

Jeff Strnad
Licensed Marriage and Family Therapist #88870
JS Marriage and Family Therapy PC
91 Peter Coutts Circle
Stanford, CA 94305
(650)-427-0197

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

Purpose

This Agreement is intended to provide the undersigned (herein “Patient” or “you”) with important information regarding the practices, policies and procedures of Jeff Strnad, LMFT (herein “Therapist” or “I”), and to clarify 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.

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.

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. Patient 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 Patient so desires, Patient’s 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 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 consents 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 your mental health condition and indicate that you have 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 you 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 your 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 completed two separate three-year core training programs with Jon Frederickson and John Rathauer, both programs approved by International Experiential Dynamic Therapy Association. 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.

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 consents in writing separately from this Agreement. If Therapist does use touch after receiving such consent from Patient, 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 patient 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. Should Patient 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 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. Therapist will maintain Patient's records for ten years following termination of therapy. However, after ten years, 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 and another individual, or entity, are parties. Therapist has a policy of not communicating with Patient's attorney and generally will not write or sign letters, reports, declarations, or affidavits to be used in Patient'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, Patient agrees to reimburse Therapist at Therapist's usual and customary hourly rate specified below 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.

Psychotherapist-Patient Privilege

The information disclosed by Patient and any records created are 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 Patient or Patient's representative. Patient should be aware that he or she might be waiving the psychotherapist-patient privilege if he or she makes his or her mental or emotional state an issue in a legal proceeding if the legal proceeding is versus Therapist. Patient should address any concerns he or she might have 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 \$250 per 60 minute session, including telephone counseling. Therapist offers a cash discount rate of \$240 per 60 minutes when payment is made by Zelle, cash, or check. Fees for sessions longer or shorter than 60 minutes are adjusted pro rata (e.g., \$4.00 per minute with a cash discount). Therapist reserves the right to periodically adjust these fee rates. Patient 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 Patient and Therapist.

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

Timely Payment. Patient is expected to pay for services prior to the time services are rendered. Therapist currently accepts cash, checks, Zelle, PayPal, and payment via major credit cards (through PayPal).

Good Faith Estimate Notice. You may have the right to receive a "Good Faith Estimate" explaining how much your medical and mental health care will cost. Under the law, health care providers need to give patients who do not have insurance or who are not using insurance an estimate of the expected charges for medical services, including psychotherapy services. You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency healthcare services, including psychotherapy services. You can ask your health care provider, and any other provider you choose, for a Good Faith Estimate before you schedule a service. If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill. Make sure to save a copy or picture of your Good Faith Estimate. For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises.

Insurance Reimbursement

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

Cancellation Policy

Patient is responsible for payment of the agreed upon fee for any missed session(s). Patient is also responsible for payment of the agreed upon fee for any session(s) for which 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. A similar policy applies to Therapist. If Therapist should cancel as session less than 24 hours in advance for any reason, Therapist agrees to provide a free session of the same length in compensation.

Therapist Availability

Therapist employs a confidential voice mail system that allows Patient 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 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 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.

Therapy Practice in Corporate Form

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

Informed Consent to Telepsychology

Telepsychology refers to providing psychotherapy services remotely using telecommunications technologies, such as videoconferencing or telephone. One of the benefits of telepsychology is that we can engage in services without being in the same physical location. Even when meeting in person is possible, telepsychology sessions can be helpful in ensuring continuity of care if either of us move to a different location, take an extended vacation, or is otherwise unable to continue to meet in person. It is also more convenient and takes less time. At present, Therapist is offering sessions only by telepsychology. By signing this Agreement for Service, Patient is consenting to the use of telepsychology to conduct sessions.

Risks of Telepsychology. Telepsychology requires attention to technology and privacy aspects to be effective. Although there are benefits of telepsychology, there are some differences between in-person psychotherapy and telepsychology, as well as some risks. For example:

Risks to confidentiality. Because telepsychology sessions take place outside of the therapist's private office, there is potential for other people to overhear sessions if you are not in a private place during the session. On my end I will take reasonable steps to ensure your privacy. But to maintain confidentiality, you will need to find a private place for our session where you will not be interrupted. It is also up to you to protect the privacy of our session on your cell phone or other device.

Issues related to technology. There are many ways that technology issues can impact telepsychology. For example, technology may stop working during a session, other people might be able to get access to our private conversation, or stored data could be accessed by unauthorized people or companies. Although we will use technology and take precautions that minimize these risks, it is important to be cognizant of them when engaging in telepsychology.

Electronic Communication Method. We will use Zoom for our telepsychology sessions. The version of the Zoom platform that we will be using is HIPAA compliant. You may have to have certain computer or cell phone systems to use telepsychology services. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychology.

Confidentiality. I have a legal and ethical responsibility to make my best efforts to protect all communications that are a part of our telepsychology. However, the nature of electronic communications technologies is such that I cannot guarantee that our communications will be kept confidential or that other people may not gain access to our communications. I will try to use updated encryption methods, firewalls, and back-up systems to help keep your information private, but there is a risk that our electronic communications may be compromised or accessed by others. You should also take reasonable steps to ensure the security of our communications (for example, by using secure networks for telepsychology sessions and by using passwords to protect the device you use for telepsychology).

Interruptions. If a videoconferencing session is interrupted for any reason, such as the technological connection fails, I will attempt to call you to complete our session via phone. My phone number is: 650-427-0197.

Fees and Insurance. The same fee rate applies to both telepsychology and in-person psychotherapy. However, insurance or other managed care providers may not cover sessions that are conducted via telecommunication. If your insurance, HMO, third-party payer, or other managed care provider does not cover electronic psychotherapy sessions, you will be solely responsible for the entire fee. If insurance coverage is of concern for you, please contact your

insurance company prior to our engaging in telepsychology sessions in order to determine whether these sessions will be covered.

Records. The telepsychology sessions shall not be recorded in any way unless you previously agreed in writing to allow recording by executing a Consent for Videotaping. I will maintain a record of our session in the same way I maintain records of in-person sessions in accordance with my policies.

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
91 Peter Coutts Circle
Stanford, CA 94305

(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, Patient acknowledges that he or she has reviewed and fully understands the terms and conditions of this Agreement and the Notice of Privacy Practices. Patient has discussed such terms and conditions with Therapist, and has had any questions with regard to its terms and conditions answered to Patient's satisfaction. Patient agrees to abide by the terms and conditions of this Agreement and consents to participate in psychotherapy with Therapist. Moreover, Patient 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 (or authorized representative)

Date

Financially Responsible Party Other than Patient (If Any)

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

Date