use and disclose your PHI only with your written authorization (“Authorization”). It is your right to revoke such Authorization at any time by giving me written notice of your revocation.

Uses (Inside Practice) and Disclosures (Outside Practice) Relating to Treatment, Payment, or Health Care Operations Do Not Require Your Written Consent. I can use and disclose your PHI without your Authorization for the following reasons:

1. **For your treatment.** I can use and disclose your PHI to treat you, which may include disclosing your PHI to another health care professional. For example, if you are being treated by a physician or a psychiatrist, I can disclose your PHI to him or her to help coordinate your care, although my preference is for you to give me an Authorization to do so.
2. **To obtain payment for your treatment.** I can use and disclose 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 to get paid for the health care services that I have provided to you, although my preference is for you to give me an Authorization to do so.
3. **For health care operations.** I can use and disclose your PHI for purposes of conducting health care operations pertaining to my practice, including contacting you when necessary. For example, I may need to disclose your PHI to my attorney to obtain advice about complying with applicable laws.

Certain Uses and Disclosures Require Your Authorization.

1. **Psychotherapy Notes.** I do keep “psychotherapy notes” as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:

- a. For my use in treating you.

- b. For my use in training or supervising other mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy.
- c. For my use in defending myself in legal proceedings instituted by you.
- d. For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA.
- e. Required by law, and the use or disclosure is limited to the requirements of such law.
- f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
- g. Required by a coroner who is performing duties authorized by law.
- h. Required to help avert a serious threat to the health and safety of others.

2. Marketing Purposes. As a psychotherapist, I will not use or disclose your PHI for marketing purposes.

3. Sale of PHI. As a psychotherapist, I will not sell your PHI in the regular course of my business.

Certain Uses and Disclosures Do Not Require Your Authorization. Subject to certain limitations in the law, I can use and disclose your PHI without your Authorization for the following reasons:

1. When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.
2. For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone's health or safety.
3. For health oversight activities, including audits and investigations.
4. For judicial and administrative proceedings, including responding to a court or administrative order, although my preference is to obtain an Authorization from you before doing so.
5. For law enforcement purposes, including reporting crimes occurring on my premises.
6. To coroners or medical examiners, when such individuals are performing duties authorized by law.
7. For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.

8. Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counter-intelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.

9. For workers' compensation purposes. Although my preference is to obtain an Authorization from you, I may provide your PHI in order to comply with workers' compensation laws.

10. Appointment reminders and health related benefits or services. I may use and disclose your PHI to contact you to remind you that you have an appointment with me. I may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that I offer..

Certain Uses and Disclosures Require You to Have the Opportunity to Object.

1. **Disclosures to family, friends, or others.** I may provide your PHI to a family member, friend, or other person that you indicate 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 emergency situations.

YOUR RIGHTS YOUR REGARDING YOUR PHI

You have the following rights with respect to your PHI:

1. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes. I am not required to agree to your request, and I may say “no” if I believe it would affect your health care.

2. The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full. You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.

3. The Right to Choose How I Send PHI to You. You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.

4. The Right to See and Get Copies of Your PHI. Other than “psychotherapy notes,” you have the right to get an electronic or paper copy of your medical record and other information that I have about you. I will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and I may charge a reasonable, cost based fee for doing so.

5. The Right to Get a List of the Disclosures I Have Made. You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost based fee for each additional request.

6. The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say “no” to your request, but I will tell you why in writing within 60 days of receiving your request.

7. The Right to Get a Paper or Electronic Copy of this Notice. You have the right get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

HOW TO COMPLAIN ABOUT MY PRIVACY PRACTICES

If you think I may have violated your privacy rights, you may file a complaint with me, as the Privacy Officer for my practice, and my address and phone number are:

Jeff Strnad
117 S. California Ave., Suite D201
Palo Alto, CA 94306

(650)-427-0197

You can also file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by:

1. Sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201;
2. Calling 1-877-696-6775; or,
3. Visiting www.hhs.gov/ocr/privacy/hipaa/complaints.

I will not retaliate against you if you file a complaint about my privacy practices.

EFFECTIVE DATE OF THIS NOTICE

This notice went into effect on September 20, 2013.

Acknowledgment

By signing below, Representative acknowledges that he or she has reviewed and fully understands the terms and conditions of this Agreement and the Notice of Privacy Practices. Representative has discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Representative's satisfaction. Representative and Patient, if 12 or older, agree to abide by the terms and conditions of this Agreement and consent to Patient participating in psychotherapy with Therapist. Moreover, Representative agrees to hold Therapist free and harmless from any claims, demands, or suits for damages from any injury or complications whatsoever, save negligence, that may result from such treatment.

Patient Name (please print)

Signature of Patient (if Patient is 12 or older)

Date

Signature of Representative (and relationship to Patient)

Date

Signature of Representative (and relationship to Patient)

Date

Financial Responsibility

I understand that I am financially responsible to Therapist for all charges, including unpaid charges by my insurance company or by any other third-party payer(s).

Name of Responsible Party (Please print)

Signature of Responsible Party (and relationship to Patient)

Date

Name of Responsible Party (Please print)

Signature of Responsible Party (and relationship to Patient)

Date