

Sonja Wanhala, LMFT

Licensed Marriage & Family Therapist ~ License No. 46374

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Informed Consent & Office Policies:

This document is intended to provide important information to you regarding my practices, policies, and procedures. Please read the entire document carefully and be sure to ask me any questions that you may have regarding its contents prior to signing.

Professional Qualifications

I am a licensed marriage and family therapist and am qualified to perform psychotherapy in the state of California. I was licensed on September 30, 2008 by the Board of Behavioral Sciences and am currently in good standing with the board. I continue to take all required continuing education relevant to upholding my license.

Cancellation Policy

A scheduled appointment means that time is reserved for you. I believe that progress in therapy is dependent upon your commitment to this process. If you miss your appointment or cancel with less than 24 hours notice, you will be billed according to the scheduled fee. If you have a credit card on file, the cancellation fee will be charged the day of the scheduled appointment. If you do not have a credit card on file, cancellation fees can be paid at the next session or mailed to the address above. If you are running late please call. If you are more than 15 minutes late and have not called, I may consider the session cancelled without notice and charge for the appointment.

Fees

The fee for service is \$145.00 for a 50 minute session. Fees are payable at the time that services are rendered. I accept cash, check and credit cards as forms of payment. Checks returned for insufficient funds will be subject to a \$35 fee. If you refuse to pay your debt, I reserve the right to use an attorney or collection agency to secure payment. There may be additional charges for services outside the designated therapy time, for example writing letters, making phone calls, etc. You will always receive notification of any additional charges before they occur. If you are subject to excessive financial stress, you can request a rate adjustment based on a sliding scale so that we can continue to meet your needs.

Insurance/Reimbursement

I am not a provider for any insurance companies at this time but can create what is called a Super Bill for you at the end of each month which details the number of sessions which you can submit to your insurance company. You would pay me my full fee and then get reimbursed for part of the payment (amount varies for each insurance company) after submitting the Super Bill. Please ask your insurance company if they will reimburse for outpatient psychotherapy

from a Licensed Marriage and Family Therapist working in private practice. If yes, ask if they will accept a Super Bill completed by the therapist and then reimburse you for services. Services provided may also be eligible for tax-free reimbursement under your employer-sponsored flexible spending account (FSA, MSA, or FLEX plan). Check with your company's human resources manager for more information. Client is responsible for verifying and understanding the limits of his/her coverage.

Client Litigation

Therapist will not voluntarily participate in any litigation, or custody dispute in which client and another individual, or entity, are parties. Therapist has a policy of not communicating with client's attorney and will generally not write or sign letters, reports, declarations, or affidavits to be used in client's legal matters. Therapist will generally not provide records or testimony unless compelled to do so. Should therapist be subpoenaed, or ordered by a court of law to appear as a witness in an action involving client, client agrees to reimburse therapist for any time spent in preparation, travel, or other time in which therapist has made herself available.

Confidentiality

All information discussed in therapy sessions and telephone contacts are confidential unless:

1. You provide written permission to release information about your treatment.
2. You present a physical danger to yourself or to others.
3. Child abuse, elder abuse or dependent abuse is suspected.
4. When information is ordered by a judge in a court order pursuant to a legal proceeding.
5. Therapists reserve the right to release financial information to a collections agency, attorney, or small claims court, if you are delinquent on paying your bill.
6. A federal law known as The Patriot Act of 2001 requires therapists and others in certain circumstances to provide the FBI with client records and other items, and can prohibit the therapist from disclosing to the client that the FBI sought or obtained the items under the Act.

I am required by law to inform potential victims and legal authorities when I have determined that a client presents a serious danger of physical violence to another person. I am required by law to report instances of suspected child abuse (i.e. physical, sexual, emotional, neglect) both present or in the past to the Department of Children and Family Services. I am also required by law to report instances of suspected elder or dependent abuse (any person over the age of 65 or a person unable to care for him/herself and is a victim of physical abuse, financial abuse, neglect, or isolation). If you participate in family therapy, I will not disclose confidential information about your treatment unless all person(s) who participated in treatment provide written authorization to release such information. However, it is important for you to know that I utilize a "no-secrets" policy when conducting family therapy. This means that if you participate in family therapy, I may use information obtained in an individual session with me when working with other members of your family if I feel it is necessary. In order to provide you with the best care, I regularly consult with colleagues and participate in mandatory continuing education. At no time would your name or identifying data be revealed to others without prior written consent from you.

Records and Record Keeping

I am required to keep appropriate records of the psychological services that I provide. If a client or a representative request a copy of client records, such request must be in writing. If determined that viewing records hampers progress or causes undue harm to the client I reserve the right, under California law, to provide client or representative with a summary of treatment rather than actual records. I also reserve the right to refuse to provide a copy of the records, in certain circumstances, to another treating health care provider. Clients and representatives generally have the right to access records. However, this right is subject to certain exceptions under California law. If you request access to customer records, the request will be answered in accordance with the law of California.

Therapist Availability/Emergencies

I am often not immediately available by telephone. At these times, you may leave a message on my confidential voice mail and your call will be returned as soon as possible, but it may take a day or two for non-urgent matters. Lengthy telephone consultations beyond 15 minutes may be prorated and billed at my standard hourly rate for professional service. I will make every attempt to inform you in advance of planned absences, and provide you with the name and phone number of the mental health professional covering my practice.

In the event of a medical emergency or an emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance. Additional resources available are the Sonoma County Mental Health 24 Hour Hotline at 1-800-746-8181.

About the Therapy Process

It is my intention to provide services that assist you in reaching your goals. Based upon information you provide and the specifics of your situation, I will provide recommendations to you regarding your treatment. Psychotherapy is a process in which therapist and client discuss a myriad of issues, events, experiences and memories for the purpose of creating positive change. It provides an opportunity to better, and more deeply understand oneself, as well as, any problems or difficulties you may be experiencing. Participating in therapy may result in a number of benefits to you, including, but not limited to, reduced stress and anxiety, a decrease in negative thoughts and self-sabotaging behaviors, improved interpersonal relationships, increased comfort in social, work, and family settings, increased capacity for intimacy, and increased self-confidence. Such benefits may require substantial effort on your part, including active participation in the therapeutic process, honesty, and a willingness to change feelings, thoughts, and behaviors.

Participating in therapy may also involve some discomfort, including remembering and discussing unpleasant events, feelings, and experiences. The process may evoke strong feelings of sadness, anger, fear, etc. There may be times when I might challenge your perceptions and assumptions, and offer different perspectives. The issues presented by you may result in unintended outcomes, including changes in personal relationships. Please be aware that any decision on the status of your personal relationships is your responsibility. Some clients find they

feel worse before they feel better. This is generally a normal course of events. Personal growth and change may be easy and swift at times, but may also be slow and frustrating.

I believe we are partners in the therapeutic process. You have the right to agree or disagree with any recommendations I have for you. I will periodically provide feedback to you regarding your progress and I invite your participation in the discussion as well as any feedback you have during our work together. Due to the varying nature and severity of problems and the individuality of each person, I am unable to predict the length of your therapy or to guarantee a specific outcome or result.

Termination of Therapy

The length of your treatment and the timing of the eventual termination of your treatment depend on the specifics of your treatment plan and the progress you achieve. It is a good idea to plan for the end of our work together collaboratively and in agreement. If you are unhappy with what is happening in therapy, I hope you will talk with me so that I can respond to your concerns. Such comments will be taken seriously and handled with care and respect. You may also request that I refer you to another therapist and are free to end therapy at any time.

Your signature indicates that you have read this agreement for services carefully and understand its contents. Please ask me to address any questions or concerns that you have about this information before you sign.

I have been informed of and agree to all of the above information.

Client Name: _____

Signature: _____ Date: _____

Therapist Name: _____

Signature: _____ Date: _____

Sonja Wanhala, LMFT
Licensed Marriage & Family Therapist ~ License No. 46374
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. Please review carefully.

II. I have a legal duty to safeguard your protected health information (PHI) I am legally required to protect the privacy of your PHI, which includes information that can be used to identify you that I've created or received about your past, present or future health or condition, the provision of health care to you, or the payment of this health care. I must provide you with this Notice about my privacy practices, and such Notice must explain how, when, and why I will "use" and "disclose" your PHI. A "use" of PHI occurs when I share, examine, utilize, apply, or analyze such information within my practice; PHI is "disclosed" when it is released, transferred, has been given to, or is otherwise divulged to a third party outside my practice. With some exceptions, I may not use or disclose any more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made. And I am legally required to follow the privacy practices described in this Notice.

III. How I may use and disclose your PHI. I will use and disclose your PHI for many different reasons. For some of these uses or disclosures, I will need your prior written authorization; for others however, I do not. Listed below are the different categories of my uses and disclosures along with some examples of each category.

- A. Use and disclosures relating to treatment, payment, or health care operations do not require your prior written consent. I can use and disclose your PHI without your consent for the following reasons:
 - 1. For treatment. I can use your PHI within my practice to provide you with mental health treatment. I can also disclose your PHI to physicians, psychiatrists, psychologists and other licensed health care providers who provide you with health care services or are involved in your case. For example, if a psychiatrist is treating you, I can disclose your PHI to your psychiatrist to coordinate your care.
 - 2. To obtain payment for treatment. I can use and disclose your PHI to bill and collect payment for treatment and services provided by me to you. For example, I might send your PHI to your insurance company or health plan to get paid for health care services that I have provided to you. I may also provide your PHI to my business associates, such as billing companies, claims processing companies and others that process my health care claims.
 - 3. For health care operations. I can use and disclose your PHI to operate my practice. For example, I might use your PHI to evaluate the quality of health care services you received or to evaluate the performance of the health care professionals who provided such services to you. I may also provide your PHI to my accountant, attorney, consultants or others to further my health care operations.
 - 4. Patient incapacitation or emergency. I may also disclose your PHI to others without your consent if you are incapacitated or if an emergency exists. For example, your consent isn't required if you need emergency treatment, as long as I try to get your consent after treatment is rendered, or if I try to get your consent but you are unable to communicate with me (for example, if you are unconscious or in severe pain) and I think you would consent to such treatment if you were able to do so.

- B. Certain other uses and disclosures also do not require your consent or authorization. I can use and disclose your PHI without your consent or authorization for the following reasons:
1. When federal, state or local laws require disclosure. For example, I may have to make a disclosure to applicable governmental officials when a law requires me to report information to government agencies and law enforcement personnel about victims of abuse or neglect.
 2. When judicial or administrative proceedings require disclosure. For example, if you are involved in a lawsuit or claim for workers' compensation benefits, I may have to use or disclose your PHI in response to a court or administrative order. I may also have to use or disclose your PHI in response to a subpoena.
 3. When law enforcement requires disclosure. For example, I may have to use or disclose your PHI in a response to a search warrant.
 4. When public health activities require disclosure. For example, I may have to use or disclose your PHI to report to a government official an adverse reaction that you have to a medication.
 5. When health oversight activities require disclosure. For example, I may have to provide information to assist the government in conducting an investigation or inspection of a health care provider or organization.
 6. To avert a serious threat to health or safety. For example, I may have to use or disclose your PHI to avert a serious threat to the health or safety of others. However, any such disclosures will only be made to someone able to prevent the threatened harm from occurring.
 7. For specialized government functions. If you are in the military, I may have to use or disclose your PHI for national security purposes, including protecting the President of the United States or conducting intelligence operations.
 8. To remind you about appointments and to inform you of health-related benefits or services. For example, I may have to use or disclose your PHI to remind you about your appointments, or give you information about treatment alternatives, other health care services or other health care benefits that I offer that may be of interest to you.
- C. 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.
- D. Other uses and disclosures require your prior written authorization. In any other situation not described in sections III A, B, and C above, I will need your written authorization before using or disclosing any of your PHI. If you choose to sign an authorization to disclose your PHI, you can later revoke such authorization in writing to stop any future uses and disclosures (to the extent that I haven't taken any action in reliance on such authorization) of your PHI by me.

IV. What rights you have regarding your PHI

You have the following rights with respect to your PHI:

- A. The right to request restrictions on My Uses and Disclosures. You have the right to

request restrictions or limitations on my use or disclosures of your PHI to carry out my treatment, payment, or health care operations. You also have the right to request that I restrict or limit disclosures of your PHI to family members or friends or others involved in your case or who are financially responsible for your care. Please submit such requests to me in writing. I will consider your requests, but I am not legally required to accept them. If I do accept your requests, I will put them in writing and I will abide by them, except in emergency situations. However, be advised, that you may not limit the uses and disclosures that I am legally required to make.

B. The right to choose how I send PHI to you. You have the right to request that I send confidential information to you at an alternate address (for example, sending information to your work address instead of your home address) or by alternate means (e-mail instead of regular mail). I must agree to your request so long as it is reasonable and you specify how or where you wish to be contacted, and when appropriate, you provide me with information as to how payment for such alternate communications will be handled. I may not require an explanation from you as to the basis of your request as a condition of providing communications on a confidential basis.

C. The right to inspect and receive a copy of your PHI. In most cases, you have the right to inspect and receive a copy of such information in writing. If I don't have your PHI but I know who does, I will tell you how to get it. I will respond to your request within 30 days of receiving your written request. In certain situations, I may deny your request. If I do, I will tell you in writing, my reasons for the denial and explain your right to have it reviewed. If you request copies of your PHI, I will charge you not more than \$.25 for each page. Instead of providing the PHI you requested, I may provide you with a summary or explanation of the PHI as long as you agree to that and to the cost in advance.

D. The right to receive a list of the disclosures I have made. You have the right to receive a list of instances, i.e., an Accounting of Disclosures, in which I have disclosed your PHI. The list will not include disclosures made for my treatment, payment, or health care operations; disclosures made to you; disclosures you authorized; disclosures incident to a use or disclosure permitted or required by the federal privacy rule; disclosures made for national security or intelligence; disclosures made to correctional institutions or law enforcement personnel; or, disclosures made before April 14, 2003. I will respond to your request for an Accounting of Disclosures within 60 days of receiving such request. The list I give you will include disclosures made in the last six years unless you request a shorter time. The list will include the date the disclosure was made, to whom the PHI was disclosed (including their address if known), a description of the information disclosed, and the reason for the disclosure. I will provide the list to you at no charge, but if you made more than one request in the same year, I may charge you a reasonable, cost-based fee for each additional request.

E. The right to amend your PHI. If you believe that there is a mistake in your PHI or that a piece of important information is missing, you have the right to request that I correct the existing information or add the missing information. You must provide the request and your reason for the request in writing. I will respond within 60 days of receiving your request to correct or update your PHI. I may deny your request in writing if the PHI is (i) correct and complete, (ii) not created by me, (iii) not allowed to be disclosed, or (iv) not part of my records. My written denial will state the reasons for the denial and explain your right to file

a written statement of disagreement with the denial. If you don't file one, you have the right to request that my denial be attached to all future disclosures of your PHI. If I approve of your request, I will make the changes to the PHI, tell you that I have done it, and tell others that need to know about the change to your PHI.

F. The right to receive a paper copy of this notice. You have the right to receive a paper copy of this notice even if you have agreed to receive it via email.

V. How to complain about our privacy practices

If you think that I may have violated your privacy rights or you disagree with a decision I made about access to your PHI, you may 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. I will take no retaliatory action against you if you file a complaint about my privacy practices.

VI. Person to contact for information about this notice or to complain about my privacy practices

If you have any questions about this notice or any complaints about my privacy practices, or would like to know how to file a complaint with the Secretary of the Department of Health and Human Services, please contact me at: Sonja Wanhala, LMFT 405 East D Street #116, Petaluma, CA 94952.

VII. Effective date of this notice

This notice went into effect on April 14th, 2003.

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

By signing this form, you acknowledge receipt of the Notice of Privacy Practices that I have given you. My Notice of Privacy Practices provides information about how I may use and disclose your protected health information. I encourage you to read it in full. My Notice of Privacy Practices is subject to change. If I change my notice, you may obtain a copy of the revised notice from me by contacting me at (707) 217-4623. If you have any questions about my Notice of Privacy Practices, please contact me at the phone number or address stated above.

I acknowledge receipt of the Notice of Privacy Practices of Sonja Wanhala, LMFT

Signature: _____ Date: _____