



Consent for Evaluation & Treatment / Practice Policies

Thank you for entrusting us with your care. Choosing a mental health provider is an important decision. Please review below.

OUR PRACTICE MODEL

Mind Health Institute, Newport Beach (MHI-NB) and Mind Health Institute, Laguna Beach (MHI-LB) are multi-disciplinary clinics comprised of various mental health providers including psychiatrists, psychologists, therapists, psychological testing specialists, administrative support staff, and other related professionals. MHI-NB is the flagship site in Orange County. However, MHI-LB as well as future Orange County sites are part of our same practice. We offer collaborative care that includes interaction between our providers as well as a variety of services to support our team including targeted psychological tests, height/weight monitoring, blood pressure monitoring, pharmacogenomic testing, etc. We also strive to integrate new services as the standard of care changes in an effort to offer you the best care possible. In addition to working collaboratively within our clinic, your MHI-NB and MHI-LB provider practices within a network of colleagues (i.e., primary care doctors, other specialty physicians, psychologists, social workers, therapists, nutritionists, etc.) that we can offer as referrals. If a referral is offered, your provider is also willing to work collaboratively with these professionals and coordinate your care based on your needs. Although we always attempt to identify top quality professionals, we cannot be responsible for services and treatments that other professionals provide. It is your responsibility to determine if a professional referral is acceptable and alternative options can always be considered.

ADMINISTRATIVE SUPPORT STAFF

Our office administrative staff is available from 8:30 am to 5:30 pm on weekdays (excluding holidays) and can be contacted by phone (**949-891-0307, ext. 0**) or email (**admin@mhi-nb.com**) for all administrative issues including scheduling and rescheduling appointments, payment issues, requests for service invoices, etc. Clinical issues should always be addressed with your individual provider and not the administrative staff.

INITIAL EVALUATION

The initial session is an evaluation only and is also intended to determine if a treatment relationship is appropriate. This session focuses on conducting an initial evaluation and outlining a treatment plan. It is specific for each individual and often serves as the foundation for your ongoing care. Please bring completed patient forms (under “forms” section of our website at www.mhi-nb.com or www.mhi-lb.com) to this appointment and make sure to provide information about previous providers, past treatments, and medication trials. Additionally, collateral information (i.e., school reports, family reports, etc.) is often helpful and will be discussed during this initial session. Please remember that a comprehensive evaluation is necessary regardless of the treatment modality (i.e., psychotherapy, psychiatric medication management, psychological testing, etc.) and prior assessments by other providers. Additionally, during this initial session, we will mutually determine if we are best suited to provide your ongoing care and may choose to help connect you elsewhere. The length of the initial session is dependent on the type of service that you are seeking as well as your chosen provider. Our psychiatrists generally conduct 90-minute initial evaluations whereas our psychologists and therapists often complete their initial sessions in 60-120 minutes. In some situations, extra sessions are needed to complete an appropriate evaluation.

PSYCHOTHERAPY

Sometimes called talk therapy or merely therapy, this form of treatment can be helpful for individuals, couples, and families. Benefits of psychotherapy can include stress reduction, improved relationships, resolution of specific problems, parent skills training, and improved self-insight. However, psychotherapy is not guaranteed to work for everybody and can be a significant financial investment and time commitment. Psychotherapy may also require exploring unpleasant aspects of your life and can lead to feelings of distress (i.e., guilt, anxiety, frustration, etc.). Such unpleasant aspects are generally temporary but are extremely important to discuss when present. Please remember that anything can be discussed in psychotherapy. Thus, it is important to let your therapist know if you feel that your goals are not being met. All of our providers are willing to help find alternative referrals, if necessary, whether within our practice or elsewhere.

MEDICATION MANAGEMENT

Psychiatric medications (aka. psychotropic medications) can be used in conjunction with psychotherapy to treat many conditions. It is often important to find the best combination of medication management and psychotherapy to serve your needs. Our psychiatrists can provide an integrated approach as they are trained to administer both psychiatric medications and perform psychotherapy. However, it is often appropriate for your psychiatrist to merely manage your psychiatric medications and share the psychotherapy with an alternative provider within our practice (MHI-NB or MHI-LB) or elsewhere. Often called the ‘split treatment’ model, this may be discussed to determine if it would be a viable option for your care. In situations that warrant the use of psychiatric medications, it is imperative for you to understand the condition or symptoms being targeted and



likely outcomes. Moreover, since all medications have the potential for side effects, your psychiatrist will always discuss the risks, benefits, side effects, government warnings, and alternative treatments (including not using medications) with you. We strive to educate you about all treatment options and generally prefer to not rely on psychiatric medications alone.

PSYCHOLOGICAL TESTING

In some cases, psychological testing (aka. psych testing, psychoeducational testing, or neuropsychological testing) is warranted. This is a fairly lengthy and comprehensive assessment done with a highly trained clinical psychologist using norm-referenced tests. This type of testing takes place over many sessions. The first appointment begins by talking about the goals of the assessment and gathering relevant background information. You will then likely meet with the psychologist for chunks of time to complete tests focusing on cognitive, academic, developmental, social/emotional, and behavioral functioning. Some of the tests involve using manipulatives such as blocks, pictures, or toys. Some are verbal and involve answering questions, and some are paper and pencil tests. Norm-referenced tests have been standardized so that test-takers are evaluated in a similar way, no matter where they live or who administers the test. A norm-referenced test of a child's reading abilities, for example, may rank that child's ability compared to other children of similar age or grade level. The purpose of psychological testing is to provide information including a diagnosis, treatment plan, and description of an individual's strengths and weaknesses. Some goals of psychological testing may be to strengthen a child's educational progress by understanding his/her strengths and weaknesses, provide accommodations in school for a child who has learning problems, or decide on treatment options available. Outcomes of psychological testing can assist in better understanding the clinical question as well as help provide a diagnosis and refined treatment plan. There may be discomfort in psychological testing including mental fatigue and emotional discomfort when discussing uncomfortable emotions. In addition, the outcomes of psychological testing are dependent upon the effort put forth by the patient. This includes coming to sessions on time, being well rested, and engaging honestly and openly. Any questions regarding testing should be addressed during this process. For testing, we may use an electronic testing system to collect and process testing data (i.e., Q Interactive, Q Global, MHS, etc.). Your testing record will only be accessed by your provider or by our administrative staff as needed. It is our policy to always protect this information in accordance with all legal and ethical standards.

PROFESSIONAL FEES

Our most current list of fees for professional and other clinical services including individual provider rates can always be found under the "policies" tab of our website at www.mhi-nb.com or www.mhi-lb.com. Please remember that a provider's rate is not always directly correlated with quality of care. Many factors go into determining an individual provider's rate including level of training, years of experience, specialized training, as well as other market factors. Please note that our fee schedule is subject to change over time and will be reviewed on an ongoing basis. Additionally, professional time outside of sessions and other clinical services that require longer than 10 minutes of time are billed per 15-minute increments based on a current hourly rate of \$600 per hour (for psychiatrists), \$400 per hour (for psychologists), and \$300 per hour (for master's level therapists). This includes report writing, telephone conversations, preparation of treatment summaries, etc. We do not provide any forensic services. As such, court proceedings (even if required to testify by another party) are currently billed at an hourly rate of \$1,200 per hour (for psychiatrists), \$800 per hour (for clinical psychologists), and \$500 per hour (for master's level therapists). Moreover, the hourly rate for any out-of-office proceedings (including depositions and court hearings) are based on number of patient hours cancelled to provide this service, even in a situation in which our testimony is required by another party including a court of law. These aforementioned rates for professional time will also be updated on an ongoing basis and updated rates can be found on our website.

BILLING AND PAYMENTS

Payment for each clinical session and/or service is due prior to each appointment and should be handled with our administrative staff. Additionally, payment for all other professional services will be addressed at the time of your request for such services. Please discuss any billing or payment concerns with your provider as this is an important part of the clinical process. We accept cash, checks, and all major credit cards (MasterCard, Visa, American Express, and Discover) for all professional services. Please always inform us immediately if your credit card is replaced or renewed with another card. If your account is overdue for more than 30 days, we reserve the right to assess a penalty of \$50 per 30 days overdue, and potentially use legal means to secure payment. This includes charging a credit card on file and/or utilizing a collections agency or a small claims court. In such cases, certain information may be required by these agencies. This can include name, nature of services provided, clinical notes, and amount due. It is always your responsibility to keep the credit card on file up to date with your clinician and our administrative staff. **As such, our clinic policy is to require an active credit card on file in order to keep your chart open.** In instances when a credit card charge is disputed, we may need to provide personal and clinical information to your credit card company. A \$25 fee is charged for all returned checks.



CANCELLATIONS AND NO-SHOW POLICY

All scheduling issues should be handled with our administrative staff. They can be reached during business hours by telephone (949-891-0307, ext. 0) or email (admin@mhi-nb.com). **Once an appointment is scheduled, you are expected to pay the full professional fee unless you provide 48 business hours advance notice for a cancellation.** Telephone and email are the only acceptable ways to alert us of a cancellation. Please remember that business hours are considered weekdays (i.e., Monday through Friday) and exclude all standard holidays. Insurance companies do not reimburse for missed sessions or those cancelled too late. We currently use a scheduling system called Appointment Plus which can send automatic email reminders. However, please remember that this is merely a courtesy and managing your appointments is your responsibility. You can always contact our administrative staff in order to clarify the time/date of your next scheduled appointment. It is also our policy to require an active appointment on the schedule with your provider in order to keep your chart open with us and/or that specific provider.

INSURANCE REIMBURSEMENT

Our clinic or providers are not part of any insurance panels. As such, our services are considered “out of network” for all PPO plans. If you have a health insurance policy that provides mental health coverage, you still may be entitled to insurance reimbursement for our professional services. However, you must address this with your insurance company directly. Regardless of insurance reimbursement, full payment for all services is required at the time of each appointment. We can provide you with a service invoice that can be submitted directly by you to your insurance company. Please note that if reimbursement is pursued by you, your insurance agreement may require that you authorize us to provide clinical information to them. This can include a clinical diagnosis and history, treatment plans or summaries, and sometimes a copy of your clinical records. In such cases, this information will become a part of the insurance company’s files.

CONTACTING YOUR PROVIDER

Our providers always attempt to be accessible for urgent issues. If your provider is not immediately available by phone (949-891-0307) at his/her extension, please leave a voice message and he/she will return your call as soon as possible. If you do not receive a response in a timely manner, you can always contact our Director directly by leaving a voice message at 949-891-0307, ext. 1 even during non-business hours. In the event that your provider or our Director is out of the office and unavailable, instructions will be left on their voicemail on how to get in touch with the professional covering for them. Non-urgent calls are generally returned within one business day and urgent calls as soon as possible. Please always leave a phone number where you can be reached. If your call is an emergency, please contact 911 immediately instead of calling the office. Emergency psychiatric services are provided by all hospitals in their emergency rooms and do not require appointments. Emergency room physicians can contact your provider at any time so please provide them with your provider’s contact information. When your provider is unavailable for extended periods of time (i.e., vacation, conferences, etc.), a trusted colleague in our clinic will provide coverage and contact information will be provided on your provider’s office voicemail. The covering provider will also have access to your medical records so that they can provide the highest level of care possible. Please note that email should never be used for clinical issues including urgent or emergency issues. Email is not a confidential means of communication and we cannot ensure that email messages will be received or responded to in a timely fashion. In instances that you do email your provider, we cannot guarantee confidentiality, so you are accepting this inherent risk for all sent and received emails.

MEDICATION REFILLS

Medication refills should always be handled during appointment times and your provider will generally provide enough medication to last until your next appointment. Pharmacies should not submit automatic refills to our office. In instances that a refill is needed to last until your next scheduled appointment because of an unavoidable scheduling change, you should contact your provider directly via phone or email. Your provider will use his/her discretion in determining if a refill is appropriate. Our providers do not generally respond to automatic refill requests generated by pharmacies.

PROFESSIONAL RECORDS

All records are currently stored using an electronic health record called Practice Fusion. At MHI-NB and MHI-LB, your records will only be accessed by your current provider, a covering provider during periods requiring coverage, or by our administrative staff as needed. It is our policy to always protect this information in accordance with all legal and ethical standards. Practice Fusion also has access to your records as regulated by federal law. Although you are generally entitled to a copy of your records, they can be misinterpreted given their professional nature. In instances when it is deemed potentially damaging to provide you with the full records, these records are available to be sent to an appropriate mental health professional of your choice. Alternatively, we can review them together and/or treatment summaries can be provided. Please note that professional fees will be charged for any preparation time required to comply with such requests. All records requests should be emailed directly to your provider or our administrative staff (admin@mhi-nb.com), or faxed (800-217-8204) to us with a signed (with both guardians’ signature when necessary) release of information form filled out and attached.



CONFIDENTIALITY

Confidentiality is a cornerstone of mental health treatment and is protected by law. Aside from emergency situations, information can only be released about your care with your written permission (or written permission from your legal guardian(s) for those under 18). If insurance reimbursement is pursued, insurance companies often require information about diagnosis, treatment, and other important information as a condition of your coverage. Additionally, several other exceptions to confidentiality exist that require disclosure by law: (1) danger to self – if there is threat to harm yourself, we are required to seek hospitalization for you, or to contact family members or others who can help provide protection; (2) danger to others – if there is threat of serious bodily harm to others, we are required to take protective actions, which may include notifying the potential victim, police, or seeking appropriate hospitalization; (3) grave disability – if due to mental illness, you are unable to meet your basic needs, such as food, clothing, and/or shelter, we may have to disclose information in order to access services to provide for your basic needs; (4) suspicion of child, elder, or dependent abuse – if there is a suspicion or report of abuse to a child, an elderly person, or a disabled person, even if it is about a party other than yourself, we must file a report with the appropriate state agency; (5) certain judicial proceedings – if you are involved in judicial proceedings, you have the right to prevent us from providing any information about your treatment but, in some circumstances, a judge may require testimony through a court order. We also reserve the right to consult with other professionals, whether within our practice or with an outside provider that may have a specialized knowledge in a certain area. In these circumstances, your identity will not be revealed, and only necessary clinical information will be discussed. Please note that such consultants are also legally bound to keep this information confidential. By signing this form, I also authorize the release of treatment information for insurance payment purposes or other financial matters (i.e., credit card disputes, etc.). I also authorize the sharing and exchange of my information by my treating providers for treatment and consultation purposes.

ELECTRONIC MAIL (EMAIL) & TEXTING

Email is not a confidential means of communication as it is generally not encrypted. As such, it is not an appropriate way to communicate clinical information including any confidential or urgent matters. If you email such clinical information to your provider, s/he may respond by requesting a scheduled appointment or phone call. We cannot guarantee that email messages will be received or responded to in a timely fashion. Moreover, by emailing your provider, you are accepting the risks inherent to this confidentiality limitation both in your sent email and in any email responses from your provider or our staff. Our clinic policy is also not to text with patients because of our interest in protecting your confidentiality at the highest level.

LEGAL TESTIMONY

Legal matters requiring the testimony of a mental health professional can arise. This, however, can be damaging to the relationship between a patient and provider. As such, we recommend that you hire an independent forensic mental health professional for such services. We generally do not provide this type of legal testimony or support.

CHART CLOSURE

It is our clinic’s policy that an active appointment must always exist in order to keep your chart open with us. It is of utmost importance to us to provide the best possible level of mental health care. This requires maintaining regular appointments. If an appointment is missed or cancelled by you, it is your responsibility to reschedule it as soon as possible. Our administrative staff may attempt to contact you to help make this as easy as possible for you. However, if you do not return our calls and/or emails, we cannot keep your chart open indefinitely and will need to close your chart. Please remember that you can always contact us to consider reopening your chart or if you need any alternative referrals.

Your signature below indicates that you have read the entire ‘Consent for Evaluation & Treatment / Practice Policies’ form (4 pages) – which contains information about our services, sessions, professional fees, billing & payments, cancellation & no-show policies, insurance reimbursement, contacting providers, professional records, confidentiality, email & texting policy, legal testimony, and chart closures – and you agree to abide by its terms during our professional relationship.

Printed name of patient: _____

Printed name of legal guardian(s): _____
(Only if patient is under 18 or a dependent adult)

Signature of patient or guardian(s): _____ Date: _____

Signature of provider: _____ Date: _____
(MHI-NB or MHI-LB provider)

Initials: _____



Patient Information

Name _____ Preferred Name: _____

• Legal guardian name (if patient is a minor or dependent adult): _____

• Legal guardian name (if patient is a minor or dependent adult): _____

Birth date: _____ Age: _____ Gender: _____ Ethnicity: _____

Address: _____
(Street +/- Unit #) (City, State) (Zip Code)

Spouse/Partner Name (if applicable): _____

Referral source: _____

Reason(s) for seeking help at this time: _____

***Please only list contact information that you approve for us to contact you & leave a message if necessary:**

Approved Contact Information	
Preferred Phone Number	
Home Phone Number	
Mobile Phone Number	
Work Phone Number	
Email Address	
Fax Number	

EMERGENCY CONTACT INFORMATION

Name: _____ Phone Number: _____

Relationship to you _____ Email: _____

***Please list all other involved healthcare providers:**

Type of Provider	Name	Phone Number
Primary Care Physician		
Psychotherapist		
Other:		
Other:		

***Please list all current prescription medications & dosages:**

Medication & dosage	Medication & dosage
1)	4)
2)	5)
3)	6)

Pharmacy Name: _____ Phone Number: _____

Pharmacy Address: _____
(Street +/- Unit #) (City, State) (Zip Code)



Acknowledgement of Receipt for 'HIPAA Notice of Privacy Practices'

I, _____, have received a copy of the 'Notice of Privacy Practices'.
(Name of patient or legal guardian if patient is a minor or dependent adult)

(Signature of patient or legal guardian)

(Relationship to patient)

(Date)

For office use only

***A written signature of this form was attempted but could not be obtained because:**

- Individual refused to sign
- An emergency situation prevented obtaining this acknowledgment
- Other: _____



Credit Card Authorization

I, the undersigned, authorize the Mind Health Institute, Newport Beach (MHI-NB) or Mind Health Institute, Laguna Beach (MHI-LB) to charge my credit card for all appointments in which I do not provide an alternative payment or in the event that I (or the party for whom I am financially responsible) fail to attend a scheduled appointment, or do not notify my provider at least 48 business hours advance notice for a cancelled appointment, as agreed to in the 'Consent for Evaluation & Treatment / Practice Policies' document. Furthermore, for outstanding payments of services rendered, I authorize charges to my credit card for the full amount due. I agree not to dispute charges for any of these reasons and understand that clinical information may need to be released if a dispute is initiated. I further authorize my provider at MHI-NB or MHI-LB to disclose information about my attendance and/or cancellation to my credit card company if I dispute a charge. This form will be securely stored in a clinical file and may be updated upon request at any time.

PRIMARY CREDIT CARD INFORMATION *(may be HSA):*

Type: Visa MasterCard AMEX Discover

Credit Card Number: _____

Expiration Date: _____ Verification/Security Code: _____

Full Name *(as printed on card)*: _____

Billing Address: _____

Signature: _____ Date: _____
(Patient or financially responsible party)

SECONDARY CREDIT CARD INFORMATION:

Type: Visa MasterCard AMEX Discover

Credit Card Number: _____

Expiration Date: _____ Verification/Security Code: _____

Full Name *(as printed on card)*: _____

Billing Address: _____

Signature: _____ Date: _____
(Patient or financially responsible party)

***Your credit card will be charged if any of the following conditions apply:**

- Participation in treatment (including phone or telemedicine sessions) without payment rendered
- Other services provided such as writing letters/reports, legal proceedings, collateral care, etc.
- Extensive phone calls that require clinical decisions & support lasting more than a few minutes
- Cancellation less than 48 business hours in advance
- No-show for a scheduled appointment



Consent & Authorization to Use, Disclose, and Receive Mental Health Information

I, _____, hereby authorize _____

(Name of patient)

(MHI-NB or MHI-LB provider)

& the Mind Health Institute, Newport Beach (MHI-NB) and/or Mind Health Institute, Laguna Beach (MHI-LB) to release, request, and exchange information and any records obtained in the course of my diagnosis and treatment for the following purposes:

- Increase understanding of my previous history, diagnosis, and treatment
- Coordinate care on an ongoing basis with other providers for continuity of care purposes
- Discuss my care with friends or family that may be important sources of support

Information can be **released to, requested from, or exchanged** with the following:

Name of individual/organization	City, State	Phone number	Fax number

I understand that MHI-NB and MHI-LB are multi-disciplinary clinics and, as such, may share my information with other providers within the practice for the purposes of supervision, consultation, case coordination, clinical coverage, and other collaboration that is focused on providing better and more integrated care on my behalf.

I understand that I have the right to revoke this authorization at any time and that cancellation or modification of this authorization must be provided by me in writing and received by my provider to be effective. I understand that any use or disclosure made prior to the revocation of this authorization will not be affected by the revocation.

I understand that I have the right to refuse this consent and/or signing of this authorization, and my provider shall not condition my treatment upon this refusal. I understand that I am voluntarily signing this form to release any of my health information to the party or parties designated. ***Unless noted otherwise, this includes all records for any dates of my care.**

I understand that information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and may no longer be protected by the HIPAA Privacy Rule, although applicable state laws may protect such information.

This authorization is effective immediately and shall remain in effect for one year unless explicitly revoked in writing.

Signature: _____ Date: _____
(Patient or legal guardian if the patient is a minor or dependent adult)

Print Name: _____ Relationship to patient: _____

Witness: _____ Date: _____
(MHI-NB or MHI-LB provider)



HIPAA Notice of Privacy Practices

- I. THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**
- II. IT IS OUR LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI).**

By law we are required to ensure that your PHI is kept private. The PHI constitutes information created or noted by your provider 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 for such health care. We are required to provide you with this Notice about privacy procedures. This Notice must explain when, why, and how we would use and/or disclose your PHI. Use of PHI means when we share, apply, utilize, examine, or analyze information within our scope of practice; PHI is disclosed when we release, transfer, give, or otherwise reveal it to a third party outside of our practice. With some exceptions, we 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, we are always legally required to follow the privacy practices described in this Notice.

Please note that we reserve the right to change the terms of this Notice and our privacy policies at any time. Any changes will apply to PHI already on file. Before we make any important changes to my policies, we will change this Notice and post a new copy of it on our website. You may also request a copy of this Notice, or you can view a copy on our website at www.mhi-nb.com.

III. HOW WE WILL USE AND DISCLOSE YOUR PHI.

We may need to use and disclose your PHI for many different reasons. Some of the uses or disclosures will require your prior written authorization; others, however, will not. Below you will find the different categories of uses and disclosures, with some examples.

A. Uses and Disclosures Related to Treatment, Payment, or Health Care Operations Do Not Require Your Prior Written Consent. We may use and disclose your PHI without your consent, unless otherwise required by law, for the following reasons:

- 1. For Treatment.** We may disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are otherwise involved in your care.

Example: If a psychologist is treating you, we may disclose your PHI to her/him in order to coordinate your care.

- 2. For Health Care Operations.** We may disclose your PHI to facilitate the efficient and correct operation of my practice.

Examples: Quality control - We may use your PHI in the evaluation of the quality of health care services that you have received or to evaluate the performance of the health care professionals who provided you with these services. We may also provide your PHI to my attorneys, accountants, consultants, and others to make sure that we are in compliance with applicable laws.

- 3. To Obtain Payment for Treatment.** We may use and disclose your PHI to bill and collect payment for the treatment and services provided.

Example: We may send your PHI to your insurance company or health plan in order for you to get payment for the health care services that were provided to you. We could also provide your PHI to business associates, such as billing companies, claims processing companies, accounting services, and



others that process health care claims for my office.

- 4. Patient Incapacitation or Emergency.** We may also disclose your PHI to others without your consent if you are incapacitated or if an emergency exists.

Examples: Your consent is not required if you need emergency treatment provided that we attempt to get your consent after treatment is rendered. In the event that we try to get your consent, but you are unable to communicate (i.e., if you are unconscious or in severe pain) but we think that you would consent to such treatment if you could, we may disclose your PHI.

B. Certain Other Uses and Disclosures Do Not Require Your Consent. We may use and/or disclose your PHI without your consent or authorization for the following reasons:

- 1. When disclosure is required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement.**

Example: We may make a disclosure to the appropriate officials when a law requires us to report information to government agencies, law enforcement personnel and/or in an administrative proceeding.

- 2. If disclosure is compelled by a party to a proceeding before a court of an administrative agency pursuant to its lawful authority.**
- 3. If disclosure is required by a search warrant lawfully issued to a governmental law enforcement agency.**
- 4. 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 regulations, such as the Privacy Rule that requires this Notice.**
- 5. To avoid harm.** We 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.
- 6. 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 it is determined that disclosure is necessary to prevent the threatened danger.**
- 7. If disclosure is mandated by the California Child Abuse and Neglect Reporting law.** For example, if we have a reasonable suspicion of child abuse or neglect.
- 8. If disclosure is mandated by the California Elder/Dependent Adult Abuse Reporting law.** For example, if we have a reasonable suspicion of elder abuse or dependent adult abuse.
- 9. If disclosure is compelled or permitted by the fact that you tell me of a serious/imminent threat of physical violence by you against a reasonably identifiable victim or victims.**

- 10. For public health activities.**

Example: In the event of your death, if a disclosure is permitted or compelled, we may need to give the county coroner information about you.

- 11. For health oversight activities.**

Example: We may be required to provide information to assist the government in the course of an investigation or inspection of a health care organization or provider.

- 12. For specific government functions.**

Examples: We may disclose PHI of military personnel and veterans under certain circumstances. Also, we may disclose PHI in the interests of national security, such as protecting the President of the



United States or assisting with intelligence operations.

13. **For research purposes.** In certain circumstances, we may provide PHI in order to conduct research.
14. **For Workers' Compensation purposes.** We may provide PHI in order to comply with Workers Compensation laws.
15. **If an arbitrator or arbitration panel compels disclosure,** when arbitration is lawfully requested by either party, pursuant to subpoena *duces tectum* (e.g., a subpoena for mental health records) or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel.
16. **We are permitted to contact you, without your prior authorization, to provide appointment reminders or information about alternative or other health-related benefits and services that may be of interest to you.**
17. **If disclosure is required or permitted to a health oversight agency for oversight activities authorized by law.**
Example: When compelled by U.S. Secretary of Health and Human Services to investigate or assess my compliance with HIPAA regulations.
18. **If disclosure is otherwise specifically required by law.**

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

1. **Disclosures to family, friends, or others.** We may provide your PHI to a family member, friend, or other individual who you indicate is involved in your care or responsible for the payment for your health care, unless you object in whole or in part. Retroactive consent may be obtained in emergency situations.

D. Other Uses and Disclosures Require Your Prior Written Authorization. In any other situation not described in Sections IIIA, IIIB, and IIIC above, we 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 that we have not taken any action subsequent to the original authorization) of your PHI.

IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI

These are your rights with respect to your PHI:

- A. The Right to See and Get Copies of Your PHI.** In general, you have the right to see your PHI that is in our possession, or to get copies of it; however, you must request it in writing. If we do not have your PHI, but we know who does, we will advise you how you can get it. You will receive a response from us within 15 days of receiving your written request. Under certain circumstances, we may feel that we must deny your request, but if we do, we will give you, in writing, the reasons for the denial. We will also explain your right to have the denial reviewed. If you ask for copies of your PHI, we will charge you not more than \$0.25 per page. We 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.
- B. The Right to Request Limits on Uses and Disclosures of Your PHI.** You have the right to ask that we limit how we use and disclose your PHI. While we will consider your request, we are not legally bound to agree. If we do agree to your request, we will put those limits in writing and abide by them except in emergency situations. We do not have the right to limit the uses and disclosures that we are legally required or permitted to make.
- C. The Right to Choose How We Send Your PHI to You.** It is your right to ask that your PHI be sent to you at



an alternate address (for example, sending information to your work address rather than your home address) or by an alternate method (for example, via email instead of by regular mail). We are obliged to agree to your request providing that we can give you the PHI in the format you requested without undue inconvenience.

- D. The Right to Get a List of the Disclosures We Have Made.** You are entitled to a list of disclosures of your PHI that we have made. The list will not include uses or disclosures to which you have already consented, (i.e., those for treatment, payment, or health care operations), sent directly to you, or to your family; 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.

We will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list we 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 their address, if known), a description of the information disclosed, and the reason for the disclosure. We will provide the list to you at no cost, unless you make more than one request in the same year, in which case we will charge you a reasonable sum based on a set fee for each additional request.

- E. The Right to Amend Your PHI.** 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 we 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. We may deny your request, in writing, if we 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 else. Our 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 our denial be attached to any future disclosures of your PHI. If we approve your request, we will make the change(s) to your PHI. Additionally, we will tell you that the changes have been made, and we will advise all others who need to know about the change(s) to your PHI.
- F. The Right to Get This Notice by Email.** You have the right to get this notice by email. You have the right to request a paper copy of it, as well. An updated copy will also always be posted on our website.

V. HOW TO COMPLAIN ABOUT MY PRIVACY PRACTICES

If, in your opinion, we may have violated your privacy rights, or if you object to a decision that was made about access to your PHI, you are entitled to file a complaint with the person listed in Section VI below. You may also send a written complaint to the **Secretary of the Department of Health and Human Services at 200 Independence Avenue S.W. Washington, D.C. 20201**. If you file a complaint about our privacy practices, we will take no retaliatory action against you.

VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT OUR PRIVACY PRACTICES

If you have any questions about this notice or any complaints about our 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 us at admin@mhi-nb.com (email) or 949-891-0307 (phone). The Director of our clinic can be reached directly at 949-891-0307, ext. 1.

VII. EFFECTIVE DATE OF THIS NOTICE: This notice went into effect on **April 15, 2003**.