

Traci L. Wallace, Ph.D.

*Licensed Psychologist
PSY 14644*

**Agreement and Consent to Receive Psychotherapy Services
HIPAA Notice of Privacy Practices**

Welcome to my practice. This document provides you with information about my practice and policies. It includes a section describing privacy practices, how information about you may be used, and how you can access that information. Please review this document carefully. Your signature will represent your agreement with the policies and practices and your consent to receive my services as described in this document.

The Process of Psychotherapy: Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concerns that led you to seek therapy. During the course of therapy, I am likely to draw on various psychological approaches according, in part, to the problem that is being treated and my assessment of what will best benefit you. Psychotherapy also requires your very active involvement, honesty, and openness in order to change your thoughts, feelings and /or behavior. During evaluation or therapy, remembering or talking about uncertain events, feelings, or thoughts can result in your experiencing discomfort or strong feelings, such as sadness, guilt, anger, or frustration. I may challenge some of your assumptions or perceptions or propose different ways of looking at, thinking about, or handling situations that can cause you to feel upset, angry, depressed, challenged, or disappointed. Attempting to resolve issues that brought you to therapy in the first place, such as personal or interpersonal relationships, may result in changes that were not originally intended. Psychotherapy may result in decisions about changing behaviors, employment, substance use, schooling, housing, or relationships. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that psychotherapy will yield positive or intended results.

Because psychotherapy involves a great commitment of time, money and energy, it is important to select the right therapist for you. I will not accept patients who, in my opinion, I cannot help. After an initial evaluation, I will discuss with you my working understanding of the problem and therapeutic objectives. If you have any unanswered questions about any of the procedures used in the course of therapy, their possible risks, my expertise in employing them, or about the treatment plan, please ask and I will do my best to answer you fully. You also have the right to ask about other treatments for your condition and their risks and benefits. If you could benefit from any treatment that I do not provide, I have an ethical obligation to assist you in obtaining those treatments.

If at any point during psychotherapy, I assess that I cannot be effective in helping you reach your therapeutic goals, I am obliged to discuss it with you and, if appropriate, to terminate treatment.

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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 therapy at any time. In such a case, I will give you a number of referrals that may be of help to you and, if you request and authorize it in writing, I will talk to the psychotherapist of your choice in order to help with the transition.

Sessions: Psychotherapy sessions last 45 minutes. Since scheduling of an appointment involves the reservation of time specifically for you, a minimum of 24 hours notice is required for rescheduling or canceling an appointment. Unless we reach a different agreement, the full fee will be charged for sessions missed without such notification. (Insurance companies do not reimburse for missed sessions or for sessions in which you arrive significantly late).

Contacting Me: If you need to contact me between sessions, please leave a voicemail message and I will return your call as soon as possible. I check messages a few times per day, unless I am out of town. I make every effort to return calls within 24 hours, excluding weekends and holidays, in which case I return calls the next business day. If an emergency situation arises, please indicate it clearly in your message. If you cannot wait for me to return your call, you can contact 911. If I am away and you need to talk to someone before my return, I will have another therapist covering my calls and his or her contact information will be on my office message.

Electronic Communications Policy: I use email and text communication only with your permission and only for administrative purposes, such as setting and changing appointments. Please do not email or text message me about any clinical matters because these are not secure means of contact. If you need to discuss something other than scheduling appointments, please call me or inform me during your therapy session.

Payments & Insurance Reimbursement: Patients are expected to pay the standard fee, \$150 per therapy hour, at the end of each session or at the end of the month unless other arrangements have been made. Please notify me if any problem arises during the course of therapy regarding your ability to make timely payments. Patients who request me to bill insurance companies for payment should be aware that submitting a mental health invoice carries a certain amount of risk. Not all conditions or problems that are the focus of psychotherapy are reimbursed by insurance companies. It is your responsibility to verify the specifics of your coverage.

Confidentiality: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except where disclosure is required by law. Upon your request I will release information to any agency or person you specify unless I conclude that releasing such information might be harmful to you.

When Disclosure is Required by Law: Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; and where a client presents a danger to self, to others, to property, or is gravely disabled.

When Disclosure May be Required: Disclosure may be required pursuant to a legal proceeding. If you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony from me. In couple and family

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. I will not release records to any outside party unless I am authorized to do so by all adult family members who were part of the treatment.

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

Consultation: In keeping with ethical practice, I receive regular professional consultation. In these situations, I will not share your name or identifying information about you. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.

Health Insurance & Confidentiality of Records: Disclosure of confidential information may be required by your health insurance carrier in order to process the claims. If you so instruct me, only the minimum necessary information will be communicated to the carrier. I have no control or knowledge over what insurance companies do with the information I submit or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy, or to future eligibility to obtain health or life insurance.

Litigation Limitation: Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), confidentiality of your records may become compromised.

HIPAA 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.**

It is my legal duty to safeguard your Protected Health Information (PHI). By law, I am required to insure that your PHI is kept private. The PHI constitutes information created or noted by me that can be used to identify you. It contains data about your past, present, or future health or condition, the provision of health care services to you, or the payment of such health care. Use of PHI means when I share, apply, utilize, examine, or analyze information within my practice; PHI is disclosed when I release, transfer, give, or otherwise reveal it to a third party outside my practice. With some exceptions, I may not use or disclose more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made; however, I am always legally required to follow the privacy practices described in this Notice.

Please note that I reserve the right to change the terms of this Notice and my privacy policies at any time. Any changes will apply to PHI already on file with me. Before I make any important changes to my policies, I will immediately change this Notice and leave a new copy of it in my office. You may also request a copy of this Notice from me or you can view a copy of it in my office.

I will use and disclose your PHI for many different reasons. I may disclose your PHI *without* your prior written consent or authorization for the following reasons: 1. If you need emergency treatment, provided that I attempt to get your consent after treatment is rendered. 2. When disclosure is required by federal, state, or local law; judicial, board, or administrative proceedings; or law enforcement. 3. If disclosure is compelled by a party to a proceeding before a court of an administrative agency pursuant to its lawful authority. 4. If disclosure is required by a search warrant lawfully issued to a governmental law enforcement agency. 5. If disclosure is compelled by the patient or the patient's representative pursuant to California Health and Safety Codes or to corresponding federal statutes of regulation, such as the Privacy Rule that required this Notice. 6. To avoid harm. I may provide PHI to law enforcement personnel or persons able to prevent or mitigate a serious threat to the health or safety of a person or the public. 7. If disclosure is compelled or permitted by the fact that you are in such mental or emotional condition as to be dangerous to yourself or the person or property of others, and if I determine that disclosure is necessary to prevent the threatened danger. 8. If disclosure is mandated by the California Child Abuse and Neglect Reporting law. 9. If disclosure is mandated by the California Elder Abuse/Dependent Adult Abuse reporting law. 10. If disclosure is compelled or permitted by the fact that you tell me of serious/imminent threat of physical violence by you against a reasonably identifiable victim or victims. 11. In some cases, for public health activities, specific government functions, research purposes, Workers' Compensation purposes. 12. If an arbitrator or arbitration panel compels disclosure, when arbitration is lawfully requested by either party, pursuant to subpoena duces tectum or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel. 13. If disclosure is required or permitted to a health oversight agency for oversight activities authorized by law. 14. I am permitted to contact you to provide appointment reminders or information about alternative or other health-related benefits and services that may be of interest to you.

In any other situation not described above, I will request your written authorization before using or disclosing any of your PHI. Even if you have signed an authorization to disclose your PHI, you may later revoke that authorization, in writing, to stop any future uses and disclosures (assuming I haven't taken any action subsequent to the original authorization) of your PHI by me.

In general, you have the right to see your PHI that is in my possession, or to get copies of it; however, you must request it in writing. If I do not have your PHI, but I know who does, I will advise you how you can get it. You will receive a response from me within 5 days of my receiving your written request. Under certain circumstances, I may feel I must deny your request, but if I do, I will give you, in writing, the reasons for the denial. I will also explain your right to have my denial reviewed. If you ask for copies of your PHI, I will charge you not more than \$.25 per page. I may see fit to provide you with a summary or explanation of the PHI, but only if you agree to it, as well as to the cost, in advance.

You have the right to ask that I limit how I use and disclose your PHI. While I will consider your request, I am not legally bound to agree. If I do agree to your request, I will put those limits in writing and abide by them except in emergency situations. You do not have the right to limit the uses and disclosures that I am legally required or permitted to make.

It is your right to ask that your PHI be sent to you at an alternate address or by an alternate method. I am obliged to agree to your request providing that I can give you the PHI, in the format you requested, without undue inconvenience.

You are entitled to a list of disclosures of your PHI that I have made. The list will not include uses or disclosures to which you have already consented. Neither will the list include disclosures made for national security purposes, to corrections or law enforcement personnel, or disclosures made before April 15, 2003. After April 15, 2003, disclosure records will be held for six years. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I give you will include disclosures made in the previous six years unless you indicate a shorter period. The list will include the date of the disclosure, to whom PHI was disclosed (including the address, if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no cost, unless you make more than one request in the same year, in which case I will charge you a reasonable sum based on a set fee for each additional request. If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that I correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of my receipt of your request. I may deny your request, in writing, if I find that: the PHI is a) correct and complete, b) forbidden to be disclosed, c) not part of my records, or d) written by someone other than me. My denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and my denial be attached to any future disclosures of your PHI. If I approve your request, I will make the changes to your PHI. Additionally, I will tell you that the changes have been made, and I will advise all others who need to know about the changes to your PHI.

If, in your opinion, I may have violated your privacy rights, or if you object to a decision I made about access to your PHI, you are entitled to file a complaint with me. You may also send a written complaint to the Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201. If you file a complaint about my privacy practices, I will take no retaliatory action against you. If you have any questions about this Notice or any complaints about my my privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact me at:

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I have read the above Agreement and Consent and the HIPAA Notice carefully; I understand and agree to comply with them.

Patient Name (print)

Date

Signature

Traci L. Wallace, Ph.D.

Date