

**Consent for Treatment
and Acknowledgment of Receipt of General Information and Policies
and Notice of Privacy Practices
in the practice of Ronald Mah, M.A., Ph.D.
Licensed Marriage & Family Therapist, MFC32136**

This form is to authorize, request, give permission for, and consent to psychotherapy services from the practice of Ronald Mah, M.A., Licensed Marriage & Family Therapist, MFC32136.

Name of Client(s): 1) _____ Date of Birth: _____ Soc.Sec.#: _____
2) _____ Date of Birth: _____ Soc.Sec.#: _____
3) _____ Date of Birth: _____ Soc.Sec.#: _____
4) _____ Date of Birth: _____ Soc.Sec.#: _____

Address of Client (s): _____

Home Telephone Number: _____ Work Telephone Number: _____

Cellular Telephone Number: _____ E-mail: _____

Name of parent/guardian/authorized person giving consent for treatment (if applicable): _____

Third-party Payer (if applicable): _____ Plan ID#: _____

Medications, I (the client) am currently taking: Name of medication, Dosage, Name of Prescribing Doctor

Therapy will be conducted by _____.

I understand that our relationship is strictly voluntary and that I may choose to terminate therapy at any time.

I understand that my therapist may choose to terminate therapy if he or she determines that continued therapy with him or her will not be beneficial to me. In such a case, I understand that the therapist will explain the reasons for his or her decision. He or she will offer me appropriate referrals or referral sources to continue therapy if I wish, and aid as is appropriate in the transition.

The frequency and type of treatment will be decided between my therapist and me.

I understand that the purpose of these procedures will be explained to me and be subject to my verbal agreement.

I understand that there is an expectation that I (or the minor, I am authorizing therapy for) will benefit from psychotherapy but there's no guarantee that this will occur.

I understand that the maximum benefit will occur with consistent attendance and that at times, I may feel conflicted about the therapy, as the process can sometimes be uncomfortable.

I understand that the therapy is confidential aside from exceptions to confidentiality as stated in the law. I understand that the therapist is allowed or required to breach confidentiality by contacting appropriate persons and/or by reporting to the appropriate authorities reasonable suspicion if he/she believes that a child, elderly or disabled person is being abused, including by neglect, assault, battery, or sexual molestation; or if there is a threat of serious harm to myself or another person.

I understand that if Information Technology, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is used in the therapy, that as decreed by the California Telemedicine Act of 1996, I have specific rights and that there are potential benefits, risks, and consequences. These are described in the General Information and Policies I have received.

I acknowledge that I have received the General Information and Policies and the Notice of Privacy Practices for the practice of Ronald Mah, M.A., and will review them for any questions to discuss with the therapist.

If I am signing to consent for treatment for a minor client, I acknowledge that I have the legal right to authorize such treatment. With my signature, I confirm that I have read and fully understand this consent for treatment form.

Print Name

Signature

Date

Print Name

Signature

Date

Witness

Date

Ronald Mah, M. A., Ph.D.

Licensed Marriage & Family Therapist, MFC 32136 – State of California

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General Information and Policies

This document contains important information about Ronald Mah's professional services and business policies. Please read it carefully and bring up any questions you might have at your next meeting.

Psychological Services

A. Licensure. Ronald Mah, M.A., Ph.D. is licensed in the State of California as a Marriage & Family Therapist (License #MFC32136). He is licensed by law and equipped by education and training to provide psychotherapeutic services to evaluate and treat individuals, children, teenagers, couples, and families with various concerns about their relationships. Additionally, his expertise includes the skills to enable individuals to mature and grow emotionally and psychologically within relationships with others. Since he and the therapists under his supervision are not physicians, no one in the practice can prescribe medications, make medical recommendations, provide you with medications, or perform medical procedures. Ronald Mah may have registered pre-licensed Marriage & Family Therapist Interns and Associate Clinical Social Workers who have completed their respective educational requirements of Masters degrees, who may be assigned with your knowledge and permission to conduct your therapy.

B. Confidentiality. Consultations, test results and disclosures will be held in strict confidence subject to state law. Written permission will be required if you request that the therapist share information with persons or agencies. Please be aware that communicating via cellular and cordless telephones can present confidentiality risks. Similarly, e-mail is not confidential so if you send the therapist an e-mail message, you can expect that he/she will normally only respond to e-mail communications regarding scheduling and appointments. If you request greater feedback by e-mail communication, you are to understand that you are both accepting the security limitations of the e-mail communication and also are giving permission for your therapist to respond using e-mail communication. If you need to communicate confidentially with the therapist, you are responsible as to what method you use. For greater confidentiality, you should use a telephone landline and thereby protect yourself from any potential outside listeners or readers.

There are certain situations in which, as a psychotherapist, the therapist is mandated by law to reveal information obtained during therapy to other persons or agencies without your permission. Also, therapists are not required by law to inform you of their actions in this regard.

In most legal proceedings, you have the right to prevent the therapist from providing any information about your treatment. In some proceedings involving child custody and those in which your emotional condition is an important issue, a judge may order the therapist's testimony if he/she determines that the issues demand it. If a judge issues a subpoena, the therapist is mandated by law to provide the information specifically described in the subpoena. If you are in therapy or are participating in psychological testing due to an order of the court, the results of the treatment or tests ordered must be revealed to the court.

There are some instances in which your therapist is legally obligated to take action to protect others from harm, even if the therapist has to reveal information about a client's treatment. For example, if the therapist believes that a child, elderly or disabled person is being abused, either by neglect, assault, battery, or sexual molestation, he/she is required to report the "reasonable suspicion" of such abuse. Therapists have no authority or responsibility to investigate the case. All therapists in this practice must file a report with the appropriate state agency.

If the therapist believes you are threatening serious harm to another person, he/she may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, and/or seeking hospitalization for you. If you threaten to harm yourself in ways, which may lead to your own suicide, or indicate that you are unable to control impulses, which may lead to your suicide, your therapist is able to inform the individuals or agencies necessary to prevent you from completing such actions, including hospitalization.

In couples or family treatment, please be aware that information shared with the therapist will be disclosed to your partner or family if they are participating in treatment. Your therapist will not agree to hold secrets on any one partner's behalf. If you feel something should not be shared with your partner, please do not tell the therapist your secret. At such times, it may be most appropriate for you to seek the support of an individual therapist who is independent of your couple's treatment, and who will consult with the therapist regarding the broad issues.

If you participate in group therapy with the therapist, you are expected to maintain complete confidentiality regarding information divulged by other group members. If you participate in group therapy with another therapist, it is to your advantage to request that your therapist make regular contact to coordinate your care with that group therapist.

In addition, if the therapist is working with an adolescent over the age of 12, it is in the best interest of the work that information disclosed in the relationship remains confidential. However, by law, the parent or legal guardian of any minor holds the privilege with the exception of minors (12 or older) who request treatment due to sexual molestation, abuse, drug/alcohol abuse, outpatient mental health care, or abortion and contraceptive counseling.

Periodically, your therapist may consult with other qualified professionals (i.e. psychiatrists, physicians, psychologists, psychotherapists, researchers) to seek information or input which may be helpful to his/her clients. At such times, the therapist changes identifying information to preserve and protect confidentiality. The consultant is also legally bound to keep the information confidential. If you don't object, your therapist will not tell you about these consultations unless the therapist feels that it is important to working together.

If your therapy services will be paid in part or in full by a third party payer, such as an insurance company, an Employee Assistance Program from your place of employment, or if you intend to seek reimbursement from a third party payer, you may be required by such an entity to waive your confidentiality as a condition of payment or reimbursement. You may be required to sign an Authorization to Release Confidential Information and permit the therapist to reveal your personal information to them. If you wish to utilize a third party payer, please discuss this with your therapist. If you decide not to comply with a third party payer to authorize release of confidential information, then you will be required to pay your fee in full yourself.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that you discuss any questions or concerns that you may have at the next meeting. Your therapist will discuss these issues with you if you need specific advice, but formal legal advice may be needed because the laws governing confidentiality are quite complex, and the therapist is not an attorney.

C. Services by use of Information Technology. Services by electronic means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail is considered telemedicine by the State of California. Under the California Telemedicine Act of 1996, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If you and your therapist chose to use information technology for some or all of your treatment, you need to understand that

(1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.

(2) All existing confidentiality protections are equally applicable.

(3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee.

(4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.

(5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression.

Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

D. Psychological Testing. Psychological testing may be used to assess your state of functioning in some instances. Since this information is about you, and designed to be of assistance in your treatment, it is your right to have the therapist discuss the results in a manner that is clear and understandable to you. Please feel free to ask questions that arise about any aspect of testing.

E. Physical Health and Referrals. Your physical health can have profound influence on your emotional well-being. For this reason, you are strongly encouraged to follow up on referrals for any additional services discussed. You are urged to have a physical examination to rule out any physical conditions causing or exacerbating your current emotional state. Similarly, it is your responsibility to keep current with your physical condition by receiving medical checkups and/or care. It is also your responsibility to inform the therapist of any changes in your medication, especially those involving psychotropic medications.

Please understand that the therapist's commitment to working with you extends only as far as you agree to work toward keeping him/her informed of your health decisions and your willingness to follow the advice of your healthcare providers. The therapist agrees to work with you only if you cooperate with the prescribed medical treatment deemed necessary by the professionals you have chosen, and keep him/her informed of any changes in your condition(s) or treatments, without the therapist's needing to ask. If you are unwilling to comply with medical suggestions, the therapist asks that you accept the responsibility of seeking and following the advice of healthcare providers with whom you can establish a constructive partnership. If you are not willing to work with professionals when you are seriously physically or mentally ill, your therapist cannot supply you with the treatment you need in an outpatient psychotherapy setting. Therefore, if the therapy is not making required progress, the therapist may choose to terminate the relationship and refer you to other sources of psychological or psychiatric care to help you obtain a higher level of care than the therapist can provide.

F. Participation. Psychotherapy is not easily described in general statements. It varies depending on the personalities of the therapist and client, and the particular problems you bring forward. There are many different methods the therapist might use to deal with the problems you hope to address. Psychotherapy is not like a visit with a medical doctor. Instead, it calls for a very active effort on your part. For therapy to be most effective, you will need to work on things both during the sessions and in your everyday life.

Participating in therapy can have a variety of risks and benefits. Since therapy often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings, such as sadness, guilt, anger, loneliness and helplessness. Attempting to resolve issues between relationship partners, family members, and other individuals can also lead to high levels of discomfort and may result in changes that were not originally intended. On the other hand, psychotherapy can also result in a variety of benefits to you, including a better understanding of your personal goals and values, a resolution of the specific concerns that led you to seek therapy, improved interpersonal relationships, and significant reductions in feelings of distress. But there are no guarantees of what you will experience.

Therapy is an ongoing process of assessment and evaluation. Throughout the process of therapy, both you and your therapist are to evaluate if the therapist is the best person to provide the services you need to meet your treatment goals. Throughout therapy, the therapist will offer you impressions of what the work will include and the treatment plan to follow. Through an interactive process between you and the therapist as therapy progresses, goals and treatment plans will adjust to your overall and current needs as they evolve. You should evaluate this information and experience along with your own opinions of whether you feel comfortable working with your therapist. Therapy involves a large commitment of time, money and energy, so you should be very careful about the therapist you select. You are invited to ask your therapist about the therapist's theoretical orientation, the therapist's procedures and how the therapist's particular therapeutic style might be helpful at any time during therapy. You are encouraged to learn about alternate therapeutic styles and choices available to you for the issues that you seek to address in treatment, as well as detriments that may be incurred, should you fail to seek treatment at this time. Your therapist is available now and throughout treatment to answer your questions regarding these matters and to help you make an informed decision about choosing therapy. If you are uncomfortable with any of the therapist's practices, you are strongly encouraged to speak with the therapist directly about your concerns. If you are working with a pre-licensed registered therapist in the practice and have concerns that you have not been able to resolve with him/her, you are to contact Ronald Mah, M.A. as the supervising licensed therapist with your concerns. If your doubts persist, you will be given referrals to alternative resources such as another mental health professional.

G. Physical Touch and Sexual Contact with Clients. Talking about sexual thoughts or feelings is a part of therapy for many people. Actual sexual touching or sexual or romantic relations between client and psychotherapist is never okay. Knowing this helps many people feel safer when discussing sexual feelings. If you ever had any questions about this ethical code, please talk to the therapist about this or request the information booklet entitled "Professional Therapy Never Includes Sex."

Physical touch (other than an handshake, for most Americans) can be a very intimate thing for many people. Physical contact may simply feel awkward in a psychotherapeutic setting, or can be easily misinterpreted as sexual. All clients seeking therapy in this practice need to feel as relaxed and comfortable as possible. Therapy must occur without feeling like something uncomfortable, confusing or physical may happen. Other than shaking hands, physical touch is not a part of the therapeutic process in this practice.

H. Availability. During office hours, the therapist is usually with clients, and often cannot answer the telephone. If the therapist is not immediately available by telephone, you are invited to leave a voice message for the therapist to retrieve at a later time. All therapists normally check for messages regularly. Ronald Mah, M.A. also forwards his calls to a home office when away from the therapy office. He also takes calls and messages if he is in the therapist's home office. When traveling or otherwise unavailable, Ronald Mah, M.A. checks for messages at least once a day. He returns calls the same day or by the next day whenever possible. If he has not returned your call after two business days, please assume the system is not working properly and leave him another message. For other therapists in the practice, you should check with him/her for specific telephone policies. If you are difficult to reach, please inform the therapist of some times when you will be available.

Your therapist may not be available for emergencies between scheduled appointments. If you are experiencing an emergency, you must be willing to accept responsibility for your own safety. This may include contacting your family physician, proceeding to your local hospital emergency room, contacting your psychiatrist if you are working with one, or calling emergency services such as 911. If the therapist is unavailable for an extended time, he/she will provide you with the name of a colleague to contact, if necessary. If you wish, your therapist can help you make arrangements for scheduled appointments with a colleague during the therapist's absences.

I. Use of Alcohol or Drugs. You are asked to refrain from using alcohol and/or any non-prescription, recreational drugs during and before the scheduled psychotherapy sessions. One of the goals of therapy is evaluate your emotional functioning on a regular basis. If you alter your emotional state with intoxicants, you will be undermining the effectiveness of the work together. In addition, you need to be completely candid in revealing your occasional, recreation, and/or regular use of alcohol or drugs, including over the counter and prescription medication to your therapist. Mind and mood altering chemicals have significant effects on relationships, emotions, cognition, and your physical well being and your therapist needs to know what effects and potential effects they may have upon you for therapy to be successful.

J. Termination of Treatment. Termination of therapy is inevitable. It should not be taken casually, as it can be a valuable part of your therapy experience. Either you or your therapist may terminate the work together if either believes it is in your best interests. It is recommended that you meet with your therapist for at least one session after an agreement or notification to terminate. That session is often quite rewarding, allowing you and your therapist to review the work together, your goals and accomplishments, any further work to be done, and your options. It's important to discuss ahead of time if you would like to take a "vacation" from therapy. It can often be arranged for it to be maximally productive. In the case of you, as the client not attending a scheduled appointment without prior notification and/or not scheduling a subsequent appointment, the therapist will determine whether the client has terminated the therapist-client relationship. Unless otherwise arranged by mutual agreement, the therapist will respect the client wishes to terminate interaction, contact, or treatment after making a reasonable effort (such as a phone message or e-mail message) to contact the client to determine his or her desire to continue or resume treatment. If the client does not respond to such reasonable effort, the therapist will consider the treatment to be terminated. The therapist will respect the self-determination of the client who may choose or not choose to initiate resumption of treatment by subsequently contacting the therapist.

Office Policies

A. Meetings. It is optimum that therapy sessions occur consistently to address the issues that bring you to therapy, as well as to create and maintain a therapeutic alliance. It is expected that you'll keep each appointment, or cancel with adequate notice, as defined below.

1. Psychotherapy Appointments. Appointments are generally made on a regular basis, and your 50-minute hour is held for you. In a sense, you have a contract whereby you have the exclusive use of the therapist's time for your scheduled appointments. In the event that you're unable to keep your appointment, the therapist asks that you cancel as soon as possible. If the cancellation is received by at **least 5 p.m.** on the business day **before** your appointment time, there will be no charge for the cancellation. .

If you miss the session without giving your therapist prior notification, or if you cancel your appointment after 5 p.m. on the business day before your scheduled time, you will be charged the full fee for the missed session.

However, if the mutual schedules permit, your therapist will reschedule you within the same week of any missed appointment, instead of the above procedure. Your therapist will wait 15 minutes after the scheduled appointment time before counting the session as a missed session. He/she is also free to leave after the 15 minutes.

If you appear for any appointment later than the time scheduled, you will be given the remainder of the 50-minute time period that was originally scheduled. If you call to let the therapist know that you are in transit, the therapist will wait for as much of the remaining 50-minute period as you request.

2. Group Appointments. Since your position in the group cannot be filled during your absence, you'll be asked to pay for every group session held. This agreement will end when you have officially terminated from the group. Absences also negatively affect the progress of other group members, as well as yourself, so your regular participation is required.

B. Fees. Ronald Mah's regular session fee will be revealed to you upon the first communication. Changes in the regular session fee may occur on a periodic basis in his practice. Your fee will be established at the first communication or at the beginning of therapy. Other therapists in the practice are to set their own regular fees. If necessary because of your financial situation and whenever possible given the therapist's business situation, your therapist may adjust your fee according to your ability to pay. This practice does not require proof of income such as a paycheck stub or tax returns. The actual agreed fee will be based on your honesty and integrity to appropriately invest in your therapy. Payment of fees is expected at the end of each session.

There are exceptions to these requirements in situations where your therapist has agreed to accept payment and the payment rate from a third-party payer such as a managed care program, an insurance company, a County social services agency, or the Victims of Crime Program of the State of California.

In instances where other professional time is required, you may incur additional fees. These could include consultation with other professionals involved in your care, report writing, attendance at meetings with other professionals you have authorized, preparation of records or treatment summaries, and the time required performing any other service upon your request. If you become involved in legal proceedings that require your therapist's participation, you will be expected to pay for the therapist's professional time even if the therapist is called to testify by another party. Because of the difficulty of scheduling often involved in legal proceedings, Ronald Mah charges 150% his regular session fee per hour for preparation time, travel time, time waiting for proceedings, and attendance at any legal proceeding. Other therapists in the practice are to set their own fees in such a situation. You could also incur additional fees for extended therapy sessions and any phone contact over 10 minutes long.

C. Insurance. This practice may take direct insurance reimbursement for services rendered. You are responsible unless otherwise arranged by mutual agreement to pay for each session at the end of each session. If your therapist agrees to accept direct insurance reimbursement, you are responsible to pay for your co-payment, if any at the end of each session.

Your therapist will fill out billing or statement forms to help you obtain the benefits to which you are entitled if you have a health insurance policy that provides some coverage for mental health treatment. However, you (not your insurance company) are responsible for full payment of the therapist's fee. Therefore, it is very important that you learn about the mental health coverage you have with your insurance company.

You should carefully read the section in your insurance coverage booklet that describes mental health services. If you have questions about your coverage, call your plan administrator. The therapist will provide you with whatever information he/she can, based upon his/her experience. To the best of his/her ability, the therapist will help you understand the information you receive from your insurance company. Your insurance company through their representatives including their customer service personnel however is the best source of information. If the insurance company has specialized forms for your therapist to complete, be certain to complete your portion of the forms and give them to the therapist at your earliest convenience. Please retain a copy of statements for your income tax purposes.

Due to the rising costs of healthcare, insurance benefits have become more complex. It is sometimes difficult to determine exactly how much mental health coverage is available. Your carrier for unexpected reasons may terminate benefits. "Managed Health Care" plans such as HMOs and PPOs often require authorization before the scheduling of an appointment for mental health services. These plans are often limited to short-term treatment approaches designed to address specific problems that interfere with a person's usual level of functioning. There may also be limitations regarding treatment for individual therapy versus couples or family therapy; and treatment by pre-licensed therapists. It also may be necessary to seek approval for more therapy after a certain number of sessions. When reports are submitted to obtain further sessions, your therapist is often obligated to inform the insurance company not only with a diagnosis, but descriptions of your problems, as you have described them to your therapist. They may require additional clinical information, such as treatment plans and summaries, and in some cases, the

entire record. The insurance company often enters some of this information into a computerized electronic database. Though all insurance companies claim to keep such information confidential, therapists have no control over that information once it leaves the office. In some cases, they may have asked you to sign a waiver that allows them to share the information with a national medical information databank. You refer to the Notice of Privacy Practices from your insurance company, which they should have sent you. You can request a copy of any report the therapist submits. Your therapist will also provide you a copy of this practice's Notice of Privacy Practices. You may be required by a third party payer to waive your confidentiality as a condition of payment or reimbursement. You may be required to sign an Authorization to Release Confidential Information and permit the therapist to reveal your personal information to them. If you decide not to comply with a third party payer to authorize release of confidential information, then you will be required to pay your fee in full yourself.

It will be necessary to discuss what can be expected to be accomplished with the benefits that are available and what will happen if they run out before you feel ready to end psychotherapy. It is important to remember that unless prohibited by your insurance company, you will have the option of paying your therapist for the services yourself to avoid the complications described above.

While much work can be accomplished in short-term therapy, some clients want more services after the insurance company benefits end. Some insurance companies will not allow the therapist to render those services to you after benefits have ended. If this is the case with your insurance company, your therapist will do his/her best to help you find another practitioner to continue your psychotherapy. If you want your medical insurance carrier to cover all or part of your therapy fees, there are things you'll need to know. Different insurance companies have different coverages. You'll need to check your insurance booklet or talk with your benefits representative.

D. Outstanding Balances. There is a \$10 service charge for all returned checks. This practice does not carry outstanding balances. If you forget to bring payment for a session, you are expected to either pay the outstanding balance before the next session or at the next session along with the next session's payment. Therapy may not continue with an outstanding balance equivalent to the fees for more than two sessions. Therapy will be placed on hold until the balance is paid; or terminated if you are unable to pay the balance and an appropriate referral to a low fee or pro bono counseling program will be given. If you have financial constraints that affect your ability to pay your agreed fee, you must notify your therapist prior to the next session so it can be determined if financial adjustments can be made to the therapy agreement. Otherwise, you are expected to pay the previously agreed upon fee.

If you have an outstanding balance at the termination of your treatment, the entire balance of your account is due within two weeks. If your account has not been paid for more than 60 days and arrangement for payment has not been agreed upon, this practice has the option of using legal means to secure payment. This may involve hiring a collections agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collections situations, the only information the practice will release regarding you include: your name, address, work and home phone numbers, nature of services rendered, and the amount due.

E. Professional Records. The laws and standards of the psychotherapy professions require that your therapist keep treatment records. You are entitled to receive a copy of your records unless your therapist believes that seeing them would be emotionally damaging to you. In that case, your therapist can send them to a mental health professional of your choice. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. If you wish to see your records, it is recommended that you review them in your therapist's presence during a therapy session so that he/she can discuss the comments with you. Clients will be charged an appropriate fee for any professional time outside of therapy over 15 minutes spent responding to information requests.

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is this practice's policy in order to facilitate and maintain the therapeutic relationship with the child to request an agreement from parents that they give up access to your records. If they agree, your therapist will provide them only with general information about the work together, unless he/she feels there is a high risk that you will seriously harm yourself or someone else. In this case, your therapist will notify them of the therapist's concern. Your therapist can also provide them with a summary of your treatment when it is complete. Before giving them any information, your therapist will discuss the matter with you, if possible, and do his/her best to handle any objections you may have with what he/she is prepared to discuss.

Additional Information

You have the right to choose not to receive therapy from your therapist, at any time. If you choose this, your therapist will provide you with referrals to other professionals or services you might prefer. You also have the right to ask any questions about and/or prevent the procedures used during therapy. This practice encourages you to ask

questions about your therapist's methods as they arise. Engaging your therapist about any concerns, issues, or criticisms regarding therapy and your therapist's interactions with you can be an extremely beneficial component of therapy. Your therapist will do his/her best to receive your concerns with utmost respect in an atmosphere of openness and safety; and to resolve them as appropriately as possible. If your therapist is a pre-licensed registered therapist under Ronald Mah's supervision, and if you feel he/she has not appropriately engaged you and your concerns, please contact Ronald Mah immediately. He will address your concerns as the supervising licensed therapist. If it is determined that continued therapy is not beneficial, your therapist will facilitate termination in as positive a manner as possible. Unfortunately, therapy may at times not be as effective or as comfortable as you would like or meet your needs. Regardless, your therapist is always to abide by the Code of Ethics of the California Association of Marriage & Family Therapists or the National Association of Social Workers, and all relevant laws and regulations under the State of California. If you feel that your therapist has engaged in unethical therapeutic practices you may file a complaint with the Ethics Committee of the California Association of Marriage & Family Therapists at 7901 Raytheon Rd., San Diego, CA 92111-1606 or by phone at (858) 292-2638; or make a Request for Professional Review with the National Association of Social Workers, California at 315 West 9th St. Suite 321, Los Angeles, CA 90015 or by phone at (213) 452-0090; or file a complaint with the licensing board of California Social Workers and Marriage & Family Therapists, the Behavioral Science Examiners of the California Department of Consumer Affairs at 1625 North Market Blvd., Suite #S-200, Sacramento, CA 95834, or by phone at (916) 574-7830. This practice will do everything to ensure that such action on your part will never be necessary, and would hope that you would engage your therapist openly immediately in therapy if you have any doubts or concerns.

Should your therapist meet you by chance on the street or at a social gathering, your therapist will keep the conversation to a minimum. He/she will not identify you to anyone as being his/her client. These boundaries are important for effective, ethical therapy and to maintain your confidentiality. There may be other therapists in the suite of offices. Each licensed therapist operates independently, and is solely responsible for the quality of the care s/he provides. Therapists under Ronald Mah's employment, however, are subject to his supervision and may share appropriate clinical information with him, as he is responsible for the quality of the care such employed therapists provide.

Welcome! You are encouraged to ask your therapist any questions you may have about the structure of the relationship or the nature of treatment, at any time. Please feel free to discuss with your therapist any problem that may arise regarding any of these policies. We will do our best to make therapy a successful and beneficial relationship for you.



Ronald Mah, M.A., Ph.D.

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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:

Ronald Mah, M.A., Ph.D.
433 Estudillo Ave., #305
San Leandro, CA 94577-4915
(510) 614-5641
E-mail: Ronald@RonaldMah.com

You can also file a complaint with the U.S. Department of Health and Human Services Office of 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.

EFFECTIVE DATE OF THIS NOTICE

This version of this notice went into effect on September 19, 2013.