

Sazi Wald, MSW, LICSW

Sunflower Mental Health PLLC

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## **Disclosure and Informed Consent**

Welcome to my practice I am excited to walk this path with you as you find the solutions and healing that you have been looking for. During counseling two or more people meet with openness and willingness forming a healing alliance. Part of that process involves trust and transparency. This document will outline information about my business and credentialing, your confidentiality, consenting to treatment, risks and benefits of counseling, payment, and general Washington rules and guidelines around counseling. Please read this document thoroughly and ask me if you have any questions. It will be updated semi-annually where you will be asked to sign the new consent form. You must agree to the most updated terms of treatment in order to receive care.

### **Disclosure**

#### **Licensing:**

I am a licensed Independent Clinical Social Worker (Credential Number ##LW61407723) and a Registered Hypnotherapist (Credential Number HP60425453).

In case of emergency where I am incapacitated, I have the right to have a colleague close out and support my clients as they transition to other therapists, so that therapist may contact you and gain access to your records to help with that shift.

#### **Education:**

I received my BA in Liberal Arts with emphasis on Psychology, Neurobiology, Consciousness, and Business from The Evergreen State College. I got my Master of Social Work with the Health/Mental Health Concentration from the University of Washington—Seattle. I have postgraduate training in several modalities some highlighted include but not limited to: Attachment Based, Emotion Focused Motivational Interviewing, Harm Reduction Psychotherapy, Body Mind Bridge Hypnotherapy, Cognitive Behavioral Therapy, Emotion Focused Therapy, Gender affirming care, Acceptance and Commitment Therapy, Seeking Safety, Substance Use Prevention, and Tobacco and Smoke Cessation Treatment.

#### **Experience:**

Beginning as a trained peer mentor in 2008 I have worked in different capacities within the mental health field since then. In non-peer clinical roles, I have delivered therapies and mental

health supports to adults since 2013 and worked with children, youth, families, and adults since 2017. I have helped clients with a variety of challenges including but not limited to: anxiety, depression, schizophrenia, bi-polar, obsessive compulsive disorder, substance use disorders, grief, anger, academic, career, relationship, and/or family functioning, abuse, trauma, poor social skills, social/economic, identity discovery and/or acceptance, and more.

### **Therapeutic Orientation and Treatment Modalities:**

My therapeutic orientation is solution-focused, experimental, harm reductionist, and mindfulness based with behavioral and cognitive components. Client and clinician fit is very important to me. I embrace a present-moment and whole-person orientation to my clients and encourage client feedback and referral if needed. Treatment modalities that I utilize include but are not limited to: Insight Oriented/Relational Psychoanalysis, Cognitive Behavioral Therapy, Harm Reduction, Solution-Focused Brief Therapy, and Behavioral Activation.

Insight Oriented/Relational Psychoanalysis is a client driven approach, aimed at uncovering the origins of behaviors and thought patterns usually in upbringing and seeks to use insight to shift feeling and understanding. Cognitive Behavioral Therapy and related Behavioral Activation are among the most widely researched and proven therapies for treating depression and anxiety. They utilize approachable action-based steps identified by both clinician and client to shift underlying unhelpful beliefs. Harm Reduction is a diverse set of beliefs and strategies that aim to reduce harm and increase quality of life especially for those engaged in medium to high-risk behaviors or with moderate to severe symptomology. It is a client-driven approach and often can lead to a client's own step-down process on the client's timeline to a greater quality of life whatever that looks like for the client. It is client-driven, voluntary, and all inclusive! Solution-Focused Brief Therapy is a client-driven framework that focuses on solutions to a specific problem typically to be solved by the client taking manageable steps within five sessions. Body Mind Bridge Hypnotherapy is a wholistic modality typically used to treat trauma and chronic pain. It focuses on the connection between the body, the conscious mind, and the unconscious mind. The client is conscious and in what is best described as a state right before falling asleep the whole session. The client drives the session and is in full control while the clinician guides the client through the process of connecting mind and body.

### **Type and Duration of Counseling:**

I believe that counseling is a very individualized process. The types of therapies and duration of need will be determined through the collaborative therapeutic relationship. Sometimes we may decide to go through a manualized treatment that may span anywhere from 5 sessions (such as solution focused brief therapy) to 26 weeks (cognitive behavioral therapy), some people just need a check in once week or once per month. Counseling can take anywhere from a couple of weeks to a couple of years, it all depends on what is going on for the individual.

### **Electronic health record platform and virtual meetings:**

We primarily use an electronic health record platform and virtual video platforms of telehealth sessions. All of which are HIPAA compliant. I do have the right to shift platforms as needed.

## **Fees and Payments**

Fees are due within one calendar day of the session afterwards a \$5 fee will be added for each day payment is late.

You can pay with cash, check (made out to Sunflower Mental Health PLLC or Sazi Wald) credit card including HSA cards. Money orders are not accepted.

HIPAA compliant the electronic payment processors are used and you assume the risks of a privacy breach by paying with credit card, HSA, and other electronic methods. If your HSA card does not pay me for any reason you remain responsible for full payment of the fees for services.

If you are long-distanced you may pay with a check as long as the check arrives up to 5 business days after your appointment.

Unless there are significant emergency circumstances, if you do not give 48 notice that you will be canceling or rescheduling your appointment you will be charged for the full amount of the appointment.

My normal fee schedule and policy is below.

I offer a tiered system for sliding scale. I do not take insurance at this time though often people can bill my services out of network. Current fees are the same for virtual and in-person sessions and are as follows (they may be subject to change see below for more information):

- \$206 for Individual Intake and Assessments
- \$206 for Hypnotherapy Sessions
- \$155 for 50-minute Individual Therapy sessions
- \$258 for Couple and Family Intake and Assessments
- \$206 for 50-minute Couple and Family Sessions
- \$155 for 50-minute Coaching Sessions
- \$52 for 30-minute Check in Sessions

\$155 per 60-minute letter writing or records request.

My tiered system is as follows and are per 50-minute and as available:

- One slot at \$42/50-minutes (Average Monthly Household Income of \$1000)
- One slot at \$62/50-minutes (Average Monthly Household Income of \$1500)

- One slot at \$83/50-minutes (Average Monthly Household Income of up to \$2000)
- One slot at \$103/50-minutes (Average Monthly Household Income of up to \$2500)
- Two slots at \$144/50-minutes (Average Monthly Household Income of up to \$3000)

If your monthly household income is below \$1000 I can help you sign up for Washington Medicaid insurance and refer you to a community mental health provider.

Fees will increase from time to time. Tiered sliding scale slots may also change or no longer be available. Current clients will be given a 90 day notice of fee increase or slot changing and will be offered options to shift care if needed.

It is important to be on time for your session. After 15 minutes you will be counted as a “no-show” and will be charged the full amount for your session, unless there was a medical emergency. You must cancel or reschedule your appointment within 48 hours to not be counted as a no-show or late cancel/reschedule that way I can make sure that I have time to help someone else fill your spot. If you cancel within 24 hours you will be charged the full amount for session.

If you cancel or reschedule the day before your appointment because of a “life happens” event then you will not be charged the first time however beyond that you will be charged the full amount. This resets each January and June. You will be charged the full amount for day of cancelations. If you have a medical emergency or you wake up before our appointment with a significant viral or bacterial illness you will not be charged a late cancelation or no-show under the one time “life happens” in 6 months.

### **Payment of Fees and Parenting Plans:**

Sometimes a parenting plan will stipulate that the parents will split the cost of therapy. This is an agreement between the parents/guardians. I will not bill two parties for my services. The client’s parents/guardians must come to an agreement of who will be responsible for the payment of fees before counseling can begin.

### **Electronic Payment Communications Disclosure:**

If you wish, you may pay fees electronically – by using a payment card through the electronic credit card processing.

Please Be Aware of the Following: We have a duty to uphold your confidentiality, and thus we wish to make sure that your use of the above payment services is done as securely and privately as possible.

After using any of the above services to pay your fees, that service may send you receipts for payment by email or text message. These receipts will include our business name and would indicate that you have paid for a therapy session.

It is possible the receipt may be sent automatically, without first asking if you wish to receive the receipt. We are unable to control this in many cases, and we may not be able to control which email address or phone number your receipt is sent to.

So before using one of the above services to pay for your session(s), please think about these questions:

- At which email address or phone numbers have I received these kinds of receipts before?
- Are any of those addresses or phone numbers provided by my employer or school? If so, the employer or school will most likely be able to view the receipts that are sent to you.
- Are there any other parties with access to these addresses or phone numbers that should not be seeing these receipts? Would there be any danger if such a person discovered them? In addition

to these possible emails or text messages, payments made by credit card will appear on your credit card statement as being made to Sazi Wald, MSW, LICSW, or Sunflower Mental Health PLLC. Please consider who might have access to your statements before making payments by credit card.

#### Health Savings Accounts and Flexible Spending Accounts

If you are using a Health Savings Account (HSA) or Flexible Spending Account (FSA) payment card, please be aware that even if your payment goes through and is authorized at the time that we run your card, there is a possibility that your payment could later be denied. In the event of this happening, you are responsible for ensuring that full payment is made by other means.

#### The Counseling Session

**Appointments and Scheduling:** Sessions may be scheduled on an ongoing basis. However, you may lose your ongoing scheduled session time if you miss three appointments.

**Consultation/Supervision:** I may obtain formal consultation or supervision on certain cases when I believe it is necessary. In these situations, I will limit the information I disclose to the minimum necessary.

**Confidentiality:** What you say in therapy, your records, and your attendance are confidential

with certain exceptions including:

- If you give me written consent to have the information released to another party;
- With your authorization, to effect billing of a third-party payor for the services I provide to you;

- In the case of your death or disability I may disclose information to your personal representative;
- If you waive confidentiality by bringing legal action against me;
- In response to a valid subpoena from a court or from the secretary of the Washington State Department of Health for records related to a complaint, report, or investigation;
- If I reasonably believe that disclosure of confidential information will avoid or minimize an imminent danger to your health or safety or the health or safety of any other person;
- If, without prior written agreement, no payment for services has been received after 90 days, the account name and amount may be submitted to a collection agency.

As a mandated reporter, I am required by law to disclose certain confidential information including suspected abuse or neglect of children under RCW 26.44, suspected abuse or neglect of vulnerable adults under RCW 74.34, or as otherwise required in proceedings under RCW 71.05.

### **Relationship Counseling Policy:**

If you are here to work on a relationship problem, it's important for you to understand what I believe about relationships and marriage.

First of all, I do not have preconceived notions about whether you should stay together or part ways. I believe it is important to explore such questions openly, honestly, and thoroughly. Once your goals are established, I will work diligently to support you in achieving them, whatever they may be. Second, you are entrusting me to use my professional judgment as it relates to individual confidences.

If you are seeking relationship counseling, it is important you understand that I will adhere to the ethical and legal requirements of confidentiality, however, I cannot ensure that you or the other participants or relationship counseling will maintain confidentiality about your therapeutic experience including content discussed within the counseling session. In addition, in the case of relationship counseling, the entire treatment record will be available to any and all participants in the relationship counseling, and all participants must consent to any authorized third party disclosure.

I cannot maintain secrets between members of the relationship. In such situations, if we cannot find a clinically appropriate way for you to disclose the information to the other member(s) of the relationship, I may need to terminate the clinical relationship and refer you to another provider.

## **Emergency and Crisis response:**

I do not provide crisis or emergency services.

During an Emergency Call 911

Feeling like harming yourself or someone else:

- Call the national Suicide and Crisis Hotline at 1-800-273-8255 or the Thurston County Crisis at 1-800-627-2211
- Afterwards if needed, go to the Emergency Room and report what is happening and follow their guidance for voluntary inpatient services.
- Follow up with me or have them follow up with me after signing a Release of Information when you are able, you will NOT be charged late fees or no-show fees for appointments because

of a crisis. If you are feeling highly emotional but are NOT in a crisis but you need to talk to someone before our appointment you can call the Washington WARM line at 1-877-500-9276. This line is staffed with Peer counselors who can help you problem solve and deescalate your emotions. If we are not in session and you call me reporting, that you have intent to harm yourself or someone else or someone else has intent to harm you I will call your emergency contact and 911 to do a welfare check as I am not able to provide necessary crisis support.

**Limitations of Services:** I do not assess fitness for custody, serve as an advocate on other issues, act as an expert witness, act as a fact witness, or go to court as your advocate. If these are the services you are looking for, let me know and I'll try to help you find someone who can meet your needs.

**Closure:** You may end therapy at any time, but a final session is requested for closure. It is my ethical duty to provide therapy only when your issues are within the scope of my training, when I feel you are actively participating in treatment and when I feel you are benefiting from the sessions. If you do not show for two sessions in a row and do not contact me to discuss your case for 6 weeks or more, I will assume that you have decided to terminate counseling and will close your case. You may contact me if you wish to resume counseling.

## **Inactivity:**

If you do not schedule for 6 weeks (not owing to a communicated reason), your client status will be marked inactive and your treatment will be automatically terminated. If you are sliding scale your slot will be opened for someone else to fill.

When you re-enroll with treatment, you will need to fill out new paperwork. If you were on the sliding scale you may be put on a waitlist if a spot is not open at the time of your re-enrollment.

If you re-enroll within 6 months of your last appointment we do not have to perform a new intake. If I do not see you for 6 months we will need to schedule a new intake.

**Conflicts of Interest:** From time to time, actual or potential conflicts of interest may arise. In the event that I become aware of a conflict of interest in providing treatment to you, I may be required to terminate services and/or refer you to another therapist.

### **Court appearances and Subpoenas:**

**Subpoenas:** If I am summoned to court by subpoena to provide ancillary professional services relating to my role as your (or your child's) therapist (such as preparing a treatment summary, report writing, deposition or trial preparation and attendance, time traveled, etc.) you agree to pay me in advance at the following rate: \$4000/hour minimum 2 hours, including hours attending court.

### **Regarding Minors**

**Confidentiality for Minors:** By WA state law, parents of children under age 13 have a legal right to make decisions on behalf of their child and to know what's happening in their child's counseling session. Minors age 13 or older have the same rights to confidentiality as adults. If a minor age 13 or older chooses to allow me to discuss their case with their parents I will need the client's written permission. It is my experience that counseling is more effective with children of any age when their confidentiality is respected, so I will maintain confidentiality unless I believe it is necessary for the safety or wellbeing of my client. For children under the age of 13, I will schedule parent consultation sessions separate from the child's counseling session. Under certain circumstances, the parent of an adolescent may consent, on behalf of the adolescent, to a mental health or substance use assessment and limited treatment.

**Payment of Fees and Parenting Plans:** Sometimes a parenting plan will stipulate that the parents will split the cost of therapy. This is an agreement between the parents/guardians. I will not bill two parties for my services. The parent/guardian that brings the child to therapy agrees to be liable for all of the fees related to counseling for that session.

**Parental Rights and Parenting Plans:** If a minor's parents are separated or divorced it will be necessary to provide me with a copy of the parenting plan on file before counseling begins. If the parenting plan grants joint medical or mental health care decision making to both parents, it will be necessary to have both parents sign a copy of this document before treatment begins. If a minor's parents are separated, both parents typically retain their parental rights and there is no parenting plan then a copy of whatever informal agreement has been drawn up will be needed and both parents will have to sign this document before treatment begins.

**Custodial Arrangements:** For minors who are living in foster homes, living with relatives, wards of the state, etc., evidence of the legal standing of the custodial guardians will be required before beginning services. Other information or documents may be required depending on the situation.



**During the Session:** For the safety of your child, a parent, guardian, or custodian known to me must remain in the waiting area during a child client's session.

**Minors Over Age 13:** Minors age 13 and older are considered by the state of Washington to be competent to manage their own mental health care. Minors age 13 and older will need to sign all documents, including a Release of Information, if they choose to have their therapist be able to talk to their parents.

## **Contacting Me**

Contacting Me: When you need to contact me for any reason, these are the most effective ways to get in touch in a reasonable amount of time:

- By phone (360-207-4467). You may leave messages on the voicemail, which is

confidential.

- If you wish to communicate with me by normal email or texting for administrative purposes such as scheduling or rescheduling a session.

If you need to send a file such as a PDF or other digital document, please contact me so that I can send you a secure link.

Please refrain from making contact with me using social media messaging systems such as Facebook Messenger or Twitter. I do not respond to attempts to communicate over social media.

These methods have very poor security and I am not prepared to watch them closely for important messages from clients. In addition, professional ethics standards do not permit me to communicate with clients via personal social media. For this reason, I cannot accept any client requests to connect on Facebook, or other similar social media platforms

## **Non-Secure Communication:**

It is important to understand that any virtual or written communication: text, email, call logs, etc. cannot be guaranteed as confidential. At your request or initiation, I may respond to your email or text correspondence with a brief and focused reply on appointment logistics such as scheduling or technical support. Occasionally, I will send out texts if it is deemed therapeutically necessary.

It is important that we be able to communicate and also keep the confidential space that is vital to therapy. Please speak with me about any concerns you have regarding my preferred communication methods.

**Response Time:** My business hours are subject to change. At this time they are Tuesday 8am-12pm, Wednesday through Friday 7am-4pm, Saturday 7am-12pm. I may not be able to respond to your messages and calls immediately. For voicemails and other messages, you can typically

expect a response within 48 hours (weekends, holidays, sick time, and vacation are exempted from this time frame). I may occasionally reply more quickly than that or on weekends, but please be aware that this will not always be possible.

Be aware that there may be times when I am unable to receive or respond to messages, such as when out of cellular range or out of town.

**Emergency Contact:** I do not provide emergency services either during or after business hours. If you or someone you know is in immediate danger, call 911. If you are experiencing a mental health crisis go to your local emergency room and/or call the Suicide and Crisis Hotline at 988 or 1-800-273-8255 or the Thurston County Crisis Line at 1-800-627-2211.

**Disclosure Regarding Third-Party Access to Communications:** Please know that if we use electronic communications methods, such as email, texting, online video, and possibly others, there are various technicians and administrators who maintain these services and may have access to the content of those communications. In some cases, these accesses are more likely than in others. They may also experience data breaches which they may or may not notify their users and contractors about.

Of special consideration are work email addresses. If you use your work email to communicate with me, your employer may access our email communications. There may be similar issues involved in school email or other email accounts associated with organizations that you are affiliated with. Additionally, people with access to your computer, mobile phone, and/or other devices may also have access to your email and/or text messages. Please take a moment to contemplate the risks involved if any of these persons were to access the messages we exchange with each other.

### **Other Policies**

**Client Rights:** As an individual, you have the right to refuse any treatment you do not want, and the right to choose a practitioner and treatment modality which best suits your needs. You also have the right to:

- Refuse or terminate therapy at any time for any reason.
- Choose your therapist.
- Choose the kind of therapy you receive.
- See and/or receive a copy of your therapy record. A fee of \$.25 per page will be charged for copies. If you disagree with something in your record you may have your own statement included as part of your record.
- Revoke or limit the scope of a Release of Information at any time.
- Receive a copy of this document and a copy of the Notice of Privacy Practices.

**Concerns or Complaints:** If you have any concerns about the treatment you have received or about billing I hope you will not hesitate to raise them with me. My goal is to take your concerns seriously and resolve them in a way that is respectful and equitable for both of us. You may also contact the Washington State Department of Health at: Department of Health, Health Systems Quality Assurance, P.O. Box 47857, Olympia, WA 98504-7857, 360-236-4700. A copy of the Washington Acts of Unprofessional Conduct can be found in RCW 18.130.180.

**In the event of my death or incapacitation:**

In the event of my death or incapacitation, your records will be maintained for full amount of time required by law by my old supervisor Dr. Stephen T. Wilson and/or the electronic health record entity that are bound by the laws to protect your privacy. In such case, you may access your record and receive referral resources by contacting Dr. Stephen T. Wilson.

**Walking Therapy:**

Sometimes clients want to meet outdoors at a park, do their therapy as a walk, or meet in a public place. It is important to understand that therapy in these settings is not always confidential. Public may overhear what we are talking about or identify you as a client and I being a therapist and you may be identified as a client.

**HIPAA NOTICE OF PRIVACY PRACTICES NOTICE:**

I keep a record of the health care services I provide you. You may ask me to see and copy that record. You may also ask me to correct that record. I will not disclose your record to others unless you direct me to do so or unless the law authorizes or compels me to do so. You may see your record or get more information about it at 1005 Olympia Ave NE, Olympia, WA 9506.

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.

Your health record contains personal information about you and your health. State and Federal law protects the confidentiality of this information. Protected Health Information (PHI) is information about you, including demographic information, that may identify you and that relates to your past, present, or future physical and mental health, or condition, and related health care services. If you suspect a violation of these legal protections, you may file a report to the appropriate authorities in accordance with Federal and State regulations. I am required by law to maintain the privacy of your PHI and to provide you with notice of my legal duties and privacy practices with respect to your PHI. This Notice of Privacy Practices describes how I may use and disclose your PHI in accordance with all applicable law. It also describes your rights regarding how you may gain access to and control your PHI. I am required to abide by the terms of this Notice of Privacy Practices. I reserve the right to change the terms of my Notice of Privacy Practices at any time. Any new Notice of Privacy Practices will be effective for all PHI that I

maintain at that time. I will make available a revised Notice of Privacy Practices by sending you an electronic copy, sending a copy to you in the mail upon your request, or providing one to you in person.

### **How I am permitted to Use and Disclose Your PHI**

**For Treatment.** I may use medical and clinical information about you to provide you with treatment services.

**For Payment.** I may use and disclose medical information about you so that I can receive payment for the treatment services provided to you.

**For Healthcare Operations.** I may use and disclose your protected PHI for certain purposes in connection with the operation of my professional practice, including supervision and consultation.

**Without Your Authorization.** State and Federal law also permits me to disclose information about you without your authorization in a limited number of situations, such as with a court order.

**With Authorization.** I must obtain written authorization from you for other uses and disclosures of your PHI. You may revoke such authorizations in writing in accordance with 45 CFR. 164.508(b)(5).

**Incidental Use and Disclosure.** I am not required to eliminate every risk of an incidental use or disclosure of your PHI. Specifically, a use or disclosure of your PHI that occurs as a result of, or incident to an otherwise permitted use or disclosure is permitted as long as I have adopted reasonable safeguards to protect your PHI, and the information being shared was limited to the minimum necessary.

### **Examples of How I May Use and Disclose Your PHI**

Listed below are examples of the uses and disclosures that I may make of your PHI. These examples are not meant to be a complete list of all possible disclosures, rather, they are illustrative of the types of uses and disclosures that may be made.

**Treatment.** Your PHI may be used and disclosed by me for the purpose of providing, coordinating, or managing your health care treatment and any related services. This may include coordination or management of your health care with a third party, consultation or supervision activities with other health care providers, or referral to another provider for health care services.

**Payment.** I may use your PHI to obtain payment for your health care services. This may include providing information to a third party payor, or, in the case of unpaid fees, submitting your name and amount owed to a collection agency.

**Healthcare Operations.** I may use or disclose your PHI in order to support the business activities of my professional practice including; disclosures to others for health care education, or to provide planning, quality assurance, peer review, or administrative, legal, financial, or actuarial services to assist in the delivery of health care, provided I have a written contract with the business that prohibits it from re-disclosing your PHI and requires it to safeguard the privacy of your PHI. I may also contact you to remind you of your appointments.

### **Other Uses and Disclosures That Do Not Require Your Authorization**

**Required by Law.** I may use or disclose your PHI to the extent that the use or disclosure is required by law, made in compliance with the law, and limited to the relevant requirements of the law. Examples of this type of disclosure include healthcare licensure related reports, public health reports, and law enforcement reports. Under the law, I must make certain disclosures of your PHI to you upon your request. In addition, I must make disclosures to the US Secretary of the Department of Health and Human Services for the purpose of investigating or determining my compliance with the requirements of privacy rules.

**Health Oversight.** I may disclose PHI to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies and organizations that provide financial assistance to the program (such as third-party payors) and peer review organizations performing utilization and quality control. If I disclose PHI to a health oversight agency, I will have an agreement in place that requires the agency to safeguard the privacy of your information.

**Abuse or Neglect.** I may disclose your PHI to a state or local agency that is authorized by law to receive reports of abuse or neglect. However, the information we disclose is limited to only that information which is necessary to make the required mandated report.

**Deceased Clients.** I may disclose PHI regarding deceased clients for the purpose of determining the cause of death, in connection with laws requiring the collection of death or other vital statistics, or permitting inquiry into the cause of death.

**Research.** I may disclose PHI to researchers if (a) an Institutional Review Board reviews and approves the research and a waiver to the authorization requirement; (b) the researchers establish protocols to ensure the privacy of your PHI; and (c) the researchers agree to maintain the security of your PHI in accordance with applicable laws and regulations. Criminal Activity or Threats to Personal Safety. I may disclose your PHI to law enforcement officials if I reasonably believe that the disclosure will avoid or minimize an imminent threat to the health or safety of yourself or any third party.

**Compulsory Process.** I may be required to disclose your PHI if a court of competent jurisdiction issues an appropriate order, and if the rule of privilege has been determined not to apply. I may be required to disclose your PHI if I have been notified in writing at least fourteen days in advance of a subpoena or other legal demand, no protective order has been obtained, and a competent judicial officer has determined that the rule of privilege does not apply.

**Essential Government Functions.** I may be required to disclose your PHI for certain essential government functions. Such functions include: assuring proper execution of a military mission, conducting intelligence and national security activities that are authorized by law, providing protective services to the President, making medical suitability determinations for U.S. State Department employees, protecting the health and safety of inmates or employees in a correctional institution, and determining eligibility for or conducting enrollment in certain government benefit programs.

**Law Enforcement Purposes.** I may be authorized to disclose your PHI to law enforcement officials for law enforcement purposes under the following six circumstances, and subject to specified conditions: (1) as required by law (including court orders, court-ordered warrants, subpoenas) and administrative requests; (2) to identify or locate a suspect, fugitive, material witness, or missing person; (3) in response to a law enforcement official's request for information about a victim or suspected victim of a crime; (4) to alert law enforcement of a person's death, if I suspect that criminal activity caused the death; (5) when I believe that protected health information is evidence of a crime that occurred on my premises; and (6) in a medical emergency not occurring on my premises, when necessary to inform law enforcement about the commission and nature of a crime, the location of the crime or crime victims, and the perpetrator of the crime.

**Psychotherapy Notes.** If kept as separate records, I must obtain your authorization to use or disclose psychotherapy notes with the following exceptions. I may use the notes for your treatment. I may also use or disclose, without your authorization, the psychotherapy notes for my own training, to defend myself in legal or administrative proceedings initiated by you, as required by the Washington Department of Health or the US Department of Health and Human Services to investigate or determine my compliance with applicable regulations, to avoid or minimize an imminent threat to anyone's health or safety, to a health oversight agency for lawful oversight, for the lawful activities of a coroner or medical examiner or as otherwise required by law.

### **Uses and Disclosures of PHI With Your Written Authorization**

Other uses and disclosures of your PHI will be made only with your written authorization. I will not make any other uses or disclosures of your psychotherapy notes, I will not use or disclosure your PHI for marketing purposes, and I will not sell your PHI without your authorization. You may revoke your authorization in writing at any time. Such revocation of authorization will not be effective for actions I may have taken in reliance on your authorization of the use or disclosure.

### **Your Rights Regarding Your PHI**

You have the following rights regarding PHI that I maintain about you. Any requests with respect to these rights must be in writing. A brief description of how you may exercise these rights is included.

**Right of Access to Inspect and Copy.** You may inspect and obtain a copy of your PHI that is contained in a designated record set for as long as I maintain the record. A “designated record set” contains medical and billing records and any other records that I use for making decisions about you. Your request must be in writing. I may charge you a reasonable cost-based fee for the copying and transmitting of your PHI. I can deny you access to your PHI in certain circumstances. In some of those cases, you will have a right of recourse to the denial of access.

Please contact me if you have questions about access to your medical record.

**Right to Amend.** You may request, in writing, that I amend your PHI that has been included in a designated record set. In certain cases, I may deny your request for an amendment. If I deny your request for amendment, you have the right to file a statement of disagreement with me. I may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal.

**Right to an Accounting of Disclosures.** You may request an accounting of disclosures made for treatment purposes or made as a result of your authorization, for a period of up to six years, excluding disclosures made to you. I may charge you a reasonable fee if you request more than one accounting in any 12-month period. Please contact me if you have questions about accounting of disclosures.

**Right to Request Restrictions.** You have the right to ask me not to use or disclose any part of your PHI for treatment, payment or health care operations or to family members involved in your care. Your request for restrictions must be in writing and I am not required to agree to such restrictions. Please contact me if you would like to request restrictions on the disclosure of your PHI. You also have the right to restrict certain disclosures of your PHI to your health plan if you pay out of pocket in full for the health care I provide to you.

**Right to Request Confidential Communication.** You have the right to request to receive confidential communications from me by alternative means or at an alternative location. I will accommodate reasonable written requests. I may also condition this accommodation by asking you for information regarding how payment will be handled or specification of an alternative address or other method of contact. Please contact me if you would like to make this request.

**Right to a Copy of this Notice.** You have the right to obtain a copy of this notice from me.

Any questions you have about the contents of this document should be directed to me.

**Right to Opt Out.** You have the right to choose not to receive fundraising communications. However, I will not contact you for fundraising purposes.

**Right to Notice of Breach.** You have the right to be notified of any breach of your unsecured PHI.

## **Contact Information**

I act as my own Privacy and Security Officer. If you have any questions about this Notice of Privacy Practices, please contact me. My contact information is:

Sazi Wald, MSW, LICSW

1005 Olympia Ave NE, Olympia, WA 98506

(360) 207-4467

### **Complaints**

If you believe I have violated your privacy rights, you may file a complaint in writing with me,

as my own Privacy Officer, as specified above. You also have the right to file a complaint in writing to the Washington Department of Health or to the US Secretary of Health and Human Services. I will not retaliate against you in any way for filing a complaint.